Kane County
County Board
Agenda

Government Center
719 S. Batavia Ave., Bldg. A
Geneva, IL 60134

Tuesday, August 11, 2026 | **9:45 AM** | **County Board Room**

1. CALL TO ORDER

2. ROLL CALL

3. REMOTE ATTENDANCE REQUESTS

4. PLEDGE OF ALLEGIANCE & INVOCATION

5. APPROVAL OF MINUTES: June 9, 2026 & July 14, 2026

6. PUBLIC COMMENT

7. CHAIRMAN'S COMMENTS

A. 2025 Audit (Baker Tilly, Michael Malatt, CPA)

B. DAR Elm Tree

C. 2030 Census

8. FY2027 TAX LEVIES

A. Resolution: 26-379 Adopting a Tax Levy for the 45W185 Plank Road Special Service Area

B. Resolution: 26-380 Adopting a Tax Levy for the Boyer Road Special Service Area

C. Resolution: 26-381 Adopting a Tax Levy for the County Bridge Fund

D. Resolution: 26-382 Adopting a Tax Levy for the Church Molitor Special Service Area

E. Resolution: 26-383 Adopting a Tax Levy for the Crane Road Estates Special Billing Area

F. Resolution: 26-384 Adopting a Tax Levy for the Tamara Dittman Special Billing Area

G. Resolution: 26-385 Adopting a Tax Levy for the Exposition View Special Billing Area

H. Resolution: 26-386 Adopting a Tax Levy for the General Fund

I. **Resolution: 26-387** Adopting a Tax Levy for the Kane County Health Fund

J. **Resolution: 26-388** Adopting a Tax Levy for the County Highway Matching Fund

K. **Resolution: 26-389** Adopting a Tax Levy for the County Highway Fund

L. **Resolution: 26-390** Adopting a Tax Levy for the Illinois Municipal Retirement Fund

M. **Resolution: 26-391** Adopting a Tax Levy for the Insurance Liability Fund

N. **Resolution: 26-392** Adopting a Tax Levy for the Mill Creek Special Service Area

O. **Resolution: 26-393** Adopting a Tax Levy for the Plank Road Estates Special Billing Area

P. **Resolution: 26-394** Adopting a Tax Levy for the Shirewood Farm Special Service Area

Q. **Resolution: 26-395** Adopting a Tax Levy for the Social Security Fund

R. **Resolution: 26-396** Adopting a Tax Levy for the Veterans' Commission Fund

S. **Resolution: 26-397** Adopting a Tax Levy for the Wildwood West Special Billing Area

9. CONSENT AGENDA/OMNIBUS VOTE

---------- CONSENT AGENDA ----------

Administration

Resolution: 26-339 Authorizing a Contract Extension with M/M Peters Construction, Inc. for Kane County Concrete Services for the Building Management Department and the Mill Creek Special Service Area (SSA) (BID# 23-041)

Resolution: 26-340 Authorizing a Contract Extension for Wall Finishing and Painting Services with Midwest Decorating, Inc. for the Kane County Building Management Department (BID# 22-038)

Resolution: 26-341 Authorizing a Contract with Batavia Instant Print, Inc. to Furnish, Print and Deliver NCR Forms for the Building Management Department (BID# 26-026-DH)

Resolution: 26-342 Authorizing a Contract with Second Chance Cardiac Solutions, Inc. for the Automated External Defibrillator (AED) Supplies & Services for the Building Management Department (BID# 26-036-DH)

Resolution: 26-343 Authorizing a License Agreement with Zayo Group, LLC for the License of Dark Fiber

Resolution: 26-344 Authorizing a 24-Month Agreement with VETRO, Inc. for VETRO FiberMap Operator Enterprise for the Kane County Information Technologies Department

Resolution: 26-345 Authorizing a Contract Extension for the Mill Creek Special Service Area Snow Plowing Services with Countywide Landscaping, Inc. (BID# 23-050)

Agriculture

Resolution: 26-346 Authorizing the Application for and Administration of the United States Department of Agriculture Rural Business Development Grant for the Kane County Food and Farm Technical Assistance Program

Executive

Resolution: 26-347 Approving an Intergovernmental Agreement Between the Village of Campton Hills and the County of Kane for Mutual Cooperation to Ensure Transportation Planning and the Safe and Efficient Flow of Traffic Along the Corridors for Bunker Road, LaFox Road, and Keslinger Road

Resolution: 26-348 Reappointing Supervisor of Assessments (Mark D. Armstrong, CIAO-M)

Resolution: 26-349 Approving the Appointment of Member to the Board of Review (Timothy J. Sullivan, MAI, SRA)

Resolution: 26-350 Authorizing an Intergovernmental Agreement for a Drone as First Responder Program Between the County of Kane, the Kane County Sheriff's Office, and the City of Aurora Through the Aurora Police Department

Finance

Resolution: 26-351 Approving June 2026 Claims Paid

Resolution: 26-352 Authorizing Revision to the Kane County Financial Policies (Travel Policy)

Resolution: 26-353 Approving Personal Expense Voucher Reimbursement Requests

Resolution: 26-354 Authorizing the Funding of Workforce Development Program Expenses from the General Fund General Account

Resolution: 26-355 Authorizing an Interfund Loan for the Payment of Program Expenses from the General Fund for the Health Department in Instances Where Funding Agreements or Reimbursements are Delayed

Resolution: 26-356 Authorizing a Contract Extension for Curbside Refuse and Recycling Services for the Mill Creek Special Service Area and Unincorporated Blackberry Township (RFP# 30-021)

Resolution: 26-357 Authorizing Contract for Prison Rape Elimination Act (PREA) Resident Reporting Services for the Juvenile Justice Center

Judicial/Public Safety

Resolution: 26-358 Authorizing Intergovernmental Equipment Sharing Agreements for Emergency Management Unmanned Equipment

Resolution: 26-359 Authorizing and Accepting Funding for the Hazardous Materials Emergency Preparedness Planning Grant (HMEP) for the Office of Emergency Management

Resolution: 26-360 Approving the Purchase of One Crime-Lite ML Pro Forensic Evidence Screening Instrument for the Kane County Forensic Laboratory by the Kane County Coroner's Office

Resolution: 26-361 Approving the Purchase of One QuantStudio 5 Real-Time PCR System for the Kane County Forensic Laboratory by the Kane County Coroner's Office

Resolution: 26-362 Approving the Purchase of One Spectrum Compact CE Instrument and One Maxwell RSC 48 Instrument for the Kane County Forensic Laboratory by the Kane County Coroner's Office

Public Health

Resolution: 26-363 Authorizing Agreement with the U.S. Department of Housing and Urban Development for the Homeless Management Information Systems Grant for Program Year 2027

Ordinance: 26-364 Animal Ordinance Tag Addition

Transportation

Resolution: 26-365 Approving a Motor Fuel Tax Appropriation for Ice Control Salt for the Sugar Grove Township Road District, Section No. 26-15000-00-GM

Resolution: 26-366 Approving Adopt-A-Highway Applicants

Resolution: 26-367 Approving the Purchase of One (1) Palma 720T Boom Mower for the Kane County Division of Transportation

Resolution: 26-368 Approving Purchase of One (1) 2025 Vermeer ML150VP 40HP Track Mini Skid for the Kane County Division of Transportation

Resolution: 26-369 Approving a Technical Services Agreement Between the Northern Illinois Transit Authority and County of Kane for the Ride in Kane Program, Contract Number S5310-2026-04, Federal Project No. IL-2026-003

Resolution: 26-370 Approving an Intergovernmental Agreement with the State of Illinois for Phase III Engineering and Construction for Kirk Road Over Union Pacific Railroad, Kane County Section No. 12-00192-04-BR

Resolution: 26-371 Approving a Permit Software and Implementation Services Contract with Byrne Software Solutions, Inc. of Chesterfield, Missouri

Resolution: 26-372 Approving an Engineering Services Agreement with Terra Engineering Ltd. of Chicago, Illinois for the 2026 Traffic County Data Collection, Kane County Section No. 26-00515-00-EG

Resolution: 26-373 Amending Resolution No. 24-552 and Approving a Supplemental Overpass Agreement with the Union Pacific Railroad for Kirk Road Over Union Pacific Railroad, Kane County Section No. 12-00192-04-BR

Resolution: 26-374 Approving an Amendment to the Agreement with Peralte-Clark, LLC of Arlington Heights, Illinois for Fabyan Parkway Intersection Improvements at Settlers Hill and Kingsland Drive, Kane County Section No. 21-00373-01-CH

Resolution: 26-375 Approving an Agreement with Ciorba Group, Inc. of Chicago, Illinois for On-Call Phase III Engineering Services, Kane County Section No. 26-00597-00-EG

Resolution: 26-376 Approving a Phase III Construction Engineering Services Agreement with Hampton, Lenzini, and Renwick, Inc. of Elgin, Illinois for the Kirk Road Over the Union Pacific Railroad Project, Kane County Section No. 12-00192-04-BR

----------END OF CONSENT AGENDA ----------

10. EXECUTIVE SESSION

A. Pending Litigation

B. Labor Negotiations

C. Appointment, Employment, Compensation, Discipline, Performance, and/or Dismissal of Specific Employee(s)

11. OPEN SESSION

A. Resolution: TMP-26-975 Approval of Final Consent Order 2019-CH-789

12. ZONING PETITIONS

13. RESOLUTIONS, ORDINANCES, AND OTHER SCHEDULED MATTERS

A. Resolution: 26-377 Approving County Board Personal Expense Voucher Reimbursement Request

B. Resolution: 26-378 Approving the 2027 Monthly Health and Dental Contributions

14. NEW AND UNFINISHED BUSINESS

15. COMMITTEE UPDATES

16. ADJOURNMENT TO TUESDAY, SEPTEMBER 8, 2026

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-379

ADOPTING A TAX LEVY FOR THE 45W185 PLANK ROAD SPECIAL SERVICE AREA

BE IT RESOLVED by the Kane County Board of the County of Kane, State of Illinois, at this adjourned session of the August meeting of said County Board, held at the Government Center in Geneva, Kane County, Illinois, that there be and there is hereby levied upon the 45W185 Plank Road Special Service Area (Kane County SSA SW54) within the County of Kane, the sum of:

FOUR THOUSAND DOLLARS ($4,000)

Such levy shall be spent for the objects and purposes as set forth in detail in the 45W185 PLANK ROAD SSA SW54 Budget of the County of Kane, State of Illinois for the fiscal period beginning December 1, 2026 and ending November 30, 2027.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Adopting a Tax Levy for the 45W185 Plank Road Special Service Area

Committee Flow:
County Board

Contact:
Kathleen Hopkinson, 630.232.5132

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $4,000
If not budgeted, explain funding source:	
Was this item passed through the appropriate committee? Yes	

Summary:

The levy request for the 45W185 Plank Road Special Service Area 2027 Budget for the fiscal period beginning December 1, 2026 and ending November 30, 2027 is $4,000.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-380

ADOPTING A TAX LEVY FOR THE BOYER ROAD SPECIAL SERVICE AREA

BE IT RESOLVED by the Kane County Board of the County of Kane, State of Illinois, at this adjourned session of the August meeting of said County Board, held at the Government Center in Geneva, Kane County, Illinois, that there be and there is hereby levied upon the Boyer Road Special Service Area within the County of Kane, the sum of:

SEVEN HUNDRED DOLLARS ($700)

Such levy shall be spent for the objects and purposes as set forth in detail in the BOYER ROAD SPECIAL SERVICE AREA Budget of the County of Kane, State of Illinois for the fiscal period beginning December 1, 2026 and ending November 30, 2027.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Adopting a Tax Levy for the Boyer Road Special Service Area

Committee Flow:
County Board

Contact:
Kathleen Hopkinson, 630.232.5132

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $700
If not budgeted, explain funding source:	
Was this item passed through the appropriate committee? Yes	

Summary:

The levy request for Boyer Road Special Service Area 2027 Budget for the fiscal period beginning December 1, 2026 and ending November 30, 2027 is $700.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-381

ADOPTING A TAX LEVY FOR THE COUNTY BRIDGE FUND

BE IT RESOLVED by the Kane County Board of the County of Kane, State of Illinois, at this adjourned session of the August meeting of said County Board, held at the Government Center in Geneva, Kane County, Illinois, that there be and there is hereby levied upon all taxable property within the County of Kane, the sum of:

THREE HUNDRED TWELVE THOUSAND SIX HUNDRED NINETY-FIVE DOLLARS
($312,695)

Such levy shall be spent for the objects and purposes as set forth in detail in the COUNTY BRIDGE FUND Budget of the County of Kane, State of Illinois for the fiscal period beginning December 1, 2026 and ending November 30, 2027.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Adopting a Tax Levy for the County Bridge Fund

Committee Flow:
County Board

Contact:
Kathleen Hopkinson, 630.232.5132

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $312,695
If not budgeted, explain funding source:	
Was this item passed through the appropriate committee? Yes	

Summary:

The levy request for the County Bridge Fund 2027 Budget for the fiscal period beginning December 1, 2026 and ending November 30, 2027 is $312,695.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-382

ADOPTING A TAX LEVY FOR THE CHURCH MOLITOR SPECIAL SERVICE AREA

BE IT RESOLVED by the Kane County Board of the County of Kane, State of Illinois, at this adjourned session of the August meeting of said County Board, held at the Government Center in Geneva, Kane County, Illinois, that there be and there is hereby levied upon the Church Molitor Special Service Area (Kane County SSA SW52) within the County of Kane, the sum of:

FIVE HUNDRED DOLLARS ($500)

Such levy shall be spent for the objects and purposes as set forth in detail in the CHURCH MOLITOR SSA SW52 Budget of the County of Kane, State of Illinois for the fiscal period beginning December 1, 2026 and ending November 30, 2027.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Adopting a Tax Levy for the Church Molitor Special Service Area

Committee Flow:
County Board

Contact:
Kathleen Hopkinson, 630.232.5132

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $500
If not budgeted, explain funding source:	
Was this item passed through the appropriate committee? Yes	

Summary:

The levy request for the Church Molitor Special Service Area 2027 Budget for the fiscal period beginning December 1, 2026 and ending November 30, 2027 is $500.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-383

ADOPTING A TAX LEVY FOR THE CRANE ROAD ESTATES SPECIAL BILLING AREA

BE IT RESOLVED by the County Board of the County of Kane, State of Illinois, at this adjourned session of the August meeting of said County Board, held at the Government Center in Geneva, Kane County, Illinois, that there be and there is hereby levied upon the Crane Road Estates Special Billing Area (Kane County SBA) within the County of Kane, the sum of:

FIFTY-NINE THOUSAND ONE HUNDRED EIGHTY-FIVE DOLLARS ($59,185)

Such levy shall be spent for the objects and purposes as set forth in detail of County Board Resolution 11-113, passed May 10, 2011, and accounted for in an agency fund for the fiscal period beginning December 1, 2026 and ending November 30, 2027.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Adopting a Tax Levy for the Crane Road Estates Special Billing Area

Committee Flow:
County Board

Contact:
Kathleen Hopkinson, 630.232.5132

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $59,185
If not budgeted, explain funding source:	
Was this item passed through the appropriate committee? Yes	

Summary:

The levy request for the Crane Road Estates Special Billing Area for the fiscal period beginning December 1, 2026 and ending November 30, 2027 is $59,185.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-384

ADOPTING A TAX LEVY FOR THE TAMARA DITTMAN SPECIAL BILLING AREA

BE IT RESOLVED by the County Board of the County of Kane, State of Illinois, at this adjourned session of the August meeting of said County Board, held at the Government Center in Geneva, Kane County, Illinois, that there be and there is hereby levied upon the Tamara Dittman Special Billing Area (Kane County SBA SW50) within the County of Kane, the sum of:

FIVE HUNDRED FIFTY DOLLARS ($550)

Such levy shall be spent for the objects and purposes as set forth in detail in the TAMARA DITTMAN SBA SW50 Budget of the County of Kane, State of Illinois for the fiscal period beginning December 1, 2026 and ending November 30, 2027.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Adopting a Tax Levy for the Tamara Dittman Special Billing Area

Committee Flow:
County Board

Contact:
Kathleen Hopkinson, 630.232.5132

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $550
If not budgeted, explain funding source:	
Was this item passed through the appropriate committee? Yes	

Summary:

The levy request for the Tamara Dittman Special Billing Area 2027 Budget for the fiscal period beginning December 1, 2026 and ending November 30, 2027 is $550.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-385

ADOPTING A TAX LEVY FOR THE EXPOSITION VIEW SPECIAL BILLING AREA

BE IT RESOLVED by the County Board of the County of Kane, State of Illinois, at this adjourned session of the August meeting of said County Board, held at the Government Center in Geneva, Kane County, Illinois, that there be and there is hereby levied upon the Exposition View Special Billing Area (Kane County SBA SW47) within the County of Kane, the sum of:

FIVE HUNDRED DOLLARS ($500)

Such levy shall be spent for the objects and purposes as set forth in detail in the EXPOSITION VIEW SBA SW47 Budget of the County of Kane, State of Illinois for the fiscal period beginning December 1, 2026 and ending November 30, 2027.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Adopting a Tax Levy for the Exposition View Special Billing Area

Committee Flow:
County Board

Contact:
Kathleen Hopkinson, 630.232.5132

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $500
If not budgeted, explain funding source:	
Was this item passed through the appropriate committee? Yes	

Summary:

The levy request for the Exposition View Special Billing Area 2027 Budget for the fiscal period beginning December 1, 2026 and ending November 30, 2027 is $500.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-386

ADOPTING A TAX LEVY FOR THE GENERAL FUND

WHEREAS, the exact increase in rate setting EAV will not be available until after the deadline for the County to establish the property tax levy; and

WHEREAS, it is permitted for the property tax levy rate to be adjusted downward at the time the levy is extended.

NOW, THEREFORE, BE IT RESOLVED by the County Board of the County of Kane, State of Illinois, at this adjourned session of the August meeting of said County Board, held at the Government Center in Geneva, Kane County, Illinois that there be and there is hereby levied upon all taxable property within the County of Kane, the sum of:

THIRTY-NINE MILLION NINE HUNDRED NINE THOUSAND SIX HUNDRED NINETY-THREE DOLLARS ($39,909,693)

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Adopting a Tax Levy for the General Fund

Committee Flow:
County Board

Contact:
Kathleen Hopkinson, 630.232.5132

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $39,909,693
If not budgeted, explain funding source:	
Was this item passed through the appropriate committee? Yes	

Summary:

The levy request for the General Fund – General Account 2027 Budget for the fiscal period beginning December 1, 2026 and ending November 30, 2027 is $39,909,693.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-387

ADOPTING A TAX LEVY FOR THE KANE COUNTY HEALTH FUND

BE IT RESOLVED by the County Board of the County of Kane, State of Illinois, at this adjourned session of the August meeting of said County Board, held at the Government Center in Geneva, Kane County, Illinois, that there be and there is hereby levied upon all taxable property within the County of Kane, the sum of:

ONE MILLION NINE HUNDRED SEVENTY-TWO THOUSAND FOUR HUNDRED FIFTY-FIVE DOLLARS ($1,972,455)

Such levy shall be spent for the objects and purposes as set forth in detail in the KANE COUNTY HEALTH FUND Budget of the County of Kane, State of Illinois for the fiscal period beginning December 1, 2026 and ending November 30, 2027.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Adopting a Tax Levy for the Kane County Health Fund

Committee Flow:
County Board

Contact:
Kathleen Hopkinson, 630.232.5132

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $1,972,455
If not budgeted, explain funding source:	
Was this item passed through the appropriate committee? Yes	

Summary:

The levy request for the Kane County Health Fund 2027 Budget for the fiscal period beginning December 1, 2026 and ending November 30, 2027 is $1,972,455.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-388

ADOPTING A TAX LEVY FOR THE COUNTY HIGHWAY MATCHING FUND

BE IT RESOLVED by the County Board of the County of Kane, State of Illinois, at this adjourned session of the August meeting of said County Board, held at the Government Center in Geneva, Kane County, Illinois, that there be and there is hereby levied upon all taxable property within the County of Kane, the sum of:

SIXTY-FIVE THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS ($65,125)

Such levy shall be spent for the objects and purposes as set forth in detail in the COUNTY HIGHWAY MATCHING FUND Budget of the County of Kane, State of Illinois for the fiscal period beginning December 1, 2026 and ending November 30, 2027.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Adopting a Tax Levy for the County Highway Matching Fund

Committee Flow:
County Board

Contact:
Kathleen Hopkinson, 630.232.5132

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $65,125
If not budgeted, explain funding source:	
Was this item passed through the appropriate committee? Yes	

Summary:

The levy request for the County Highway Matching Fund 2027 Budget for the fiscal period beginning December 1, 2026 and ending November 30, 2027 is $65,125.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-389

ADOPTING A TAX LEVY FOR THE COUNTY HIGHWAY FUND

BE IT RESOLVED by the County Board of the County of Kane, State of Illinois, at this adjourned session of the August meeting of said County Board, held at the Government Center in Geneva, Kane County, Illinois, that there be and there is hereby levied upon all taxable property within the County of Kane, the sum of:

FIVE MILLION TEN THOUSAND NINE HUNDRED NINE DOLLARS ($5,010,909)

Such levy shall be spent for the objects and purposes as set forth in detail in the COUNTY HIGHWAY FUND Budget of the County of Kane, State of Illinois for the fiscal period beginning December 1, 2026 and ending November 30, 2027.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Adopting a Tax Levy for the County Highway Fund

Committee Flow:
County Board

Contact:
Kathleen Hopkinson, 630.232.5132

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $5,010,909
If not budgeted, explain funding source:	
Was this item passed through the appropriate committee? Yes	

Summary:

The levy request for the County Highway Fund 2027 Budget for the fiscal period beginning December 1, 2026 and ending November 30, 2027 is $5,010,909.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-390

ADOPTING A TAX LEVY FOR THE ILLINOIS MUNICIPAL RETIREMENT FUND

BE IT RESOLVED by the County Board of the County of Kane, State of Illinois, at this adjourned session of the August meeting of said County Board, held at the Government Center in Geneva, Kane County, Illinois, that there be and there is hereby levied upon all taxable property within the County of Kane, the sum of:

FIVE MILLION NINE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED EIGHTY-SIX DOLLARS ($5,917,586)

Such levy shall be spent for the objects and purposes as set forth in detail in the ILLINOIS MUNICIPAL RETIREMENT FUND Budget of the County of Kane, State of Illinois for the fiscal period beginning December 1, 2026 and ending November 30, 2027.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Adopting a Tax Levy for the Illinois Municipal Retirement Fund

Committee Flow:
County Board

Contact:
Kathleen Hopkinson, 630.232.5132

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $5,917,586
If not budgeted, explain funding source:	
Was this item passed through the appropriate committee? Yes	

Summary:

The levy request for the Illinois Municipal Retirement Fund 2027 Budget for the fiscal period beginning December 1, 2026 and ending November 30, 2027 is $5,917,586.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-391

ADOPTING A TAX LEVY FOR THE INSURANCE LIABILITY FUND

BE IT RESOLVED by the County Board of the County of Kane, State of Illinois, at this adjourned session of the August meeting of said County Board, held at the Government Center in Geneva, Kane County, Illinois, that there be and there is hereby levied upon all taxable property within the County of Kane, the sum of:

SIX MILLION FOUR HUNDRED ELEVEN THOUSAND NINE HUNDRED EIGHTEEN DOLLARS ($6,411,918)

Such levy shall be spent for the objects and purposes as set forth in detail in the INSURANCE LIABILITY FUND Budget of the County of Kane, State of Illinois for the fiscal period beginning December 1, 2026 and ending November 30, 2027.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Adopting a Tax Levy for the Insurance Liability Fund

Committee Flow:
County Board

Contact:
Kathleen Hopkinson, 630.232.5132

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $6,411,918
If not budgeted, explain funding source:	
Was this item passed through the appropriate committee? Yes	

Summary:

The levy request for the Insurance Liabilty Fund 2027 Budget for the fiscal period beginning December 1, 2026 and ending November 30, 2027 is $6,411,918.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-392

ADOPTING A TAX LEVY FOR THE MILL CREEK SPECIAL SERVICE AREA

BE IT RESOLVED by the County Board of the County of Kane, State of Illinois, at this adjourned session of the August meeting of said County Board, held at the Government Center in Geneva, Kane County, Illinois, that there be and there is hereby levied upon the Mill Creek Special Service Area within the County of Kane, the sum of:

ONE MILLION ONE HUNDRED THIRTY-SEVEN THOUSAND NINE HUNDRED SIXTY-EIGHT DOLLARS ($1,137,968)

Such levy shall be spent for the objects and purposes as set forth in detail in the MILL CREEK SPECIAL SERVICE AREA Budget of the County of Kane, State of Illinois for the fiscal period beginning December 1, 2026 and ending November 30, 2027.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Adopting a Tax Levy for the Mill Creek Special Service Area

Committee Flow:
County Board

Contact:
Kathleen Hopkinson, 630.232.5132

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $1,137,968
If not budgeted, explain funding source:	
Was this item passed through the appropriate committee? Yes	

Summary:

The levy request for the Mill Creek Special Service Area 2027 Budget for the fiscal period beginning December 1, 2026 and ending November 30, 2027 is $1,137,968.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-393

ADOPTING A TAX LEVY FOR THE PLANK ROAD ESTATES SPECIAL BILLING AREA

BE IT RESOLVED by the County Board of the County of Kane, State of Illinois, at this adjourned session of the August meeting of said County Board, held at the Government Center in Geneva, Kane County, Illinois, that there be and there is hereby levied upon the Plank Road Estates Special Billing Area (Kane County SBA SW45) within the County of Kane, the sum of:

ONE THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS ($1,575)

Such levy shall be spent for the objects and purposes as set forth in detail in the PLANK ROAD ESTATES SBA SW45 Budget of the County of Kane, State of Illinois for the fiscal period beginning December 1, 2026 and ending November 30, 2027.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Adopting a Tax Levy for the Plank Road Estates Special Billing Area

Committee Flow:
County Board

Contact:
Kathleen Hopkinson, 630.232.5132

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $1,575
If not budgeted, explain funding source:	
Was this item passed through the appropriate committee? Yes	

Summary:

The levy request for the Plank Road Estates Special Billing Area 2027 Budget for the fiscal period beginning December 1, 2026 and ending November 30, 2027 is $1,575.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-394

ADOPTING A TAX LEVY FOR THE SHIREWOOD FARM SPECIAL SERVICE AREA

BE IT RESOLVED by the County Board of the County of Kane, State of Illinois, at this adjourned session of the August meeting of said County Board, held at the Government Center in Geneva, Kane County, Illinois, that there be and there is hereby levied upon the Shirewood Farm Special Service Area (Kane County SSA SW39) within the County of Kane, the sum of:

ONE HUNDRED TEN DOLLARS ($110)

Such levy shall be spent for the objects and purposes as set forth in detail in the SHIREWOOD FARM SSA SW39 Budget of the County of Kane, State of Illinois for the fiscal period beginning December 1, 2026 and ending November 30, 2027.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Adopting a Tax Levy for the Shirewood Farm Special Service Area

Committee Flow:
County Board

Contact:
Kathleen Hopkinson, 630.232.5132

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $110
If not budgeted, explain funding source:	
Was this item passed through the appropriate committee? Yes	

Summary:

The levy request for the Shirewood Farm Special Service Area 2027 Budget for the fiscal period beginning December 1, 2026 and ending November 30, 2027 is $110.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-395

ADOPTING A TAX LEVY FOR THE SOCIAL SECURITY FUND

BE IT RESOLVED by the County Board of the County of Kane, at this adjourned session of the August meeting of said County Board, held at the Government Center in Geneva, Kane County, Illinois, that there be and there is hereby levied upon all taxable property within the County of Kane, the sum of:

FOUR MILLION SIX HUNDRED NINETY-FOUR THOUSAND EIGHT HUNDRED FORTY-THREE DOLLARS ($4,694,843)

Such levy shall be spent for the objects and purposes as set forth in detail in the SOCIAL SECURITY FUND Budget of the County of Kane, State of Illinois for the fiscal period beginning December 1, 2026 and ending November 30, 2027.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Adopting a Tax Levy for the Social Security Fund

Committee Flow:
County Board

Contact:
Kathleen Hopkinson, 630.232.5132

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $4,694,843
If not budgeted, explain funding source:	
Was this item passed through the appropriate committee? Yes	

Summary:

The levy request for the Social Security Fund 2027 Budget for the fiscal period beginning December 1, 2026 and ending November 30, 2027 is $4,694,843.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-396

ADOPTING A TAX LEVY FOR THE VETERANS' COMMISSION FUND

BE IT RESOLVED by the County Board of the County of Kane, State of Illinois, at this adjourned session of the August meeting of said County Board, held at the Government Center in Geneva, Kane County, Illinois, that there be and there is hereby levied upon all taxable property within the County of Kane, the sum of:

SIX HUNDRED FOURTEEN THOUSAND SIX HUNDRED NINETY DOLLARS ($614,690)

Such levy shall be spent for the objects and purposes as set forth in detail in the VETERANS' COMMISSION FUND Budget of the County of Kane, State of Illinois for the fiscal period beginning December 1, 2026 and ending November 30, 2027.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Adopting a Tax Levy for the Veterans' Commission Fund

Committee Flow:
County Board

Contact:
Kathleen Hopkinson, 630.232.5132

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $614,690
If not budgeted, explain funding source:	
Was this item passed through the appropriate committee? Yes	

Summary:

The levy request for the Veterans' Commission Fund 2027 Budget for the fiscal period beginning December 1, 2026 and ending November 30, 2027 is $614,690.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-397

ADOPTING A TAX LEVY FOR THE WILDWOOD WEST SPECIAL BILLING AREA

BE IT RESOLVED by the County Board of the County of Kane, at this adjourned session of the August meeting of said County Board, held at the Government Center in Geneva, Kane County, Illinois, that there be and there is hereby levied upon the Wildwood West Special Billing Area (Kane County SBA SW41) within the County of Kane, the sum of:

THREE THOUSAND DOLLARS ($3,000)

Such levy shall be spent for the objects and purposes as set forth in detail in the WILDWOOD WEST SBA SW41 Budget of the County of Kane, State of Illinois for the fiscal period beginning December 1, 2026 and ending November 30, 2027.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Adopting a Tax Levy for the Wildwood West Special Billing Area

Committee Flow:
County Board

Contact:
Kathleen Hopkinson, 630.232.5132

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $3,000
If not budgeted, explain funding source:	
Was this item passed through the appropriate committee? Yes	

Summary:

The levy request for the Wildwood West Special Billing Area 2027 Budget for the fiscal period beginning December 1, 2026 and ending November 30, 2027 is $3,000.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-339

AUTHORIZING A CONTRACT EXTENSION WITH M/M PETERS CONSTRUCTION, INC. FOR KANE COUNTY CONCRETE SERVICES FOR THE BUILDING MANAGEMENT DEPARTMENT AND THE MILL CREEK SPECIAL SERVICE AREA (SSA) (BID# 23-041)

WHEREAS, bids were solicited for the Concrete Services Bid (BID# 23-041) for facilities maintained by Building Management throughout the County of Kane. A total of one (1) bid was received by the July 10, 2023 at 2:30 p.m. deadline; and

WHEREAS, the responsive and responsible bidder for the Concrete Services is M/M Peters Construction, Inc. of Aurora, IL; and

WHEREAS, the contract covers Concrete Services on a project-by-project basis at the per hour rates cited in their contract for Kane County Government facilities, and Building Management anticipates services needs up to Six Hundred Thousand Dollars ($600,000) per fiscal year ($400,000 for the Mill Creek Special Service Area and $200,000 for the Building Management Department); and

WHEREAS, this was a two (2) year contract, with two (2) one (1) year extensions if mutually agreed upon and the Kane County Board approves. This is executing the second and final one (1) year contract extension; and

WHEREAS, accordingly, appropriate funds have been budgeted in the FY2026 Building Management and Mill Creek Special Service Area budgets.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized and directed to execute the second and final one (1) year contract extension with M/M Peters Construction, Inc., 178 S. Western Avenue, Aurora, IL 60506 for Concrete Services on a project-by-project basis in an amount not to exceed Six Hundred Thousand Dollars ($600,000) (400,000 for the Mill Creek Special Service Area and $200,000 for the Building Management Department) per fiscal year.

Line Item: 001.080.080.52110, 500.800.805.72010, 520.690.730.52120, Various
Line Item Description: Repairs and Maint- Buildings and Grounds, Capital Building Improvements, Various
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing a Contract Extension with M/M Peters Construction, Inc. for Kane County Concrete Services for the Building Management Department and the Mill Creek Special Service Area (SSA) (BID#23-041)

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Kevin Harris, 630-762-2174

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $600,000
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution is authorizing the second and final one (1) year extension. The contract covers Concrete Services on a project-by-project basis at the per hour rates cited in their contract for Kane County Government facilities. Building Management anticipates services needs up to Six Hundred Thousand Dollars ($600,000) per fiscal year ($400,000 for the Mill Creek Special Service Area and $200,000 for the Building Management Department).

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-340

AUTHORIZING A CONTRACT EXTENSION FOR WALL FINISHING AND PAINTING SERVICES WITH MIDWEST DECORATING, INC. FOR THE KANE COUNTY BUILDING MANAGEMENT DEPARTMENT (BID# 22-038)

WHEREAS, bids were solicited for the Wall Finishing and Painting Services (BID# 22-038) for facilities maintained by Building Management throughout the County of Kane. A total of two (2) bids were received by the June 9, 2023 p.m. deadline; and

WHEREAS, the Building Management Department outsources certain Wall Finishing and Painting Services which cannot be performed in-house by County staff; and

WHEREAS, the contract covers Wall Finishing and Painting Services at Kane County Government facilities, and Building Management anticipates service needs up to Two Hundred Thousand Dollars ($200,000) per fiscal year; and

WHEREAS, the responsive and responsible bidder for Wall Finishing and Painting Services is Midwest Decorating, Inc. of Hampshire, IL; and

WHEREAS, Midwest Decorating, Inc., will be used on a project-by-project basis, at the per hour rates cited in their contract; and

WHEREAS, this is the second one (1) year extension out of the possible three (3) available.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized and directed to execute a contract extension with Midwest Decorating, Inc., 44W108 US Highway 20, Hampshire, IL 60140 for Wall Finishing and Painting Services on a project-by-project basis for this one (1) year extension in an amount not to exceed Two Hundred Thousand Dollars ($200,000) per fiscal year.

Line Item: 001.080.080.52110, 500.800.805.72010, Various
Line Item Description: Repairs and Maintenance Buildings, Capital, Various
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing a Contract Extension for Wall Finishing and Painting Services with Midwest Decorating, Inc. for the Kane County Building Management Department (BID#22-038)

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Kevin Harris, 630-762-2174

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $200,000
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

The Building Management Department outsources certain Wall Finishing and Painting Services which cannot be performed in-house by County staff. The contract covers Wall Finishing and Painting Services at Kane County Government facilities, and is used on a project-by-project basis. This resolution authorizes the second one (1) year extension out of the possible three (3) available in an amount not to exceed Two Hundred Thousand Dollars ($200,000) per fiscal year.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-341

AUTHORIZING A CONTRACT WITH BATAVIA INSTANT PRINT, INC. TO FURNISH, PRINT AND DELIVER NCR FORMS FOR THE BUILDING MANAGEMENT DEPARTMENT (BID# 26-026-DH)

WHEREAS, bids have been solicited for the Kane County Building Management Department to Furnish, Print, and Deliver NCR Forms (BID# 26-026-DH). A total of one (1) bid was received by the June 12, 2026 deadline; and

WHEREAS, the lowest responsive and responsible bidder, as per bid documents and specifications is Batavia Instant Print, Inc. 33W480 Fabyan Parkway, Suite 104, West Chicago, IL 60185; and

WHEREAS, this contract is for one (1) year and will include four (4) one (1) year options for renewal, if mutually agreed upon by both parties. Kane County reserves the right to change the commencement and/or end of the contract periods; and

WHEREAS, this pricing contract shall allow the County to order NCR forms on an as needed basis. This contract is for the printing & delivery of various NCR forms that are utilized by a number of different County facilities; and

WHEREAS, the contract calls for the use of funds beyond the present budget year and the County of Kane acknowledges the necessity of the appropriation of such funds.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized and directed to execute a one (1) year contract with optional four (4) one (1) year renewals with Batavia Instant Print, Inc. 33W480 Fabyan Parkway, Suite 104 West Chicago, IL 60185 to Furnish, Print and Deliver NCR Forms for the Building Management Department in the amount not to exceed Eighty Thousand Dollars ($80,000) per fiscal year.

Line Item: 001.080.080.60110, Various
Line Item Description: Contractual Services Printing General, Various
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing a Contract with Batavia Instant Print, Inc. to Furnish, Print, and Deliver NCR Forms for the Building Management Department (BID#26-026-DH)

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Kevin Harris, 630-762-2174

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $80,000
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution authorizes a contract with Batavia Instant Print, Inc. for the printing & delivery on an as-needed basis of various NCR forms that are utilized by a number of different County facilities. This authorizes a not to exceed amount of Eighty Thousand Dollars ($80,000) per fiscal year.

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

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

Telephone: (630) 208-3803
Fax: (630) 208-5107

June 22, 2026

PROCUREMENT SYNOPSIS

Requesting Department:	Building Management
Procurement Name:	BID # 26-026-DH Furnish, Print, and Deliver NCR Forms
Recommended Vendor:	Batavia Instant Print, Inc.

NOTIFICATION AND RESPONSE

Public Notices: Bidnet Direct and The Daily Herald

Advertising Date:	May 28, 2026	Notices sent/Plan Holders: 136/27
Proposal Due Date:	June 12, 2026	Bids Received: 1

PURPOSE

The County of Kane accepted bids from qualified and experienced vendors to furnish, print and deliver carbonless (NCR) forms for various Kane County locations for a one (1) year period with four (4) possible one (1) year renewal options.

Upon the close of the solicitation period, one (1) responsive bid was received, as follows:

VENDOR	Base Bid A	Base Bid B	Base Bid C	Base Bid D	Option A
Batavia Instant Print, Inc. 33W480 Fabyan Pkwy, Ste 104 West Chicago, IL 60185	$13,448.69	$131,448.41	$139,169.28	$41,149.15	$918.99

The bid was reviewed by the Building Management Department who confirmed the bidder possesses the institutional knowledge and demonstrated ability to satisfactorily perform the contract requirements. The submitted pricing was determined to be fair, reasonable, and acceptable based on historical expenditures, market conditions, and the department's operational needs. Building Management staff, with the support of the Purchasing Department, recommends awarding of this contract to the sole responsive responsible bidder, Batavia Instant Print, Inc. of West Chicago, IL, pending approval by the Committee and the full Kane County Board.

Submitted By:

Danielle Hoffman

Kane County Purchasing Department, Buyer

cc: Building Management
Bid File

KANE COUNTY
OFFER TO CONTRACT FORM
BID 26-026-DH
FURNISH, PRINT AND DELIVER NCR FORMS

Bid Due Date & Time: JUNE 12, 2026 AT 10:00 AM (CT).

Step 1: Bid response submitted electronically to https://www.bidnetdirect.com/illinois/kanecounty

No formal public opening of bids will take place.

Step 2: Kane County Purchasing,719 S. Batavia Ave., BLD A, Room 212, Geneva, IL 60134

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

Submitted By: Batavia Instant Print, 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 27) 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 Offeror, Bidder, Contractor, and Vendor are used interchangeably.

II. In submitting this Offer, the Vendor acknowledges:

A. All bid documents have been examined: Instructions to Bidder, Statement of Work, including the Specifications and the following addenda:

No. Yes, No._____, No._____, (Contractor to acknowledge addenda # here.)

B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations, as Vendor deems necessary.

C. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner.

BP 6/12/26

III. BASE BID:

All carbonless (NCR) paper is standard 20# uniform white first page and 20# uniform subsequence color pages. Pricing is based on a per case increment and form quantity as specified in statement of work. The per case cost shall be based on County's specified case counts.

A. Provide pricing for less than case orders for single and double-sided NCR forms, for quantities of 100 increments to 900 printed forms.

8.5x11 Single Sided	100	200	300	400	500	600	700	800	900
2-Parts - 1 sided printed, black ink	$ 61.63	$ 70.65	$ 79.68	$ 88.70	$ 97.73	$ 106.75	$ 115.78	$ 124.80	$ 133.83
3-Parts - 1 sided printed, black ink	$ 84.24	$ 98.30	$ 112.37	$ 126.44	$ 140.50	$ 154.57	$ 168.63	$ 182.70	$ 196.77
4-Parts - 1 sided printed, black ink	$ 107.16	$ 126.62	$ 146.08	$ 165.54	$ 185.00	$ 204.45	$ 223.91	$ 243.37	$ 262.83
5-Parts - 1 sided printed, black ink	$ 125.52	$ 149.85	$ 174.17	$ 198.50	$ 222.82	$ 247.14	$ 271.47	$ 295.79	$ 320.11

8.5x11 Double Sided	100	200	300	400	500	600	700	800	900
2-Parts - 1 sided printed, black ink	$ 94.31	$ 103.33	$ 112.36	$ 121.38	$ 130.41	$ 139.43	$ 148.46	$ 157.48	$ 166.51
3-Parts - 1 sided printed, black ink	$ 129.51	$ 143.57	$ 157.64	$ 171.71	$ 185.77	$ 199.84	$ 213.90	$ 227.97	$ 242.04
4-Parts - 1 sided printed, black ink	$ 165.02	$ 184.48	$ 203.94	$ 223.40	$ 242.86	$ 262.31	$ 281.77	$ 301.23	$ 320.69
5-Parts - 1 sided printed, black ink	$ 191.92	$ 216.25	$ 240.57	$ 264.90	$ 289.22	$ 313.54	$ 337.87	$ 362.19	$ 386.51

B. Full case single sided order

DESCRIPTION	QUANTITY OF 1 - 5 CASES				
CARBONLESS (NCR) FORM SPECIFICATION – FULL PAGE 8.5 X 11 SINGLE SIDED	TOTAL COST 1 CASE	TOTAL COST 2 CASES	TOTAL COST 3 CASES	TOTAL COST 4 CASES	TOTAL COST 5 CASES
2-Parts - 1 side printed, black ink	$ 338.64	$ 611.78	$ 881.21	$ 1162.55	$ 1443.49
3-Parts - 1 side printed, black ink	$ 347.44	$ 629.37	$ 907.61	$ 1197.75	$ 1487.49
4-Parts - 1 side printed, black ink	$ 361.24	$ 651.18	$ 939.01	$ 1237.95	$ 1536.49
5-Parts - 1 side printed, black ink	$ 372.99	$ 675.49	$ 974.28	$ 1284.98	$ 1595.27

BP 6/12/26

DESCRIPTION	QUANTITY OF 6 – 10 CASES				
CARBONLESS (NCR) FORM SPECIFICATION – FULL PAGE 8.5 X 11 SINGLE SIDED	TOTAL COST 6 CASES	TOTAL COST 7 CASES	TOTAL COST 8 CASES	TOTAL COST 9 CASES	TOTAL COST 10 CASES
2-Parts - 1 side printed, black ink	$ 1567.21	$ 1828.41	$ 2089.61	$ 2350.81	$ 2361.59
3-Parts - 1 side printed, black ink	$ 1725.90	$ 2013.55	$ 2301.20	$ 2588.85	$ 2580.67
4-Parts - 1 side printed, black ink	$ 1848.07	$ 2156.09	$ 2464.10	$ 2772.11	$ 2739.07
5-Parts - 1 side printed, black ink	$ 1906.72	$ 2224.51	$ 2542.29	$ 2860.08	$ 2801.08

DESCRIPTION	QUANTITY OF 11 - 15 CASES				
CARBONLESS (NCR) FORM SPECIFICATION – FULL PAGE 8.5 X 11 SINGLE SIDED	TOTAL COST 11 CASES	TOTAL COST 12 CASES	TOTAL COST 13 CASES	TOTAL COST 14 CASES	TOTAL COST 15 CASES
2-Parts - 1 side printed, black ink	$ 2597.75	$ 2833.90	$ 3070.06	$ 3306.22	$ 3320.65
3-Parts - 1 side printed, black ink	$ 2838.73	$ 3096.80	$ 3354.87	$ 3612.93	$ 3611.74
4-Parts - 1 side printed, black ink	$ 3012.98	$ 3286.89	$ 3560.80	$ 3834.70	$ 3814.99
5-Parts - 1 side printed, black ink	$ 3081.99	$ 3361.30	$ 3641.40	$ 3921.51	$ 3930.27

C. Full case double sided order

DESCRIPTION	QUANTITY OF 1 - 5 CASES				
CARBONLESS (NCR) FORM SPECIFICATION – FULL PAGE 8.5 X 11 DOUBLE SIDED	TOTAL COST 1 CASE	TOTAL COST 2 CASES	TOTAL COST 3 CASES	TOTAL COST 4 CASES	TOTAL COST 5 CASES
2-Parts - 2 sides printed, black ink	$ 407.54	$ 712.78	$ 998.21	$ 1310.55	$ 1619.99
3-Parts - 2 sides printed, black ink	$ 416.34	$ 730.37	$ 1024.61	$ 1345.75	$ 1663.99
4-Parts - 2 sides printed, black ink	$ 425.14	$ 747.98	$ 1051.01	$ 1380.95	$ 1707.99
5-Parts - 2 sides printed, black ink	$ 436.89	$ 771.49	$ 1086.28	$ 1427.98	$ 1766.77

BIP 6/12/26

DESCRIPTION	QUANTITY OF 6 - 10 CASES				
CARBONLESS (NCR) FORM SPECIFICATION – FULL PAGE 8.5 X 11 DOUBLE SIDED	TOTAL COST 6 CASE	TOTAL COST 7 CASES	TOTAL COST 8 CASES	TOTAL COST 9 CASES	TOTAL COST 10 CASES
2-Parts - 2 sides printed, black ink	$ 1682.84	$ 1963.31	$ 2243.78	$ 2524.25	$ 2477.01
3-Parts - 2 sides printed, black ink	$ 1844.03	$ 2151.36	$ 2458.70	$ 2766.04	$ 2698.82
4-Parts - 2 sides printed, black ink	$ 1941.74	$ 2265.36	$ 2588.98	$ 2912.61	$ 2822.61
5-Parts - 2 sides printed, black ink	$ 2025.30	$ 2362.85	$ 2700.40	$ 3037.95	$ 2920.15

DESCRIPTION	QUANTITY OF 11 - 15 CASES				
CARBONLESS (NCR) FORM SPECIFICATION – FULL PAGE 8.5 X 11 DOUBLE SIDED	TOTAL COST 11 CASE	TOTAL COST 12 CASES	TOTAL COST 13 CASES	TOTAL COST 14 CASES	TOTAL COST 15 CASES
2-Parts - 2 sides printed, black ink	$ 2724.71	$ 2972.42	$ 3220.12	$ 3467.82	$ 3436.58
3-Parts - 2 sides printed, black ink	$ 2968.70	$ 3238.58	$ 3508.46	$ 3778.34	$ 3730.88
4-Parts - 2 sides printed, black ink	$ 3104.87	$ 3387.14	$ 3669.40	$ 3951.66	$ 3935.99
5-Parts - 2 sides printed, black ink	$ 3212.17	$ 3504.18	$ 3796.19	$ 4088.21	$ 4052.18

D. – Half Sheet (two up)

DESCRIPTION	QUANTITY OF 1 - 5 CASES				
CARBONLESS (NCR) FORM SPECIFICATION – HALF PAGE (TWO UP) 8.5 X 5.5 SINGLE SIDED	TOTAL COST 1 CASE	TOTAL COST 2 CASES	TOTAL COST 3 CASES	TOTAL COST 4 CASES	TOTAL COST 5 CASES
2-Parts - 1 side printed, black ink	$ 367.84	$ 612.40	$ 897.72	$ 1206.29	$ 1507.35
3-Parts - 1 side printed, black ink	$ 376.64	$ 630.00	$ 924.11	$ 1241.49	$ 1551.36
4-Parts - 1 side printed, black ink	$ 390.44	$ 652.60	$ 955.51	$ 1281.45	$ 1600.36
5-Parts - 1 side printed, black ink	$ 402.19	$ 700.91	$ 1040.38	$ 1371.88	$ 1708.74

BIP 6/12/26

DESCRIPTION	QUANTITY OF 1 - 5 CASES				
CARBONLESS (NCR) FORM SPECIFICATION – HALF PAGE (TWO UP) 8.5 X 5.5 DOUBLE SIDED	TOTAL COST 1 CASE	TOTAL COST 2 CASES	TOTAL COST 3 CASES	TOTAL COST 4 CASES	TOTAL COST 5 CASES
2-Parts - 2 sides printed, black ink	$ 421.84	$ 702.12	$ 1039.12	$ 1366.83	$ 1700.12
3-Parts - 2 sides printed, black ink	$ 430.64	$ 719.71	$ 1053.52	$ 1389.03	$ 1744.14
4-Parts - 2 sides printed, black ink	$ 439.44	$ 737.32	$ 1091.92	$ 143723	$ 178414
5-Parts - 2 sides printed, black ink	$ 451.19	$ 760.83	$ 1127.19	$ 1484.26	$ 1848.90

Guarantee completion and delivery of printed (NCR) forms within 2-4 business days after receipt of purchase order. As Long As PAPER IS AVAILABLE From Mill

This printing contract shall allow the County to order NCR forms on an as needed basis, with minimum order increments of 100 printed forms up to 1-5 cases. Vendor shall indicate if small order increments of different types of forms can be combined, allowing the County an option for a price break by ordering a higher total quantity of cases.

Will you offer an option for the County to combined small orders for a price break?

YES (NO) (Circle One)

OPTION – A:
Blank carbonless (NCR) paper requirement: 20# front page and 20# subsequence colors pages.

NCR FORM	SHEETS PER CASE	SET OF FORMS PER CASE	COST PER CASE
2-Parts Carbonless (NCR) Form	5000	2500	$ 216.62
3-Parts Carbonless (NCR) Form	5000	1666	$ 225.06
4-Parts Carbonless (NCR) Form	5000	1250	$ 233.51
5-Parts Carbonless (NCR) Form	5000	1000	$ 244.80

Blank carbonless minimum order quantity for a price break: 1 cases

E. Optional – Blank NCR Forms

Vendor to provide pricing and delivery of 20# front page and 20# subsequence colors for pages of blank NCR paper, no padding, indicate sheet quantity per case, and total sets of forms per case if different than specified.

F. STEP 2: SUBMISSION – SEALED ENVELOPE - PHYSICAL SAMPLE REQUIREMENT

☑ Physical samples of pre-printed NCR forms, based on print requirements in Section A-B, were physically mailed or dropped off to the location specified on cover sheet / SOW.

BIP 6/12/26

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 one (1) year contract with four (4) possible one (1) year renewal extensions. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE MUST SIGN THIS SECTION.**

Signature _____

Typed Name & Title SCOT T. BROCKNER President

Company BATAVIA INSTANT PRINT, INC

Address/City/State 33W480 FABYAN PARKWAY, SUITE 104

Phone # 630 2620370 Email BIPEIP@sbcglobal.net

Federal I.D./Social Security # 36-3318673 Date 6/11/2026

ACCEPTANCE

The Offer is hereby accepted for the **Furnish, Print and Deliver NCR Forms** contract.

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

This contract shall henceforth be referred to as **Contract Number 26-026**. The Vendor has been cautioned not to commence any billable work or to provide any supplies or services until said vendor receives a purchase order and or notice to proceed.

_____ _____

Corinne Pierog MA, MBA Date
Chairman, Kane County Board
Kane County, Illinois

BIP 6/12/26

VENDOR CERTIFICATION

This information is collected for reporting purposes only and will not have any influence on vendor selection. It is required by the State of Illinois. Please check any of the following boxes that apply to the ownership of your firm.

- [ ] Minority-owned Business (MBE)
- [ ] Woman-owned Business (WBE)
- [ ] Business Enterprise Program (BEP)
- [ ] Small Disadvantaged Business (SDB)
- [x] Kane County Local Business
- [ ] Veteran-owned Business Enterprise (VBE)
- [ ] Service-Disabled Veteran-owned Business Enterprise (SDVBE)
- [ ] Veteran-owned Small Business (VOSB)
- [ ] Persons with Disabilities-owned Business Enterprises (PDBE)
- [ ] N/A – These categories do not apply to my business

Please Note: It is required that you check at least one box.

REFERENCES
FURNISH, PRINT AND DELIVER NCR FORMS
For
KANE COUNTY BOARD, Geneva, Illinois

List below businesses or other organizations for which you have provided comparable services within the last three years:

Offeror's Name: BATAVIA INSTANT PRINT, INC

1. Organization: TEE JAY SERVICE CO
   Address: 958 CORPORATE BLVD.
   City, State, Zip Code: AURORA, IL 60502
   Telephone Number: 630 406-1406
   Contact Person: BRIAN SMITH
   Description of Project: CARBONLESS FORMS & BUSINESS PRINT Date of Project Various FOR 30+ YRS
   E-mail Address: ACOX@TEEJAYDOORS.COM
2. Organization: KANE CO MAIL ROOM
   Address: 719 S. BATAVIA AVE
   City, State, Zip Code: GENEVA IL 60134
   Telephone Number: 630-262-5909
   Contact Person: DAVE G
   Description of Project: Carbonless Forms & Business Print Date of Project Various FOR 20+ YEARS
   E-Mail Address: MAILROOM@CO.KANE.IL.US
3. Organization: FLINN SCIENTIFIC
   Address: PO. BOX 219
   City, State, Zip Code: BATAVIA IL 60510
   Telephone Number: 630-389-3742
   Contact Person: SCOTT NOON
   Description of Project: Carbonless forms & Business Print Date of Project Various FOR 40+ YEARS
   E-Mail Address: SNOON@FLINNSCI.COM
4. Organization: FIRST INSPECTION SERVICES
   Address: 912 WALNUT
   City, State, Zip Code: BATAVIA IL 60510
   Telephone Number: 630-879-6145
   Contact Person: PETE KRAFT
   Description of Project: Carbonless forms Date of Project Various 10+ YEARS
   E-Mail Address: FIRSTINSPECTIONSERVICES@gmail.com

BIP 6/12/26

Batavia Instant Print, Inc.
graphic solutions and design

6/11/2026

CONTRACTOR DISCLOSURE

As of June 11, 2026, Batavia Instant Print, Inc., to the best of my knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12 month period. Below is a list of share holders or owners, with at last 5% holdings in Batavia Instant Print, Inc.

Mr. Scot Brockner – 50%
927 Stonehaven Dr.
Elgin, IL 60124

Mrs. Katherine Brockner – 50%
927 Stonehaven Dr.
Elgin, IL 60124

Officer Scot Brockner Date 6/11/2026

Title President

Subscribed and sworn this 11th day of June, 2026

Linda Cretney
Notary Public

LINDA CRETNEY
Official Seal
Notary Public - State of Illinois
My Commission Expires Sep 8, 2026

Batavia Instant Print, Inc.
graphic solutions and design

6/11/2026

FAMILIAL RELATIONSHIP DISCLOSURE

As of June 11, 2026, Batavia Instant Print, Inc., to the best of my knowledge the Owners, Officers or Executives do not have familial relationship with any County Elected Official or County Department Director within the last 12 month period. "Familial Relationship is defined in the attached Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than $30,000, fails to disclose to the county a familial relationship between a county Elected Official or County Department Director.

Officer Jeff T Brooks Date 6/11/2026

Title President

Subscribed and sworn this 11th day of June, 2026

Linda Cretney

Notary Public

LINDA CRETNEY
Official Seal
Notary Public - State of Illinois
My Commission Expires Sep 8, 2026

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-342

AUTHORIZING A CONTRACT WITH SECOND CHANCE CARDIAC SOLUTIONS, INC. FOR THE AUTOMATED EXTERNAL DEFIBRILLATOR (AED) SUPPLIES & SERVICES FOR THE BUILDING MANAGEMENT DEPARTMENT (BID# 26-036-DH)

WHEREAS, bids have been solicited for the Kane County Building Management Department Automated External Defibrillator (AED) Supplies & Services (BID# 26-036-DH). A total of six (6) bids were received by the May 19, 2026 deadline; and

WHEREAS, the lowest responsive and responsible bidder, as per bid documents and specifications, was Second Chance Cardiac Solutions, Inc., 103 S. Bridge St., Yorkville, IL 60560; and

WHEREAS, this contract is for two (2) years and will include three (3) additional one (1) year options for renewal, if mutually agreed upon by both parties. Kane County reserves the right to change the commencement and/or end of the contract periods; and

WHEREAS, the cost of annual inspection is Forty-Nine Dollars and Ninety-Five Cents ($49.95) per AED Machine. Kane County currently has Fifty (50) AED machines that are maintained by Building Management. The cost of supplies is outlined in the BID response and overall, Second Chance Cardiac Solutions, Inc. has the lowest cost; and

WHEREAS, the estimated cost based on annual inspection and AED supplies per fiscal year is Two Thousand Five Hundred Dollars ($2,500) for inspection and Thirty-Two Thousand Five Hundred Dollars ($32,500) for supplies for a total of Thirty-Five Thousand Dollars ($35,000) per fiscal year.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized and directed to execute a two (2) year contract with optional three (3) one (1) year renewals with Second Chance Cardiac Solutions, Inc., 103 S. Bridge St., Yorkville, IL 60560, for the Automated External Defibrillator (AED) Supplies & Services for the Building Management Department in the amount not to exceed Thirty-Five Thousand Dollars ($35,000) per fiscal year.

Line Item: 001.080.080.52110, Various
Line Item Description: Repairs and Maint Buildings, Various
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing a Contract with Second Chance Cardiac Solutions, Inc. for the Automated External Defibrillator (AED) Supplies & Services for the Building Management Department (BID#26-036-DH)

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Kevin Harris, 630-762-2174

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $35,000
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution is authorizing a contract with Second Chance Cardiac Solutions, Inc. for Automated External Defibrillator (AED) Supplies & Services (BID#26-036-DH). The cost of annual inspection is Forty Nine Dollars and Ninety Five Cents ($49.95) per AED Machine. Kane County currently has Fifty (50) AED machines that are maintained by Building Management. The cost of supplies is outlined in the BID response and overall, Second Chance Cardiac Solutions, Inc. has the lowest cost. This will be in an amount not to exceed Thirty Five Thousand Dollars ($35,000) per fiscal year.

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

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

Telephone: (630) 208-3803
Fax: (630) 208-5107

July 8, 2026

PROCUREMENT SYNOPSIS

Requesting Department:	Building Management
Procurement Name:	BID # 26-036-DH Automated External Defibrillator (AED) Supplies & Services
Recommended Vendor:	Second Chance Cardiac Solutions, Inc.

NOTIFICATION AND RESPONSE

Public Notices: •Bidnet Direct •The Daily Herald

Advertising Date:	May 4, 2026	Notices sent/Plan Holders: 111/39
Bd Due Date:	May 19, 2026	Bids Received: 6

PURPOSE

The County of Kane accepted competitive sealed bids from qualified vendors for the purchase of various AED Supplies and related services, including but not limited to annual inspection and certification, for the Building Management Department on an as-needed basis. The resulting contract shall ensure timely access to competitively priced, high-quality and compliant products to support emergency response readiness across multiple County locations. This is a two (2) year contract with mutual options for three (3) one-year renewal periods if agreed upon by both parties.

The following bids were received:

VENDOR	Fixed % Discount	Unit Cost per AED	Total Annual Cost*
Cintas Corporation	N/A	$25.00	$1,250.00
Retrac Inc. dba Think Safe, Inc.	12%	$40.00	$2,000.00
Second Chance Cardiac Solutions, Inc.	**21%**	**$49.95**	**$2,497.50**
LifeSafe Services LLC	5%	$115.00	$5,750.00
Rescue One Training for Life, Inc.	Provided based on category	$140.00	$7,000.00
AED Service America	N/A	$389.00	$19,450.00

**Based on current actual AED quantity of fifty (50) units*

The bids were reviewed by the Building Management Department who determined no bidder submitted pricing for all one hundred (100) items listed on the solicitation document “Attachment 1 - Specified Bid Items”. Accordingly, an accurate comparison of all item’s pricing could not be performed.

Consistent with Section D. “Award” on page twenty (20) of the Invitation to Bid documents, the Department evaluated bids based on the lowest pricing, specific to the annual inspection and certification, and the highest percentage discount off of AED parts and supplies together.

Cintas submitted the lowest inspection price; however, during the clarification process, Cintas provided options explaining a per month cost which did not meet the bid requirements.

Among the remaining bidders, Think Safe, Inc. submitted the lowest inspection price; however, Second Chance's unit cost was minimally higher at less than ten (10) dollars and offered a substantially higher catalog discount in comparison (21% versus 12%). Considering both the inspection pricing and the catalog discount, in accordance with the bid specifications, Second Chance Cardiac Solutions, Inc submitted the most advantageous offer determined to be in the best interest of the County.

Accordingly, Building Management staff, with the support of the Purchasing Department, recommends awarding of this contract to Second Chance Cardiac Solutions, Inc., of Yorkville, IL, pending approval by the Committee and the full Kane County Board.

Submitted By:

Danielle Hoffman

Kane County Purchasing Department, Buyer

cc: Building Management
Bid File

KANE COUNTY
OFFER TO CONTRACT FORM
BID 26-036-DH
Automated External Defibrillator (AED) Supplies & Services

Bid Due Date & Time: Tuesday, May 19, 2026 at 10:00 a.m. (CT)

Bid response must be submitted electronically to https://www.bidnetdirect.com/illinois/kanecounty

No formal public opening of bids will take place.

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

Submitted By: ELIZABETH J. HERIAUD, SECOND CHANCE CARDIAC SOLUTIONS, 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, Instructions to Bidders, and specifications.*

1. *the Vendor has examined the Contractor Disclosure (Section 28) 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 Offeror, Bidder, General Contractor, Contractor, and Vendor are used interchangeably.

II. In submitting this Offer, the Vendor acknowledges:

A. All bid documents have been examined: Instructions to Bidder, Statement of Work, including the Specifications, and the following addenda:

No. 1, No. 2, No._____, No._____, No._____, (Contractor to acknowledge addenda here.)

B. The site(s) and locality have been examined by the Vendor where the service is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting the cost, progress, or performance of the work and has made such independent investigations, as Vendor deems necessary.

C. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner.

III. BID PRICES

Vendors shall respond using the County's Bid Response Form, completely filled out for each item and pricing submitted. See Attachment 1 – Specified Bid Items & Pricing which shall be attached to the Offer to Contact Form; the Excel worksheet must be filled out for all items and be uploaded as an attachment to the bid response package through BidNet Direct.

NON-LISTED AED SUPPLIES BID ITEMS:

Fixed-Percentage Discount Price (+ or -) = 21 **%**

Exceptions: (Please list any exceptions to the catalog-wide discount):

_____
_____
_____
_____

ANNUAL INSPECTION AND CERTIFICATION:

Unit cost per AED: $ 49.95

Total annual cost: $ 3496.50

(Based on estimated quantity of 70 units)

Total contract term pricing (2 year initial): $ 6993.00

Please note: The pricing provided herein shall be all-inclusive and includes all labor, materials, equipment, travel, administrative costs, reporting, and any other expenses necessary to perform the services. No additional expense shall be paid by the County.

COOPERATIVES: Vendors shall list any cooperatives or state contracts currently awarded/active or in the process of securing and agreed to be made available and offer to the county for consideration and participation.

STATE OF ILLINOIS 25-416CMS-BOSS4-P-84946
_____
_____
_____

Intergovernmental Pricing:
This OPTIONAL PARTICIPATION PROGRAM would be for the use of ANY TAXING BODY in Kane County who should choose to be a part of this program, wherever their location, (within Kane County). All pricing, catalog, and product discounts will be extended to other Government entities that wish to participate. Will you offer the same pricing to other Kane County municipalities that are **not** listed as participants within this bid document?

YES NO (Circle One)

NOTE: The County of Kane will not be involved in the purchasing of products/services specified within this bid document by any other intergovernmental unit (taxing body) that participates. The execution of a purchase contract, 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.

Name ELIZABETH J. HERIAUD **Signature**

Company SECOND CHANCE CARDIAC SOLUTIONS, INC.

Address 103 S. BRIDGE ST., YORKVILLE IL 60560

Phone# 630-888-0504 **Email** liz@sccsolutions.net

Federal I.D./Social Security# 46-5605412 **Date** 05/18/2026

JOINT PURCHASING AGREEMENT

Illinois revised statues, 1989, CH. 85, PAR. 1601 ET SEQ. (The joint purchases by governmental units act), authorizes certain local government units and non-for-profit workshops for the severely handicapped (as defined in Illinois Revised Statues, 1989, CH. 127, PAR. 132.7-01, meeting the requirements of CH. 85, PAR. 1602.2) to purchase personal property and supplies jointly. (30 ILCS 525/0.01) (from CH. 85, PAR. 1600) The Governmental Joint Purchasing Act. (Source: P.A. 86-1324.) (30 ILCS 525/1) (from CH. 85, PAR. 1601) Sec. 1. For the purposes of this Act, "government unit" means State of Illinois, any public authority which has the power to tax, or any other public entity created by statute. (Source: P.A. 86-769).

(30 ILCS 525/2) (from CH.85, PAR. 1602(Sec. 2. (a) Any governmental unit may purchase personal property, supplies and services jointly with one or more other governmental units. All such joint purchases shall be competitive bids a provided in Section 4 of this Act. (Source: P.A. 87-960). Any authorized local unit of government or qualified workshop that may participate in this contract shall be responsible for issuing purchase orders direct to vendor, processing invoice vouchers and making payments due the vendor. Cash on delivery terms without the consent of the local governmental unit is prohibited. By submitting a bid, the awarded vendor agrees to extend all terms and conditions, specified and the quoted prices or discounts for the item(s) listed in this contract to all authorized local governmental units and qualified workshops.

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) year contract with mutual options for three (3) one-year renewal periods if agreed upon by both parties. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE SHALL SIGN THIS SECTION.**

Signature

Typed Name and Title ELIZABETH J. HERIAUD, PRESIDENT

Company SECOND CHANCE CARDIAC SOLUTIONS, INC.

Address/City/State 103 S. BRIDGE ST., YORKVILLE IL 60560

Phone # 630-888-0504 Email liz@sccsolutions.net

Federal I.D./Social Security # 46-5605412 Date 05/18/2026

ACCEPTANCE

The Offer is hereby accepted for ***AED SUPPLIES AND SERVICES***

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

This contract shall henceforth be referred to as **Contract Number 26-036.** The Vendor has been cautioned not to commence any billable work or to provide any supplies or services until said vendor receives a purchase order and or notice to proceed.

_____ _____

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Date

VENDOR CERTIFICATION

This information is collected for reporting purposes only and will not have any influence on vendor selection. It is required by the State of Illinois. Please check any of the following boxes that apply to the ownership of your firm.

- ☐ Minority-owned Business (MBE)
- ☒ Woman-owned Business (WBE)
- ☒ Business Enterprise Program (BEP)
- ☐ Small Disadvantaged Business (SDB)
- ☐ Kane County Local Business
- ☐ Veteran-owned Business Enterprise (VBE)
- ☐ Service-Disabled Veteran-owned Business Enterprise (SDVBE)
- ☐ Veteran-owned Small Business (VOSB)
- ☐ Persons with Disabilities-owned Business Enterprises (PDBE)
- ☐ N/A – These categories do not apply to my business

Please Note: It is required that you check at least one box.

REFERENCES
AED SUPPLIES AND SERVICES
For
KANE COUNTY BOARD, Geneva, Illinois

List below businesses or other organizations for which you have provided comparable services within the last three years:

Offeror's Name: _____ PLEASE SEE ATTACHED DOCUMENT

1. Organization: _____
   Address: _____
   City, State, Zip Code: _____
   Telephone Number: _____
   Contact Person: _____
   Date of Project: _____
   E-mail Address: _____
2. Organization: _____
   Address: _____
   City, State, Zip Code: _____
   Telephone Number: _____
   Contact Person: _____
   Date of Project: _____
   E-Mail Address: _____
3. Organization: _____
   Address: _____
   City, State, Zip Code: _____
   Telephone Number: _____
   Contact Person: _____
   Date of Project: _____
   E-Mail Address: _____
4. Organization: _____
   Address: _____
   City, State, Zip Code: _____
   Telephone Number: _____
   Contact Person: _____
   Date of Project: _____
   E-Mail Address: _____

REQUIRED CONTACT INFORMATION

The vendor shall provide the following contact information.

Customer Service/General Information: Ph: 630-550-2337

To place an order: Name: CLIF GATEHOUSE

Ph: 630-842-1656 Fax: _____

E-mail: sales@sccsolutions.net

Billing & Invoicing question:

Name: ELIZABETH HERIAUD

Ph: 630-888-0504

E-mail: accounting@sccsolutions.net

Operation: Supervisor

Name: BRYAN HERIAUD

Ph: 630-802-5214

E-mail: bryan@sccsolutions.net

24-hours answering service:

Ph: 800-550-AEDS (2337)

BID SUBMITTAL CHECKLIST

The undersigned Vendor acknowledged and verified that all required documents, statements, and all certificates meeting the County's requirements are included in their bid response. The vendor shall check the following required submittal items checklist to ensure the completeness and in order to assemble their bid response.

__X__: SIGNED BID OFFER TO CONTRACT FORM with all supporting documents and Attachment 1 – Bid Items and Pricing Response Form. (pg. 22-25)

__X__: VENDOR CONTRACTOR DISCLOSURE STATEMENT (See attached sample on pg. 29, a mandatory submittal if award of the contract)

__X__: VENDOR FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT
(See attached sample on pg. 30, a mandatory submittal if award of the contract)

__X__: PROOF OF CURRENT CERTIFICATE OF INSURANCE (Submit current coverages with bid response). The actual certificate of insurance that meets the County's requirements including naming the County of Kane, as a certificate holder and additional name insured with required policy endorsements shall be submitted before issuing of award and contract execution. (See attached sample, a mandatory submittal if award of the contract)

__X__: REFERENCES & CONTACT INFORMATION (pg. 26-27)

__X__: For electronic submittal, it must be submitted electronically through Bidnet Direct.

Vendor/Agency: SECOND CHANCE CARDIAC SOLUTIONS, INC.

Address/City/State: 103 S. BRIDGE ST., YORKVILLE IL 60560

Phone # 800-550-2337 Fax # N/A

CONTRACTOR DISCLOSURE

As of (Today's Date), ABC Company, to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12-month period.

Below is a list of shareholders or owners, with at least 5% holdings in ABC Company:

Mr. John Smith 456 Second Street Geneva, IL 60134	50%
Ms. Sue Jones 456 Second Street Geneva, IL 60134	50%

_____ _____
Officer Date
Title

Subscribed and Sworn this _____ day of _____, 2023

_____
Notary Public

SAMPLE

FAMILIAL RELATIONSHIP DISCLOSURE

As of (Today's Date), ABC Company, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12 month period. "Familial Relationship" is defined in Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than $30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

_____ _____
Officer Date
Title

Subscribed and Sworn this _____ day of _____, 2023

_____
Notary Public

SAMPLE

NO-BID/RFP/RFQ RESPONSE

BID 26-036-DH
AED Supplies and Services

In the event that your organization chooses not to submit a response to this solicitation, the Kane County Purchasing Department is interested in the reasons why vendors/consultants have chosen not to submit a bid or proposal response in order to better serve the taxpayers of Kane County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- ☐ Could not meet the specifications.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements too restricting.
- ☐ Bond requirements too restricting.
- ☐ Scope of services not clearly understood or applicable (too vague, too rigid, etc.).
- ☐ Project not suited to our organization.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid/proposal response.
- ☐ Other (please specify):

_____

_____

_____

_____

_____

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

Please send your response to: Purchasing@KaneCountyIL.gov

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/3/2015

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
XYZ Insurance Company

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AM Best A Rated Carrier	
INSURER B : AM Best A Rated Carrier	
INSURER C : AM Best A Rated Carrier	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ABC Company

COVERAGES **CERTIFICATE NUMBER:** 1738544639 **REVISION NUMBER:**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	Y	ABC123	12/1/2014	12/1/2015	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$1,000,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY	Y	Y	ABC123	12/1/2014	12/1/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			ABC123	12/1/2014	12/1/2015	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	Y	ABC123	12/1/2014	12/1/2015	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

RE: Job No./Event/Project
PLEASE INCLUDE COPY OF ENDORSEMENTS

County of Kane is included as additional insured on a primary/non-contributory basis for Commercial General Liability as required by written contract (Per CG 2010 & CG2037 or equivalent).
Waiver of Subrogation on General Liability, Auto, & W.C in favor of the additional insureds as required by written contract.

CERTIFICATE HOLDER

County of Kane
719 Batavia Ave., Bldg 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

Your Authorized Signature

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A Statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location(s) of Covered Operations
SAMPLE	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who is an Insured** is amended 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", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. 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
2. That portion 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.

© ISO Properties, Inc., 2004

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

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
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

SAMPLE

Section II – Who Is An Insured is amended 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 hazard".

© ISO Properties, Inc., 2004

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

CG 20 01 04 13

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Primary & Non-Contributory coverage is required in all of our Templates.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-343

AUTHORIZING A LICENSE AGREEMENT WITH ZAYO GROUP, LLC FOR THE LICENSE OF DARK FIBER

WHEREAS, under section 5-1189 of the Counties Code, the lease, license, or use of infrastructure must (1) be granted on a nondiscriminatory, nonexclusive, and competitively neutral basis and (2) comply with all other State and Federal laws, rules, and regulations, including, but not limited to, all applicable safety codes and requirements; and

WHEREAS, Kane County owns and operates a Fiber Infrastructure for its telecommunications needs and has the authority and ability to provide fiber connectivity to various institutes and residents located within Kane County; and

WHEREAS, because it is cost efficient for Kane County to install the maximum feasible amount of fiber optic cable in its Fiber Infrastructure it possesses Surplus Dark Fiber; and

WHEREAS, the State of Illinois has recognized that it is a goal to make available to all citizens affordable, reliable, and state of the art internet communications through the expansion, extension, and general availability of broadband services and technology, and to encourage the adoption of broadband to all citizens (220 ILCS 80/5); and

WHEREAS, it is in the best interest of Kane County and its citizens for there to be access to high-speed fiber-based internet service throughout the County; and

WHEREAS, it is in the best interest of Kane County to facilitate the delivery of broadband services by licensing its Surplus Dark Fibers to third parties, including public and private entities, on a nondiscriminatory, nonexclusive, and competitively neutral basis for the purpose of using those Surplus Dark Fibers to provide high speed fiber-based internet services to businesses and residents of Kane County; and

WHEREAS, Licensee requires fiber optic connectivity from Kane County to provide high speed connections for End User Organizations and desires to license certain Surplus Dark Fibers from Kane County.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized and directed to enter into a license agreement with Zayo Group, LLC for the use of 32.70 linear miles of dark fiber for a total four-year revenue of $115,460.80. The license shall provide revenue to the County in the following amounts: Year One: $80,612.90, Year Two: $11,406.45, Year Three: $11,614.58, and Year Four: $11,826.87.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title
Authorizing a License Agreement with Zayo Group, LLC. for the Licence of Dark Fiber

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Charles Lasky, 630-232-5827

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution authorizes the Chairman of the Kane County Board to execute a License Agreement with Zayo Group, LLC, for the use of 32.70 linear miles of County-owned surplus dark fiber. The agreement has been reviewed and approved by the Kane County State's Attorney's Office. The four-year agreement will generate $115,460.80 in revenue for the County, with payments of $80,612.90 in Year One, $11,406.45 in Year Two, $11,614.58 in Year Three, and $11,826.87 in Year Four.

FIBER LICENSE AGREEMENT

This FIBER LICENSE AGREEMENT ("Agreement") is entered into this day of , 2025 ("Effective Date"), by and between the County of Kane, a unit of local government organized and existing under the laws of the State of Illinois and having its principal office in Geneva, IL ("Kane County" or "Licensor"), and Zayo Group, LLC, a Delaware limited liability company, on behalf of itself and its affiliates and subsidiaries ("Zayo" or "Licensee"). The Licensor and the Licensee are hereinafter sometimes collectively referred to as the "Parties" and each individually sometimes referred to as a "Party".

DEFINITIONS

The following terms shall have the meanings shown:

(a) **"Dark Fiber"** means any fiber optic cable not in current use.

(b) **"Demarcation Points"** means locations of connections or intersection with Kane County fiber optic cable infrastructure as determined by Kane County and Licensee and further specified in Exhibit B.

(c) **"End Users"** means a business enterprise or organization.

(d) **"End User Organizations"** means a commercial business enterprise or other organization including schools, health care entities, or libraries and excluding residential properties.

(e) **"Fiber Infrastructure"** means any Kane County-owned conduits, inner-ducts, vaults and other facilities through which Kane County may use, maintain, and repair its fiber optic cable network.

(f) **"Licensee Equipment"** means the technology devices, equipment, appliances, and appurtenances owned and used by Licensee.

(g) "**Licensed Fiber"** means any Dark Fiber licensed to Licensee from Kane County.

(h) **"Relocation"** means moving, replacing or change of the location, alignment or grade of the Fiber Infrastructure.

(i) "**Surplus Dark Fiber"** means any fiber owned by Kane County within its fiber optic cable network that is not currently in use by Kane County and which Kane County has not reserved for future use.

RECITALS

WHEREAS, Public Act 103-947, effective January 1, 2025, added section 5-1189 to the Counties Code (55 ILCS 5/5-1189) to authorize counties to lease, license, or otherwise

grant access to and use of infrastructure, including fiber optic cables, that a county owns or controls to public or private entities to facilitate the delivery of broadband services; and

WHEREAS, under section 5-1189 of the Counties Code, the lease, license, or use of infrastructure must (1) be granted on a nondiscriminatory, nonexclusive, and competitively neutral basis and (2) comply with all other State and federal laws, rules, and regulations, including, but not limited to, all applicable safety codes and requirements; and

WHEREAS, Kane County owns and operates a Fiber Infrastructure for its telecommunications needs and has the authority and ability to provide fiber connectivity to various institutions and residents located within Kane County; and

WHEREAS, because it is cost-efficient for Kane County to install the maximum feasible amount of fiber optic cable in its Fiber Infrastructure it possesses Surplus Dark Fiber; and

WHEREAS, the State of Illinois has recognized that it is a goal to make available to all citizens affordable, reliable, and state-of-the-art internet communications through the expansion, extension, and general availability of broadband services and technology, and to encourage the adoption of broadband to all citizens (220 ILCS 80/5); and

WHEREAS, it is in the best interest of Kane County and its citizens for there to be access to high-speed fiber-based internet service throughout the county; and

WHEREAS, it is in the best interest of Kane County to facilitate the delivery of broadband services by licensing its Surplus Dark Fibers to third parties, including public and private entities, on a nondiscriminatory, nonexclusive, and competitively-neutral basis, for the purpose of using those Surplus Dark Fibers to provide high-speed fiber-based internet services to businesses and residents of Kane County; and

WHEREAS, Licensee requires fiber optic connectivity from Kane County to provide high-speed connections for End User Organizations and desires to license certain Surplus Dark Fibers from Kane County.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises, covenants, and obligations set forth herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals.

(a) All of the foregoing recitals are incorporated by this reference and are made a part hereof as though set forth at length herein.

2. License and Services.

(a) Subject to the terms of this Agreement, Kane County hereby grants a revocable license authorizing Licensee to use the Licensed Fiber in exchange for

Licensee's payment of a specified fee as outlined in Exhibit A and Exhibit B, which are attached hereto and incorporated herein.

(b) Kane County and Licensee also agree that any additional and/or other services may be included in this Agreement as agreed upon in writing by the Parties from time to time and shall be outlined as an amendment to this Agreement.

3. General Rights and Restrictions.

(a) Connections to the Fiber Infrastructure for use by Licensee and End Users are granted. Licensee has the right to use the Licensed Fiber subject to the terms of this Agreement. Licensee agrees to and has an affirmative duty under this Agreement not to operate hardware that Kane County deems harmful, hazardous, or capable of causing interference, congestion, interruptions, or other damage to Kane County's Fiber Infrastructure and fiber optic cable.

(b) To the extent that Kane County believes that any Licensee or End User hardware is harmful, hazardous, or capable of causing interference, congestion, or interruptions to the Kane County's Fiber Infrastructure and fiber optic cable, Kane County shall provide Licensee with written notice of the same. Licensee shall thereafter have fifteen (15) days to cure or discontinue use of the hardware that is the subject of the notice, or to otherwise demonstrate that the harmful, hazardous, or interfering component is not present or caused as alleged by Kane County in its notice. Kane County and Licensee will work collaboratively, to cure, or otherwise verify the absence of, any harmful, hazardous, or interfering component.

(c) This Agreement shall not convey title, equitable or legal, to Licensee in any property of Kane County, including fiber, Fiber Infrastructure, the Licensed Fiber, or Kane County's public right of way. This Agreement only gives Licensee the right to use the Licensed Fiber for the purposes and for the period of time stated in this Agreement.

(d) Kane County hereby reserves the right at any time and from time to time to relocate the Licensed Fiber, upon at least thirty (30) days written notice to the Licensee.

4. Contingencies.

(a) This Agreement is contingent upon Licensee obtaining all necessary governmental approvals, permits, certifications, or licenses.

(b) If Licensee is a private entity, then this Agreement is also contingent upon Licensee being a corporate or limited liability company or limited liability partnership in good standing with the Illinois Secretary of State.

5. Inter-connections.

(a) Subject to the terms and conditions of this Agreement, Kane County will bring fiber optic cable to the Demarcation Points reflected in Exhibit B. Licensee may only inter-connect with the Licensed Fiber at said Demarcation Points. The costs of inter-connection, including but not limited to equipment and labor, shall be at the sole cost and expense of Licensee. Licensee may only have access to the Licensed Fiber within the demarcation points described herein or in any amendment to this Agreement. Licensee is prohibited from having access to or having any physical contact with the Fiber Infrastructure, except as outlined herein in Exhibit B, and any other fiber optic cable owned by Kane County.

(b) Notwithstanding anything to the contrary, Licensee shall solely be responsible, at its own expense, for the construction, installation, operation, maintenance, repair, and any other activity engaged by on or on behalf of Licensee's light communications transmission equipment and other terminal equipment and facilities required to connect with the Licensed Fiber within the defined demarcation points.

(c) Kane County, or a vendor approved by Kane County, shall be responsible for all necessary splicing of fiber optic cables where Kane County's fiber optic cables connect to the fiber contracted by Licensee. A service order or other written instrument shall detail and describe the Parties splicing responsibilities.

(d) Should Licensee perform, authorize, or contract any splices or other work not in accordance with the provisions of this Agreement, Kane County may at its sole option correct said condition. Kane County shall notify Licensee in writing prior to performing such work whenever practicable. However, when such conditions pose an immediate threat to the physical integrity of Kane County facilities, Kane County may perform such work and take such action that it deems necessary without first giving notice to Licensee. As soon as practicable thereafter, Kane County shall advise Licensee of the work performed and the action taken and shall endeavor to arrange for re-accommodation of the Licensed Fiber so affected. Licensee shall promptly reimburse Kane County for all reasonable costs incurred by Kane County for all such work, action and re-accommodation performed by Kane County.

(e) Kane County shall designate the particular strands of Surplus Dark Fiber that will constitute the Licensed Fibers and the location and manner in which they will enter and exit Kane County's Fiber Infrastructure.

6. Maintenance.

(a) Kane County, or a Kane County approved vendor, shall be solely responsible for maintaining and/or repairing all of the Fiber Infrastructure, fiber optic cables, and Licensed Fiber. Licensee shall cooperate with and assist Kane County as reasonably may be required in performing said maintenance and repair. In the event of disruption in service, Kane County shall begin restoration activities as soon as practicable after Kane County becomes aware of such disruption.

Kane County reserves the right to schedule, with reasonable advance notice to Licensee, routine or emergency maintenance on the Licensed Fiber. All routine maintenance and repair functions and emergency maintenance and repair functions, including "on-call" responses, cable locate services, and necessary relocation of the Licensed Fiber, shall be performed by Kane County or its designee for a period coterminous with the term of this Agreement.

Kane County shall make all reasonable efforts to schedule in advance with Licensee and perform periodic routine maintenance and repair checks. Additional maintenance may be performed from time to time at Kane County's reasonable discretion, or upon Licensee's request with reasonable advance notice to Licensee. Kane County's general policy for scheduling maintenance is to provide Licensee with reasonable advance notice and to perform and repair or maintenance services during non-working or off-peak hours.

Licensee shall at its sole cost and expense promptly respond to remediate any hazardous discharge to and from Kane County's Fiber Infrastructure and fiber optic cables resulting from Licensee's operations.

Kane County shall be responsible for obtaining and maintaining from the appropriate public or private authority any pole attachment agreement, franchises, licenses, state, local or right-of-way permits or other authorizations required to enter upon the property where Kane County's Fiber Infrastructure and fiber optic cables are located to operate and maintain the Licensed Fiber. Licensee will not engage in any activity which affect Kane County's right-of-way interests without the written permission of Kane County

Licensee, at its sole cost and expense, except as provided herein, shall (i) use Licensed Fiber and (ii) conduct all work in or around Kane County's Fiber Infrastructure safely and in a manner acceptable to Kane County so as not to physically, electronically, or inductively conflict or interfere or otherwise adversely affect Kane County's Fiber Infrastructure, fiber optic cables, or the facilities placed therein by Kane County or by any third party. Licensee must obtain prior written authorization from Kane County approving any further work and the entity performing such work before Licensee shall perform any work in or around Kane County's Fiber Infrastructure and fiber optic cables.

In the event that Licensee learns that the Licensed Fiber is damaged, Licensee shall notify Kane County of said damage by telephone and email at:

Kane County Emergency Contacts:

During normal business hours 8:00 AM to 7:30 PM Monday – Friday and a Non-Holiday:

Phone Number: 630-208-3800

During non- business hours:

Phone Number: 331-248-4870

In the event that Kane County learns that the Licensed Fiber is damaged, unresponsive or unavailable, Kane County will notify Licensee of said damage by telephone and email:

Licensee's Emergency Contact:

Licensee Phone Number: 8 6 6 - 3 6 4 - 6 0 3 3

Licensee e-mail: ncc@zayo.com

In each case, the caller shall provide the following information:

(i) Name of entity reporting
(ii) Location of problem
(iii) Name of contact person reporting problem
(iv) Description of the problem in as much detail as possible
(v) Time and date the problem occurred or began
(vi) Indicate whether or not the problem presents a jeopardy situation to the Kane County or the Licensed Fiber.

(b) Kane County shall use commercially reasonable efforts to respond to any failure, interruption or impairment in the operation of the services within a time frame as soon as commercially practicable after receiving a report of any such failure, interruption or impairment. The time to resolve any emergency maintenance request or report will depend on the circumstances presented at the time the request or report is made, including but not limited to the severity of any failure, defect, interruption, or other non-conformity in the fiber optic cable; the availability of Kane County's employees, agents, subcontractors, or other Licensees; the availability of necessary materials; access to and the location of any failure; Licensee cooperation; weather; force majeure events; and other similar factors.

(c) As further described herein, Kane County shall not be held liable for any loss or damages sustained or allegedly sustained by Licensee or End Users as a result of planned or unplanned outages or disruptions in the fiber optic cable.

7. Security, Monitoring, and Confidential Information.

(a) Kane County has no obligation to monitor information or material transmitted over the Licensed Fibers. Licensee shall have full responsibility and liability for all signals transmitted over the Licensed Fibers. Kane County shall have no responsibility or liability for any material contained in the signals transmitted by Licensee or any other entity over the Licensed Fibers, including any liability with respect to the content of what is transmitted or any copyright or other intellectual property right therein.

(b) This Agreement and all documents, data, information, maps and other materials, which are disclosed by one Party to the other Party in fulfilling the provisions and the intent of this Agreement, shall be considered confidential, unless disclosure is otherwise required by law or court order.

8. Pricing and Payment.

(a) Kane County will invoice Licensee for the costs associated with this Agreement, as set forth in Exhibit A and Exhibit B. Licensee shall be required to register as a vendor with Kane County for the purpose of making electronic deposits as requested. Payment shall be due within thirty (30) days from the date appearing on any invoice from Kane County to Licensee. Invoice dates will not be any earlier than the first day of the month for which the invoice is covering. Licensee will reimburse Kane County for all costs associated with collecting delinquent or dishonored payments, including reasonable attorney's fees. If Licensee fails to pay a valid and undisputed invoice within such thirty (30) days, Licensor will notify Licensee and Licensee shall promptly confirm if invoice was received and remit payment. Late payments will be assessed five percent (5%) above the Prime Rate interest fee effective on the day following the due date. Any questions regarding payments or invoices should be sent to the following email address: KaneITDinvoice@kanecountyil.gov.

(b) Unless otherwise agreed to in writing, County and Licensee agree to a 4-Year License Agreement. Exhibits A and B, include the monthly cost for a 4-year license, the description of the Licensed Fiber, the linear miles, and the strand miles. The 4-Year License Fee is due and payable on the first of the month immediately following execution of this Agreement. Any fees for the time period from the Effective Date of the Agreement and the first of the month should be prorated from the day following execution through the last day of the month the Agreement was executed and shall be payable on the first day of the next month. License costs may be paid monthly, annually or for the entire 4-year license period.

9. Term and Termination.

(a) Term. The term of this Agreement begins as of the Effective Date and shall be in effect for a period of four (4) years thereafter. The term of this Agreement is subject to the termination provisions of this Agreement. The terms of this Agreement may be open to renegotiation during the course of the Agreement. If any Licensee Equipment, circuit, or port remains installed for more than sixty (60) days after the expiration or termination of this Agreement, or if service is provided beyond the term of this Agreement, then this Agreement shall remain in effect as long as such Licensee Equipment remains installed or provided hereunder. Any provision of this Agreement that would require performance subsequent to the termination or expiration of this Agreement shall likewise survive any such termination or expiration.

(b) Renewal. Upon written agreement by the parties, the term of this Agreement may be renewed for successive four (4) year terms (each a "Renewal Term") for a

maximum of four (4) Renewal Terms.

(c) Termination. This Agreement may be terminated in the following manner:

(i) Mutual Agreement: This Agreement may be terminated as of a date stipulated by the Parties in writing.

(ii) Convenience: Kane County may terminate their performance in this Agreement at any time for any or no reason upon thirty (30) days written notice to the Licensee.

(iii) Default: If either Kane County of Licensee fail to perform or observe any material term, covenant, provision, or condition of this Agreement, then that party will be in default. From the date of written Notice of Default from the other Party, the Party in default shall have thirty (30) days to cure any default. If the Party in default fails to cure the default in the time prescribed above, then the other Party shall have the right to terminate this Agreement and may, at its discretion, pursue other remedies that may be available to it at law or in equity not otherwise prescribed.

(d) Removal of Licensee Equipment. Upon termination or expiration of this Agreement, Licensee shall have up to sixty (60) days to remove Licensee Equipment from all Kane County locations. Kane County shall ensure Licensee's access to all such locations during business days and hours within such sixty (60) days in order for Licensee to safely remove the equipment.

10. Notice.

(a) All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed by first class mail as follows. Either party may change a designee for purposes of notification upon written Notice to the other party of any said change.

For Kane County:

Kane County Government Information Technologies Department
Attn: Chief Information Officer
719 Batavia Avenue,
Building B Geneva, IL 60134

Kane County Government Information Technologies Department
Attn: Deputy Chief Information Officer
719 S. Batavia Avenue, Building B
Geneva, IL 60134

For Licensee:

Zayo Group, LLC
Attn: Underlying Rights/ Legal Department
1401 Wynkoop Street, Suite 500
Denver, CO 80202
legal@zayo.com

Accounts payable:

Zayo Group LLC
Attn: Accounts Payable
1401 Wynkoop St. Suite 500
Denver CO 80202

Invoice remittal: Zayo.xtrak@teocosolutions.com (outsource company)

Follow up on matters: zayoemg@teocosolutions.com

11. Rights and Obligations of Licensee.

(a) Licensee is solely responsible for communicating with its End Users, and for handling all complaints and trouble reports made by its End Users, with respect to the services provided hereunder. This Agreement does not constitute a joint undertaking for the furnishing of any service to End Users or other third parties of the Licensee.

(b) Licensee's use of Licensed Fiber must comply with all existing federal, State, and local laws, rules, and regulations, including, but not limited to, all applicable safety codes and requirements. The transmission of any material in violation of any federal, State, and local laws, rules, and regulations is prohibited.

(c) Licensee shall pay and be responsible for any and all personal and real estate taxes and assessments, general and special, levied and assessed against Licensee, or with respect to, or measured by, Licensee's use of the Licensed Fibers. Licensee shall be solely responsible for payment of any sales or use tax, business, income, or franchise tax, or similar tax imposed by any governmental authority because of Licensee's use of the Licensed Fibers.

(d) Licensee may share its connection with End Users only as set forth in this Agreement. In all other respects, Licensee shall not resell, mortgage, assign, transfer, license, or otherwise provide or grant any access to the Licensed Fibers or the Kane County Fiber Infrastructure and fiber optic cables to any other individual or entity.

(e) At all times during the term of this Agreement, Licensee shall keep in force and effect all insurance policies as outlined below, issued by a company or companies

licensed to do business in the State of Illinois and satisfactory to Licensor. Such insurance will be primary. Prior to the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, Licensee shall furnish Licensor with a certificate of insurance. The certificate shall reference this Agreement. Licensor will be given thirty (30) days advance notice of cancellation or nonrenewal of insurance during the term of this Agreement. Kane County shall be named as Additional Insureds under all of the policies, except for the workers' compensation and employer's liability policies. All policies shall be written on an occurrence, and not on a claims made, basis. Licensee shall defend, indemnify and hold harmless the Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Agreement.

(i) Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, broad form property damage, independent contractor's coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities (commonly known as XCU coverage). Limits of liability not less than $1,000,000 general aggregate, $1,000,000 products/completed operations aggregate, $1,000,000 personal injury, $1,000,000 each occurrence.

(ii) Umbrella Liability Insurance. Coverage to be in excess of commercial general liability insurance required above. Limits of liability not less than $4,000,000 each occurrence, $4,000,000 aggregate.

(iii) Automobile Liability Insurance. Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than $1,000,000 each occurrence, $1,000,000 aggregate.

(iv) Workers' Compensation and Employers' Liability Insurance. Statutory workers' compensation benefits and employers' liability insurance with a limit of liability no less than $500,000 each accident.

Property Insurance. Licensee will be responsible for maintaining property insurance on its property and equipment associated with its use of the Licensed Fibers to fully protect against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance or self-insure such exposures. To the extent covered by property insurance, Licensee hereby releases Licensor from and waives all rights against Licensor for any loss or damage to property caused by fire or other peril if the property is insured for such loss or damage in any policy of insurance except if such loss or damage is caused by the fault or negligence of Licensor or anyone for whom Licensor is responsible.

12. Rights and Obligations of Kane County.

(a) Kane County shall be responsible for the operation and maintenance of the Licensed Fiber, the Fiber Infrastructure, and the fiber optic cables. Kane County shall provide maintenance and repair for the Licensed Fiber in no less manner than it provides for any of its other such Licensees or the Fiber Optic Infrastructure and the fiber optic cables for itself.

13. Indemnification.

(a) Subject to the limitations of applicable Illinois law, including the Court of Claims Act, the Local Governmental and Governmental Employees Tort Immunity Act and the State Employee Indemnification Act, Licensee will indemnify, save, hold harmless and defend Kane County and Kane County's respective employees, officers, directors and agents (collectively "Indemnified Parties") from and against any claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including, but not limited to reasonable attorney's fees incurred with or without suit, in arbitration or mediation, on appeal or in a bankruptcy or similar proceeding) (collectively "Claims") threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims arise out of or relate to: (i) damages for bodily injury (including death) and damage to real and tangible personal property to the extent that such loss was proximately caused by any person for whose conduct Licensee is responsible and which arises from the performance or receipt of work or Services hereunder; (ii) the breach or alleged breach of this Agreement by Licensee; (iii) any negligent or tortious act or omission to act of Licensee; or (iv) any claim that the data content delivered by Licensee via the services provided by Kane County under this Agreement constitutes an infringement of any confidential information, trade secret, patent, copyright, trademark, trade name or other legal right of any third party. The provisions of this Agreement relating to indemnification shall survive any termination or expiration of this Agreement.

14. Limitation of Liability and Disclaimer of Warranties.

(a) NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, THE OTHER PARTY'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

(b) **Data Content.** Kane County is not liable for the content of any data transferred either to or from Licensee via the Licensed Fiber, not for any loss or damage, whether personal, material, or financial, suffered by Licensee as a direct or indirect consequence of the Licensed Fiber.

(c) **KANE COUNTY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE LICENSED FIBERS, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH WARRANTIES ARE HEREBY DISCLAIMED. THIS DISCLAIMER INCLUDES LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, MIS-DELIVERIES OR INTERRUPTIONS OF LICENSED FIBERS HOWEVER CAUSED.**

15. Miscellaneous Provisions.

(a) **Governing Law; Jurisdiction.** The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, and the venue of any action arising out of or related to this Agreement shall be in the Sixteenth Judicial Circuit Court of Kane County.

(b) **Entire Agreement.** This Agreement, and the Exhibits attached hereto, is the final expression of the Agreement between the Parties with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous Agreement whether oral or written. This Agreement supersedes all prior discussions between Kane County and the Licensee with respect to the subject matter hereof.

(c) **Amendments.** This Agreement may be modified or amended consistent with the terms of this Agreement and only by a duly authorized written instrument executed by the Parties.

(d) **Waiver.** No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity. Failure of either Party to insist on strict performance of any of the conditions, covenants, terms, or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but the party shall have the right to enforce such rights at any time and to take such action as might be lawful or authorized hereunder, whether in law or equity.

(e) **Compliance with Laws**. The Parties and their respective employees, agents, or contractors, shall comply with all applicable federal, State, and local laws, rules, ordinances, regulations and/or orders of a court of competent jurisdiction when performing under this Agreement, including but not limited to all federal, State and local laws regarding business permits and licenses that may be required to provide the Licensed Fiber by Kane County under this Agreement.

(f) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Zayo may assign this

Agreement (i) to an affiliate, (ii) in connection with a financing, or (iii) to a successor to all or substantially all of its relevant assets, in each case upon ten (10) business days' notice to Kane County prior to assignment and provided the assignee assumes all obligations. Any other assignment by Zayo requires Kane County's reasonable consent (not to be unreasonably withheld, conditioned, or delayed).

(g) Headings. Headings used in this Agreement are for reference purposes only and shall not constitute a part hereof or affect the meaning or interpretation of this Agreement.

(h) Force Majeure. Neither Kane County nor Licensee shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including but not limited to: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, riot, civil disturbance, acts of public enemies, terrorist acts, sabotage, flood, unusually severe rain, snow or ice storms, tornadoes, severe wind storms, earthquakes, or other catastrophic acts of nature, failure of utility services necessary to operate the network, and work delays caused by waiting for utility providers to service or monitor their own utility structures upon which Kane County's fiber optic cable is attached, any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body including any government-imposed moratorium on activities related to this Agreement or any subsequent change; or labor unrest, including strikes, slowdowns, picketing, boycotts or third-party labor disputes; inability to secure raw materials, transportation facilities, fuel or energy shortages, material shortages; or acts or omissions of other common carriers.

Upon the occurrence of such event, the Parties agree to confer in good faith and to agree upon an equitable, reasonable action to continue performance under this Agreement. Kane County and Licensee will use commercially reasonable efforts to minimize the delay caused by any Force Majeure and to resume affected performance when reasonably possible.

In the event that a Force Majeure event prevents either party from performing under this Agreement for a period of 180 days, then either party, upon written notice to the other, may terminate this Agreement. Upon such termination all parties will be relieved of performance under this Agreement, except that a party will continue to be liable for any breaches that occurred and were not cured prior to termination.

(i) Personal Immunities. No personal recourse shall be had for the creation of this Agreement for any claim arising out of this Agreement nor for any representation, obligations, covenant, or agreement set forth herein against any past, present or future official, officer, member, employee or agent of Kane County under any rule of law or equity, any statute or constitution, or by enforcement of any assessment or penalty or otherwise, and any liability of any such official, officer, member, employee or agent is hereby expressly waived and released by Licensee

as a condition of and in consideration for the execution of this Agreement. Furthermore, Licensee agrees that no past, present or future official, officer, member, employee or agent of Kane County shall be personally liable to Licensee or any successor in interest of Licensee for any default or breach under this Agreement by the County.

(j) Interpretation; Severability. The construction of this Agreement shall not be construed against the Party causing its preparation but shall be interpreted on the basis of the plain meaning of the terms which have been reviewed by both Parties in consultation with their respective counsel. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

(k) Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

(l) Validity. Kane County and Licensee acknowledge and agree in good faith on the validity of the provisions, terms, and conditions of this Agreement, in their entirety, and that Kane County and Licensee have the power and authority to enter into the terms, provisions and conditions of this Agreement.

(m) Signatory Authority. Licensee warrants to Kane County that it is authorized to execute, deliver and perform this Agreement. The individual signing of this Agreement on behalf of Licensee warrants to Kane County that the individual is authorized to execute this Agreement in the name of the Licensee.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

COUNTY OF KANE	**ZAYO GROUP, LLC**
By:_____	By:_____
Printed Name: _____	Printed Name:_____
Title: _____	Title:_____
Date: _____	Date:_____

Exhibit A

Fiber Pricing Schedule

KANE COUNTY, ILLINOIS
ESTABLISHED JANUARY 16, 1836

Kane County Dark Fiber Quote

Date: *
6/10/2026

Quote Number *
20260610A

Vendor Info

Vendor: *
Zayo

Location Info

Location 1
Kane County Vault Zayo Handoff
Latitude: 42.071025
Longitude: -88.33582
Kane ID: ID VT-004232

Location 2
SBA Edge MMR North
Latitude: 41.876179
Longitude: -88.248674
Kane ID: Kane Structure ID CB-0001040- North_MMR

Pricing Segments

- [ ] Fabyan Parkway 4.2 Miles
- [x] IL RT 38 Kirk Rd to Technology Dr 1.2 Miles
- [ ] IL RT 64 & Burlington Rd 5.3 Miles
- [x] Kirk Road North 7.8 Miles
- [ ] Kirk Road South 4.1 miles
- [ ] Orchard Road 7.5 miles
- [ ] Peck Road 1.3 miles
- [x] Randall Road North 17.8 miles
- [ ] Randall Road South 6.5 miles
- [ ] Randall Road North ECC to North County Line 10.8 miles
- [ ] Randall Road North to ECC 8.7 miles
- [x] Stearns Road 4.2 miles
- [x] Technology Drive and Discovery Drive 1.7 miles

Strands

Number of Strands

- (●) 2 Strands
- ( ) 4 Strands

Mileage Calculation

Linear Miles	Strands	Strand Miles
32.70	2.00	65.40

Quote

	2026	2027	2028	2029	Totals
Initial	$ 66,708.00	$	$	$	$ 66,708.00
Construction	$ 2,702.50	$	$	$	$ 2,702.50
Maintenance	$ 10,202.40	$ 10,406.45	$ 10,614.58	$ 10,826.87	$ 42,050.30
Admin	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 4,000.00
Totals	$ 80,612.90	$ 11,406.45	$ 11,614.58	$ 11,826.87	$ 115,460.80

*** The initial Construction Cost is a good faith estimate.**

Upon mutual agreement, this can be extended for up to 4 times each for a period of 4 years, totaling 20 years. The administrate fees can be adjusted upon a renewal.

Extension 1

	2030	2031	2032	2033	Totals
Initial	$ 0.00	$	$	$	$ 0.00
Construction	$ 0.00	$	$	$	$ 0.00
Maintenance	$ 11,043.41	$ 11,264.27	$ 11,489.56	$ 11,719.35	$ 45,516.59
Admin	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 4,000.00
Totals	$ 12,043.41	$ 12,264.27	$ 12,489.56	$ 12,719.35	$ 49,516.59

Extension 2

	2034	2035	2036	2037	Totals
Initial	$ 0.00	$	$	$	$ 0.00
Construction	$ 0.00	$	$	$	$ 0.00
Maintenance	$ 11,953.74	$ 12,192.81	$ 12,436.67	$ 12,685.40	$ 49,268.62
Admin	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 4,000.00
Totals	$ 12,953.74	$ 13,192.81	$ 13,436.67	$ 13,685.40	$ 53,268.62

Extension 3

	2038	2039	2040	2041	Totals
Initial	$ 0.00	$	$	$	$ 0.00
Construction	$ 0.00	$	$	$	$ 0.00
Maintenance	$ 12,939.11	$ 13,197.89	$ 13,461.85	$ 13,731.09	$ 53,329.94
Admin	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 4,000.00
Totals	$ 13,939.11	$ 14,197.89	$ 14,461.85	$ 14,731.09	$ 57,329.94

Extension 4

	2042	2043	2044	2045	Totals
Initial	$ 0.00	$	$	$	$ 0.00
Construction	$ 0.00	$	$	$	$ 0.00
Maintenance	$ 14,005.71	$ 14,285.82	$ 14,571.54	$ 14,862.97	$ 57,726.04
Admin	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 4,000.00
Totals	$ 15,005.71	$ 15,285.82	$ 15,571.54	$ 15,862.97	$ 61,726.04

Contract Execution Year

2026

Annual Maintenance Term

4

Annual Administrative Cost

1,000.00

Initial Construction/Splicing Cost

2,702.50

Annual Maintenance Yearly Increase

0.02

Annual SBA Fabyan Connnection Cost

12,600.00

Annual SBA 38 Connection Cost

12,600.00

Annual SBA 38 - Fabyan Connection Cost

19,200.00

Fiber Lease Per Strand Mile Cost

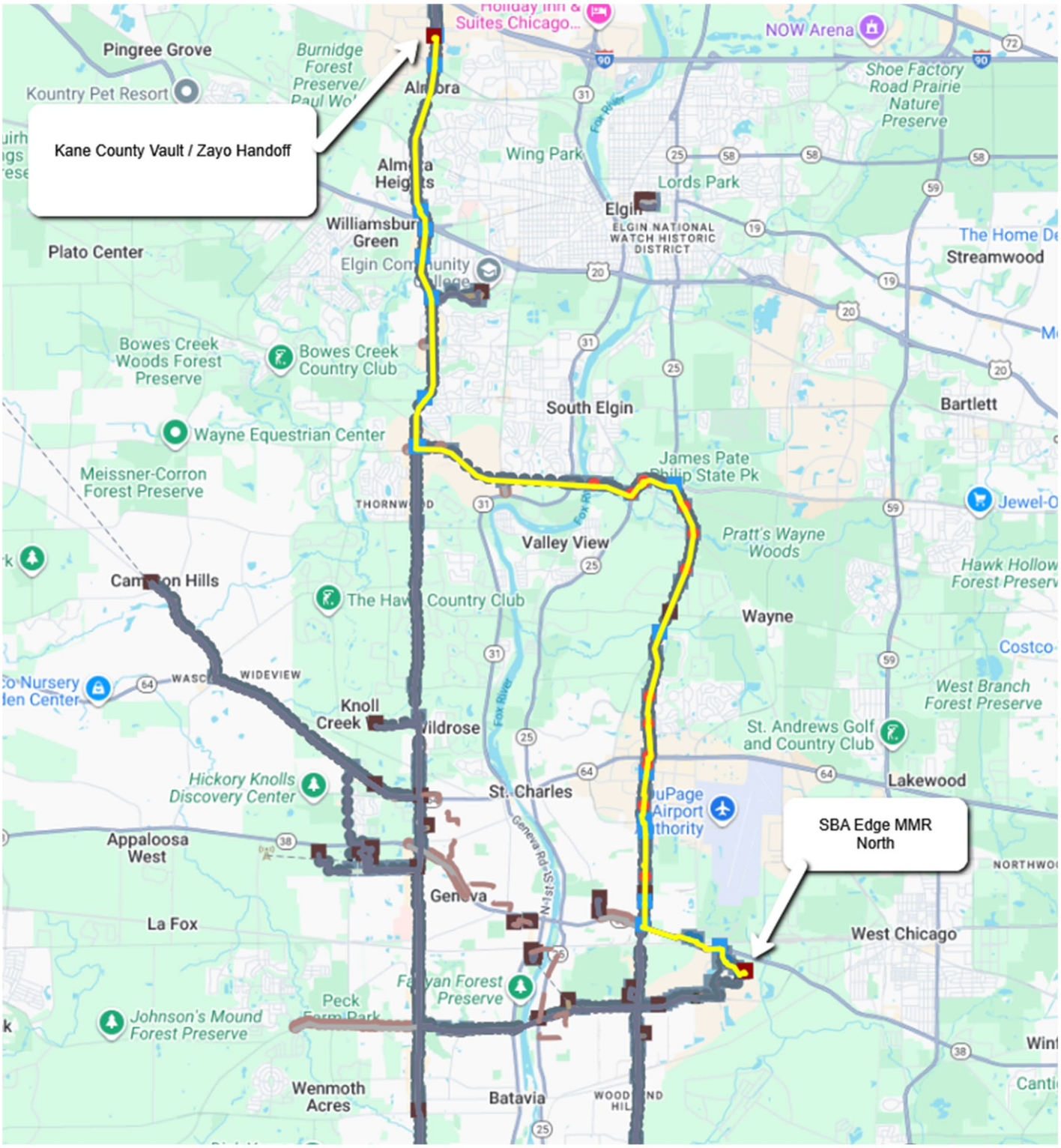
1,020.00

Annual Fiber Maintenance Cost

312.00

Exhibit B

Licensed Fiber Cost and Location/Strands



STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-344

AUTHORIZING A 24-MONTH AGREEMENT WITH VETRO, INC. FOR VETRO FIBERMAP OPERATOR ENTERPRISE FOR THE KANE COUNTY INFORMATION TECHNOLOGIES DEPARTMENT

WHEREAS, the Kane County Information Technologies Department utilizes Vetro, Inc. for various fiber service needs throughout the County of Kane; and

WHEREAS, funds have been budgeted by the Kane County Information Technologies Department for said services; and

WHEREAS, Kane County code section 2-216 provides that the purchase of computer software, computer hardware, and computer databases that have been competitively procured and that require additional proprietary licensing, software integrations, software development, software maintenance, computer hardware maintenance, database maintenance, software support services, database support services and computer hardware support services are not suitable for competitive procurement and may be authorized for purchase. Purchases over thirty thousand dollars ($30,000) must be authorized by the County Board; and

WHEREAS, this agreement calls for the use of funds beyond the present budget year and the County of Kane acknowledges the necessity of the appropriation of such funds.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Information Technologies Department is hereby authorized and directed to enter into an agreement with Vetro, Inc. and spend an amount not-to-exceed Fifty-Eight Thousand Dollars ($58,000) for a 24-month period for VETRO FiberMap.

Line Item: 125.800.810.70060, 001.060.060.50150, Various
Line Item Description: Communications Equipment, Contractual, Various
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title
Authorizing a 24-Month Agreement with VETRO, Inc. for VETRO FiberMap Operator Enterprise for the Kane County Information Technologies Department

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Charles Lasky, 630-232-5827

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $58,000
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution authorizes the Information Technologies Department to enter into an agreement with VETRO, Inc. for a 24-month VETRO FiberMap subscription in an amount not to exceed Fifty-Eight Thousand Dollars ($58,000). VETRO FiberMap provides a centralized map of the County's fiber infrastructure, making it easier to plan future projects, document existing assets, troubleshoot issues, and maintain the network..

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-345

AUTHORIZING A CONTRACT EXTENSION FOR THE MILL CREEK SPECIAL SERVICE AREA SNOW PLOWING SERVICES WITH COUNTYWIDE LANDSCAPING, INC. (BID# 23-050)

WHEREAS, bids have been solicited for the Kane County Mill Creek Special Service Area (SSA) Snow Plowing Services (BID# 23-050). A total of five (5) bids were received by the August 30, 2023 deadline; and

WHEREAS, the lowest responsive and responsible bidder, as per bid documents and specifications, was Countywide Landscaping, Inc., 42W892 Beith Road, Elburn, IL 60119; and

WHEREAS, this was a three (3) year "Zero Tolerance Accumulation" contract, with two (2) optional, mutually agreed upon one (1) year extensions as outlined in the bid specifications. This is the first one-year extension of the two available; and

WHEREAS, the cost of the Mill Creek Special Services Area (SSA) Snow Plowing is not to exceed One Hundred Seventy-Seven Thousand One Hundred Dollars ($177,100) per fiscal year; and

WHEREAS, funds have been budgeted and will be paid from the Mill Creek SSA Repairs and Maintenance-Roads fund (520.690.730.52020).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized and directed to enter into the first one (1) year contract extension with Countywide Landscaping, Inc., 42W892 Beith Road, Elburn, IL 60119 for Snow Plowing Services in an amount not to exceed of One Hundred Seventy-Seven Thousand One Hundred Dollars ($177,100) per fiscal year

Line Item: 520.690.730.52020, Various
Line Item Description: Repairs Maintenance Roads, Various
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing a Contract Extension for the Mill Creek Special Service Area Snow Plowing Services with Countywide Landscaping, Inc. (BID#23-050)

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Roger Fahnestock, 630-232-3571

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $177,100
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This Resolution authorizes the first one (1) year contract extension with Countywide Landscaping, Inc. for snow plowing services for the Mill Creek SSA in an amount not to exceed One Hundred Seventy-Seven Thousand One Hundred Dollars ($177,100) per fiscal year.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-346

AUTHORIZING THE APPLICATION FOR AND ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF AGRICULTURE RURAL BUSINESS DEVELOPMENT GRANT FOR THE KANE COUNTY FOOD AND FARM TECHNICAL ASSISTANCE PROGRAM

WHEREAS, agriculture is a significant contributor to Kane County's economy, supporting businesses, employment, farmland preservation, local food production, and the long-term economic vitality of the County; and

WHEREAS, the Kane County Board recognizes the importance of agricultural economic development through initiatives that strengthen farm businesses, expand market opportunities, improve business competitiveness, and promote long-term sustainability within Kane County's agricultural sector; and

WHEREAS, the Kane County Board recognizes that technical assistance is an essential economic development strategy that provides farmers, agricultural businesses, entrepreneurs, and rural enterprises with business planning, grant-writing assistance, financial management support, marketing resources, regulatory guidance, and other capacity-building services necessary to improve economic resilience and business success; and

WHEREAS, on August 13, 2013, the Kane County Board adopted the Growing for Kane Program through Ordinance No. 13-240 to promote locally grown food production, expand market opportunities for agricultural producers, and assist Kane County farms in obtaining federal, state, private, and other funding opportunities supporting agricultural production and economic development; and

WHEREAS, the proposed Kane County Food and Farm Technical Assistance Program advances the goals of the Growing for Kane Program by expanding technical assistance services, increasing access to business development resources, strengthening rural businesses, and supporting the continued growth and competitiveness of Kane County agriculture; and

WHEREAS, the United States Department of Agriculture Rural Business Development Grant Program provides financial assistance to support technical assistance, business development, and economic development activities that strengthen rural businesses and agricultural enterprises; and

WHEREAS, the Development and Community Services Department recommends that the County of Kane apply for funding through the United States Department of Agriculture Rural Business Development Grant Program for the project titled Kane County Food and Farm Technical Assistance Program; and

WHEREAS, the Kane County Board finds that submission of this grant application is in the best interest of the County of Kane and its agricultural community.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board as follows:

Section 1. The recitals set forth above are incorporated herein as though fully set forth in this Resolution.

Section 2. The Kane County Board hereby authorizes the County of Kane to apply for and, if awarded, administer funding through the United States Department of Agriculture Rural Business Development Grant Program for the project titled **Kane County Food and Farm Technical Assistance Program**.

Section 3. The Kane County Board authorizes the Kane County Board Chairwoman (Corinne M. Pierog), the Director of the Kane County Development and Community Services Department (Mark VanKerkhoff), and the Planning Division Manager of the Kane County Development and Community Services Department (Christopher Toth) to execute the grant application and all grant agreements, certifications, assurances, reimbursement requests, amendments, reports, closeout documents, and any other documents necessary to apply for, accept, administer, and close out the USDA Rural Business Development Grant, subject to the review and advisement of the Kane County State's Attorney's Office.

Section 4. The Development and Community Services Department is authorized to administer the grant, if awarded, in accordance with all applicable federal requirements, grant conditions, and County policies.

Section 5. This Resolution shall take effect immediately upon its adoption as provided by law.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Application for and Administration of the United States Department of Agriculture Rural Business Development Grant for the Kane County Food and Farm Technical Assistance Program

Committee Flow:
Agriculture Committee, Executive Committee, County Board

Contact:
Chris Toth, 630-232-3491

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? N/A	

Summary:

This resolution will authorize Kane County's application for a USDA Rural Business Development grant. The proposed grant-funded initiative would support the expansion of technical assistance for food and farm businesses in Kane County, enhancing the continued growth and competitiveness of the agricultural sector.

Rural Business Development Grants

What does this program do?

Rural Business Development Grants (RBDGs) support targeted technical assistance, training, and other activities that promote the development and expansion of small and emerging private businesses in rural areas. Eligible businesses must have fewer than 50 employees and less than $1 million in gross annual revenues. RBDG funding is separated into either enterprise or opportunity-type grant activities.

Who can apply?

Eligible applicants include:

- **Rural cooperatives**
- **State government agencies, towns, and communities**
- **Nonprofit corporations and institutions of higher learning**
- **Federally recognized Tribes**

Important: Neither individuals nor for-profit businesses or organizations are eligible to apply for RBDGs.

What is an eligible area?

The RBDG supports projects benefiting rural areas outside of urbanized areas that have populations of 50,000 or more. You can use the USDA Income and Property Eligibility site (available at this link: tinyurl.com/8ysytefa) to determine your area's eligibility.

How can funds be used?

Among other things, **enterprise-type** grant uses include:

- Training and technical assistance, including project planning, business counseling, market research, feasibility studies, and product or service improvements
- Buying or developing land, easements, or rights of way, including access streets and parking areas
- Constructing or renovating buildings, and buying machinery and equipment
- Capitalizing revolving loan funds
- Supporting rural business incubators and community economic development

Among other things, **opportunity-type** grants can support:

- Business support centers
- Technology-based economic development
- Leadership and entrepreneur training
- Feasibility studies, business plans, and long-term strategic planning, and other eligible activities

What are some grant terms?

Generally, grants range from $10,000 to $500,000, and there is no cost-sharing requirement. Opportunity-type grants are limited to no more than 10 percent of the total available RBDG funds.

How do we get started?

Applications are accepted annually through your state-based USDA Rural Development office. A list of offices is available at this link: tinyurl.com/bddtm6vj.

What governs this program?

- The basic RBDG program is governed by 7 CFR Part 4280, Subpart E, available at this link: tinyurl.com/yc2psnzu.

NOTE: Because information changes, always consult official program instructions or contact your local Rural Development office for help. A list is available at this link: go.usa.gov/xJHPE. You will find additional resources, forms, and program information at rd.usda.gov. USDA is an equal opportunity provider, employer, and lender.

Last revised September 2024

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-347

APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF CAMPTON HILLS AND THE COUNTY OF KANE FOR MUTUAL COOPERATION TO ENSURE TRANSPORTATION PLANNING AND THE SAFE AND EFFICIENT FLOW OF TRAFFIC ALONG THE CORRIDORS FOR BUNKER ROAD, LAFOX ROAD, AND KESLINGER ROAD

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and 5 ILCS 220/1 et seq. authorizes the County of Kane (hereinafter the "County") and the Village of Campton Hills (hereinafter the "Village") to cooperate in the performance of their respective duties and responsibilities by contract and other agreements; and

WHEREAS, the County has jurisdiction over Bunker Road, LaFox Road, and Keslinger Road and is presently constructing the Bunker Road Extension Project, including an underpass of the Union Pacific Railroad and a connection to LaFox Road; and

WHEREAS, the County and the Village desire to improve safety, efficiency, and vehicular and pedestrian movement within the corridors of Bunker Road, LaFox Road, and Keslinger Road and coordinate transportation planning, access management, and infrastructure improvements within the subject area; and

WHEREAS, the County and the Village have negotiated an intergovernmental agreement setting forth their respective duties, obligations, and responsibilities related to transportation planning, access control, roadway improvements, bicycle and pedestrian accommodations, and future jurisdictional transfers related to the subject area; and

WHEREAS, the County and the Village find that entering into said intergovernmental agreement will promote the public health, safety, and welfare and facilitate the safe and efficient flow of traffic throughout the subject area.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby approves an intergovernmental agreement between the Village of Campton Hills and the County of Kane for mutual cooperation to ensure transportation planning and the safe and efficient flow of traffic along the corridors of Bunker Road, LaFox Road, and Keslinger Road, and that the Kane County Board Chairman is hereby authorized and directed to execute said intergovernmental agreement therefor.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving an Intergovernmental Agreement Between the Village of Campton Hills and the County of Kane for Mutual Cooperation to Ensure Transportation Planning and the Safe and Efficient Flow of Traffic Along the Corridors for Bunker Road, LaFox Road, and Keslinger Road

Committee Flow:
Executive Committee, County Board

Contact:
Kurt Nika, 630.406.7372

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? No	

Summary:

KDOT staff has been working with the Village of Campton Hills on an intergovernmental agreement (IGA) related to the proposed LaFox of Campton Hills development. The IGA identifies access points to the County highways, specifies the anticipated access-related road improvements and bicycle/pedestrian improvements, and provides details of the jurisdictional transfer of various roads in the vicinity, along with other considerations.

The Village and developer are eager to approve the proposed IGA which was recently approved by the Village. At the direction of the Kane County Board Transportation Committee, KDOT staff has worked with the State's Attorney's Office to finalize the proposed IGA for consideration by the Executive Committee on August 5th and County Board on August 11th.

Staff recommends approval.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF CAMPTON HILLS AND THE COUNTY OF KANE FOR MUTUAL COOPERATION TO ENSURE TRANSPORTATION PLANNING AND THE SAFE AND EFFICIENT FLOW OF TRAFFIC ALONG THE CORRIDORS OF BUNKER ROAD, LAFOX ROAD, AND KESLINGER ROAD

This Agreement (hereinafter, the "Agreement") entered into this ___ day of _____ 2026, by and between the County of Kane, a body corporate and politic of the State of Illinois (hereinafter, the "COUNTY") and the Village of Campton Hills, a municipal corporation of the State of Illinois (hereinafter, the "VILLAGE"). The COUNTY and the VILLAGE are sometimes hereinafter collectively referred to as the "Parties" and individually as a "Party", acting by and through their respective governing boards.

WITNESSETH

Whereas, the VILLAGE and the COUNTY are authorized to agree and cooperate amongst themselves pursuant to the provisions of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

Whereas, the COUNTY has exclusive jurisdiction over Kane County Highway No. 16, also known as Bunker Road, Kane County Highway 81, also known as LaFox Road, and Kane County Highway 41, also known as Keslinger Road; and

Whereas, the Parties desire to improve safety, efficiency, and vehicular and pedestrian movement in the area along the Bunker Road, LaFox Road, and Keslinger Road as depicted in Exhibit "A", hereinafter referred to as the "Subject Area"; and

Whereas, most properties located along the Subject Area are within the corporate limits of the VILLAGE which is depicted in Exhibit "A" attached hereto and incorporated herein, or within the VILLAGE 1.5 mile planning area; and

Whereas, the COUNTY has designated Bunker Road, LaFox Road, and Keslinger Road as "Minor Arterials" consistent with the Illinois Highway Code and has adopted, consistent with local

and state law, the Kane County Division of Transportation - Transportation Permit Regulations and Access Control Regulations (hereinafter, the "KDOT-TPR"); and

Whereas, the COUNTY is presently constructing the Bunker Road Extension project, which will extend the existing Bunker Road north from Keslinger Road, including an underpass of the Union Pacific Railroad, to intersect with LaFox Road; and

Whereas, the Parties are aware of development proposals being considered, now and in the future, for land abutting or adjacent to the Subject Area which, if not considered in light of other activity along the Subject Area, could threaten safety and negatively impact vehicular movement, efficiency, and public investment in the area; and

Whereas, a conceptual plan for alignments of all access roads, cross-access easements and/or internal access roadways, allowable access points, and the method of intersection traffic control, in the corridors of Bunker Road, LaFox Road and Keslinger Road have been considered by the Parties and is set out on the attached Exhibit "C", which is hereby incorporated herein; and it is recognized that the final, exact alignment and geometrics for such improvements shall be determined in accordance with Kane County ordinances, resolutions, regulations, policies and as approved by the County Engineer; and

Whereas, the Parties find that the safety, health and welfare of their residents are best served by entering into this Agreement to coordinate the management of access to and from the Corridors to ensure that the Corridors will function in a safe and efficient manner for the movement of vehicular and bicycle/pedestrian traffic; and

Whereas, the VILLAGE desires the COUNTY to permit certain access points and highway, bicycle/pedestrian and other infrastructure improvements along the Subject Area for the benefit of development in the Subject Area in the VILLAGE; and

Whereas, the COUNTY wishes to secure the support and cooperation of the VILLAGE in the enforcement of the KDOT-TPR related to the control of access along those segments of Bunker

Road, LaFox Road, and Keslinger Road identified in the immediately preceding recital. The purpose of this joint Agreement is to facilitate and assure the safety of the traveling public, to promote responsible transportation planning and land use planning, to facilitate the free flow of traffic in the Subject Area now and in the future, and to otherwise permit the orderly development of property adjacent to the identified corridors and segments of Bunker Road, LaFox Road, and Keslinger Road; and

Whereas, the Parties acknowledge and agree that, the planning and improvements as described herein will be a benefit to and provide for the safety of the residents of the COUNTY, the VILLAGE, and the traveling public in general; and

Whereas, the COUNTY desires to transfer jurisdiction of LaFox Road between Bunker Road (Realigned) to Keslinger Road from the COUNTY to the VILLAGE as a material part of this Agreement; and the VILLAGE desires to accept said jurisdictional transfer to accommodate proposed development and associated permitting improvements as outlined in this Agreement; and

Whereas, the COUNTY, at the request of the Blackberry and Campton Township Highway Commissioners, desires to transfer jurisdiction of Brundige Road between Illinois Route 38 to 850 feet north of Keslinger Road (the northern edge limits of the Union Pacific Railroad (UPRR) right of way) from Campton Township/Blackberry Township to the VILLAGE as a material part of this Agreement. All rights and obligations of the parties regarding the jurisdictional transfer identified herein shall be governed by separate agreement executed by each respective township and the VILLAGE; and

Whereas, the COUNTY, at the request of the Blackberry and Campton Township Highway Commissioners, desires to transfer jurisdiction of Harley Road between Illinois Route 38 to 1,320 feet north of Keslinger Road from Campton Township/Blackberry Township to the VILLAGE as a material part of this Agreement. All rights and obligations of the parties regarding the jurisdictional transfer identified herein shall be governed by separate agreement executed by each respective township and the VILLAGE.

NOW THEREFORE, in consideration of the foregoing recitals and of other good and valuable consideration, the adequacy and sufficiency of which is hereby stipulated, the Parties hereto covenant and agree as follows:

1. The Parties acknowledge and agree that the recitals set forth above are hereby incorporated herein as substantive provisions of this Agreement. The Parties further acknowledge and agree that Exhibit "B" to this Agreement defines several terms frequently used in this Agreement.

2. The Parties agree that each shall, in the exercise of its respective planning jurisdiction, to the extent permitted by law, require all new development in the Subject Area provide ingress to and egress from Bunker Road, LaFox Road, and Keslinger Road in a manner consistent with the provisions of this Agreement, at the locations generally depicted in Exhibit "C".

3. The Parties agree that, within their respective planning jurisdictions, each Party, in its review and approval of any development proposal, shall require all forms of development approvals related to the Subject Area consistent with the terms of this Agreement as depicted in the attached Exhibit "A", Exhibit "C", and Exhibit "D", and made a part hereof. These circumstances include but are not limited to, the grant of special use, approval of zoning map amendments, approval of plats of subdivision, and approval of annexation agreements for all property abutting and adjacent to the Subject Area. The Parties agree that full access points which currently exist along the Subject Area may not need to be restricted or modified to conform to the provisions of this Agreement.

4. The Parties shall cooperate during the review and approval process for developing the properties abutting or adjacent to the Subject Area. Cooperation shall include, but not be limited to, the solicitation by each Party of review and comments from the other prior to any annexation, subdivision, zoning or land use change abutting or adjacent to the Subject Area.

5. Each Party shall, within their respective jurisdictions and/or planning jurisdictions, limit and require all highway access (ingress and egress) to and from the Subject Area to the specified

locations identified in Exhibit "C". The Parties shall review, for permit considerations, each specified access point and the final intersection design regardless of whether said access point is signalized or un-signalized. The exact locations for all access points will be determined in accordance with the current policies, regulations, and standards of the COUNTY.

6. The VILLAGE and the COUNTY agree that each shall require access to Bunker Road, LaFox Road, and Keslinger Road in the Subject Area to be in substantial conformity with the plan identified in Exhibit "C" and Exhibit "D", with the specific access points and the final intersection design to be approved by the Kane County Engineer, consistent with the location of the following access points:

    A. ACCESS POINT A (Bunker Road at LaFox Road) – An existing unsignalized "T" Intersection on the east side of Bunker Road, constructed by COUNTY as part of the Bunker Road Extension Project. There will be no new access to LaFox Road within 500 feet of Bunker Road within that portion to be jurisdictionally transferred to the VILLAGE. Additionally, no new access to LaFox and Bunker Roads between Dillonfield Drive and ACCESS POINT A except for the existing residential and farm access uses at the time of executing this Agreement. Development along the Subject Area will require installation of a right turn deceleration lane on Bunker Road at LaFox Road prior to or in conjunction with the installation of ACCESS POINT "B" or ACCESS POINT "C". ACCESS POINT "A" is not predicted to meet signal warrants, but may be signalized, if requested by the VILLAGE or appropriate to address the safety of the motoring public, when warranted as determined by the County Engineer in consultation with the VILLAGE at the cost of the VILLAGE.

    B. ACCESS POINT B (Bunker Road at proposed Ladyfern Avenue) – A Right In/Right Out Only intersection on the west side of Bunker Road, located approximately 800 feet south of LaFox Road. The approval of this access would follow COUNTY design requirements to include a right turn deceleration lane and a 12 foot pavement widening between ACCESS POINT C and ACCESS POINT A to accommodate the

standard barrier median on the centerline of Bunker Road to prevent prohibited movements. This barrier median may be configured to include landscaping elements as further outlined below. In order to minimize impacts to the motoring public, construction staging could be considered and will be in accordance with the requirements of the County Engineer.

In the event that a landscaped median is agreeable to the VILLAGE, the VILLAGE will develop a landscape plan for review and approval by the COUNTY. The VILLAGE agrees to pay for and maintain or cause to be paid for and maintained, the landscaped median and any irrigation system (if included) in a safe, clean, orderly, and presentable condition to the satisfaction of the COUNTY. This is subject to the VILLAGE including the landscaped median within the maintenance area to be covered by LaFox of Campton Hills active Special Service Area (SSA).

C. ACCESS POINT C (Bunker Road at Blazing Star Drive) – A future Full Intersection on the east and west side of Bunker Road, located approximately 1,975 feet south of LaFox Road. The approval of this access would follow COUNTY design requirements to include pavement widening for right and left turn deceleration lanes. ACCESS POINT "C" will also serve as the unrestricted access to the Commuter Rail Division (Metra) of the Northern Illinois Transit Authority site (north of the Union Pacific Railroad), which right of access for daily commuters will be established on the plat of subdivision as right-of-way and fortified with an underlying access easement to accommodate daily commuters to the Metra Train Station and commuter parking lot. ACCESS POINT "C" is not predicted to meet signal warrants, but may be signalized if requested by the VILLAGE or appropriate to address the safety of the motoring public, when warranted as determined by the County Engineer in consultation with the VILLAGE at the cost of the VILLAGE. The VILLAGE reserves the right to coordinate with Metra for their cost participation in access improvement costs at the time of Metra commuter parking lot permitting.

D. ACCESS POINT D (Bunker Road at Metra Train Station Entrance) – An existing "T" Intersection on the east side of Bunker Road, located approximately 3,645 feet south of LaFox Road. ACCESS POINT "D" may be signalized when warranted as determined by the County Engineer in the future.

E. ACCESS POINT E (Bunker Road at Fire Station) – A future, EMERGENCY/EXIT-ONLY entrance on the east side of Bunker Road, located approximately 120 feet south of ACCESS POINT D (Metra Train Station Entrance) subject to County Engineer design requirements and approval. Any features necessary for this unique access in the Bunker Road right-of-way (specialized pavement marking, flashing warning beacon systems related to emergency exits by Fire Station vehicles, etc.) will be paid for by the Fire Protection District and maintained by the VILLAGE and/or emergency agency, which will include costs related to installation and maintenance of all related infrastructure to include bicycle/pedestrian accommodations along the frontage of Bunker Road.

F. ACCESS POINT F (Keslinger Road at LaFox Road) – An existing "T" Intersection on the north side of Keslinger Road, located approximately 1,325 feet east of Bunker Road. There shall be no new access to LaFox Road within 300 feet of Keslinger Road consistent with the depiction on Exhibit "D". Development along the Subject Area will require installation of right turn and left turn deceleration lanes on Keslinger Road at LaFox Road prior to any new development that will contribute trips to ACCESS POINT "F". ACCESS POINT C and ACCESS POINT B will not be permitted by the County Engineer until the right turn and left turn deceleration lanes on Keslinger Road at LaFox Road are constructed in accordance with County Engineer requirements prior to permitting or concurrently with. ACCESS POINT "F" is not predicted to meet signal warrants, but may be signalized if requested by the VILLAGE or appropriate to address the safety of the motoring public, when warranted as determined by the County Engineer in consultation with the VILLAGE at the cost of the VILLAGE. COUNTY agrees to work towards a turn lane design that allows the improvements to be constructed within the existing right-of-way.

G. ACCESS POINT G (Keslinger Road at Harley Road) – An existing Full Intersection. There shall be no access to Harley Road within 500 feet north of Keslinger Road. Development along the Subject Area will require installation of right turn and left turn deceleration lanes on Keslinger Road at Harley Road in accordance with County Engineer requirements prior to any new development in excess of that depicted on Exhibit "D" that will contribute trips to ACCESS POINT "G". ACCESS POINT "G" is not predicted to meet signal warrants, but may be signalized if requested by the VILLAGE or appropriate to address the safety of the motoring public when warranted as determined by the County Engineer in consultation with the VILLAGE at the cost of the VILLAGE.

7. In the design and construction of improvements located in the Subject Area, the Parties shall require, at a minimum, the following features:

a) Internal Access Roads/Cross-Access Easements. As part of the development of properties adjacent to the Subject Area, the Parties agree that it is necessary and desirable to require internal access roads, drives and/or cross-access easements. The Parties shall ensure that the owners of these properties provide and maintain such cross-access easements and/or internal access roads, including the upkeep of roadway striping, signage, and pavement. The VILLAGE agrees not to issue any building or site permits for properties adjacent to the Subject Area without the review and approval of the internal access road design by the COUNTY. COUNTY review to be limited to internal access roadways within 500 foot throat distance of COUNTY roadways, and such approval shall not be unreasonably withheld by the COUNTY. The exact locations for all internal access roads, drives and/or cross-access easements shall be determined in accordance with good engineering judgment and the current policies, regulations, and standards of the VILLAGE and the COUNTY.

Such internal access roads, drives and/or cross-access easements will be designed to:

i. Be suitable for and accessible to varying types of vehicular traffic.

ii. Provide connections in conformity with the conceptual site plan identified in Exhibit "D", except that additional internal access roads, drives and/or cross-access easement changes may be appropriate for improved traffic flow, safety or other practical engineering concerns.

iii. Include appropriate pavement markings, signage, and traffic control devices of standard design and application.

b) Dedication of Right-of-Way and Easements. To provide for the future expansion of roadway facilities in the Subject Area, the VILLAGE shall, as part of any annexation, re-zoning, major site modification or change in use to any parcel having County Highway frontage on Bunker Road, LaFox Road and Keslinger Road in the Subject Area, require a minimum conveyance of the right-of-way and grant of easements as determined by the County Engineer in accordance with COUNTY standards. The VILLAGE shall require adjacent property owners to reserve and dedicate the right-of-way and easement area(s), at no expense to the VILLAGE or COUNTY, for the following: (i) a minimum of one hundred twenty feet (120') of right-of-way along the aforementioned roads, in the name of the County of Kane, and as determined by the County Engineer, or a minimum of sixty feet (60') from the centerline of the existing pavement of the aforementioned roads; (ii) a fifteen foot (15') wide utility easement and bicycle/pedestrian easement granted to the County of Kane and their designees, to be established immediately adjacent to the road right-of-way; (iii) fifty foot (50') by fifty foot (50') triangular shaped right-of-way parcels at all intersection corners to be conveyed to the County of Kane in fee simple at the ACCESS POINT "A", ACCESS POINT "B", ACCESS POINT "C", ACCESS POINT "D", ACCESS POINT "E", ACCESS POINT "F", and ACCESS POINT "G" intersections to ensure clear sight line distances and accommodate possible future traffic signal installations, and (iv) a twenty

five foot (25') by twenty five foot (25') triangular shaped right-of-way parcel to be conveyed to the County of Kane in fee simple at the ACCESS POINT "B" intersection to ensure clear sight line distances. The amount and location of any specific right-of-way conveyance or grant of easement to the COUNTY, as described in this paragraph, shall be first approved by the Kane County Engineer prior to such conveyance or grant.

c) Throat length. The standard for minimum throat length for "T" Intersection/Full Access/Signalized Access and Right-In/Right-Out Only Access points to County Highways of Bunker Road, LaFox Road, and Keslinger Road shall be five hundred feet (500') and two hundred fifty feet (250'), respectively unless otherwise described within this Agreement. These distances are subject to variation under special circumstances and only upon approval by the County Engineer in accordance with the KDOT-TPR. All locations shown in the current Preliminary engineering shall be considered as acceptable under the special circumstances.

d) Deceleration Lanes. Properly designed right turn deceleration lanes on County Highways will be required in advance of all non-emergency access locations listed in the Subject Area. Properly designed left turn deceleration lanes on County Highways will be required at all full access locations listed in the Subject Area. These deceleration lanes will be designed in accordance with policies established by the COUNTY and as approved by the County Engineer.

e) Beacon Lighting. Intersection beacon lighting will be required at all intersections listed within the Subject Area in accordance with County Engineer permitting requirements. THE COUNTY shall own, operate, and maintain the intersection beacon lights. The VILLAGE shall pay or cause to be paid the entire cost to construct, energize, operate, and maintain said beacon lighting. Where the COUNTY performs the operation and maintenance of said beacon lighting, the VILLAGE shall reimburse the COUNTY for the cost thereof within ninety (90) days of the receipt of an invoice from the COUNTY.

f) Storm Water Detention. The VILLAGE shall require the property owner(s)/developer(s) of properties adjacent to the Subject Area to designate additional storm water detention areas on their respective sites for the proposed access-related road improvements prior to or in conjunction with the development of any access in the Subject Area. The designated storm water detention areas must comply with the storm water detention requirements set forth under Illinois law and in accordance with the KDOT-TPR.

A Storm Water Management Report and Site Improvement Plan shall be submitted to the COUNTY for review prior to approval of any storm water detention for the development. The County review of this Stormwater Management Report shall be limited to only those areas of the development affecting County roadways. Any berms or water detention facilities shall conform to the Illinois Compiled Statutes (605 ILCS 5/9-115.1), regarding setback from the highway right-of-way. Detention facilities shall be setback from the highway right of way a minimum of ten feet (10') plus one and one-half times the depth of the storm water retention or detention facility. The toe of any berm shall be set back a minimum distance of ten feet (10') from the adjacent highway right-of-way. Setbacks will apply to any proposed right-of-way required for the COUNTY highways.

g) Bicycle & Pedestrian Accommodations. The VILLAGE and the COUNTY agree that new development along the Subject Area shall incorporate bicycle and pedestrian traffic infrastructure and features into proposed site designs at no cost to the COUNTY in accordance with Exhibit E, except that any infrastructure improvements along LaFox Road will be subject to VILLAGE requirements upon the jurisdictional transfer of the roadway to the VILLAGE. This will include building connections to existing adjacent bicycle/pedestrian facilities, new pathways outside, and when appropriate, within the COUNTY's highway rights-of-way and easements along County Highway frontages in areas where they do not currently exist, extending bicycle/pedestrian facilities onto and through properties owned by the Commuter Rail Division of the Northern Illinois Transit Authority for continuous access to the LaFox Metra Train Station, including to

the Train Station platform parallel to the south right-of-way of the Union Pacific Railroad from Lafox Road, and pedestrian signals as part of traffic signal installations/modifications in the Subject Area. The Parties agree to work cooperatively with the Commuter Rail Division of the Northern Illinois Transit Authority to facilitate and secure the ability to construct and maintain the bicycle/pedestrian work described herein. All bicycle/pedestrian improvements required within COUNTY right-of-way and easements shall be determined by the County Engineer and will be designed in accordance with County Engineer permitting requirements.

8. THE COUNTY shall own, operate, and maintain traffic signals, signal interconnect systems, roadway lighting and Emergency Vehicle Preemption (EVP) systems for intersections within the Subject Area. The VILLAGE shall pay or cause to be paid the entire cost to construct, energize, operate, and maintain said traffic signals, roadway lighting, Emergency Vehicle Preemption (EVP) system, signalization interconnect systems, and any other infrastructure improvements associated with such access signalization if the COUNTY determines that signalization of ACCESS POINT "A", ACCESS POINT "C, ACCESS POINT "D", or ACCESS POINT "F" is warranted and appropriate or that may warrant future signalization to enhance the safety of the public as determined by the Kane County Engineer. Under these circumstances, the VILLAGE shall pay to the COUNTY said costs to energize, operate, and maintain any such signals within ninety (90) days of the receipt of an invoice from the COUNTY.

9. Per the Kane County Road Improvement Impact Fee Ordinance (Kane Cnty. Code, § 17-8 (Ord. 22-27, 1-11-2022; amd. Ord. 22-478, 12-13-2022), all new developments, as defined in the Ordinance, in Kane County are responsible for transportation impact fees due to the COUNTY and collected by the Kane County Division of Transportation. In conjunction with the COUNTY, and to promote fair and uniform compliance with this program, the VILLAGE agrees to provide written notice to all municipal building permit applicants of Kane County's Transportation Impact Fee Ordinance. The VILLAGE agrees to confirm payment of all transportation impact fees due prior to the issuance of municipal building

permits. This commitment applies to all municipal building permits issued Village-wide, subsequent to the execution of this agreement. It is also understood by the Parties that road improvements associated with the access points described in this Agreement are not eligible for impact fee credits.

10. The COUNTY shall transfer jurisdiction of LaFox Road (Bunker Road to Keslinger Road) to the VILLAGE after the Bunker Road Extension Project is fully opened to public use. The VILLAGE and COUNTY shall work cooperatively to submit jurisdictional transfer paperwork to the Illinois Department of Transportation (IDOT) within 120 days of the execution of this Agreement. The Parties acknowledge and agree that the transfer of jurisdiction from the COUNTY to the VILLAGE shall include the right-of-way and infrastructure therefor as well as ownership and maintenance responsibilities of the existing Wayside Horn System at the at-grade Union Pacific Railroad crossing. The jurisdictional transfer shall be completed prior to approval of any new access to LaFox Road and, as such, will be designed in accordance with VILLAGE standards. The LaFox Road (Bunker Road to Keslinger Road) pavement was to be refurbished by the COUNTY in 2026 at a cost estimate of $224,654.48 for the following work: (a) three (3) inch milling of existing pavement surface, (b) three (3) inch resurfacing with hot mix asphalt in two lifts, (c) restoration of existing shoulders and driveway aprons, and (d) restoration of existing pavement marking. At the request of the VILLAGE, the COUNTY agrees to remove this pavement maintenance from their 2026 program and provide the VILLAGE $250,000.00 for future pavement maintenance by the VILLAGE. This payment to the VILLAGE will occur within 120 days of the jurisdictional transfer approval by IDOT.

11. The VILLAGE shall accept the transfer of jurisdiction of Harley Road (IL Route 38 south to 0.14 miles south of the Union Pacific Railroad) from the Blackberry Township Road District and the Campton Township Road District. The VILLAGE agrees to work cooperatively with the Blackberry Township Road District and the Campton Township Road District to complete jurisdictional transfer paperwork to IDOT within 120 days of the execution of this Agreement. The VILLAGE shall diligently prosecute to completion said jurisdictional transfer of Harley Road (IL Route 38 south to 0.14 miles south of the Union Pacific Railroad)

and shall obtain the approval thereof from the Illinois Department of Transportation (IDOT). The Parties acknowledge and agree that the transfer of jurisdiction to the VILLAGE shall include the conveyance of all right-of-way therefor.

12. The VILLAGE shall accept the transfer of jurisdiction of Brundige Road (IL Route 38 south to the north right-of-way line of the Union Pacific Railroad) from the Blackberry Township Road District and the Campton Township Road District. The VILLAGE agrees to work cooperatively with the Blackberry Township Road District and the Campton Township Road District to complete jurisdictional transfer paperwork to IDOT within 120 days of the execution of this Agreement. The VILLAGE shall diligently prosecute to completion said jurisdictional transfer of Brundige Road (IL Route 38 south to the north right-of-way line of the Union Pacific Railroad) and shall obtain the approval thereof from the Illinois Department of Transportation (IDOT). The Parties acknowledge and agree that the transfer of jurisdiction to the VILLAGE shall include the conveyance of all right-of-way therefor.

13. The Parties agree that other than the respective duties and obligations as contained in this Agreement, nothing contained herein is intended to, or shall be construed as, creating or establishing any legal relationship or entity between the Parties.

14. The provisions of this Agreement are severable. If any provision of this Agreement, or the application thereof, to any person or circumstance is held to be invalid or unenforceable by law, the remainder of this Agreement and its application to other persons or circumstances shall remain in full force and effect.

15. All of the Parties' obligations and representations related to access and design of the work contemplated in the Subject Area are established solely by this Agreement. All prior oral agreements, negotiations, representations, and prior written agreements related to access and design of the Subject Area are superseded by this Agreement.

16. Any alterations, amendments, deletions, or waivers of any provisions of this Agreement shall be valid only when expressed in writing and executed by all of the Parties.

17. This Agreement shall remain in full force for a period of twenty (20) years, beginning on the date this Agreement is executed by all of the Parties. The Agreement shall automatically renew for successive periods of twenty (20) years without any further action by the Parties.

18. Either Party may terminate its participation in this Agreement by providing written notice to the other Party to this Agreement at least 90 days prior to its scheduled expiration.

19. Any notices required or permitted under this Agreement shall be sufficiently given if mailed by certified mail, return receipt requested, to the parties as follows:

Kane County:	Attn: County Engineer Kane County Division of Transportation 41W011 Burlington Road St. Charles, IL 60175
Village of Campton Hills:	Attn: Village Clerk Village of Campton Hills 40W270 LaFox Road, Suite B Campton Hills, IL 60175

20. The terms of this Agreement will be construed in accordance with the laws of Illinois, and should any disputes arise they shall be decided under the jurisdiction and governed by the laws of the State of Illinois.

21. Each person signing below on behalf of one of the Parties agrees, represents and warrants that they have been duly and validly authorized to sign this Agreement on behalf of their party.

COUNTY OF KANE

By: _____

Corinne M. Pierog

Madam Chair, Kane County Board

Attest:

By: _____

John A. Cunningham

County Clerk

VILLAGE OF CAMPTON HILLS

By: _____

Barbara Wojnicki

Village President

Attest:

By: _____

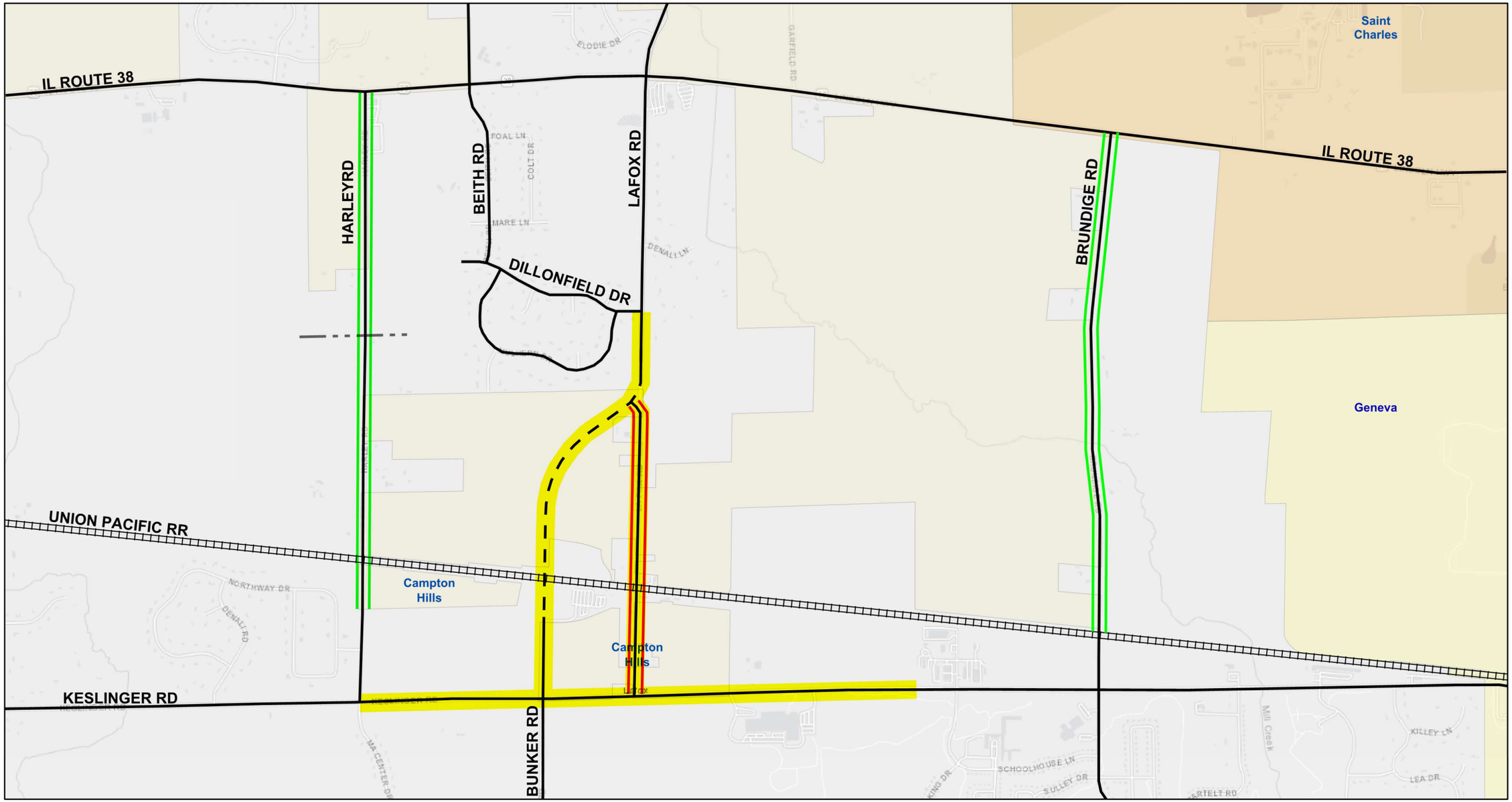
Tracy Johnson

Village Clerk

LIST OF EXHIBITS

EXHIBIT "A"	Subject Area
EXHIBIT "B"	Definitions
EXHIBIT "C"	Access Points
EXHIBIT "D"	Overall Site Plan
EXHIBIT "E"	Bicycle / Pedestrian Plan

EXHIBIT "A"



3/20/2026

- Bunker Realignment Project (by KDOT)
- County Highway to be Jurisdictionally Transferred to Village
- Township Highway to be Jurisdictionally Transferred to Village
- Subject Area

1:22,094

0 0.2 0.4 0.8 mi

0 0.33 0.65 1.3 km

County of Kane, Esri, HERE, County of Kane, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA

EXHIBIT "B"

DEFINITIONS

Access, *n.*: The right of an owner of property immediately adjacent to a highway to ingress to and egress from the property by way of the immediately adjoining highway.

Access Point *n.*: The designated location along a highway where ingress to and egress from a property immediately adjoining the highway is allowed. The location of an access point is governed by the Kane County Division of Transportation, Permit Regulations (hereinafter "KDOT-PR") unless otherwise agreed to in writing by the County of Kane.

Access Regulation *n.*: Various measures utilized by the County of Kane, intended to regulate or control access, including, but not necessarily limited to elimination of access or the restriction of access by various means. (See: KDOT-PR).

Access Road, *n.*: A highway or private road that directly connects to an access point. A highway that connects to an access point is sometimes referred to as a leg of an intersection.

Auxiliary Lanes, *n.*: Lanes, other than through lanes, of the traveled portion of a highway such as dedicated left turn lanes, right hand turn lanes or deceleration lanes.

County Highway, *n.*: a highway under the exclusive jurisdiction of the County of Kane. "County Highway" may include a highway under the exclusive jurisdiction of the County of Kane for which maintenance or other responsibilities are performed by another unit of government pursuant to an intergovernmental agreement with the County of Kane.

Cross Access Easement, *n.***:** An easement, granted by the owners of property adjacent to a highway, to the public for highway purposes. Cross access easements are intended to serve as locations for internal access roads or access roads to connect properties adjacent to the highway to an access point.

Detention, *n.*: A dry bottom earthen depression in the ground utilized for the temporary storage and controlled discharge of storm water.

Full Access, *n.*: An access point where traffic movement in all legal directions is allowed.

Highway, *n.*: A general term for denoting a public way for purposes of the travel of vehicular traffic including the entire area within the right of way thereof and any associated appurtenance therefor. **"**Highway" includes a municipal street or a township road.

Internal Access Road, *n.*: A highway servient to and which runs generally parallel with a dominant County highway and is sometimes referred to as a "frontage road" or a" local service drive" as defined by the Illinois Highway Code (605 ILCS 5/8-105). An internal access road is intended to collect traffic generated from properties adjacent to the frontage road to convey the traffic to an access road and an access point on a County or other highway.

Intersection, *n.:* The area within the right of way of two different highways within which vehicles traveling on the traveled portion of each highway come into conflict with one another. The junction of a private alley or a private driveway with a highway shall not for purposes of this Agreement constitute an intersection. Intersection includes:

A. **"T" Intersection,** *n.*: An intersection of two highways that has only three intersecting legs which allows traffic movements to and from each leg of the intersection to any other leg of the intersection. As its name implies this intersection appears as various forms of the letter "T".
B. **Full Intersection,** *n.*: An intersection of two highways that has four intersecting legs which allows traffic movements to and from each leg of the intersection to any other leg of the intersection.
C. **Right In/Right Out Only,** *n.* : A "T" intersection where the movement of traffic is limited to the following movements only: (i) through movements on the horizontal legs of the "T" , (ii) a right hand turning movement only from the left horizontal leg of the "T" to the vertical leg of the "T" and, (iii) a right hand turning movement only from the vertical leg of the "T" to the right hand leg of the "T". No left hand turns are permitted on a right in/right out only intersection.
D. **Signalized Intersection,** *n.*: An intersection that utilizes signalization.

Intersection Lighting, *n.*: Overhead electric lighting at an intersection intended to illuminate the pavement surface of the intersection as may be required by the County Engineer of Kane County.

KDOT-TPR, *n.*: The Kane County Division of Transportation, Permit Regulations, as amended from time to time and duly authorized by the Kane County Board.

MUTCD, *n.*: The most recent addition of the Manual of Uniform Traffic Control Devices.

Planning Jurisdiction, *n.*: The area described in the Illinois Compiled Statutes by 65 ILCS 5/11-12-5 through 65 ILCS 5-11-12-6 of the Municipal Code over which the municipality has planning authority.

Retention, *n.*: A wet bottom earthen depression in the ground utilized for the temporary and or permanent storage and controlled discharge of storm water.

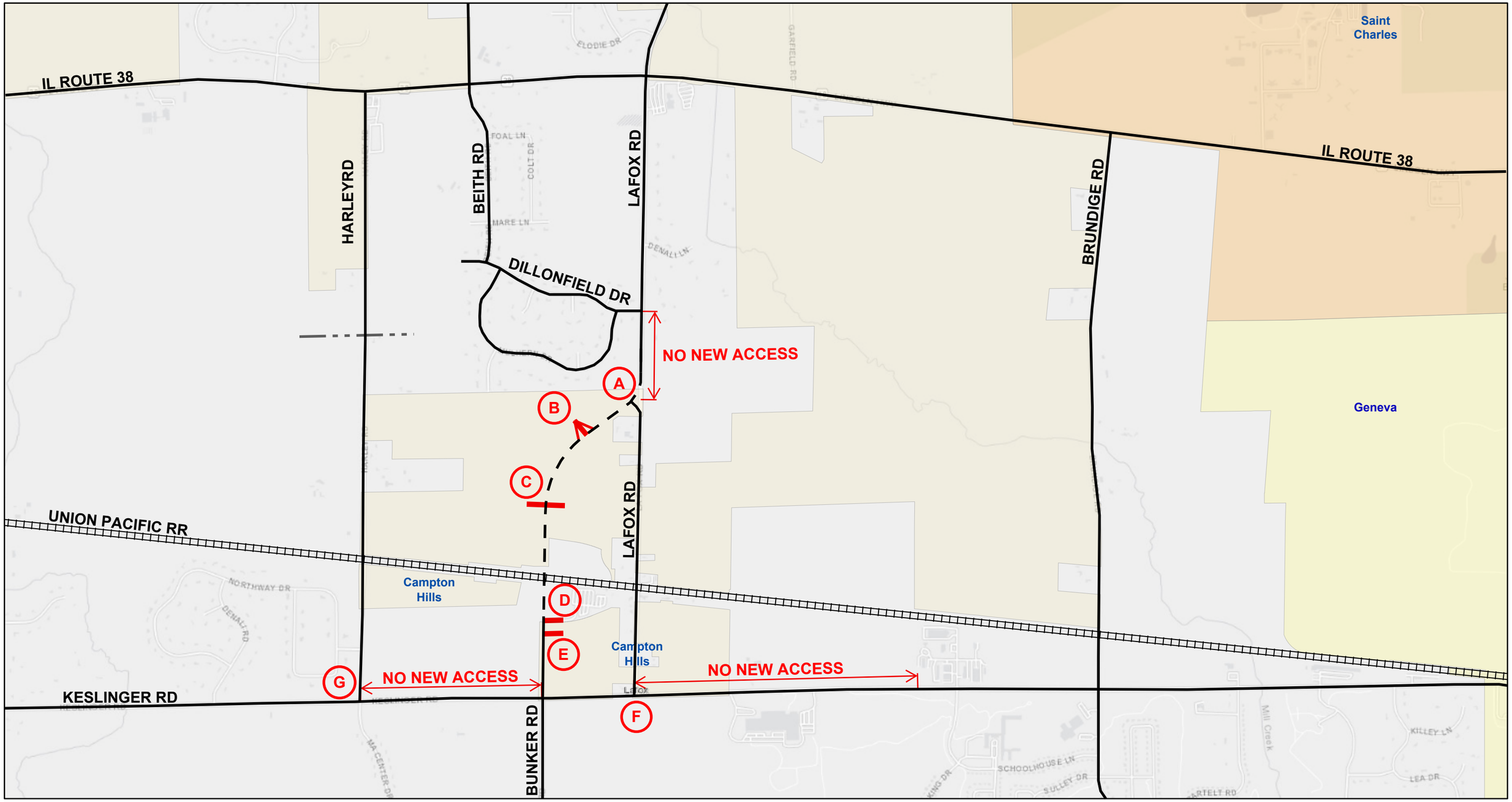
Roadway Lighting, *n.*: Overhead electric lighting adjacent to a highway intended to illuminate the pavement surface and surrounding area as may be required by the County Engineer of Kane County.

Signalization, *n.*: Electronic traffic control devices also referred to as: traffic lights, traffic control devices, stop and go lights or traffic control signals, intended for the regulation of vehicular and pedestrian traffic at an intersection where such devices on different legs of the same intersection alternately direct traffic to stop and to proceed. Signalization is designed, constructed operated and maintained to the satisfaction of the County Engineer of Kane County.

Signal Interconnect System, *n.:* An electronic system designed and intended to electronically connect signalization at various intersections into a continuous series for the intended purpose of coordinating the movement of traffic through the various signalized intersections. Signal interconnect systems are designed, constructed, operated and maintained to the satisfaction of the County Engineer of Kane County.

Throat Length, *n.*: The distance along an access point's drive aisle from the edge of pavement of the County highway to the first internal access road or access road intersection with the drive aisle.

EXHIBIT "C"



5/22/2026

1:22,094

0 0.2 0.4 0.8 mi

0 0.33 0.65 1.3 km

County of Kane, Esri, HERE, County of Kane, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA

- Bunker Realignment Project (by KDOT)
- Major Access (Full)
- Major Access (Right-In/Right-Out)

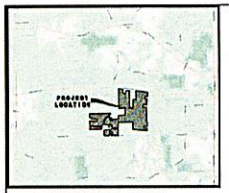
OVERALL SITE PLAN

FOR

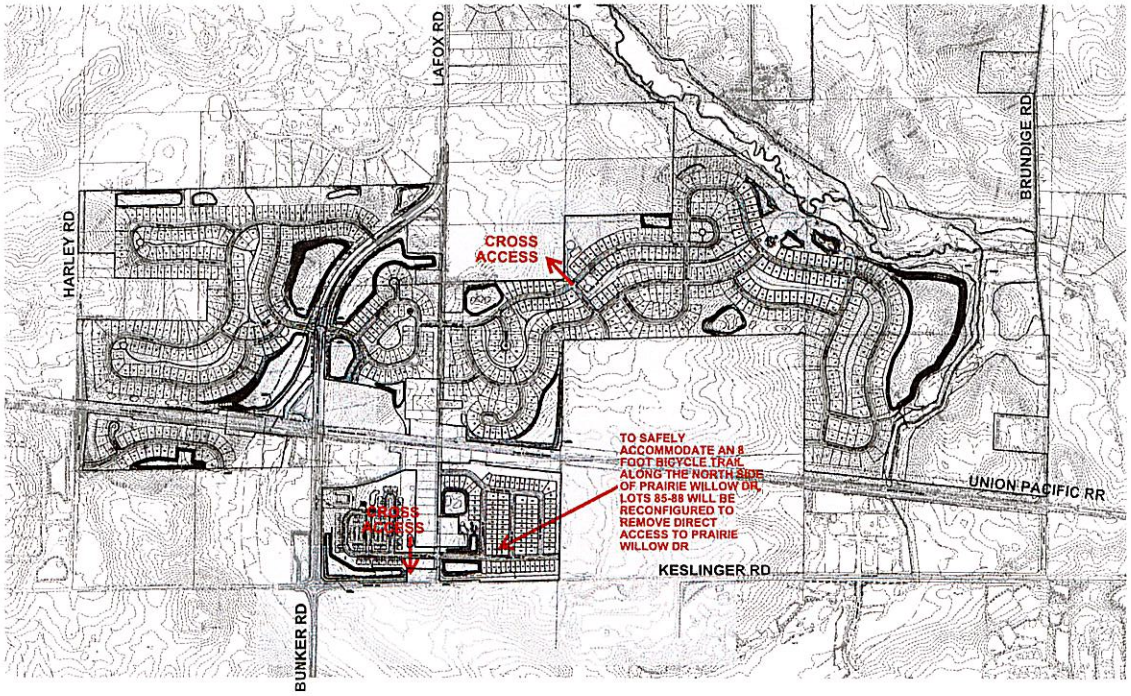
LAFOX OF CAMPTON HILLS

KANE COUNTY, ILLINOIS

EXHIBIT "D"



LOCATION MAP



BENCHMARK\CONTROL POINTS

ELEVATION REFERENCE MARK

CITY OF GENEVA GEODETIC SURVEY MONUMENT 002 STATION IS LOCATED APPROXIMATELY 588 FT. NORTH OF THE KESLINGER ROAD AND S. PECK ROAD INTERSECTION, AND 67 FT. WEST OF S. PECK ROAD'S CENTERLINE. MONUMENT IS A 3" STEEL DISK SURROUNDED BY CONCRETE AND GRASS.
ELEVATION: 778.25 NAVD 88

PREPARED FOR:
SHOOFEN GROUP, LLC.
77 N. FIRST STREET, SUITE 7
GENEVA, ILLINOIS 60134

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
Ph. 630.862.2100 FAX: 630.862.2199
E-Mail: info@cemcon.com Website: www.cemcon.com

DISC NO.: 628051 FILE NAME: PREDWER
DRAWN BY: KWS FLD. BK. / PG. NO.: ------
COMPLETION DATE: 09-05-25 JOB NO.: 628.051
REF.: ENG TOPO 2008 PROJECT MANAGER: RWS/MWR
REV.: 10-08-25/MWR, 10-21-25/SHK

SHEET 1 OF 10

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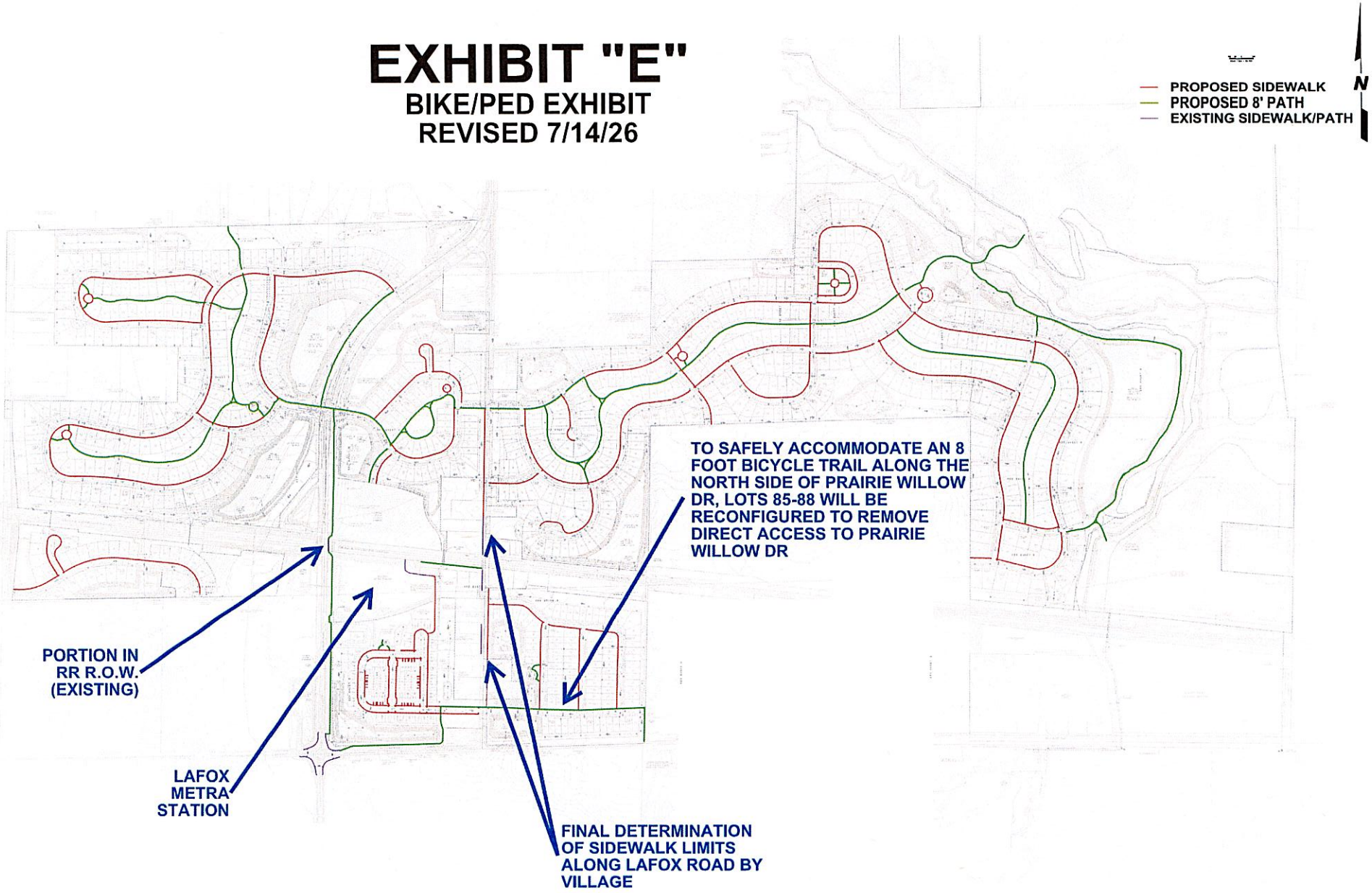
EXHIBIT "E"

BIKE/PED EXHIBIT
REVISED 7/14/26



STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-348

REAPPOINTING SUPERVISOR OF ASSESSMENTS (MARK D. ARMSTRONG, CIAO-M)

WHEREAS, the current four-year term of Kane County Supervisor of Assessments Mark D. Armstrong, CIAO-M, expires September 30, 2026; and

WHEREAS, Illinois Property Tax Code provides that "In counties with less than 3,000,000 inhabitants and not having an elected county assessor or an elected supervisor of assessments, the office of supervisor of assessments shall be filled by appointment by the presiding officer of the county board with the advice and consent of the county board" (35 ILCS 200/3-5); and

WHEREAS, the Illinois Property Tax Code provides that in order to be appointed supervisor of assessments, a person must be certified by one of several professional organizations, have had at least 2 years' experience in the field of property sales, assessments, finance or appraisals, must have passed an examination conducted by the Illinois Department of Revenue, and these qualifications must be certified to the County Board by the Department; and

WHEREAS, Mark D. Armstrong holds the CIAO-M designation from the Illinois Property Assessment Institute, has 41 years of experience as a real estate appraiser, and has passed an examination conducted by the Illinois Department of Revenue; and

WHEREAS, the Illinois Department of Revenue has certified these qualifications to the County Board.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that Mark D. Armstrong is hereby reappointed as Supervisor of Assessments for Kane County for a term of office of four years, such reappointment to be effective October 1, 2026.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Reappointing Supervisor of Assessments (Mark D. Armstrong, CIAO-M)

Committee Flow:
Executive Committee, County Board

Contact:
Mark Armstrong, 630.208.3818

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? No	

Summary:

Reappointment of Mark D. Armstrong, CIAO-M, as Kane County Supervisor of Assessments as provided by the Illinois Property Tax Code.

Certification of Educational Qualification

State of Illinois
Property Tax Division - Assessment Education
Department of Revenue

This certifies that MARK D ARMSTRONG has met the educational qualifications needed for the following responsibilities in regards to the office of Supervisor of Assessments; in KANE County:

- to be appointed to fill a vacancy in the office; or
- to enter upon the duties of the office; or
- to file nomination papers for the office; or
- to participate as a candidate in any primary or general election for the office; or
- to be elected to the office.

These educational requirements are described in Section 3-5(1) or Section 3-5(4) of the Property Tax Code. This certification is valid from 01/01/2023 through 12/31/2026.

Brian Replogle
Certifying Authority
01/15/2026

PROPERTY TAX DIVISION
ASSESSMENT EDUCATION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19033
SPRINGFIELD IL 62794-9033
rev.proptaxed@illinois.gov

PTAX-1090-B (R-04/21)

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-349

APPROVING THE APPOINTMENT OF MEMBER TO THE BOARD OF REVIEW (TIMOTHY J. SULLIVAN, MAI, SRA)

WHEREAS, the current two-year term of Kane County Board of Review member the current two-year term of Kane County Board of Review member Timothy J. Sullivan, MAI, SRA expired on June 1, 2026; and

WHEREAS, the Illinois Property Tax Code provides that “In counties under township organization with less than 3,000,000 inhabitants in which no board of review is elected under Section 6-35, there shall be an appointed board of review”; the appointment is to be made by the chairman of the county board, with the approval of the board (35 ILCS 200/6-5); and

WHEREAS, the Illinois Property Tax Code provides that in order to be appointed a Board of Review, a person must be qualified by experience and training in property appraisal and property tax administration, and must have passed an examination conducted by the Illinois Department of Revenue; and

WHEREAS, the Illinois Property Tax Code requires that the membership of the Board of Review “shall consist of 3 members, 2 of whom are affiliated with the political party polling the highest vote for any county office in the county at the last general election prior to any appointment made under this Section” and that the third member “shall not be affiliated with that same party” (35 ILCS 200/9-10); and

WHEREAS, the other two members of the Board of Review consist of two members who are affiliated with the political party polling the highest vote for any county office in the county at the last general election; and

WHEREAS, Timothy J. Sullivan, MAI, SRA has been a state certified real estate appraiser in Illinois since 1992, was awarded the SRA Designation by the Appraisal Institute in 1989, was awarded the MAI Designation by the Appraisal Institute in 2000, passed the Board of Review examination conducted by the Illinois Department of Revenue in 2008, was appointed as an additional member of the Board of Review under 35 ILCS 200/6-25 in 2008 and appointed as a full member of the Board of Review on a biennial basis since 2010, and is not affiliated with the political party polling the highest vote for any county office in the county at the last general election.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that Timothy J. Sullivan, MAI, SRA is hereby reappointed as a member of the Kane County Board of Review for a term expiring June 1, 2028.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving the Appointment of Member to the Board of Review (Timothy J. Sullivan, MAI, SRA)

Committee Flow:
Executive Committee, County Board

Contact:
Mark Armstrong, 630.208.3818

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? No	

Summary:

This resolution authorizes the reappointment of Timothy J. Sullivan, MAI, SRA to the Board of Review for a two-year term expiring June 1, 2028.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-350

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR A DRONE AS FIRST RESPONDER PROGRAM BETWEEN THE COUNTY OF KANE, THE KANE COUNTY SHERIFF'S OFFICE, AND THE CITY OF AURORA THROUGH THE AURORA POLICE DEPARTMENT

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power of function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay cost related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service, provided that the unit of government contracting with the county has authority to perform the service; and

WHEREAS, the Parties are authorized to contract among themselves to obtain or share services, or exercise, combine, or transfer any power or function in any manner not prohibited by law (5 ILCS 220/3); and

WHEREAS, the Kane County Sheriff's Office (KCSO) and the Aurora (IL) Police Department (APD) intend to cooperate in planning, deployment, and operation of a drone as a First Responder program ("DFR Program") to enhance public safety and support law enforcement operations within their respective jurisdictions; and

WHEREAS, KCSO has leased a drone platform and associated software on a trial basis from Flock Group Inc., and APD will provide pilots and operational support for monitored calls for service to enable timely drone deployment; and

WHEREAS, the IGA is effective on the date of the last signature and may be terminated upon 30 days' written notice by either party.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the County of Kane and the Kane County Sheriff are authorized to enter an intergovernmental agreement with the City of Aurora and its police department for a Drone as First Responder program and that the Kane County Board Chairman is hereby authorized to execute the agreement.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing an Intergovernmental Agreement for a Drone as First Responder Program Between the County of Kane, the Kane County Sheriff's Office, and the City of Aurora Through the Aurora Police Department

Committee Flow:
Executive Committee, County Board

Contact:
Elizabeth Richards, 630-208-2001

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? No	

Summary:

This resolution requests authorization to enter into an intergovernmental agreement for a Drone as First Responder (DFR) program with Kane County, the Kane County Sheriff's Office, and the Aurora Police Department. The purpose of the DFR program is to enhance safety for the public and for first responder personnel as well as to enhance law enforcement efforts within the respective jurisdictions.

Intergovernmental Agreement

BETWEEN THE COUNTY OF KANE, KANE COUNTY SHERIFF'S OFFICE, AND CITY OF AURORA THROUGH THE AURORA POLICE DEPARTMENT

This Intergovernmental Agreement is made and entered into as of the date written below (the "Effective Date") by and between the County of Kane ("County"), the Kane County Sheriff's Office ("KCSO"), and the City of Aurora, ("City"), an Illinois Municipal Corporation through the Aurora Police Department ("APD"), each a governmental entity, and together the "Parties".

Recitals

WHEREAS, the Parties are units of local government within the meaning of Section 10 of Article 7 of the Constitution of the State of Illinois; and

WHEREAS, the Parties are also public agencies within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq*.); and

WHEREAS, the Parties are authorized to contract among themselves to obtain or share services, or exercise, combine, or transfer any power or function in any manner not prohibited by law (5 ILCS 220/3); and

WHEREAS, the Parties intend to cooperate in planning, deployment, and operation of a drone as a First Responder program ("DFR Program") to enhance public safety and support law enforcement operations within their respective jurisdictions; and

WHEREAS, KCSO has leased a drone platform and associated software (the "Flock Services") on a trial basis from Flock Group Inc ("Flock"), and APD will provide pilots and operational support for monitored calls for service to enable timely drone deployment.

NOW, Therefore, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. **Recitals**
The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

2. **Objectives**

1.1 Program Purpose. The DFR Program's objectives are to: (a) improve response times to priority incidents; (b) enhance situational awareness for first responders; (c) promote officer and public safety; and (d) support evidence collection and accountability consistent with applicable laws and policies. APD support is intended to be provided to supplement KCSO capabilities as needed.

1.2 Scope. The Parties will collaborate to integrate the DFR capability into existing dispatch, communications, and field operations, with clear incident command, operational control, and data-handling protocols as set forth in this IGA.

3. **Responsibilities of KCSO**

2.1 Program Assets and Access.

(a) If available, KCSO will share KCSO computer-aided dispatch (CAD) data with the DFR software platform solely for DFR operational purposes;

(b) KCSO will provide necessary radios or communications access to facilitate real-time coordination with APD's designated DFR pilots;

(c) KCSO will provide APD's designated DFR pilots and authorized personnel with access credentials to the DFR platform to operate the system, view live video, and download recordings as required for evidentiary purposes.

2.2. Program Costs.

(a) KSCO will cover all costs associated with the DFR drone system platform, including purchase or lease of the DFR drone, repairs, maintenance, replacement parts, batteries, charging and power systems, docking stations or remote launch platforms, drone-specific software, service contracts, licensing, and required upgrades or manufacturer-recommended maintenance for the DFR platform;

(b) KCSO must maintain required insurance coverage and endorsements as outlined in Section 11;

(c) KCSO will obtain and maintain all required authorizations, licenses, or permits for Flock services.

4. Responsibilities of APD.

3.1 Operation and Reporting.

(a) APD will staff and supervise qualified pilots to operate the DFR system and will monitor calls for service for potential DFR deployments;

(b) APD will report all DFR flights operated by APD pilots as required by state and federal laws including but not limited to the Drones as First Responders Act and any required notifications to the State's Attorney's Office.

3.2 Training, Scheduling, and Staffing.

(a) APD will train and certify personnel as drone pilots and provide ongoing refresher training of at least two hours per pilot per month for DFR flight proficiency;

(b) APD will schedule and supervise drone operators, will provide planned schedules to KSCO at least two weeks in advance subject to staffing-related changes, and the Parties acknowledge initial operations will scale over the first two to three months as pilots are trained and workflows refined;

(c) APD will bear ongoing personnel costs for staffing DFR operations and related administrative time.

3.3 Facilities and Equipment.
(a) APD will provide necessary network access and electrical service to support the DFR system;
(b) APD will procure any supplemental operator equipment it requires, such as controllers, tablets, and headsets;
(c) APD may integrate its CAD and ShotSpotter systems with the DFR platform and will be responsible for any associated integration fees.

5. Terms of Cooperation for Call Monitoring and Deployment

4.1 Monitoring and Launch Authority.
(a) APD will monitor calls for service through the DFR software platform and may proactively initiate deployments without a request from KSCO based on call priority, system alerts, and real-time information available through the platform;
(b) APD may deploy the DFR unit within either Party's jurisdiction and, based on call volume, may provide mutual aid to neighboring departments within the DFR deployment area.

4.2 Use Parameters
(a) DFR deployments are intended for emergency response and incidents requiring immediate assistance, with the intention of clearing as soon as feasible so the DFR can return to base and be available for additional calls;
(b) For incidents such as missing persons, barricaded subjects, hostage situations, or search warrants, the DFR should transition to a standard mobile drone from the primary agency as soon as practicable to return the DFR unit to service;
(d) KCSO use. In the event that APD staff is unavailable to operate, deploy, or provide assistance, KCSO is authorized to utilize its own personnel. KCSO staff will be responsible for reporting all fights in accordance with legal requirements. Additionally, KCSO staff must report any damage or malfunctions to APD upon returning the equipment.

6. Priority of Calls

5.1 Highest Priority Incidents.
Violent crimes in progress and calls that present a significant risk to officer safety will receive highest deployment priority; when multiple calls are pending, shootings or shots-fired calls, assaults, armed subjects, robberies in progress, and incidents involving pursuits take precedence, and the DFR may be pre-emptively deployed to a planned felony stop or a stop involving a stolen vehicle where escape is imminent, subject to supervisor coordination for flight safety and urgent operational needs.

5.2 Pursuit Considerations. Each agency shall abide by and follow its own UAS and pursuit policies.

7. Command and Control

6.1 Incident Command.
The primary agency for a given incident retains overall command of their incident.

6.2 Operational Control.
The supporting agency maintains operational control over its aircraft, pilots, and UAS equipment.

6.3 Primary Agency Determination. The Parties will determine the primary agency based on jurisdiction and initiating call source. Depending on the incident, either agency may at times have both Incident Command and Operational Control.

8. Communications

The Parties will maintain real-time communication during DFR deployments through mutually designated radio channels and/or digital communication platforms.

9. Compliance

8.1 Legal and Regulatory.
All DFR operations will comply with applicable laws, rules, and regulations, including FAA Part 107 and state and federal law.

8.2 Authorizations and Policies.
The agency whose pilots are operating the DFR is responsible for ensuring all required FAA waivers or Certificates of Authorization are obtained for DFR operations, and each Party will comply with its UAS/DFR policies and procedures.

8.3 Use of Flock Services.
The Parties acknowledge that improper operation of unmanned aircraft systems may cause injury to persons or property. Each Party hereto agrees that it and its authorized users will at all times: (a) exercise reasonable care in using the Flock Services and drone; (b) use the Flock Services and drone only in accordance with the information and warnings set forth in the Help Center located at help.flocksafety.com, and any other published product materials, technical specifications, user manuals, maintenance guidelines, and support communications provided by Flock from time to time attached to this IGA as Exhibit A; (c) use the Flock Services and drone in full compliance with all applicable local, state, national and international laws and regulations related to the operation of unmanned aircraft systems in any territory of operation, including any applicable laws and orders with regard to privacy, pilot licensure, operating within visual line of sight (unless the Party has received proper approval from a civil aviation authority waiving such limitation), detecting and avoiding other aircraft, and airspace restrictions (such as temporary flight restrictions issued by the FAA, the Civil Aviation Safety authority (CASA), or other government agencies or other authorities); (d) obtain and maintain all licenses, consents, clearances, and authorizations required to operate unmanned aircraft systems before using the Flock Services; and (e) comply with all relevant flight limitations and restrictions that may be imposed during flights by any government agency or other authority.

10. Data Handling, Privacy, and Confidentiality

9.1 Storage, Access, and Retention.

Video feeds, recordings, and sensor data captured during DFR operations will be stored, accessed, and retained consistently with Illinois law, federal law, and the policies and retention schedules of the primary agency handling the incident, and that agency will be responsible for FOIA responses related to such records.

9.2 Transparency.

Upon launch of the DFR public transparency portal, access will be available to KSCO; the Parties will mutually determine what data is shared and update frequency, and APD may share a public portal link with the public.

9.3 CAD Data Use and Ownership.

Each Party understands its CAD data may be pushed into the DFR system and that such data will be used solely for DFR operational purposes on a need-to-know basis; neither Party is the owner of the other's CAD data, FOIA requests will be referred to the owning agency, and all access will comply with CJIS, LEADS, and NCIC requirements.

9.4 Confidentiality.

Each Party will maintain the confidentiality of non-public information, investigative data, and sensitive operational details obtained through the DFR Program and will use such information solely for official purposes, except as disclosure is required by law, court order, or applicable public records statutes.

11. Security and Access Management

10.1 System Credentials

APD will manage pilot and observer user accounts for DFR operations; KCSO will manage accounts for any KCSO personnel requiring access. Accounts will be role-based and promptly deprovisioned upon separation or role change.

10.2 Information Security.

The Parties will implement reasonable administrative, technical, and physical safeguards to protect DFR systems and data, including encryption in transit where supported, multifactor authentication where available, and audit logging for evidentiary access.

12. Risk Management and Insurance

11.1 Insurance.

The Parties will maintain insurance or self-insurance customary for UAS operations, naming the other party, its elected officials, employees, agents, and volunteers as primary, non-contributory, additional insureds on the commercial general liability (including completed operations), business auto, and umbrella/excess liabilities policies, where limits, carriers/self-insurance certificates, and endorsements to be specified in Exhibit B. All policies, endorsements, certificates, and /or binders shall be subject to approval of the other party. A lapse in any required insurance coverage during the term of the IGA shall be breach.

11.2 Indemnity.
To the extent permitted by law, KCSO shall hold harmless, defend at its own expense, and indemnify the City of Aurora , its elected officials, officers, employees, agents, and volunteers against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of the KSCO, its officers, employees, and agents under this IGA; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Aurora negligence or willful acts.

To the extent permitted by law, the City of Aurora shall hold harmless, defend at its own expense, and indemnify the County, and KCSO, and its elected officials, officers, employees, agents, and volunteers against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of the City of Aurora, its officers, employees, and agents under this IGA; excluding, however, such liability, claims, losses, damages, or expenses arising from the County, or KCSO sole negligence or willful acts.

13. Term, Termination and Amendment

12.1 Term.
This IGA is effective as of the date of the last signature.

12.2 Termination for Convenience.
Either Party may terminate this IGA for any reason upon thirty (30) days' written notice to the other Party.

12.3 Amendment. This IGA may be amended only by a written instrument executed by both Parties.

14. Notices

13.1 Method and Contacts.
All official notices under this IGA shall be sent via first class mail or email to the designated contacts, and each Party shall promptly advise the other of any contact changes.

13.2 Notice Addresses.
To Agency KCSO: [Name/Title]; [Email]; [Address if additionally required]

Copy to:
Kane County State's Attorney's Office
sao_civil_email@kanecountyil.gov

To APD:
Chief of Police
1200 N. Indian Trail
Aurora, Illinois 60505

Copy to:
Corporation Counsel
44 E. Downer Place
Aurora, Illinois 60505

15. No Agency; No Third-Party Beneficiaries

14.1 Independent Status.
The Parties remain independent public entities; this IGA does not create an agency, partnership, joint venture, or employment relationship.

14.2 No Third-Party Rights.
No third party is intended to be a beneficiary of this IGA.

16. Entire Agreement

This IGA constitutes the entire agreement between the Parties regarding the DFR Program.

17. Counterparts; Electronic Signatures

This IGA may be executed in counterparts, each of which is deemed original, and together constitute one instrument. Signatures delivered electronically shall be deemed original.

18. Applicable Law

This Agreement shall be interpreted and enforced under the laws of the State of Illinois. The parties agree that the venue for any legal proceedings between them shall be Kane County, Sixteenth Judicial Circuit, State of Illinois.

19. Authorization

The Parties represent that all necessary acts have been taken to authorize and approve this Agreement in accordance with applicable law, and this Agreement, when executed by the Parties hereto, shall constitute a binding obligation of the Parties, legally and enforceable at law and equity against both.

20. Severability Clause

If any provision of this Agreement is held to be invalid, that provision shall be stricken from this Agreement, and the remaining provisions shall continue in full force and effect to the fullest extent possible.

IN WITNESS WHEREOF, the Parties have executed this IGA by their duly authorized representatives as of the dates set forth below.

For the APD:

_____
Chief of Police

Date: _____

For the KCSO:

_____
Sheriff Ron Hain

Date: _____

For the County:

_____
Kane County Board Chairman

Date: _____

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-351

APPROVING JUNE 2026 CLAIMS PAID

WHEREAS, according to the Kane County Code Section 2-193 Expenditure of Funds for Settlement of Claims B. Monthly Reports of Claims: The County Auditor shall file a monthly report of all claims paid in the prior month to the County Chair and all other members of the County Board. For each claim paid, the monthly report shall identify the claimant, the nature of the claim and the official or department, if any, against which the claim was made, the fund from which the payment was made, the amount of the payment and the date the check was issued; and

WHEREAS, according to the Kane County Financial Policies 8. Disbursement Policies b): A report shall be run monthly by the Auditor of all claims paid. Said report shall be available to all members of the County Board in the office of the County Board Chair. For each claim paid, the report shall identify the creditor, the department or official which purchased the product or service, the fund from which the payment was made, the amount of the payment and the date the check was issued; and

WHEREAS, the County Auditor has examined the attached Claims Paid Report for claims against Kane County totaling $13,995,183.64; and

WHEREAS, the County Auditor, in accordance with Ordinance No. 97-56, has recommended the payment of all claims on the attached Claims Paid Report; and

WHEREAS, the claims on the attached Claims Paid Report have been paid; and

WHEREAS, the County Board finds all claims on the Claims Paid Report to be due and Payable.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that payment of the claims totaling Thirteen Million, Nine Hundred and Ninety-five Thousand, One Hundred and Eighty-three Dollars and Sixty-four Cents ($13,995,183.64) on the attached Claims Paid Report is acknowledged and approved.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving June 2026 Claims Paid

Committee Flow:
Finance and Budget Committee, Executive Committee, County Board

Contact:
Penny Wegman, 630.232.5918

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

According to the Kane County Code Section 2-193 Expenditure of Funds for Settlement of Claims B. Monthly Reports On Claims: The County Auditor shall file a monthly report of all claims paid in the prior month to the chairman and all other members of the County Board. For each claim paid, the monthly report shall identify the claimant, the nature of the claim and the official or department, if any, against which the claim was made, the fund from which the payment was made, the amount of the payment and the date the check was issued.

Similarly according to the Kane County Financial Policies 8. Disbursement Policies b): A report shall be run monthly by the Auditor of all claims paid. Said report shall be available to all members of the County Board in the office of the County Board Chair. For each claim paid, the report shall identify the creditor, the department or official which purchased the product or service, the fund from which the payment was made, the amount of the payment and the date the check was issued.

The accompanying Report of Claims Paid is submitted to comply with those requirements, and to document that the County Board has approved the payment of those claims.

CLAIMS PAID REPORT JUNE 2026 FOR COUNTY BOARD INFORMATION

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
US Bancorp Asset Management, Inc. dba PFMAM	Investment Income	General Government Revenue	General Fund	6/17/2026	5,251.69
McGuireWoods LLP	Contractual/Consulting Services	County Board	General Fund	6/15/2026	10,000.00
Impact Networking, LLC	Repairs and Maint- Copiers	County Board	General Fund	6/1/2026	104.84
Corinne M. Pierog	Conferences & Meetings - Chairman	County Board	General Fund	6/1/2026	34.11
Corinne M. Pierog	Conferences & Meetings - Chairman	County Board	General Fund	6/1/2026	111.40
JP Morgan Chase Bank, N.A.	Conferences & Meetings - Chairman	County Board	General Fund	6/15/2026	783.72
Corinne M. Pierog	Employee Mileage Expense	County Board	General Fund	6/1/2026	288.19
Warehouse Direct, Inc.	Office Supplies	County Board	General Fund	6/1/2026	48.86
Warehouse Direct, Inc.	Office Supplies	County Board	General Fund	6/29/2026	303.18
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	County Board	General Fund	6/1/2026	44.89
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	County Board	General Fund	6/29/2026	54.87
Baker Tilly Advisory Group Parent, LP	Certified Audit Contract	Finance	General Fund	6/1/2026	23,000.00
Eisner Advisory Group, LLC	Contractual/Consulting Services	Finance	General Fund	6/29/2026	6,380.00
Lauterbach & Amen, LLP	Contractual/Consulting Services	Finance	General Fund	6/29/2026	18,200.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Finance	General Fund	6/1/2026	218.12
Patricia A. Clark	Conferences and Meetings	Finance	General Fund	6/1/2026	1,563.84
Patricia A. Clark	General Association Dues	Finance	General Fund	6/1/2026	362.00
JP Morgan Chase Bank, N.A.	General Association Dues	Finance	General Fund	6/15/2026	2,630.00
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Finance	General Fund	6/1/2026	26.94
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Finance	General Fund	6/29/2026	31.93
Iron Mountain Information Management, LLC	Contractual/Consulting Services	Information Technologies	General Fund	6/15/2026	340.32
JP Morgan Chase Bank, N.A.	Contractual/Consulting Services	Information Technologies	General Fund	6/15/2026	2,508.00
Telcom Innovations Group, LLC	Repairs and Maint- Comm Equip	Information Technologies	General Fund	6/1/2026	1,852.80
Insight Public Sector, Inc.	Repairs and Maint- Comm Equip	Information Technologies	General Fund	6/15/2026	1,477.13
JP Morgan Chase Bank, N.A.	Repairs and Maint- Comm Equip	Information Technologies	General Fund	6/15/2026	1,016.61
Kronos SaaShr, Inc.	Office Supplies	Information Technologies	General Fund	6/1/2026	26.18
LMC Enterprises, Inc. dba Initial Impressions	Office Supplies	Information Technologies	General Fund	6/15/2026	66.75
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Information Technologies	General Fund	6/15/2026	130.72
JP Morgan Chase Bank, N.A.	Office Supplies	Information Technologies	General Fund	6/15/2026	452.51
JP Morgan Chase Bank, N.A.	Office Supplies	Information Technologies	General Fund	6/15/2026	88.94
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Information Technologies	General Fund	6/29/2026	163.66
Roskuszka & Sons dba Wallys Printing	Office Supplies	Information Technologies	General Fund	6/29/2026	95.00
GHA Technologies, Inc.	Computer Related Supplies	Information Technologies	General Fund	6/15/2026	2,789.00
JP Morgan Chase Bank, N.A.	Computer Related Supplies	Information Technologies	General Fund	6/15/2026	269.00
Gordon Flesch Company, Inc.	Printing Supplies	Information Technologies	General Fund	6/1/2026	5.69
Gordon Flesch Company, Inc.	Printing Supplies	Information Technologies	General Fund	6/1/2026	95.07
Canon USA, Inc.	Printing Supplies	Information Technologies	General Fund	6/15/2026	195.61
Canon USA, Inc.	Printing Supplies	Information Technologies	General Fund	6/15/2026	463.80
Gordon Flesch Company, Inc.	Printing Supplies	Information Technologies	General Fund	6/29/2026	2.10
WEX Bank	Fuel- Vehicles	Information Technologies	General Fund	6/1/2026	165.37
WEX Bank	Fuel- Vehicles	Information Technologies	General Fund	6/15/2026	251.79
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	6/1/2026	776.60
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	6/1/2026	3,551.77
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	6/1/2026	364.69
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	6/1/2026	190.80
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	6/1/2026	502.28
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	6/1/2026	748.36
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	6/29/2026	190.80
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	6/29/2026	274.69
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	6/29/2026	3,345.74
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	6/29/2026	710.46
Eco Clean Maintenance, Inc.	Janitorial Services	Building Management	General Fund	6/15/2026	13,869.00
Temperature Service Company Inc dba Omega Electric	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	471.60
Temperature Service Company Inc dba Omega Electric	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	1,521.99
Fitzgerald's Electrical Contracting, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	2,028.18
Gehrke Technology Group, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	1,150.00
Gehrke Technology Group, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	4,600.00

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	(130.02)
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	3,895.74
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	7,791.48
Allied Door Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	1,358.74
Havlicek Geneva Ace Hardware, LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	94.09
Havlicek Geneva Ace Hardware, LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	134.59
Hartwig Mechanical, LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	1,010.21
Hartwig Mechanical, LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	1,132.20
Kane County Treasurer/Collector	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	11,921.94
Key Construction Group, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	450.00
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	79.92
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	220.20
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	46.39
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	225.81
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	18.10
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	26.75
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	114.90
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	55.60
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	85.40
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	49.06
Johnson Controls Security Solutions, LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	526.60
Norman Lamps, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	270.00
Norman Lamps, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	262.50
Norman Lamps, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	3,870.00
Norman Lamps, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	423.00
Norman Lamps, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	1,395.00
Norman Lamps, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	339.00
Norman Lamps, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	637.50
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	174.17
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	(106.05)
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	68.12
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	92.47
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	6.50
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	38.91
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	53.37
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	13.08
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	58.41
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	85.99
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	57.08
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	57.08
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	68.12
Phigenics Holdings, Inc. dba Phigenics, LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	3,695.00
Phigenics Holdings, Inc. dba Phigenics, LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	725.00
MRRW Construction, LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	9,919.52
MRRW Construction, LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	6,802.08
MRRW Construction, LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	3,501.73
Paddock Publications (Daily Herald)	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	43.70
United Refrigeration, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	633.51
Urban Elevator Service, LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	263.68
Valley Lock Company, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	135.20
Valley Security Company	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	2,824.86
W.E. Carlson Corporation	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	5,699.04
Weatherguard Roofing Co	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	5,047.80
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	237.08
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	25.16
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	1,788.00
1 Source Mechanical, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/1/2026	3,116.00
Alert Fire Protection, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	720.00

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Weatherguard Roofing Co	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	597.50
Valley Security Company	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	1,716.56
Valley Security Company	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	8,386.48
Valley Security Company	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	605.52
Valley Security Company	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	1,714.72
Paddock Publications (Daily Herald)	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	48.30
Sign Tech, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	125.00
Phigenics Holdings, Inc. dba Phigenics, LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	2,000.00
R.A. Daugherty Sales, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	750.00
R.J. O'Neil, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	2,975.00
Range Environmental Solutions	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	8,459.43
Sheaffer & Roland, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	1,350.00
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	34.06
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	149.73
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	80.00
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	34.06
Norman Lamps, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	706.25
JP Morgan Chase Bank, N.A.	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	2,676.25
JP Morgan Chase Bank, N.A.	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	3,176.54
JP Morgan Chase Bank, N.A.	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	1,738.99
McMaster-Carr Supply Co.	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	50.76
Midwest Power Industry, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	660.00
Midwest Power Industry, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	12,160.00
Midwest Power Industry, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	4,744.70
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	39.07
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	75.45
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	222.20
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	22.96
Key Construction Group, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	3,426.82
Key Construction Group, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	750.00
Key Construction Group, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	900.00
Key Construction Group, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	1,800.00
Key Construction Group, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	1,800.00
Hartwig Mechanical, LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	1,080.00
Dreisilker Electric Motors Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	1,582.46
ILLCO, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	182.07
Havlicek Geneva Ace Hardware, LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	18.75
Allied Door Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	988.15
Banner Plumbing Supply Co, LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	174.59
Chem-Wise Ecological Pest Management, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	375.00
Chem-Wise Ecological Pest Management, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	95.00
Chem-Wise Ecological Pest Management, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	564.00
Chem-Wise Ecological Pest Management, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	95.00
Cornerstone Detention Products Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	2,352.53
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	45.72
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	6.57
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	453.04
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	7.84
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	33.44
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	717.88
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	1,158.18
Temperature Service Company Inc dba Omega Electric	Repairs and Maint- Buildings	Building Management	General Fund	6/15/2026	3,951.90
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	443.03
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	751.34
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	275.16
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	106.40
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	1,385.83
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	1,877.55

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	392.97
Cornerstone Detention Products Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	77.36
Banner Plumbing Supply Co, LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	3,852.30
Havlicek Geneva Ace Hardware, LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	31.48
Havlicek Geneva Ace Hardware, LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	13.66
Havlicek Geneva Ace Hardware, LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	27.26
Havlicek Geneva Ace Hardware, LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	20.68
Havlicek Geneva Ace Hardware, LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	35.07
Iris Group Holdings, LLC dba Everon, LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	700.00
F.E. Moran, Inc. Fire Protection of Northern IL	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	1,995.00
Hartwig Mechanical, LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	1,620.00
Hartwig Mechanical, LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	1,908.01
Hartwig Mechanical, LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	3,319.30
Hartwig Mechanical, LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	640.00
Key Construction Group, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	1,500.13
Key Construction Group, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	7,225.00
Key Construction Group, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	6,920.00
Key Construction Group, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	3,958.00
Key Construction Group, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	3,600.00
Key Construction Group, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	15,670.00
Liberty Fire Equipment, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	8,096.10
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	31.52
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	59.96
Norman Lamps, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	706.25
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	33.95
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	91.69
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	64.12
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	34.06
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	192.09
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	102.18
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	104.64
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	68.12
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	68.12
Sheaffer & Roland, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	550.00
Steiner Electric Company	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	44.44
Suburban Door Check & Lock Service, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	220.00
Neuco, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	105.70
Neuco, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	407.40
Urban Elevator Service, LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	3,316.13
Urban Elevator Service, LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	3,448.00
Weatherguard Roofing Co	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	595.00
Windy City Cleaning Equipment & Supply, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	364.97
Alert Fire Protection, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	1,219.96
1 Source Mechanical, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	10,621.14
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/29/2026	51,130.29
Midwest Sealcoat, Inc.	Repairs and Maint- Grounds	Building Management	General Fund	6/1/2026	2,950.00
Ratliff Landscaping, Inc.	Repairs and Maint- Grounds	Building Management	General Fund	6/1/2026	500.00
Ratliff Landscaping, Inc.	Repairs and Maint- Grounds	Building Management	General Fund	6/1/2026	2,880.00
Ratliff Landscaping, Inc.	Repairs and Maint- Grounds	Building Management	General Fund	6/1/2026	400.00
Ratliff Landscaping, Inc.	Repairs and Maint- Grounds	Building Management	General Fund	6/1/2026	3,980.00
Ratliff Landscaping, Inc.	Repairs and Maint- Grounds	Building Management	General Fund	6/1/2026	4,560.00
Ratliff Landscaping, Inc.	Repairs and Maint- Grounds	Building Management	General Fund	6/15/2026	23,227.82
JP Morgan Chase Bank, N.A.	Repairs and Maint- Grounds	Building Management	General Fund	6/15/2026	134.00
JP Morgan Chase Bank, N.A.	Repairs and Maint- Grounds	Building Management	General Fund	6/15/2026	343.59
JP Morgan Chase Bank, N.A.	Repairs and Maint- Grounds	Building Management	General Fund	6/15/2026	261.87
Langton Snow Solutions dba Langton Group	Repairs and Maint- Grounds	Building Management	General Fund	6/15/2026	1,900.00
Ratliff Landscaping, Inc.	Repairs and Maint- Grounds	Building Management	General Fund	6/29/2026	500.00
Ratliff Landscaping, Inc.	Repairs and Maint- Grounds	Building Management	General Fund	6/29/2026	800.00

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Ratliff Landscaping, Inc.	Repairs and Maint- Grounds	Building Management	General Fund	6/29/2026	500.00
JP Morgan Chase Bank, N.A.	Repairs and Maint- Vehicles	Building Management	General Fund	6/15/2026	45.00
Sign Tech, Inc.	Repairs and Maint- Vehicles	Building Management	General Fund	6/15/2026	720.00
Black Gold Septic Contractors, Inc	Grease Trap- Septic Services	Building Management	General Fund	6/15/2026	275.00
Black Gold Septic Contractors, Inc	Grease Trap- Septic Services	Building Management	General Fund	6/15/2026	535.00
Black Gold Septic Contractors, Inc	Grease Trap- Septic Services	Building Management	General Fund	6/15/2026	285.00
Batavia Instant Print Inc	General Printing	Building Management	General Fund	6/1/2026	2,250.20
Batavia Instant Print Inc	General Printing	Building Management	General Fund	6/1/2026	360.05
Batavia Instant Print Inc	General Printing	Building Management	General Fund	6/1/2026	1,444.64
Batavia Instant Print Inc	General Printing	Building Management	General Fund	6/15/2026	1,870.74
Cenveo Worldwide Limited	General Printing	Building Management	General Fund	6/15/2026	935.00
Cenveo Worldwide Limited	General Printing	Building Management	General Fund	6/15/2026	471.15
Cenveo Worldwide Limited	General Printing	Building Management	General Fund	6/15/2026	1,178.40
Cenveo Worldwide Limited	General Printing	Building Management	General Fund	6/15/2026	655.93
Batavia Instant Print Inc	General Printing	Building Management	General Fund	6/29/2026	1,523.53
Batavia Instant Print Inc	General Printing	Building Management	General Fund	6/29/2026	420.06
Batavia Instant Print Inc	General Printing	Building Management	General Fund	6/29/2026	148.95
Batavia Instant Print Inc	General Printing	Building Management	General Fund	6/29/2026	3,518.65
Safety Training Plus, LLC	Employee Training	Building Management	General Fund	6/29/2026	3,490.00
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	Building Management	General Fund	6/1/2026	140.71
JP Morgan Chase Bank, N.A.	Operating Supplies	Building Management	General Fund	6/15/2026	595.81
JP Morgan Chase Bank, N.A.	Operating Supplies	Building Management	General Fund	6/15/2026	50.00
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	Building Management	General Fund	6/29/2026	155.73
City of Geneva	Utilities- Sewer	Building Management	General Fund	6/1/2026	180.51
City of Geneva	Utilities- Sewer	Building Management	General Fund	6/1/2026	211.97
City of Geneva	Utilities- Sewer	Building Management	General Fund	6/1/2026	461.92
City of St. Charles	Utilities- Sewer	Building Management	General Fund	6/1/2026	792.24
City of St. Charles	Utilities- Sewer	Building Management	General Fund	6/1/2026	25.37
City of St. Charles	Utilities- Sewer	Building Management	General Fund	6/1/2026	11,175.03
City of St. Charles	Utilities- Sewer	Building Management	General Fund	6/1/2026	199.78
City of St. Charles	Utilities- Sewer	Building Management	General Fund	6/1/2026	168.63
City of St. Charles	Utilities- Sewer	Building Management	General Fund	6/1/2026	1,103.00
City of Geneva	Utilities- Sewer	Building Management	General Fund	6/15/2026	211.67
City of Geneva	Utilities- Sewer	Building Management	General Fund	6/15/2026	12.05
City of Geneva	Utilities- Sewer	Building Management	General Fund	6/15/2026	12.87
City of Geneva	Utilities- Sewer	Building Management	General Fund	6/15/2026	49.55
City of Geneva	Utilities- Sewer	Building Management	General Fund	6/29/2026	86.43
City of Geneva	Utilities- Sewer	Building Management	General Fund	6/29/2026	211.00
City of Geneva	Utilities- Sewer	Building Management	General Fund	6/29/2026	178.24
City of St. Charles	Utilities- Sewer	Building Management	General Fund	6/29/2026	220.75
City of St. Charles	Utilities- Sewer	Building Management	General Fund	6/29/2026	1,282.87
City of St. Charles	Utilities- Sewer	Building Management	General Fund	6/29/2026	28.13
City of St. Charles	Utilities- Sewer	Building Management	General Fund	6/29/2026	320.20
City of St. Charles	Utilities- Sewer	Building Management	General Fund	6/29/2026	13,471.81
City of St. Charles	Utilities- Sewer	Building Management	General Fund	6/29/2026	240.14
City of Elgin	Utilities- Sewer	Building Management	General Fund	6/29/2026	66.39
City of St. Charles	Utilities- Water	Building Management	General Fund	6/1/2026	610.56
City of St. Charles	Utilities- Water	Building Management	General Fund	6/1/2026	8,389.06
City of St. Charles	Utilities- Water	Building Management	General Fund	6/1/2026	188.38
City of St. Charles	Utilities- Water	Building Management	General Fund	6/1/2026	154.58
City of St. Charles	Utilities- Water	Building Management	General Fund	6/1/2026	842.76
City of Geneva	Utilities- Water	Building Management	General Fund	6/1/2026	320.31
City of Geneva	Utilities- Water	Building Management	General Fund	6/1/2026	848.81
City of Geneva	Utilities- Water	Building Management	General Fund	6/1/2026	820.17
City of Geneva	Utilities- Water	Building Management	General Fund	6/15/2026	578.00
City of Geneva	Utilities- Water	Building Management	General Fund	6/15/2026	26.04
City of Geneva	Utilities- Water	Building Management	General Fund	6/15/2026	27.07
City of Geneva	Utilities- Water	Building Management	General Fund	6/15/2026	116.22

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
City of Aurora	Utilities- Water	Building Management	General Fund	6/15/2026	456.80
City of Aurora	Utilities- Water	Building Management	General Fund	6/15/2026	69.05
Fox Metro Water Reclamation District	Utilities- Water	Building Management	General Fund	6/15/2026	30.56
Fox Metro Water Reclamation District	Utilities- Water	Building Management	General Fund	6/15/2026	370.87
GSD, LLC dba GRNE Solarfield 05, LLC	Utilities- Water	Building Management	General Fund	6/29/2026	15,404.39
City of St. Charles	Utilities- Water	Building Management	General Fund	6/29/2026	345.99
City of St. Charles	Utilities- Water	Building Management	General Fund	6/29/2026	1,733.16
City of St. Charles	Utilities- Water	Building Management	General Fund	6/29/2026	70.59
City of St. Charles	Utilities- Water	Building Management	General Fund	6/29/2026	17,922.79
City of St. Charles	Utilities- Water	Building Management	General Fund	6/29/2026	390.46
City of Elgin	Utilities- Water	Building Management	General Fund	6/29/2026	347.60
City of Geneva	Utilities- Water	Building Management	General Fund	6/29/2026	154.91
City of Geneva	Utilities- Water	Building Management	General Fund	6/29/2026	374.35
City of Geneva	Utilities- Water	Building Management	General Fund	6/29/2026	810.99
Veritiv Operating Company	Printing Supplies	Building Management	General Fund	6/1/2026	3,236.00
Veritiv Operating Company	Printing Supplies	Building Management	General Fund	6/15/2026	3,236.00
Grainger Inc	Cleaning Supplies	Building Management	General Fund	6/1/2026	803.99
Warehouse Direct, Inc.	Cleaning Supplies	Building Management	General Fund	6/1/2026	6,681.49
Warehouse Direct, Inc.	Cleaning Supplies	Building Management	General Fund	6/1/2026	86.20
JP Morgan Chase Bank, N.A.	Cleaning Supplies	Building Management	General Fund	6/15/2026	51.92
JP Morgan Chase Bank, N.A.	Cleaning Supplies	Building Management	General Fund	6/15/2026	2,611.44
JP Morgan Chase Bank, N.A.	Cleaning Supplies	Building Management	General Fund	6/15/2026	(36.96)
Warehouse Direct, Inc.	Cleaning Supplies	Building Management	General Fund	6/29/2026	4,100.83
Grainger Inc	Cleaning Supplies	Building Management	General Fund	6/29/2026	1,169.98
LMC Enterprises, Inc. dba Initial Impressions	Uniform Supplies	Building Management	General Fund	6/1/2026	1,416.72
Red Wing Shoe Store	Uniform Supplies	Building Management	General Fund	6/1/2026	443.99
LMC Enterprises, Inc. dba Initial Impressions	Uniform Supplies	Building Management	General Fund	6/15/2026	337.67
LMC Enterprises, Inc. dba Initial Impressions	Uniform Supplies	Building Management	General Fund	6/29/2026	246.03
Red Wing Shoe Store	Uniform Supplies	Building Management	General Fund	6/29/2026	758.96
Constellation NewEnergy-Gas Division, LLC	Utilities- Natural Gas	Building Management	General Fund	6/1/2026	19,153.69
Nicor Gas Company	Utilities- Natural Gas	Building Management	General Fund	6/1/2026	135.94
Nicor Gas Company	Utilities- Natural Gas	Building Management	General Fund	6/1/2026	360.41
Nicor Gas Company	Utilities- Natural Gas	Building Management	General Fund	6/15/2026	186.83
Nicor Gas Company	Utilities- Natural Gas	Building Management	General Fund	6/15/2026	147.10
Nicor Gas Company	Utilities- Natural Gas	Building Management	General Fund	6/15/2026	116.14
Nicor Gas Company	Utilities- Natural Gas	Building Management	General Fund	6/15/2026	88.47
Nicor Gas Company	Utilities- Natural Gas	Building Management	General Fund	6/15/2026	276.87
Nicor Gas Company	Utilities- Natural Gas	Building Management	General Fund	6/15/2026	144.52
Nicor Gas Company	Utilities- Natural Gas	Building Management	General Fund	6/15/2026	93.04
Nicor Gas Company	Utilities- Natural Gas	Building Management	General Fund	6/15/2026	93.04
Nicor Gas Company	Utilities- Natural Gas	Building Management	General Fund	6/29/2026	741.57
Nicor Gas Company	Utilities- Natural Gas	Building Management	General Fund	6/29/2026	494.90
Nicor Gas Company	Utilities- Natural Gas	Building Management	General Fund	6/29/2026	446.67
Nicor Gas Company	Utilities- Natural Gas	Building Management	General Fund	6/29/2026	375.82
Nicor Gas Company	Utilities- Natural Gas	Building Management	General Fund	6/29/2026	341.12
Nicor Gas Company	Utilities- Natural Gas	Building Management	General Fund	6/29/2026	83.06
Nicor Gas Company	Utilities- Natural Gas	Building Management	General Fund	6/29/2026	577.55
Nicor Gas Company	Utilities- Natural Gas	Building Management	General Fund	6/29/2026	1,132.36
Nicor Gas Company	Utilities- Natural Gas	Building Management	General Fund	6/29/2026	933.37
Nicor Gas Company	Utilities- Natural Gas	Building Management	General Fund	6/29/2026	1,380.91
City of St. Charles	Utilities- Electric	Building Management	General Fund	6/1/2026	7,583.05
City of St. Charles	Utilities- Electric	Building Management	General Fund	6/1/2026	59.65
City of Geneva	Utilities- Electric	Building Management	General Fund	6/1/2026	9,219.45
City of Geneva	Utilities- Electric	Building Management	General Fund	6/1/2026	34.15
ComEd	Utilities- Electric	Building Management	General Fund	6/1/2026	129.69
ComEd	Utilities- Electric	Building Management	General Fund	6/1/2026	54.92
ComEd	Utilities- Electric	Building Management	General Fund	6/1/2026	57.11
ComEd	Utilities- Electric	Building Management	General Fund	6/1/2026	62.79

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
ComEd	Utilities- Electric	Building Management	General Fund	6/1/2026	68.97
ComEd	Utilities- Electric	Building Management	General Fund	6/1/2026	71.70
ComEd	Utilities- Electric	Building Management	General Fund	6/1/2026	304.45
ComEd	Utilities- Electric	Building Management	General Fund	6/1/2026	73.41
ComEd	Utilities- Electric	Building Management	General Fund	6/1/2026	55.31
ComEd	Utilities- Electric	Building Management	General Fund	6/1/2026	48.35
ComEd	Utilities- Electric	Building Management	General Fund	6/1/2026	82.37
ComEd	Utilities- Electric	Building Management	General Fund	6/1/2026	141.72
ComEd	Utilities- Electric	Building Management	General Fund	6/1/2026	556.83
ComEd	Utilities- Electric	Building Management	General Fund	6/1/2026	83.87
ComEd	Utilities- Electric	Building Management	General Fund	6/1/2026	85.19
ComEd	Utilities- Electric	Building Management	General Fund	6/1/2026	113.05
ComEd	Utilities- Electric	Building Management	General Fund	6/1/2026	64.50
GSD, LLC dba GRNE Solarfield 05, LLC	Utilities- Electric	Building Management	General Fund	6/1/2026	11,194.36
ComEd	Utilities- Electric	Building Management	General Fund	6/15/2026	399.81
ComEd	Utilities- Electric	Building Management	General Fund	6/15/2026	78.63
ComEd	Utilities- Electric	Building Management	General Fund	6/15/2026	124.58
ComEd	Utilities- Electric	Building Management	General Fund	6/15/2026	922.72
ComEd	Utilities- Electric	Building Management	General Fund	6/15/2026	396.27
ComEd	Utilities- Electric	Building Management	General Fund	6/15/2026	474.61
ComEd	Utilities- Electric	Building Management	General Fund	6/15/2026	198.85
ComEd	Utilities- Electric	Building Management	General Fund	6/15/2026	6,084.28
ComEd	Utilities- Electric	Building Management	General Fund	6/15/2026	2,468.77
City of Geneva	Utilities- Electric	Building Management	General Fund	6/15/2026	4,320.73
City of Geneva	Utilities- Electric	Building Management	General Fund	6/15/2026	56.61
City of Geneva	Utilities- Electric	Building Management	General Fund	6/15/2026	47.17
City of Geneva	Utilities- Electric	Building Management	General Fund	6/15/2026	445.77
City of Geneva	Utilities- Electric	Building Management	General Fund	6/29/2026	10,917.07
City of Geneva	Utilities- Electric	Building Management	General Fund	6/29/2026	42.60
ComEd	Utilities- Electric	Building Management	General Fund	6/29/2026	121.02
ComEd	Utilities- Electric	Building Management	General Fund	6/29/2026	101.25
ComEd	Utilities- Electric	Building Management	General Fund	6/29/2026	62.92
ComEd	Utilities- Electric	Building Management	General Fund	6/29/2026	90.25
ComEd	Utilities- Electric	Building Management	General Fund	6/29/2026	60.96
ComEd	Utilities- Electric	Building Management	General Fund	6/29/2026	81.70
ComEd	Utilities- Electric	Building Management	General Fund	6/29/2026	88.97
ComEd	Utilities- Electric	Building Management	General Fund	6/29/2026	88.85
ComEd	Utilities- Electric	Building Management	General Fund	6/29/2026	452.04
ComEd	Utilities- Electric	Building Management	General Fund	6/29/2026	65.36
ComEd	Utilities- Electric	Building Management	General Fund	6/29/2026	48.23
ComEd	Utilities- Electric	Building Management	General Fund	6/29/2026	121.42
ComEd	Utilities- Electric	Building Management	General Fund	6/29/2026	198.23
ComEd	Utilities- Electric	Building Management	General Fund	6/29/2026	1,119.03
ComEd	Utilities- Electric	Building Management	General Fund	6/29/2026	116.84
ComEd	Utilities- Electric	Building Management	General Fund	6/29/2026	56.90
ComEd	Utilities- Electric	Building Management	General Fund	6/29/2026	179.70
ComEd	Utilities- Electric	Building Management	General Fund	6/29/2026	76.98
City of St. Charles	Utilities- Electric	Building Management	General Fund	6/29/2026	56.95
City of St. Charles	Utilities- Electric	Building Management	General Fund	6/29/2026	9,250.60
Vistra Intermediate Company, LLC dba Dynegy Energy	Utilities- Electric	Building Management	General Fund	6/29/2026	12,091.02
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Human Resource Management	General Fund	6/1/2026	93.51
Kane County Regional Office of Education	Miscellaneous Contractual Exp	Human Resource Management	General Fund	6/1/2026	720.00
Kane County Regional Office of Education	Miscellaneous Contractual Exp	Human Resource Management	General Fund	6/29/2026	800.00
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Human Resource Management	General Fund	6/1/2026	8.98
Warehouse Direct, Inc.	Office Supplies	Human Resource Management	General Fund	6/1/2026	131.69
Warehouse Direct, Inc.	Office Supplies	Human Resource Management	General Fund	6/1/2026	14.64
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Human Resource Management	General Fund	6/29/2026	13.97
Identisys, Inc.	Office Supplies	Human Resource Management	General Fund	6/29/2026	85.00

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
JP Morgan Chase Bank, N.A.	Contractual/Consulting Services	County Auditor	General Fund	6/15/2026	50.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	County Auditor	General Fund	6/15/2026	14.36
JP Morgan Chase Bank, N.A.	Office Supplies	County Auditor	General Fund	6/15/2026	33.78
US Bancorp Asset Management, Inc. dba PFMAM	Bank Service Charges	Treasurer/Collector	General Fund	6/17/2026	0.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Computers	Treasurer/Collector	General Fund	6/1/2026	17.44
Toshiba America Business Solutions, Inc	Repairs and Maint- Computers	Treasurer/Collector	General Fund	6/29/2026	11.04
LRD Systems & Forms	Legal Printing	Treasurer/Collector	General Fund	6/1/2026	1,481.38
Paddock Publications (Daily Herald)	Legal Printing	Treasurer/Collector	General Fund	6/15/2026	451.66
Tribune Pub. Co., LLC dba Chicago Tribune Co., LLC	Legal Printing	Treasurer/Collector	General Fund	6/29/2026	445.00
LRD Systems & Forms	Legal Printing	Treasurer/Collector	General Fund	6/29/2026	2,817.70
Northern Illinois University	Conferences and Meetings	Treasurer/Collector	General Fund	6/1/2026	1,617.24
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Treasurer/Collector	General Fund	6/15/2026	33.86
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Treasurer/Collector	General Fund	6/29/2026	27.94
Amazon Capital Services, Inc.	Operating Supplies	Treasurer/Collector	General Fund	6/15/2026	47.99
Warehouse Direct, Inc.	Operating Supplies	Treasurer/Collector	General Fund	6/15/2026	38.85
Warehouse Direct, Inc.	Operating Supplies	Treasurer/Collector	General Fund	6/15/2026	119.12
Amazon Capital Services, Inc.	Computer Related Supplies	Treasurer/Collector	General Fund	6/15/2026	3,595.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Supervisor of Assessments	General Fund	6/1/2026	89.17
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Supervisor of Assessments	General Fund	6/29/2026	439.88
Robin M. Huber	Employee Training	Supervisor of Assessments	General Fund	6/29/2026	24.52
Angela Martin	Employee Training	Supervisor of Assessments	General Fund	6/29/2026	7.81
Jennifer A. Fiene	Employee Mileage Expense	Supervisor of Assessments	General Fund	6/1/2026	23.13
Wayne Gehrke	Employee Mileage Expense	Supervisor of Assessments	General Fund	6/1/2026	20.59
Eldon Gould	Employee Mileage Expense	Supervisor of Assessments	General Fund	6/1/2026	24.22
Robin M. Huber	Employee Mileage Expense	Supervisor of Assessments	General Fund	6/1/2026	6.82
Roger Biddle	Employee Mileage Expense	Supervisor of Assessments	General Fund	6/1/2026	14.50
Tiffany Chavez	Employee Mileage Expense	Supervisor of Assessments	General Fund	6/29/2026	4.21
Robin M. Huber	Employee Mileage Expense	Supervisor of Assessments	General Fund	6/29/2026	38.93
Angela Martin	Employee Mileage Expense	Supervisor of Assessments	General Fund	6/29/2026	16.97
Michelle R. Abell	Employee Mileage Expense	Supervisor of Assessments	General Fund	6/29/2026	42.78
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Supervisor of Assessments	General Fund	6/1/2026	22.95
4Imprint, Inc.	Office Supplies	Supervisor of Assessments	General Fund	6/15/2026	709.14
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Supervisor of Assessments	General Fund	6/29/2026	32.93
Jennifer A. Fiene	Computer Related Supplies	Supervisor of Assessments	General Fund	6/1/2026	115.95
Mark D. Armstrong	Computer Related Supplies	Supervisor of Assessments	General Fund	6/15/2026	99.99
Marshall & Swift/Boeckh, LLC	Books and Subscriptions	Supervisor of Assessments	General Fund	6/1/2026	721.90
Eco Clean Maintenance, Inc.	Repairs and Maint- Buildings	County Clerk	General Fund	6/1/2026	650.00
Batavia Instant Print Inc	General Printing	County Clerk	General Fund	6/29/2026	299.55
ICC Codification Inc dba American Legal Publishing	Legal Printing	County Clerk	General Fund	6/15/2026	2,103.09
John Emerson	Conferences and Meetings	County Clerk	General Fund	6/1/2026	376.20
Christine Mazzei	Employee Mileage Expense	County Clerk	General Fund	6/1/2026	56.55
Christine Mazzei	Employee Mileage Expense	County Clerk	General Fund	6/15/2026	39.59
Christine Mazzei	Employee Mileage Expense	County Clerk	General Fund	6/29/2026	56.55
Holly Shive	Employee Mileage Expense	County Clerk	General Fund	6/29/2026	45.24
United Counties Council of Illinois	General Association Dues	County Clerk	General Fund	6/29/2026	2,500.00
JP Morgan Chase Bank, N.A.	Office Supplies	County Clerk	General Fund	6/15/2026	75.77
Menards, Inc.	Office Supplies	County Clerk	General Fund	6/29/2026	228.44
Warehouse Direct, Inc.	Office Supplies	County Clerk	General Fund	6/29/2026	66.98
Warehouse Direct, Inc.	Office Supplies	County Clerk	General Fund	6/29/2026	546.62
Arch Printing, Inc.	Operating Supplies	County Clerk	General Fund	6/1/2026	6,484.00
Cintas Corporation	Operating Supplies	County Clerk	General Fund	6/1/2026	585.10
City of Aurora	Operating Supplies	County Clerk	General Fund	6/1/2026	420.00
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	County Clerk	General Fund	6/1/2026	12.97
Kane County Clerk - Petty Cash	Operating Supplies	County Clerk	General Fund	6/1/2026	45.00
Groot Recycling dba Accurate Document Destruction	Operating Supplies	County Clerk	General Fund	6/15/2026	340.86
City of Aurora	Operating Supplies	County Clerk	General Fund	6/15/2026	15.00
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	County Clerk	General Fund	6/29/2026	100.06
Lydia Garcia	Operating Supplies	County Clerk	General Fund	6/29/2026	48.17

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
The Tree House, Inc.	Computer Related Supplies	County Clerk	General Fund	6/29/2026	401.30
The Tree House, Inc.	Computer Related Supplies	County Clerk	General Fund	6/29/2026	450.64
DFM Associates	Software Licensing Cost	County Clerk	General Fund	6/15/2026	12,341.00
City of Geneva	Security Services	County Clerk	General Fund	6/1/2026	359.34
Alarm Detection Systems, Inc.	Security Services	County Clerk	General Fund	6/29/2026	686.49
Diocese of Rockford SS Peter and Paul Church	Polling Place Rental	County Clerk	General Fund	6/1/2026	40.00
Geneva Park District	Polling Place Rental	County Clerk	General Fund	6/1/2026	80.00
New Life Covenant	Polling Place Rental	County Clerk	General Fund	6/1/2026	160.00
Thornwood Homeowners Association	Polling Place Rental	County Clerk	General Fund	6/1/2026	200.00
Village of Maple Park	Polling Place Rental	County Clerk	General Fund	6/1/2026	40.00
Valley View Baptist Church	Polling Place Rental	County Clerk	General Fund	6/29/2026	160.00
Batavia Instant Print Inc	General Printing	County Clerk	General Fund	6/15/2026	9,413.86
Batavia Instant Print Inc	General Printing	County Clerk	General Fund	6/15/2026	8,881.00
Batavia Instant Print Inc	General Printing	County Clerk	General Fund	6/15/2026	2,666.05
IL Association of County Clerks & Recorders IACCR	Conferences and Meetings	County Clerk	General Fund	6/15/2026	175.00
IL Association of County Clerks & Recorders IACCR	Conferences and Meetings	County Clerk	General Fund	6/15/2026	175.00
Paula Weisserth	Employee Training	County Clerk	General Fund	6/1/2026	26.50
John F. Harahan	Employee Mileage Expense	County Clerk	General Fund	6/1/2026	49.95
Sally G. McBride	Employee Mileage Expense	County Clerk	General Fund	6/1/2026	139.20
Paula Weisserth	Employee Mileage Expense	County Clerk	General Fund	6/1/2026	65.11
BASE IV, LLC	Miscellaneous Contractual Exp	County Clerk	General Fund	6/1/2026	3,287.50
BASE IV, LLC	Miscellaneous Contractual Exp	County Clerk	General Fund	6/15/2026	3,462.50
BASE IV, LLC	Miscellaneous Contractual Exp	County Clerk	General Fund	6/29/2026	2,650.00
John F. Harahan	Miscellaneous Contractual Exp	County Clerk	General Fund	6/29/2026	3,540.00
Warehouse Direct, Inc.	Office Supplies	County Clerk	General Fund	6/15/2026	55.28
Warehouse Direct, Inc.	Office Supplies	County Clerk	General Fund	6/15/2026	47.53
Groot Recycling dba Accurate Document Destruction	Operating Supplies	County Clerk	General Fund	6/15/2026	617.40
Team Concept Printing & Thermography, Inc.	Operating Supplies	County Clerk	General Fund	6/15/2026	195.99
Warehouse Direct, Inc.	Operating Supplies	County Clerk	General Fund	6/15/2026	129.81
Warehouse Direct, Inc.	Operating Supplies	County Clerk	General Fund	6/29/2026	108.47
The Tree House, Inc.	Computer Related Supplies	County Clerk	General Fund	6/1/2026	218.14
The Tree House, Inc.	Computer Related Supplies	County Clerk	General Fund	6/1/2026	675.96
Dell Marketing LP	Computer Related Supplies	County Clerk	General Fund	6/15/2026	1,149.79
Insight Public Sector, Inc.	Computer Related Supplies	County Clerk	General Fund	6/15/2026	248.00
Dell Marketing LP	Computer Related Supplies	County Clerk	General Fund	6/29/2026	1,751.64
Warehouse Direct, Inc.	Computer Related Supplies	County Clerk	General Fund	6/29/2026	535.20
Warehouse Direct, Inc.	Computer Related Supplies	County Clerk	General Fund	6/29/2026	107.04
Warehouse Direct, Inc.	Computer Related Supplies	County Clerk	General Fund	6/29/2026	214.08
JP Morgan Chase Bank, N.A.	Books and Subscriptions	County Clerk	General Fund	6/15/2026	14.00
OPEX Corporation	Voting Systems and Accessories	County Clerk	General Fund	6/29/2026	6,800.00
Gordon Flesch Company, Inc.	Repairs and Maint- Copiers	Recorder	General Fund	6/1/2026	3.26
Gordon Flesch Company, Inc.	Repairs and Maint- Copiers	Recorder	General Fund	6/1/2026	0.62
Gordon Flesch Company, Inc.	Repairs and Maint- Copiers	Recorder	General Fund	6/29/2026	0.76
Gordon Flesch Company, Inc.	Repairs and Maint- Copiers	Recorder	General Fund	6/29/2026	4.84
David C. King	Employee Mileage Expense	Recorder	General Fund	6/15/2026	38.86
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Recorder	General Fund	6/1/2026	40.91
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Recorder	General Fund	6/29/2026	40.91
Uline	Office Supplies	Recorder	General Fund	6/29/2026	72.65
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	6/10/2026	722.97
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	6/17/2026	713.69
Just In Time Coffee, LLC	Jurors' Expense	Judiciary and Courts	General Fund	6/1/2026	823.00
Just In Time Coffee, LLC	Jurors' Expense	Judiciary and Courts	General Fund	6/1/2026	1,318.00
Just In Time Coffee, LLC	Jurors' Expense	Judiciary and Courts	General Fund	6/1/2026	1,318.00
RCB Mailings, LLC dba RCB Enterprises	Jurors' Expense	Judiciary and Courts	General Fund	6/1/2026	4,550.00
Just In Time Coffee, LLC	Jurors' Expense	Judiciary and Courts	General Fund	6/15/2026	3,341.00
Just In Time Coffee, LLC	Jurors' Expense	Judiciary and Courts	General Fund	6/15/2026	860.00
Just In Time Coffee, LLC	Jurors' Expense	Judiciary and Courts	General Fund	6/29/2026	570.00
Just In Time Coffee, LLC	Jurors' Expense	Judiciary and Courts	General Fund	6/29/2026	450.00

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Margaret (Peggy) R. Beddard	Per Diem Expense	Judiciary and Courts	General Fund	6/1/2026	225.00
Theresa (Terri) Wells	Per Diem Expense	Judiciary and Courts	General Fund	6/1/2026	128.00
Theresa (Terri) Wells	Per Diem Expense	Judiciary and Courts	General Fund	6/1/2026	225.00
Dana D. Bollman	Per Diem Expense	Judiciary and Courts	General Fund	6/1/2026	300.00
Mary Jo D'Avola	Per Diem Expense	Judiciary and Courts	General Fund	6/1/2026	300.00
Mary Jo D'Avola	Per Diem Expense	Judiciary and Courts	General Fund	6/15/2026	7.00
Alexandra J. Busch	Per Diem Expense	Judiciary and Courts	General Fund	6/15/2026	225.00
Jennifer A. Campbell	Per Diem Expense	Judiciary and Courts	General Fund	6/15/2026	208.00
Jennifer A. Campbell	Per Diem Expense	Judiciary and Courts	General Fund	6/15/2026	225.00
Dana D. Bollman	Per Diem Expense	Judiciary and Courts	General Fund	6/15/2026	76.00
Dana D. Bollman	Per Diem Expense	Judiciary and Courts	General Fund	6/15/2026	133.00
Nicole M. Breytspraak	Per Diem Expense	Judiciary and Courts	General Fund	6/15/2026	300.00
Nicole M. Breytspraak	Per Diem Expense	Judiciary and Courts	General Fund	6/15/2026	160.00
Margaret (Peggy) R. Beddard	Per Diem Expense	Judiciary and Courts	General Fund	6/15/2026	48.00
Barbara A. Johnston	Per Diem Expense	Judiciary and Courts	General Fund	6/15/2026	340.00
Margaret E. Steinberg	Per Diem Expense	Judiciary and Courts	General Fund	6/15/2026	48.00
Rosa M. Tovar	Per Diem Expense	Judiciary and Courts	General Fund	6/15/2026	300.00
Stacy S. Warpool	Per Diem Expense	Judiciary and Courts	General Fund	6/15/2026	52.00
Stacy S. Warpool	Per Diem Expense	Judiciary and Courts	General Fund	6/29/2026	300.00
Donna L. Watwood	Per Diem Expense	Judiciary and Courts	General Fund	6/29/2026	236.00
Barbara A. Johnston	Per Diem Expense	Judiciary and Courts	General Fund	6/29/2026	100.00
Barbara A. Johnston	Per Diem Expense	Judiciary and Courts	General Fund	6/29/2026	225.00
Jennifer L. Joyce	Per Diem Expense	Judiciary and Courts	General Fund	6/29/2026	300.00
Nicole M. Breytspraak	Per Diem Expense	Judiciary and Courts	General Fund	6/29/2026	18.75
Nicole M. Breytspraak	Per Diem Expense	Judiciary and Courts	General Fund	6/29/2026	25.00
Dana D. Bollman	Per Diem Expense	Judiciary and Courts	General Fund	6/29/2026	96.00
Dana D. Bollman	Per Diem Expense	Judiciary and Courts	General Fund	6/29/2026	28.00
Taylor N. Conley	Per Diem Expense	Judiciary and Courts	General Fund	6/29/2026	225.00
Mary Jo D'Avola	Per Diem Expense	Judiciary and Courts	General Fund	6/29/2026	148.00
Mary Jo D'Avola	Per Diem Expense	Judiciary and Courts	General Fund	6/29/2026	76.00
Jeanine Fassnacht	Per Diem Expense	Judiciary and Courts	General Fund	6/29/2026	52.00
Debra P. Hogan	Per Diem Expense	Judiciary and Courts	General Fund	6/29/2026	300.00
Debra P. Hogan	Per Diem Expense	Judiciary and Courts	General Fund	6/29/2026	225.00
Anthony Bahena	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	555.63
Anthony Bahena	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	1,776.95
Anthony Bahena	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	2,240.20
Gil Antonio Borjas	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	456.00
Gil Antonio Borjas	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	494.00
Olga Bronovytska	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	160.00
Olga Bronovytska	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	160.00
Olga Bronovytska	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	160.00
Viviana Chang	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	227.20
Viviana Chang	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	240.25
Commline, Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	3,083.19
Commline, Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	2,301.21
Commline, Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	1,074.85
Bakhtavar Press	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	480.00
Kara P. Douylliez	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	1,266.70
F.T. Interpreting, LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	1,466.00
F.T. Interpreting, LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	2,493.15
Veronica Guemez	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	708.73
Veronica Guemez	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	307.70
Maricela Ibarra	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	1,312.96
Maricela Ibarra	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	1,203.62
Interprenet, LTD	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	497.55
Carina Julian	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	608.00
Eduardo Nino-Avalos	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	1,525.88
John L. O'Toole	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	152.00

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Tatiana Okunskaya	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	160.00
Tatiana Okunskaya	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	160.00
Sara Pethokoukis	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	1,189.00
Sara Pethokoukis	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	613.50
Patricia Rasmussen	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	290.65
Patricia Rasmussen	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	871.95
Wellspring Interpreting Services LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	1,589.60
Wellspring Interpreting Services LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	2,640.25
Arleis Torres	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	152.00
Arleis Torres	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	152.00
Arleis Torres	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	152.00
Arleis Torres	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/1/2026	152.00
Arleis Torres	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/15/2026	608.00
Wellspring Interpreting Services LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/15/2026	2,184.25
Wellspring Interpreting Services LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/15/2026	2,108.25
Patricia Rasmussen	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/15/2026	1,162.60
John L. O'Toole	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/15/2026	456.00
Carina Julian	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/15/2026	1,121.40
Interprenet, LTD	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/15/2026	481.90
Ana M. Bubalo	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/15/2026	604.50
inLingo, LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/15/2026	328.00
Maricela Ibarra	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/15/2026	939.86
Maricela Ibarra	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/15/2026	939.86
Veronica Guemez	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/15/2026	190.00
F.T. Interpreting, LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/15/2026	1,428.00
F.T. Interpreting, LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/15/2026	1,845.15
Kara P. Douylliez	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/15/2026	1,415.25
Commline, Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/15/2026	2,173.36
Commline, Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/15/2026	2,170.81
Viviana Chang	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/15/2026	480.50
Olga Bronovytska	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/15/2026	160.00
Olga Bronovytska	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/15/2026	267.12
Olga Bronovytska	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/15/2026	320.00
Olga Bronovytska	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/15/2026	320.00
Anthony Bahena	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/15/2026	1,022.50
Anthony Bahena	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/29/2026	3,906.65
Anthony Bahena	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/29/2026	832.50
Olga Bronovytska	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/29/2026	160.00
Olga Bronovytska	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/29/2026	160.00
Olga Bronovytska	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/29/2026	160.00
Olga Bronovytska	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/29/2026	160.00
Gil Antonio Borjas	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/29/2026	228.00
Gil Antonio Borjas	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/29/2026	228.00
Viviana Chang	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/29/2026	720.75
Viviana Chang	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/29/2026	480.50
Commline, Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/29/2026	2,172.35
Commline, Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/29/2026	2,151.75
Bakhtavar Press	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/29/2026	320.00
F.T. Interpreting, LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/29/2026	1,185.50
F.T. Interpreting, LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/29/2026	2,312.60
Veronica Guemez	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/29/2026	190.00
Veronica Guemez	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/29/2026	190.00
Maricela Ibarra	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/29/2026	922.36
Maricela Ibarra	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/29/2026	716.80
Carina Julian	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/29/2026	616.10
Language Line Services	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/29/2026	414.66
John L. O'Toole	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/29/2026	380.00
Eduardo Nino-Avalos	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/29/2026	856.60

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Tatiana Okunskaya	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/29/2026	160.00
Tatiana Okunskaya	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/29/2026	160.00
Tatiana Okunskaya	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/29/2026	315.53
Tatiana Okunskaya	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/29/2026	160.00
Patricia Rasmussen	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/29/2026	581.30
Patricia Rasmussen	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/29/2026	871.95
Sara Pethokoukis	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/29/2026	544.75
Sara Pethokoukis	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/29/2026	1,082.25
Wellspring Interpreting Services LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/29/2026	2,700.00
Wellspring Interpreting Services LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/29/2026	2,371.35
Arleis Torres	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/29/2026	532.00
Jordan Steele & Associates, LLC	Court Appointed Counsel	Judiciary and Courts	General Fund	6/1/2026	3,434.00
James A. Tabor	Court Appointed Counsel	Judiciary and Courts	General Fund	6/1/2026	3,434.00
Rachel J. Hess	Court Appointed Counsel	Judiciary and Courts	General Fund	6/15/2026	3,434.00
Rachel J. Hess	Court Appointed Counsel	Judiciary and Courts	General Fund	6/15/2026	37.47
Law Offices of Brian J. Mirandola	Court Appointed Counsel	Judiciary and Courts	General Fund	6/15/2026	3,434.00
Marielisa Jackson	Court Appointed Counsel	Judiciary and Courts	General Fund	6/29/2026	3,434.00
James A. Tabor	Court Appointed Counsel	Judiciary and Courts	General Fund	6/29/2026	3,434.00
Jordan Steele & Associates, LLC	Court Appointed Counsel	Judiciary and Courts	General Fund	6/29/2026	3,434.00
JP Morgan Chase Bank, N.A.	Judicial Technology Fine Expenses	Judiciary and Courts	General Fund	6/15/2026	319.00
Document Imaging Services LLC	Judicial Technology Fine Expenses	Judiciary and Courts	General Fund	6/15/2026	358.00
Document Imaging Services LLC	Judicial Technology Fine Expenses	Judiciary and Courts	General Fund	6/29/2026	3,708.00
Response Technologies, LTD	Judicial Technology Fine Expenses	Judiciary and Courts	General Fund	6/29/2026	2,880.00
Gordon Flesch Company, Inc.	Equipment Rental	Judiciary and Courts	General Fund	6/1/2026	22.77
Gordon Flesch Company, Inc.	Equipment Rental	Judiciary and Courts	General Fund	6/1/2026	490.16
Canon USA, Inc.	Equipment Rental	Judiciary and Courts	General Fund	6/1/2026	143.02
Gordon Flesch Company, Inc.	Equipment Rental	Judiciary and Courts	General Fund	6/15/2026	78.40
Gordon Flesch Company, Inc.	Equipment Rental	Judiciary and Courts	General Fund	6/15/2026	56.31
Gordon Flesch Company, Inc.	Equipment Rental	Judiciary and Courts	General Fund	6/15/2026	53.58
Gordon Flesch Company, Inc.	Equipment Rental	Judiciary and Courts	General Fund	6/15/2026	14.22
Gordon Flesch Company, Inc.	Equipment Rental	Judiciary and Courts	General Fund	6/15/2026	55.18
Gordon Flesch Company, Inc.	Equipment Rental	Judiciary and Courts	General Fund	6/29/2026	490.16
Gordon Flesch Company, Inc.	Equipment Rental	Judiciary and Courts	General Fund	6/29/2026	24.26
Canon USA, Inc.	Equipment Rental	Judiciary and Courts	General Fund	6/29/2026	143.02
JP Morgan Chase Bank, N.A.	Conferences and Meetings	Judiciary and Courts	General Fund	6/15/2026	3,461.57
JP Morgan Chase Bank, N.A.	Conferences and Meetings	Judiciary and Courts	General Fund	6/15/2026	679.56
Karen M. Zajicek	Employee Mileage Expense	Judiciary and Courts	General Fund	6/15/2026	25.52
Ginny Leung	Employee Mileage Expense	Judiciary and Courts	General Fund	6/29/2026	43.87
Blade Electric & Technologies, LLC	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	6/1/2026	1,130.00
JP Morgan Chase Bank, N.A.	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	6/15/2026	748.89
Warehouse Direct, Inc.	Office Supplies	Judiciary and Courts	General Fund	6/1/2026	103.48
Warehouse Direct, Inc.	Office Supplies	Judiciary and Courts	General Fund	6/15/2026	39.32
Warehouse Direct, Inc.	Office Supplies	Judiciary and Courts	General Fund	6/15/2026	122.73
JP Morgan Chase Bank, N.A.	Office Supplies	Judiciary and Courts	General Fund	6/15/2026	287.50
Warehouse Direct, Inc.	Office Supplies	Judiciary and Courts	General Fund	6/29/2026	182.22
Warehouse Direct, Inc.	Office Supplies	Judiciary and Courts	General Fund	6/29/2026	21.75
Warehouse Direct, Inc.	Office Supplies	Judiciary and Courts	General Fund	6/29/2026	25.29
Paddock Publications (Daily Herald)	Operating Supplies	Judiciary and Courts	General Fund	6/1/2026	52.90
JP Morgan Chase Bank, N.A.	Operating Supplies	Judiciary and Courts	General Fund	6/15/2026	181.40
JP Morgan Chase Bank, N.A.	Operating Supplies	Judiciary and Courts	General Fund	6/15/2026	1,044.10
JP Morgan Chase Bank, N.A.	Computer Related Supplies	Judiciary and Courts	General Fund	6/15/2026	**(47.14)**
JP Morgan Chase Bank, N.A.	Books and Subscriptions	Judiciary and Courts	General Fund	6/15/2026	129.00
JP Morgan Chase Bank, N.A.	Books and Subscriptions	Judiciary and Courts	General Fund	6/15/2026	321.40
Ginny Leung	Employee Recognition Supplies	Judiciary and Courts	General Fund	6/1/2026	434.71
JP Morgan Chase Bank, N.A.	Employee Recognition Supplies	Judiciary and Courts	General Fund	6/15/2026	393.11
JP Morgan Chase Bank, N.A.	Employee Recognition Supplies	Judiciary and Courts	General Fund	6/15/2026	90.00
JP Morgan Chase Bank, N.A.	Uniform Supplies	Judiciary and Courts	General Fund	6/15/2026	77.55
Kane County Clerk of the Circuit Court-Petty Cash	Conferences and Meetings	Circuit Clerk	General Fund	6/15/2026	25.00

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Circuit Clerk	General Fund	6/1/2026	145.70
JP Morgan Chase Bank, N.A.	Office Supplies	Circuit Clerk	General Fund	6/15/2026	17.42
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Circuit Clerk	General Fund	6/29/2026	87.38
Carleen J. Bain	Employee Mileage Expense	Circuit Clerk	General Fund	6/1/2026	159.50
Marissa Brown	Employee Mileage Expense	Circuit Clerk	General Fund	6/1/2026	58.73
Heather J. Cameron	Employee Mileage Expense	Circuit Clerk	General Fund	6/1/2026	26.10
Jason M. Crowley	Employee Mileage Expense	Circuit Clerk	General Fund	6/1/2026	19.58
Colleen Cruz	Employee Mileage Expense	Circuit Clerk	General Fund	6/1/2026	313.20
Janet Davis	Employee Mileage Expense	Circuit Clerk	General Fund	6/1/2026	16.68
Theodore James Farrell	Employee Mileage Expense	Circuit Clerk	General Fund	6/1/2026	83.38
Joanne M. Hassler	Employee Mileage Expense	Circuit Clerk	General Fund	6/1/2026	3.63
Emma Zub	Employee Mileage Expense	Circuit Clerk	General Fund	6/1/2026	87.00
Colby Whitman	Employee Mileage Expense	Circuit Clerk	General Fund	6/1/2026	34.08
Jessica Joerger	Employee Mileage Expense	Circuit Clerk	General Fund	6/1/2026	44.95
Jennifer Lauren Johnson	Employee Mileage Expense	Circuit Clerk	General Fund	6/1/2026	43.50
MaryAnn Kabara	Employee Mileage Expense	Circuit Clerk	General Fund	6/1/2026	24.65
Michael John Kovach	Employee Mileage Expense	Circuit Clerk	General Fund	6/1/2026	32.63
Penny Lange	Employee Mileage Expense	Circuit Clerk	General Fund	6/1/2026	24.65
Kelly A. Lisner	Employee Mileage Expense	Circuit Clerk	General Fund	6/1/2026	76.12
Rebecca Lynch	Employee Mileage Expense	Circuit Clerk	General Fund	6/1/2026	33.60
Su H. Shanahan	Employee Mileage Expense	Circuit Clerk	General Fund	6/1/2026	58.00
Sonal M. Sikligar	Employee Mileage Expense	Circuit Clerk	General Fund	6/1/2026	54.01
Avani P. Vyas	Employee Mileage Expense	Circuit Clerk	General Fund	6/1/2026	4.35
Avani P. Vyas	Employee Mileage Expense	Circuit Clerk	General Fund	6/15/2026	23.56
Sonal M. Sikligar	Employee Mileage Expense	Circuit Clerk	General Fund	6/15/2026	58.00
Jessica Skwarek	Employee Mileage Expense	Circuit Clerk	General Fund	6/15/2026	22.74
Su H. Shanahan	Employee Mileage Expense	Circuit Clerk	General Fund	6/15/2026	58.00
Cheyanne H. Lowery	Employee Mileage Expense	Circuit Clerk	General Fund	6/15/2026	22.48
Brooke K. Schultz	Employee Mileage Expense	Circuit Clerk	General Fund	6/15/2026	24.65
Shirley L. Moline	Employee Mileage Expense	Circuit Clerk	General Fund	6/15/2026	16.68
Penny Lange	Employee Mileage Expense	Circuit Clerk	General Fund	6/15/2026	48.58
Michael John Kovach	Employee Mileage Expense	Circuit Clerk	General Fund	6/15/2026	39.88
MaryAnn Kabara	Employee Mileage Expense	Circuit Clerk	General Fund	6/15/2026	26.83
Lauren Kopf	Employee Mileage Expense	Circuit Clerk	General Fund	6/15/2026	26.83
Jessica Joerger	Employee Mileage Expense	Circuit Clerk	General Fund	6/15/2026	42.41
Emma Zub	Employee Mileage Expense	Circuit Clerk	General Fund	6/15/2026	156.60
Jennifer Zuttermeister	Employee Mileage Expense	Circuit Clerk	General Fund	6/15/2026	50.75
Joanne M. Hassler	Employee Mileage Expense	Circuit Clerk	General Fund	6/15/2026	6.53
Noah Helser	Employee Mileage Expense	Circuit Clerk	General Fund	6/15/2026	39.88
Noah Helser	Employee Mileage Expense	Circuit Clerk	General Fund	6/15/2026	32.63
Katherine V. Hernandez	Employee Mileage Expense	Circuit Clerk	General Fund	6/15/2026	21.75
Theodore James Farrell	Employee Mileage Expense	Circuit Clerk	General Fund	6/15/2026	92.08
Colleen Cruz	Employee Mileage Expense	Circuit Clerk	General Fund	6/15/2026	209.53
Jason M. Crowley	Employee Mileage Expense	Circuit Clerk	General Fund	6/15/2026	26.10
Heather J. Cameron	Employee Mileage Expense	Circuit Clerk	General Fund	6/15/2026	21.75
Carleen J. Bain	Employee Mileage Expense	Circuit Clerk	General Fund	6/15/2026	246.50
Marissa Brown	Employee Mileage Expense	Circuit Clerk	General Fund	6/29/2026	18.13
E. Dianne Anderson	Employee Mileage Expense	Circuit Clerk	General Fund	6/29/2026	47.85
E. Dianne Anderson	Employee Mileage Expense	Circuit Clerk	General Fund	6/29/2026	16.31
Janet Davis	Employee Mileage Expense	Circuit Clerk	General Fund	6/29/2026	21.75
Christine Foss	Employee Mileage Expense	Circuit Clerk	General Fund	6/29/2026	76.85
Gwendolyn G. Grist	Employee Mileage Expense	Circuit Clerk	General Fund	6/29/2026	191.40
Deneen S. Hull	Employee Mileage Expense	Circuit Clerk	General Fund	6/29/2026	22.48
Colby Whitman	Employee Mileage Expense	Circuit Clerk	General Fund	6/29/2026	47.13
Jennifer Lauren Johnson	Employee Mileage Expense	Circuit Clerk	General Fund	6/29/2026	27.55
Shauna Kane	Employee Mileage Expense	Circuit Clerk	General Fund	6/29/2026	84.83
Benjamin Adam Petschke	Employee Mileage Expense	Circuit Clerk	General Fund	6/29/2026	39.15
Kelly A. Lisner	Employee Mileage Expense	Circuit Clerk	General Fund	6/29/2026	165.30

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Candy K. Allen	Employee Mileage Expense	Circuit Clerk	General Fund	6/29/2026	27.84
Rachel Roop	Employee Mileage Expense	Circuit Clerk	General Fund	6/29/2026	27.84
Statewide Publishing, LLC	Legal Services	Circuit Clerk	General Fund	6/1/2026	45.00
[redacted]		State's Attorney	General Fund	6/1/2026	185.62
[redacted]		State's Attorney	General Fund	6/1/2026	20.00
[redacted]		State's Attorney	General Fund	6/1/2026	199.69
[redacted]		State's Attorney	General Fund	6/15/2026	683.00
[redacted]		State's Attorney	General Fund	6/15/2026	958.21
[redacted]		State's Attorney	General Fund	6/15/2026	300.00
[redacted]		State's Attorney	General Fund	6/15/2026	20.80
[redacted]		State's Attorney	General Fund	6/15/2026	2,476.78
[redacted]		State's Attorney	General Fund	6/29/2026	300.00
[redacted]		State's Attorney	General Fund	6/29/2026	148.00
[redacted]		State's Attorney	General Fund	6/15/2026	44.93
[redacted]		State's Attorney	General Fund	6/15/2026	4,675.00
[redacted]		State's Attorney	General Fund	6/15/2026	480.32
[redacted]		State's Attorney	General Fund	6/29/2026	123.00
Margaret (Peggy) R. Beddard	Court Reporter Costs	State's Attorney	General Fund	6/1/2026	988.00
Margaret (Peggy) R. Beddard	Court Reporter Costs	State's Attorney	General Fund	6/1/2026	28.00
Dana D. Bollman	Court Reporter Costs	State's Attorney	General Fund	6/1/2026	892.00
Dana D. Bollman	Court Reporter Costs	State's Attorney	General Fund	6/1/2026	20.00
Nicole M. Breytspraak	Court Reporter Costs	State's Attorney	General Fund	6/1/2026	137.00
Nicole M. Breytspraak	Court Reporter Costs	State's Attorney	General Fund	6/1/2026	73.50
Mary Jo D'Avola	Court Reporter Costs	State's Attorney	General Fund	6/1/2026	20.00
Jennifer L. Joyce	Court Reporter Costs	State's Attorney	General Fund	6/1/2026	10.50
Stacy S. Warpool	Court Reporter Costs	State's Attorney	General Fund	6/1/2026	36.00
Stacy S. Warpool	Court Reporter Costs	State's Attorney	General Fund	6/1/2026	20.00
Tabitha Joann Watson	Court Reporter Costs	State's Attorney	General Fund	6/15/2026	160.00
Donna L. Watwood	Court Reporter Costs	State's Attorney	General Fund	6/15/2026	64.00
Brenda D. Gregory	Court Reporter Costs	State's Attorney	General Fund	6/15/2026	108.00
Mary Jo D'Avola	Court Reporter Costs	State's Attorney	General Fund	6/15/2026	1,152.00
Geri L. Denson	Court Reporter Costs	State's Attorney	General Fund	6/15/2026	136.00
Nicole M. Breytspraak	Court Reporter Costs	State's Attorney	General Fund	6/15/2026	24.00
Jennifer A. Campbell	Court Reporter Costs	State's Attorney	General Fund	6/15/2026	708.00
Jennifer A. Campbell	Court Reporter Costs	State's Attorney	General Fund	6/15/2026	22.50
Jeanine Fassnacht	Court Reporter Costs	State's Attorney	General Fund	6/29/2026	72.00
Barbara A. Johnston	Court Reporter Costs	State's Attorney	General Fund	6/29/2026	12.50
Barbara A. Johnston	Court Reporter Costs	State's Attorney	General Fund	6/29/2026	24.00
Barbara A. Johnston	Court Reporter Costs	State's Attorney	General Fund	6/29/2026	756.00
JP Morgan Chase Bank, N.A.	Repairs and Maint- Computers	State's Attorney	General Fund	6/15/2026	(20.26)
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	State's Attorney	General Fund	6/1/2026	96.04
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	State's Attorney	General Fund	6/1/2026	44.93
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	State's Attorney	General Fund	6/15/2026	24.53
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	State's Attorney	General Fund	6/15/2026	249.17
Impact Networking, LLC	Repairs and Maint- Copiers	State's Attorney	General Fund	6/15/2026	1,659.82
Impact Networking, LLC	Repairs and Maint- Copiers	State's Attorney	General Fund	6/29/2026	1,564.80
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	State's Attorney	General Fund	6/29/2026	49.50
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	State's Attorney	General Fund	6/29/2026	70.22
Jiffy Lube (Sound Billing LLC)	Repairs and Maint- Vehicles	State's Attorney	General Fund	6/15/2026	58.27
Kane County State's Attorney - Petty Cash	Repairs and Maint- Vehicles	State's Attorney	General Fund	6/15/2026	356.00
Jamie L. Mosser	Conferences and Meetings	State's Attorney	General Fund	6/1/2026	363.00
Ruth A. Walstra	Conferences and Meetings	State's Attorney	General Fund	6/1/2026	770.63
JP Morgan Chase Bank, N.A.	Conferences and Meetings	State's Attorney	General Fund	6/15/2026	233.48
Kane County State's Attorney - Petty Cash	Conferences and Meetings	State's Attorney	General Fund	6/15/2026	1,200.00
JP Morgan Chase Bank, N.A.	Employee Training	State's Attorney	General Fund	6/15/2026	169.90
Jamie L. Mosser	Employee Mileage Expense	State's Attorney	General Fund	6/1/2026	97.15
Kyler Wulff	Employee Mileage Expense	State's Attorney	General Fund	6/15/2026	18.27
Illinois State Toll Highway Authority	Employee Mileage Expense	State's Attorney	General Fund	6/15/2026	471.35

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Kane County State's Attorney - Petty Cash	General Association Dues	State's Attorney	General Fund	6/15/2026	65.00
Kane County Chiefs of Police Association	General Association Dues	State's Attorney	General Fund	6/29/2026	200.00
Warehouse Direct, Inc.	Office Supplies	State's Attorney	General Fund	6/1/2026	769.49
Warehouse Direct, Inc.	Office Supplies	State's Attorney	General Fund	6/1/2026	272.60
JP Morgan Chase Bank, N.A.	Office Supplies	State's Attorney	General Fund	6/15/2026	848.36
Eagle Engraving, Inc.	Operating Supplies	State's Attorney	General Fund	6/15/2026	110.00
JP Morgan Chase Bank, N.A.	Operating Supplies	State's Attorney	General Fund	6/15/2026	109.00
JP Morgan Chase Bank, N.A.	Operating Supplies	State's Attorney	General Fund	6/15/2026	1,645.16
Kane County State's Attorney - Petty Cash	Operating Supplies	State's Attorney	General Fund	6/15/2026	(15.00)
Kane County State's Attorney - Petty Cash	Fuel- Vehicles	State's Attorney	General Fund	6/15/2026	40.00
WEX Bank	Fuel- Vehicles	State's Attorney	General Fund	6/15/2026	1,658.04
Enterprise Fleet Management, Inc.	Contractual/Consulting Services	State's Attorney	General Fund	6/1/2026	614.76
Enterprise Fleet Management, Inc.	Contractual/Consulting Services	State's Attorney	General Fund	6/1/2026	645.86
Enterprise Fleet Management, Inc.	Contractual/Consulting Services	State's Attorney	General Fund	6/1/2026	645.86
Enterprise Fleet Management, Inc.	Contractual/Consulting Services	State's Attorney	General Fund	6/29/2026	614.76
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	State's Attorney	General Fund	6/1/2026	15.97
JP Morgan Chase Bank, N.A.	Operating Supplies	State's Attorney	General Fund	6/15/2026	2,764.56
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	State's Attorney	General Fund	6/29/2026	7.98
WEX Bank	Fuel- Vehicles	State's Attorney	General Fund	6/15/2026	289.18
Sarena Ayala	Conferences and Meetings	State's Attorney	General Fund	6/1/2026	235.80
Scott Kent	Conferences and Meetings	State's Attorney	General Fund	6/1/2026	274.95
Milupa King	Conferences and Meetings	State's Attorney	General Fund	6/1/2026	56.00
Brian Polkinghorn	Conferences and Meetings	State's Attorney	General Fund	6/1/2026	56.00
Gregory Spayth	Conferences and Meetings	State's Attorney	General Fund	6/1/2026	56.00
Kathryn Bettcher	Conferences and Meetings	State's Attorney	General Fund	6/15/2026	259.00
JP Morgan Chase Bank, N.A.	Employee Training	State's Attorney	General Fund	6/15/2026	428.80
JP Morgan Chase Bank, N.A.	Employee Training	State's Attorney	General Fund	6/15/2026	350.00
JP Morgan Chase Bank, N.A.	Computer Hardware- Non Capital	State's Attorney	General Fund	6/15/2026	937.99
WEX Bank	Fuel- Vehicles	State's Attorney	General Fund	6/15/2026	887.56
PG Professional Solutions, LLC	Employee Training	State's Attorney	General Fund	6/1/2026	10,200.00
[redacted]	[redacted]	Public Defender	General Fund	6/1/2026	9.00
[redacted]	[redacted]	Public Defender	General Fund	6/1/2026	16.00
[redacted]	[redacted]	Public Defender	General Fund	6/15/2026	204.25
[redacted]	[redacted]	Public Defender	General Fund	6/15/2026	76.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Public Defender	General Fund	6/1/2026	12.88
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Public Defender	General Fund	6/1/2026	59.01
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Public Defender	General Fund	6/29/2026	58.34
Illinois Public Defender Association	Employee Training	Public Defender	General Fund	6/15/2026	650.00
JP Morgan Chase Bank, N.A.	Employee Training	Public Defender	General Fund	6/15/2026	508.81
JP Morgan Chase Bank, N.A.	Employee Training	Public Defender	General Fund	6/15/2026	590.00
Suzanne Fonck	Employee Mileage Expense	Public Defender	General Fund	6/15/2026	104.33
JP Morgan Chase Bank, N.A.	Attorney Association Dues	Public Defender	General Fund	6/15/2026	100.00
Britt Hawkins	Miscellaneous Contractual Exp	Public Defender	General Fund	6/15/2026	300.00
JP Morgan Chase Bank, N.A.	Miscellaneous Contractual Exp	Public Defender	General Fund	6/15/2026	16.99
Jill Koszola	Miscellaneous Contractual Exp	Public Defender	General Fund	6/15/2026	300.00
Brenda Willett	Miscellaneous Contractual Exp	Public Defender	General Fund	6/15/2026	300.00
Groot Recycling dba Accurate Document Destruction	Miscellaneous Contractual Exp	Public Defender	General Fund	6/29/2026	632.61
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Public Defender	General Fund	6/1/2026	52.89
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Public Defender	General Fund	6/1/2026	7.98
JP Morgan Chase Bank, N.A.	Office Supplies	Public Defender	General Fund	6/15/2026	1,020.00
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Public Defender	General Fund	6/29/2026	105.39
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Public Defender	General Fund	6/29/2026	7.98
Thomson Reuters GRC, Inc. (West Government)	Books and Subscriptions	Public Defender	General Fund	6/1/2026	972.02
Thomson Reuters GRC, Inc. (West Government)	Books and Subscriptions	Public Defender	General Fund	6/15/2026	292.28
Thomson Reuters GRC, Inc. (West Government)	Books and Subscriptions	Public Defender	General Fund	6/15/2026	5,274.24
Thomson Reuters GRC, Inc. (West Government)	Books and Subscriptions	Public Defender	General Fund	6/29/2026	972.02
Flock Group, Inc. dba Flock Safety	Contractual/Consulting Services	Sheriff	General Fund	6/1/2026	34,250.00
Enhanced Administration Consulting, LLC	Contractual/Consulting Services	Sheriff	General Fund	6/1/2026	1,925.00

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Enhanced Administration Consulting, LLC	Contractual/Consulting Services	Sheriff	General Fund	6/29/2026	2,250.00
Motorola Solutions, Inc.	Contractual/Consulting Services	Sheriff	General Fund	6/29/2026	12,152.00
Center for Applied Psychology & Forensic Studies	Medical/Dental/Hospital Services	Sheriff	General Fund	6/1/2026	2,100.00
Northwestern Medicine Delnor Hospital	Medical/Dental/Hospital Services	Sheriff	General Fund	6/1/2026	250.00
Physicians Immediate Care Chicago PLLC dba Wellnow	Medical/Dental/Hospital Services	Sheriff	General Fund	6/15/2026	906.00
Kane County Sheriff - Petty Cash	Extradition Costs	Sheriff	General Fund	6/1/2026	68.00
Kane County Sheriff - Petty Cash	Extradition Costs	Sheriff	General Fund	6/1/2026	136.00
Kane County Sheriff - Petty Cash	Extradition Costs	Sheriff	General Fund	6/1/2026	68.00
Kane County Sheriff - Petty Cash	Extradition Costs	Sheriff	General Fund	6/1/2026	300.00
Kane County Sheriff - Petty Cash	Extradition Costs	Sheriff	General Fund	6/15/2026	136.00
JP Morgan Chase Bank, N.A.	Extradition Costs	Sheriff	General Fund	6/15/2026	40.62
JP Morgan Chase Bank, N.A.	Extradition Costs	Sheriff	General Fund	6/15/2026	2,814.02
Sentinel Offender Services, LLC	Extradition Costs	Sheriff	General Fund	6/15/2026	11,203.86
Sentinel Offender Services, LLC	Extradition Costs	Sheriff	General Fund	6/29/2026	11,680.44
Kane County Sheriff - Petty Cash	Extradition Costs	Sheriff	General Fund	6/29/2026	136.00
Kane County Sheriff - Petty Cash	Extradition Costs	Sheriff	General Fund	6/29/2026	136.00
The Tree House, Inc.	Repairs and Maint- Copiers	Sheriff	General Fund	6/1/2026	1,810.54
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Sheriff	General Fund	6/1/2026	564.24
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Sheriff	General Fund	6/1/2026	195.14
Impact Networking, LLC	Repairs and Maint- Copiers	Sheriff	General Fund	6/1/2026	142.83
Impact Networking, LLC	Repairs and Maint- Copiers	Sheriff	General Fund	6/1/2026	274.93
JP Morgan Chase Bank, N.A.	Repairs and Maint- Copiers	Sheriff	General Fund	6/15/2026	230.00
Impact Networking, LLC	Repairs and Maint- Copiers	Sheriff	General Fund	6/29/2026	231.47
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Sheriff	General Fund	6/29/2026	380.23
The Tree House, Inc.	Repairs and Maint- Equipment	Sheriff	General Fund	6/15/2026	625.49
Al Piemonte Cadillac Inc dba St. Charles Chrysler	Repairs and Maint- Vehicles	Sheriff	General Fund	6/1/2026	103.31
APC Stores, Inc. (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	6/1/2026	107.29
APC Stores, Inc. (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	6/1/2026	290.54
Bob Jass Chevrolet, Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	6/1/2026	57.76
Bob Jass Chevrolet, Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	6/1/2026	485.14
Genuine Parts Company dba NAPA Auto Parts	Repairs and Maint- Vehicles	Sheriff	General Fund	6/1/2026	155.52
Genuine Parts Company dba NAPA Auto Parts	Repairs and Maint- Vehicles	Sheriff	General Fund	6/1/2026	61.01
Genuine Parts Company dba NAPA Auto Parts	Repairs and Maint- Vehicles	Sheriff	General Fund	6/1/2026	198.84
Genuine Parts Company dba NAPA Auto Parts	Repairs and Maint- Vehicles	Sheriff	General Fund	6/1/2026	226.80
Genuine Parts Company dba NAPA Auto Parts	Repairs and Maint- Vehicles	Sheriff	General Fund	6/1/2026	50.07
Via Carlita, LLC dba Hawk Ford St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	6/1/2026	1,688.80
Via Carlita, LLC dba Hawk Ford St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	6/1/2026	237.19
Via Carlita, LLC dba Hawk Ford St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	6/1/2026	49.50
Via Carlita, LLC dba Hawk Ford St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	6/15/2026	229.95
Via Carlita, LLC dba Hawk Ford St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	6/15/2026	229.95
Via Carlita, LLC dba Hawk Ford St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	6/15/2026	456.25
Via Carlita, LLC dba Hawk Ford St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	6/15/2026	80.04
Via Carlita, LLC dba Hawk Ford St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	6/15/2026	609.10
Via Carlita, LLC dba Hawk Ford St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	6/15/2026	367.50
Via Carlita, LLC dba Hawk Ford St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	6/15/2026	146.76
Via Carlita, LLC dba Hawk Ford St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	6/15/2026	221.25
Genuine Parts Company dba NAPA Auto Parts	Repairs and Maint- Vehicles	Sheriff	General Fund	6/15/2026	20.36
Genuine Parts Company dba NAPA Auto Parts	Repairs and Maint- Vehicles	Sheriff	General Fund	6/15/2026	37.85
Genuine Parts Company dba NAPA Auto Parts	Repairs and Maint- Vehicles	Sheriff	General Fund	6/15/2026	58.00
Genuine Parts Company dba NAPA Auto Parts	Repairs and Maint- Vehicles	Sheriff	General Fund	6/15/2026	906.32
Genuine Parts Company dba NAPA Auto Parts	Repairs and Maint- Vehicles	Sheriff	General Fund	6/15/2026	62.95
Chicago Parts & Sound Enterprise	Repairs and Maint- Vehicles	Sheriff	General Fund	6/15/2026	551.94
Chicago Parts & Sound Enterprise	Repairs and Maint- Vehicles	Sheriff	General Fund	6/15/2026	612.91
City Electric Supply Company	Repairs and Maint- Vehicles	Sheriff	General Fund	6/15/2026	81.88
APC Stores, Inc. (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	6/15/2026	297.95
APC Stores, Inc. (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	6/15/2026	(120.00)
APC Stores, Inc. (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	6/15/2026	38.39
APC Stores, Inc. (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	6/15/2026	940.81

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Al Piemonte Cadillac Inc dba St. Charles Chrysler	Repairs and Maint- Vehicles	Sheriff	General Fund	6/15/2026	794.10
Applied Concepts, Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	6/15/2026	308.00
Applied Concepts, Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	6/15/2026	1,975.99
Illinois State Toll Highway Authority	Repairs and Maint- Vehicles	Sheriff	General Fund	6/15/2026	143.55
JP Morgan Chase Bank, N.A.	Repairs and Maint- Vehicles	Sheriff	General Fund	6/15/2026	336.56
Kane County Sheriff - Petty Cash	Repairs and Maint- Vehicles	Sheriff	General Fund	6/15/2026	880.00
Pomp's Tire Service, Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	6/15/2026	4,679.00
Strypes Plus More, Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	6/29/2026	300.00
Al Piemonte Cadillac Inc dba St. Charles Chrysler	Repairs and Maint- Vehicles	Sheriff	General Fund	6/29/2026	16.46
Al Piemonte Cadillac Inc dba St. Charles Chrysler	Repairs and Maint- Vehicles	Sheriff	General Fund	6/29/2026	363.00
APC Stores, Inc. (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	6/29/2026	27.56
APC Stores, Inc. (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	6/29/2026	13.17
Genuine Parts Company dba NAPA Auto Parts	Repairs and Maint- Vehicles	Sheriff	General Fund	6/29/2026	84.24
Genuine Parts Company dba NAPA Auto Parts	Repairs and Maint- Vehicles	Sheriff	General Fund	6/29/2026	**(67.99)**
Genuine Parts Company dba NAPA Auto Parts	Repairs and Maint- Vehicles	Sheriff	General Fund	6/29/2026	2,969.52
Genuine Parts Company dba NAPA Auto Parts	Repairs and Maint- Vehicles	Sheriff	General Fund	6/29/2026	34.76
Genuine Parts Company dba NAPA Auto Parts	Repairs and Maint- Vehicles	Sheriff	General Fund	6/29/2026	495.57
Genuine Parts Company dba NAPA Auto Parts	Repairs and Maint- Vehicles	Sheriff	General Fund	6/29/2026	319.04
Havlicek Geneva Ace Hardware, LLC	Repairs and Maint- Vehicles	Sheriff	General Fund	6/29/2026	31.63
Heritage-Crystal Clean, LLC	Repairs and Maint- Vehicles	Sheriff	General Fund	6/29/2026	41.25
Via Carlita, LLC dba Hawk Ford St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	6/29/2026	178.50
Via Carlita, LLC dba Hawk Ford St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	6/29/2026	799.77
Kane County Sheriff - Petty Cash	Employee Training	Sheriff	General Fund	6/1/2026	300.00
Kane County Sheriff - Petty Cash	Employee Training	Sheriff	General Fund	6/1/2026	353.08
Kane County Sheriff - Petty Cash	Employee Training	Sheriff	General Fund	6/1/2026	80.00
Ray O'Herron Co, Inc.	Employee Training	Sheriff	General Fund	6/1/2026	49.05
JP Morgan Chase Bank, N.A.	Employee Training	Sheriff	General Fund	6/15/2026	2,477.67
JP Morgan Chase Bank, N.A.	Employee Training	Sheriff	General Fund	6/15/2026	425.00
Kane County Sheriff - Petty Cash	Employee Training	Sheriff	General Fund	6/15/2026	204.00
Kane County Sheriff - Petty Cash	Employee Training	Sheriff	General Fund	6/15/2026	204.00
Kane County Sheriff - Petty Cash	Employee Training	Sheriff	General Fund	6/15/2026	204.00
Kane County Sheriff - Petty Cash	Employee Training	Sheriff	General Fund	6/15/2026	204.00
Kane County Sheriff - Petty Cash	Employee Training	Sheriff	General Fund	6/15/2026	204.00
Kane County Sheriff - Petty Cash	Employee Training	Sheriff	General Fund	6/15/2026	104.00
Kane County Sheriff - Petty Cash	Employee Training	Sheriff	General Fund	6/15/2026	104.00
Kane County Sheriff - Petty Cash	Employee Training	Sheriff	General Fund	6/15/2026	120.00
Kane County Sheriff - Petty Cash	Employee Training	Sheriff	General Fund	6/15/2026	300.00
Kane County Sheriff - Petty Cash	Employee Training	Sheriff	General Fund	6/15/2026	260.00
Kane County Sheriff - Petty Cash	Employee Training	Sheriff	General Fund	6/15/2026	260.00
Kane County Sheriff - Petty Cash	Employee Training	Sheriff	General Fund	6/15/2026	260.00
Kane County Sheriff - Petty Cash	Employee Training	Sheriff	General Fund	6/15/2026	391.00
JP Morgan Chase Bank, N.A.	Sheriff Reimbursable Expense	Sheriff	General Fund	6/15/2026	889.65
JP Morgan Chase Bank, N.A.	**Sheriff Reimbursable Expense**	**Sheriff**	**General Fund**	**6/15/2026**	**169.95**
JP Morgan Chase Bank, N.A.	Sheriff Reimbursable Expense	Sheriff	General Fund	6/15/2026	370.40
JP Morgan Chase Bank, N.A.	Sheriff Reimbursable Expense	Sheriff	General Fund	6/15/2026	54.99
JP Morgan Chase Bank, N.A.	Sheriff Reimbursable Expense	Sheriff	General Fund	6/15/2026	404.91
JP Morgan Chase Bank, N.A.	Sheriff Reimbursable Expense	Sheriff	General Fund	6/15/2026	64.06
JP Morgan Chase Bank, N.A.	Sheriff Reimbursable Expense	Sheriff	General Fund	6/15/2026	584.75
JP Morgan Chase Bank, N.A.	Sheriff Reimbursable Expense	Sheriff	General Fund	6/15/2026	50.00
JP Morgan Chase Bank, N.A.	Sheriff Reimbursable Expense	Sheriff	General Fund	6/15/2026	147.84
JP Morgan Chase Bank, N.A.	Sheriff Reimbursable Expense	Sheriff	General Fund	6/15/2026	727.84
JP Morgan Chase Bank, N.A.	Office Supplies	Sheriff	General Fund	6/15/2026	101.01
Uline	Operating Supplies	Sheriff	General Fund	6/1/2026	412.95
Fox Valley Park District	Operating Supplies	Sheriff	General Fund	6/15/2026	500.00
JP Morgan Chase Bank, N.A.	Operating Supplies	Sheriff	General Fund	6/15/2026	607.80
JP Morgan Chase Bank, N.A.	Operating Supplies	Sheriff	General Fund	6/15/2026	8,388.54
JP Morgan Chase Bank, N.A.	Operating Supplies	Sheriff	General Fund	6/15/2026	259.51
JP Morgan Chase Bank, N.A.	Operating Supplies	Sheriff	General Fund	6/15/2026	103.50

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
JP Morgan Chase Bank, N.A.	Operating Supplies	Sheriff	General Fund	6/15/2026	2,058.72
Kane County Sheriff - Petty Cash	Operating Supplies	Sheriff	General Fund	6/15/2026	380.00
Kane County Sheriff - Petty Cash	Operating Supplies	Sheriff	General Fund	6/15/2026	380.00
ReconRobotics, Inc.	S.W.A.T. Supplies	Sheriff	General Fund	6/29/2026	15,138.16
JP Morgan Chase Bank, N.A.	Bomb Squad Supplies	Sheriff	General Fund	6/15/2026	4,770.00
ReconRobotics, Inc.	Bomb Squad Supplies	Sheriff	General Fund	6/29/2026	14,851.84
Cintas Corporation	Uniform Supplies	Sheriff	General Fund	6/1/2026	73.97
Cintas Corporation	Uniform Supplies	Sheriff	General Fund	6/1/2026	73.97
Cintas Corporation	Uniform Supplies	Sheriff	General Fund	6/15/2026	73.97
Ray O'Herron Co, Inc.	Uniform Supplies	Sheriff	General Fund	6/15/2026	653.84
Ray O'Herron Co, Inc.	Uniform Supplies	Sheriff	General Fund	6/15/2026	1,522.06
Blue Park Capital Partners, LLC dba Eagle Uniform	Uniform Supplies	Sheriff	General Fund	6/15/2026	486.00
Ray O'Herron Co, Inc.	Uniform Supplies	Sheriff	General Fund	6/29/2026	16.92
Cintas Corporation	Uniform Supplies	Sheriff	General Fund	6/29/2026	74.29
Mansfield Oil Company of Gainesville, Inc.	Fuel- Vehicles	Sheriff	General Fund	6/1/2026	4,461.72
Mansfield Oil Company of Gainesville, Inc.	Fuel- Vehicles	Sheriff	General Fund	6/15/2026	4,870.02
Moove NA Distribution Holdings, Inc.	Fuel- Vehicles	Sheriff	General Fund	6/15/2026	482.90
Petroleum Traders Corporation	Fuel- Vehicles	Sheriff	General Fund	6/15/2026	2,174.62
WEX Bank	Fuel- Vehicles	Sheriff	General Fund	6/15/2026	42,235.41
Suburban Propane	Fuel- Vehicles	Sheriff	General Fund	6/29/2026	90.45
Mansfield Oil Company of Gainesville, Inc.	Fuel- Vehicles	Sheriff	General Fund	6/29/2026	5,131.86
Mansfield Oil Company of Gainesville, Inc.	Fuel- Vehicles	Sheriff	General Fund	6/29/2026	3,657.20
Mansfield Oil Company of Gainesville, Inc.	Fuel- Vehicles	Sheriff	General Fund	6/29/2026	4,209.76
Wellpath, LLC	Medical/Dental/Hospital Services	Sheriff	General Fund	6/1/2026	344,975.03
Lighthouse Recovery, Inc.	Medical/Dental/Hospital Services	Sheriff	General Fund	6/15/2026	25,000.00
Physicians Immediate Care Chicago PLLC dba Wellnow	Medical/Dental/Hospital Services	Sheriff	General Fund	6/15/2026	880.00
Physicians Immediate Care Chicago PLLC dba Wellnow	Medical/Dental/Hospital Services	Sheriff	General Fund	6/15/2026	906.00
Physicians Immediate Care Chicago PLLC dba Wellnow	Medical/Dental/Hospital Services	Sheriff	General Fund	6/29/2026	906.00
Physicians Immediate Care Chicago PLLC dba Wellnow	Medical/Dental/Hospital Services	Sheriff	General Fund	6/29/2026	906.00
Physicians Immediate Care Chicago PLLC dba Wellnow	Medical/Dental/Hospital Services	Sheriff	General Fund	6/29/2026	362.00
Wagner Investigative Polygraph Service	Medical/Dental/Hospital Services	Sheriff	General Fund	6/29/2026	100.00
Groot Recycling dba Accurate Document Destruction	Disposal and Water Softener Srvs	Sheriff	General Fund	6/29/2026	520.00
Stericycle, Inc.	Disposal and Water Softener Srvs	Sheriff	General Fund	6/29/2026	361.39
JP Morgan Chase Bank, N.A.	Employee Training	Sheriff	General Fund	6/15/2026	2,353.80
Kane County Sheriff - Petty Cash	Employee Training	Sheriff	General Fund	6/15/2026	360.00
Kane County Sheriff - Petty Cash	Employee Training	Sheriff	General Fund	6/15/2026	440.00
Kane County Sheriff - Petty Cash	Employee Training	Sheriff	General Fund	6/15/2026	440.00
COPS & FIRE Personnel Testing Service	Operating Supplies	Sheriff	General Fund	6/1/2026	625.00
COPS & FIRE Personnel Testing Service	Operating Supplies	Sheriff	General Fund	6/1/2026	625.00
Valdes, LLC	Operating Supplies	Sheriff	General Fund	6/1/2026	999.25
Valdes, LLC	Operating Supplies	Sheriff	General Fund	6/15/2026	999.25
JP Morgan Chase Bank, N.A.	Operating Supplies	Sheriff	General Fund	6/15/2026	61.57
JP Morgan Chase Bank, N.A.	Operating Supplies	Sheriff	General Fund	6/15/2026	2,645.68
JP Morgan Chase Bank, N.A.	Operating Supplies	Sheriff	General Fund	6/15/2026	636.30
JP Morgan Chase Bank, N.A.	Operating Supplies	Sheriff	General Fund	6/15/2026	34.99
Norix Group, Inc.	Operating Supplies	Sheriff	General Fund	6/29/2026	29,344.90
OnTime Telecom, Inc. dba DialMyCalls	Operating Supplies	Sheriff	General Fund	6/29/2026	27.65
Valdes, LLC	Operating Supplies	Sheriff	General Fund	6/29/2026	999.25
Warehouse Direct, Inc.	Operating Supplies	Sheriff	General Fund	6/29/2026	272.45
Warehouse Direct, Inc.	Operating Supplies	Sheriff	General Fund	6/29/2026	907.72
County of McHenry	Operating Supplies	Sheriff	General Fund	6/29/2026	6,200.00
DeKalb County Government	Operating Supplies	Sheriff	General Fund	6/29/2026	2,325.00
Ray O'Herron Co, Inc.	Uniform Supplies	Sheriff	General Fund	6/1/2026	187.36
Cintas Corporation	Uniform Supplies	Sheriff	General Fund	6/1/2026	65.25
Cintas Corporation	Uniform Supplies	Sheriff	General Fund	6/1/2026	65.25
Cintas Corporation	Uniform Supplies	Sheriff	General Fund	6/15/2026	65.25
Ray O'Herron Co, Inc.	Uniform Supplies	Sheriff	General Fund	6/15/2026	876.16
Ray O'Herron Co, Inc.	Uniform Supplies	Sheriff	General Fund	6/15/2026	67.99

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Ray O'Herron Co, Inc.	Uniform Supplies	Sheriff	General Fund	6/29/2026	23.31
Ray O'Herron Co, Inc.	Uniform Supplies	Sheriff	General Fund	6/29/2026	436.77
Cintas Corporation	Uniform Supplies	Sheriff	General Fund	6/29/2026	65.25
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/1/2026	80.92
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/1/2026	61.94
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/1/2026	40.91
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/1/2026	111.90
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/1/2026	30.43
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/1/2026	55.94
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/1/2026	45.90
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/1/2026	55.94
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/1/2026	30.93
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/1/2026	30.96
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/1/2026	68.43
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/1/2026	191.37
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/1/2026	43.45
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/1/2026	68.43
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/1/2026	68.43
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/1/2026	68.43
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/1/2026	80.92
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/1/2026	55.94
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/1/2026	55.94
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/1/2026	93.41
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/1/2026	80.92
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/1/2026	30.96
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/1/2026	43.45
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/1/2026	31.45
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/1/2026	61.94
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/1/2026	71.84
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/1/2026	2.99
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/1/2026	12.97
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/1/2026	2.99
Aramark Services, Inc.	Food	Sheriff	General Fund	6/1/2026	1,863.06
Aramark Services, Inc.	Food	Sheriff	General Fund	6/1/2026	21.96
Aramark Services, Inc.	Food	Sheriff	General Fund	6/1/2026	16,380.62
Aramark Services, Inc.	Food	Sheriff	General Fund	6/1/2026	16,468.41
Aramark Services, Inc.	Food	Sheriff	General Fund	6/1/2026	39.06
Aramark Services, Inc.	Food	Sheriff	General Fund	6/15/2026	16,692.55
Aramark Services, Inc.	Food	Sheriff	General Fund	6/15/2026	21.60
Aramark Services, Inc.	Food	Sheriff	General Fund	6/15/2026	1,048.76
Aramark Services, Inc.	Food	Sheriff	General Fund	6/15/2026	3,029.34
Aramark Services, Inc.	Food	Sheriff	General Fund	6/15/2026	46.26
Aramark Services, Inc.	Food	Sheriff	General Fund	6/15/2026	16,936.25
Kane County Sheriff - Petty Cash	Food	Sheriff	General Fund	6/15/2026	32.67
Kane County Sheriff - Petty Cash	Food	Sheriff	General Fund	6/15/2026	19.00
Kane County Sheriff - Petty Cash	Food	Sheriff	General Fund	6/15/2026	35.00
Kane County Sheriff - Petty Cash	Food	Sheriff	General Fund	6/15/2026	13.00
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/29/2026	2.99
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/29/2026	133.02
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/29/2026	13.49
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/29/2026	13.49
Aramark Services, Inc.	Food	Sheriff	General Fund	6/29/2026	19.00
Aramark Services, Inc.	Food	Sheriff	General Fund	6/29/2026	16,325.58
Bob Barker Company, Inc.	Clothing Supplies	Sheriff	General Fund	6/1/2026	5,377.19
Bob Barker Company, Inc.	Clothing Supplies	Sheriff	General Fund	6/15/2026	233.00
Physicians Immediate Care Chicago PLLC dba Wellnow	Medical/Dental/Hospital Services	Sheriff	General Fund	6/15/2026	906.00
Physicians Immediate Care Chicago PLLC dba Wellnow	Medical/Dental/Hospital Services	Sheriff	General Fund	6/29/2026	906.00
Wagner Investigative Polygraph Service	Pre-Employment Physicals	Sheriff	General Fund	6/29/2026	50.00

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Warehouse Direct, Inc.	Office Supplies	Sheriff	General Fund	6/29/2026	1,178.48
Warehouse Direct, Inc.	Office Supplies	Sheriff	General Fund	6/29/2026	(38.40)
J.G. Uniforms, Inc.	Uniform Supplies	Sheriff	General Fund	6/15/2026	115.00
J.G. Uniforms, Inc.	Uniform Supplies	Sheriff	General Fund	6/15/2026	160.49
Ray O'Herron Co, Inc.	Uniform Supplies	Sheriff	General Fund	6/15/2026	710.30
Ray O'Herron Co, Inc.	Uniform Supplies	Sheriff	General Fund	6/15/2026	581.32
Ray O'Herron Co, Inc.	Uniform Supplies	Sheriff	General Fund	6/29/2026	83.93
Ray O'Herron Co, Inc.	Uniform Supplies	Sheriff	General Fund	6/29/2026	83.93
Ray O'Herron Co, Inc.	Uniform Supplies	Sheriff	General Fund	6/29/2026	599.30
Ray O'Herron Co, Inc.	Uniform Supplies	Sheriff	General Fund	6/29/2026	687.29
Ray O'Herron Co, Inc.	Uniform Supplies	Sheriff	General Fund	6/29/2026	33.83
Ray O'Herron Co, Inc.	Weapons and Ammunition	Sheriff	General Fund	6/29/2026	4,657.30
Peter J. Burgert	Employee Mileage Expense	Merit Commission	General Fund	6/15/2026	217.50
Lisa Aust	Employee Mileage Expense	Court Services	General Fund	6/15/2026	51.48
Ruth E. Gilles	Postage	Court Services	General Fund	6/15/2026	12.90
Language Line Services	Contractual/Consulting Services	Court Services	General Fund	6/29/2026	2,111.74
Tyler Technologies, Inc. (New World)	Software Licensing Cost	Court Services	General Fund	6/1/2026	1,956.19
Eco Clean Maintenance, Inc.	Janitorial Services	Court Services	General Fund	6/1/2026	1,112.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Court Services	General Fund	6/29/2026	107.33
Motorola Solutions, Inc.	Repairs and Maint- Comm Equip	Court Services	General Fund	6/1/2026	280.00
Motorola Solutions, Inc.	Repairs and Maint- Comm Equip	Court Services	General Fund	6/29/2026	280.00
Lagrove, LLC	Building Space Rental	Court Services	General Fund	6/1/2026	2,949.76
SC Auto Inc DBA Midas Auto Service	Repairs and Maint- Vehicles	Court Services	General Fund	6/1/2026	269.72
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Court Services	General Fund	6/1/2026	42.91
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Court Services	General Fund	6/1/2026	182.63
JP Morgan Chase Bank, N.A.	Miscellaneous Contractual Exp	Court Services	General Fund	6/15/2026	1,829.29
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	6/1/2026	17.24
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	6/1/2026	166.80
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	6/29/2026	59.94
Redwood Toxicology Laboratory, Inc.	Operating Supplies	Court Services	General Fund	6/15/2026	160.00
The Tree House, Inc.	Computer Related Supplies	Court Services	General Fund	6/15/2026	1,141.50
The Tree House, Inc.	Computer Related Supplies	Court Services	General Fund	6/15/2026	596.19
Streicher's, Inc.	Uniform Supplies	Court Services	General Fund	6/1/2026	117.45
Chicago Transit Authority	Incentives	Court Services	General Fund	6/29/2026	3,100.00
WEX Bank	Fuel- Vehicles	Court Services	General Fund	6/15/2026	674.71
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	General Fund	6/29/2026	4,166.00
PharmChem, Inc.	Lab Services	Court Services	General Fund	6/29/2026	127.80
Julissa Gonzalez	Conferences and Meetings	Court Services	General Fund	6/15/2026	241.75
JP Morgan Chase Bank, N.A.	Conferences and Meetings	Court Services	General Fund	6/15/2026	582.08
Chicago Transit Authority	Incentives	Court Services	General Fund	6/1/2026	1,860.00
Julissa Gonzalez	Incentives	Court Services	General Fund	6/15/2026	19.99
JP Morgan Chase Bank, N.A.	Incentives	Court Services	General Fund	6/15/2026	92.89
Waste Management of Illinois - West	Repairs and Maint- Buildings	Court Services	General Fund	6/15/2026	211.97
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Court Services	General Fund	6/15/2026	11.32
Lagrove, LLC	Building Space Rental	Court Services	General Fund	6/1/2026	2,949.75
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Court Services	General Fund	6/1/2026	22.95
JP Morgan Chase Bank, N.A.	Office Supplies	Court Services	General Fund	6/15/2026	58.84
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	6/15/2026	115.95
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	6/29/2026	171.22
JP Morgan Chase Bank, N.A.	Operating Supplies	Court Services	General Fund	6/15/2026	56.97
Warehouse Direct, Inc.	Operating Supplies	Court Services	General Fund	6/29/2026	38.79
The Tree House, Inc.	Computer Related Supplies	Court Services	General Fund	6/1/2026	1,088.88
The Tree House, Inc.	Computer Related Supplies	Court Services	General Fund	6/15/2026	945.99
The Tree House, Inc.	Computer Related Supplies	Court Services	General Fund	6/29/2026	357.71
WEX Bank	Fuel- Vehicles	Court Services	General Fund	6/15/2026	69.96
Ameelio, Inc.	Contractual/Consulting Services	Court Services	General Fund	6/1/2026	9,933.00
Family Counseling Services of Aurora	Contractual/Consulting Services	Court Services	General Fund	6/1/2026	5,000.00
Family Service Association of Greater Elgin Area	Contractual/Consulting Services	Court Services	General Fund	6/1/2026	1,400.00

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Family Service Association of Greater Elgin Area	Contractual/Consulting Services	Court Services	General Fund	6/1/2026	1,400.00
Family Counseling Services of Aurora	Contractual/Consulting Services	Court Services	General Fund	6/29/2026	5,000.00
Advanced Correctional Healthcare, Inc.	Medical/Dental/Hospital Services	Court Services	General Fund	6/1/2026	40,817.75
Advanced Correctional Healthcare, Inc.	Medical/Dental/Hospital Services	Court Services	General Fund	6/1/2026	(353.46)
Advanced Correctional Healthcare, Inc.	Medical/Dental/Hospital Services	Court Services	General Fund	6/1/2026	(775.38)
Advanced Correctional Healthcare, Inc.	Medical/Dental/Hospital Services	Court Services	General Fund	6/1/2026	(298.46)
Symphony Diagnostic Svcs No. 1 dba MobilexUSA	Medical/Dental/Hospital Services	Court Services	General Fund	6/1/2026	185.00
Symphony Diagnostic Svcs No. 1 dba MobilexUSA	Medical/Dental/Hospital Services	Court Services	General Fund	6/29/2026	185.00
Advanced Correctional Healthcare, Inc.	Medical/Dental/Hospital Services	Court Services	General Fund	6/29/2026	40,817.75
Advanced Correctional Healthcare, Inc.	Medical/Dental/Hospital Services	Court Services	General Fund	6/29/2026	(292.62)
JP Morgan Chase Bank, N.A.	Juvenile Board and Care	Court Services	General Fund	6/15/2026	75.43
Charm-Tex, Inc.	Juvenile Board and Care	Court Services	General Fund	6/29/2026	1,669.00
Garcia Clinical Laboratory, Inc.	Lab Services	Court Services	General Fund	6/1/2026	188.00
Redwood Toxicology Laboratory, Inc.	Lab Services	Court Services	General Fund	6/1/2026	21.20
Redwood Toxicology Laboratory, Inc.	Lab Services	Court Services	General Fund	6/29/2026	53.00
Convergint Technologies LLC	Repairs and Maint- Comm Equip	Court Services	General Fund	6/1/2026	3,276.02
Convergint Technologies LLC	Repairs and Maint- Comm Equip	Court Services	General Fund	6/15/2026	513.04
Convergint Technologies LLC	Repairs and Maint- Comm Equip	Court Services	General Fund	6/29/2026	795.40
Harry Miller Appliances dba Coin-O-Matic Laundry	Repairs and Maint- Equipment	Court Services	General Fund	6/29/2026	253.00
Sentry Security Fasteners, Inc.	Repairs and Maint- Equipment	Court Services	General Fund	6/29/2026	25.06
Toshiba America Business Solutions, Inc	Repairs and Maint- Office Equip	Court Services	General Fund	6/15/2026	21.19
Corey Harris	Employee Training	Court Services	General Fund	6/1/2026	104.50
Monika Ruscheinsky	Employee Training	Court Services	General Fund	6/1/2026	48.00
Crystal Zynda	Employee Training	Court Services	General Fund	6/1/2026	95.00
JP Morgan Chase Bank, N.A.	Employee Training	Court Services	General Fund	6/15/2026	39.90
Corey Harris	Employee Mileage Expense	Court Services	General Fund	6/1/2026	99.18
Monika Ruscheinsky	Employee Mileage Expense	Court Services	General Fund	6/1/2026	72.86
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Court Services	General Fund	6/1/2026	191.60
Stericycle, Inc.	Miscellaneous Contractual Exp	Court Services	General Fund	6/29/2026	84.89
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	6/15/2026	740.91
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	6/29/2026	29.77
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	6/29/2026	25.82
Sysco Food Services Chicago	Operating Supplies	Court Services	General Fund	6/1/2026	497.90
JP Morgan Chase Bank, N.A.	Operating Supplies	Court Services	General Fund	6/15/2026	364.08
Sysco Food Services Chicago	Operating Supplies	Court Services	General Fund	6/29/2026	116.35
Sysco Food Services Chicago	Operating Supplies	Court Services	General Fund	6/29/2026	676.59
Charm-Tex, Inc.	Operating Supplies	Court Services	General Fund	6/29/2026	359.60
The Tree House, Inc.	Computer Related Supplies	Court Services	General Fund	6/29/2026	1,336.01
Sysco Food Services Chicago	Food	Court Services	General Fund	6/1/2026	1,084.36
Sysco Food Services Chicago	Food	Court Services	General Fund	6/1/2026	154.52
Sysco Food Services Chicago	Food	Court Services	General Fund	6/1/2026	208.05
Sysco Food Services Chicago	Food	Court Services	General Fund	6/1/2026	1,068.99
Aramark Services, Inc.	Food	Court Services	General Fund	6/1/2026	1,087.82
Aramark Services, Inc.	Food	Court Services	General Fund	6/1/2026	1,190.28
Aramark Services, Inc.	Food	Court Services	General Fund	6/1/2026	1,131.42
Aramark Services, Inc.	Food	Court Services	General Fund	6/15/2026	987.54
Sysco Food Services Chicago	Food	Court Services	General Fund	6/15/2026	900.79
Sysco Food Services Chicago	Food	Court Services	General Fund	6/15/2026	861.04
Sysco Food Services Chicago	Food	Court Services	General Fund	6/29/2026	1,369.98
Sysco Food Services Chicago	Food	Court Services	General Fund	6/29/2026	736.76
Aramark Services, Inc.	Food	Court Services	General Fund	6/29/2026	1,046.40
Aramark Services, Inc.	Food	Court Services	General Fund	6/29/2026	869.82
Charm-Tex, Inc.	Clothing Supplies	Court Services	General Fund	6/29/2026	258.48
Green Tree Pharmacy, Inc.	Medical Supplies and Drugs	Court Services	General Fund	6/1/2026	917.49
McKesson Medical Surgical	Medical Supplies and Drugs	Court Services	General Fund	6/15/2026	88.90
WEX Bank	Fuel- Vehicles	Court Services	General Fund	6/15/2026	113.80
Nancy S. Duarte	Contractual/Consulting Services	Court Services	General Fund	6/1/2026	500.00
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	6/15/2026	54.32

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
JP Morgan Chase Bank, N.A.	Books and Subscriptions	Court Services	General Fund	6/15/2026	37.98
Interprenet, LTD	Contractual/Consulting Services	Court Services	General Fund	6/15/2026	357.28
Interprenet, LTD	Contractual/Consulting Services	Court Services	General Fund	6/15/2026	357.28
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Court Services	General Fund	6/1/2026	126.13
Elisa M. Lancaster	Conferences and Meetings	Court Services	General Fund	6/1/2026	556.86
Ellis O'Connor	Conferences and Meetings	Court Services	General Fund	6/15/2026	481.81
Jessica Marevka	Conferences and Meetings	Court Services	General Fund	6/29/2026	436.80
BlueTriton Brands, Inc. dba Primo Brands	Miscellaneous Contractual Exp	Court Services	General Fund	6/1/2026	49.94
JP Morgan Chase Bank, N.A.	Office Supplies	Court Services	General Fund	6/15/2026	219.99
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	6/15/2026	43.43
The Tree House, Inc.	Computer Related Supplies	Court Services	General Fund	6/29/2026	504.94
JP Morgan Chase Bank, N.A.	Books and Subscriptions	Court Services	General Fund	6/15/2026	39.99
NCS Pearson, Inc.	Testing Materials	Court Services	General Fund	6/1/2026	340.79
NCS Pearson, Inc.	Testing Materials	Court Services	General Fund	6/15/2026	965.00
NCS Pearson, Inc.	Testing Materials	Court Services	General Fund	6/15/2026	1,102.50
Institute of Personality & Ability Testing	Testing Materials	Court Services	General Fund	6/15/2026	1,032.00
Psychological Assessment Resources, Inc.	Testing Materials	Court Services	General Fund	6/29/2026	707.62
Psychological Assessment Resources, Inc.	Testing Materials	Court Services	General Fund	6/29/2026	405.00
JP Morgan Chase Bank, N.A.	Miscellaneous Supplies	Court Services	General Fund	6/15/2026	854.22
PharmChem, Inc.	Lab Services	Court Services	General Fund	6/29/2026	31.95
Aramark Services, Inc.	National School Lunch Program	Court Services	General Fund	6/1/2026	1,201.18
Aramark Services, Inc.	National School Lunch Program	Court Services	General Fund	6/1/2026	1,098.72
Aramark Services, Inc.	National School Lunch Program	Court Services	General Fund	6/1/2026	1,157.58
Aramark Services, Inc.	National School Lunch Program	Court Services	General Fund	6/15/2026	1,301.46
Aramark Services, Inc.	National School Lunch Program	Court Services	General Fund	6/29/2026	1,242.60
Aramark Services, Inc.	National School Lunch Program	Court Services	General Fund	6/29/2026	1,419.18
Hilary S. McElligott, MD	Autopsies/Consulting	Coroner	General Fund	6/1/2026	2,250.00
Erin B. Waxenbaum Dennison	Autopsies/Consulting	Coroner	General Fund	6/1/2026	700.00
David A. Wold DDS, PC dba Bensenville Dental Care	Autopsies/Consulting	Coroner	General Fund	6/1/2026	700.00
Mitra B. Kalelkar	Autopsies/Consulting	Coroner	General Fund	6/1/2026	17,500.00
Mitra B. Kalelkar	Autopsies/Consulting	Coroner	General Fund	6/15/2026	19,250.00
Mitra B. Kalelkar	Autopsies/Consulting	Coroner	General Fund	6/29/2026	24,500.00
Mitra B. Kalelkar	Autopsies/Consulting	Coroner	General Fund	6/29/2026	10,500.00
Central DuPage Hospital Association dba HealthLab	Toxicology Expense	Coroner	General Fund	6/1/2026	395.50
NMS Labs	Toxicology Expense	Coroner	General Fund	6/1/2026	7,738.00
NMS Labs	Toxicology Expense	Coroner	General Fund	6/15/2026	10,516.40
JP Morgan Chase Bank, N.A.	Repairs and Maint- Vehicles	Coroner	General Fund	6/15/2026	199.90
International Association of Coroners & Medical Ex	General Association Dues	Coroner	General Fund	6/29/2026	1,200.00
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Coroner	General Fund	6/1/2026	33.19
WEX Bank	Miscellaneous Contractual Exp	Coroner	General Fund	6/15/2026	1,239.87
Marlin Leasing Corporation dba PEAC Solutions	Miscellaneous Contractual Exp	Coroner	General Fund	6/15/2026	498.00
Twin Pines Service Corporation, Inc.	Miscellaneous Contractual Exp	Coroner	General Fund	6/29/2026	1,250.00
Warehouse Direct, Inc.	Miscellaneous Contractual Exp	Coroner	General Fund	6/29/2026	364.05
Marberry Cleaners & Launderers	Miscellaneous Contractual Exp	Coroner	General Fund	6/29/2026	694.60
Dell Marketing LP	Operating Supplies	Coroner	General Fund	6/15/2026	1,017.61
JP Morgan Chase Bank, N.A.	Operating Supplies	Coroner	General Fund	6/15/2026	115.26
Ray O'Herron Co, Inc.	Operating Supplies	Coroner	General Fund	6/29/2026	79.99
JP Morgan Chase Bank, N.A.	Books and Subscriptions	Coroner	General Fund	6/15/2026	40.00
JP Morgan Chase Bank, N.A.	Books and Subscriptions	Coroner	General Fund	6/15/2026	100.00
Midwest Public Safety Communications, Inc.	Repairs and Maint- Comm Equip	Emergency Management Services	General Fund	6/1/2026	73.90
Menards, Inc.	Repairs and Maint- Vehicles	Emergency Management Services	General Fund	6/1/2026	22.47
JP Morgan Chase Bank, N.A.	Repairs and Maint- Vehicles	Emergency Management Services	General Fund	6/15/2026	76.34
Menards, Inc.	Repairs and Maint- Vehicles	Emergency Management Services	General Fund	6/29/2026	59.13
Quill, LLC	Office Supplies	Emergency Management Services	General Fund	6/1/2026	39.89
Quill, LLC	Office Supplies	Emergency Management Services	General Fund	6/1/2026	186.50
Quill, LLC	Office Supplies	Emergency Management Services	General Fund	6/15/2026	3.68
JP Morgan Chase Bank, N.A.	Office Supplies	Emergency Management Services	General Fund	6/15/2026	17.48
Menards, Inc.	Operating Supplies	Emergency Management Services	General Fund	6/1/2026	84.64

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
JP Morgan Chase Bank, N.A.	Computer Related Supplies	Emergency Management Services	General Fund	6/15/2026	0.99
JP Morgan Chase Bank, N.A.	Food	Emergency Management Services	General Fund	6/15/2026	18.98
Physicians Immediate Care Chicago PLLC dba Wellnow	Medical Supplies and Drugs	Emergency Management Services	General Fund	6/1/2026	130.00
Physicians Immediate Care Chicago PLLC dba Wellnow	Medical Supplies and Drugs	Emergency Management Services	General Fund	6/29/2026	130.00
GME, PLLC	Building and Inspection Permits	Development	General Fund	6/15/2026	150.00
Steve Martin Electric	Building and Inspection Permits	Development	General Fund	6/29/2026	180.00
Planet Depos, LLC	Contractual/Consulting Services	Development	General Fund	6/29/2026	1,644.35
Planet Depos, LLC	Contractual/Consulting Services	Development	General Fund	6/29/2026	1,058.75
Paddock Publications (Daily Herald)	Legal Printing	Development	General Fund	6/15/2026	82.80
JP Morgan Chase Bank, N.A.	Conferences and Meetings	Development	General Fund	6/15/2026	184.60
David F. Schultz	Employee Mileage Expense	Development	General Fund	6/29/2026	26.97
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Development	General Fund	6/29/2026	45.90
Warehouse Direct, Inc.	Office Supplies	Development	General Fund	6/29/2026	69.88
Warehouse Direct, Inc.	Office Supplies	Development	General Fund	6/29/2026	173.40
Warehouse Direct, Inc.	Office Supplies	Development	General Fund	6/29/2026	280.31
Warehouse Direct, Inc.	Office Supplies	Development	General Fund	6/29/2026	45.23
JP Morgan Chase Bank, N.A.	Operating Supplies	Development	General Fund	6/15/2026	87.39
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	Development	General Fund	6/29/2026	45.90
Xerox IT Solutions, LLC	Computer Related Supplies	Development	General Fund	6/29/2026	777.20
WEX Bank	Fuel- Vehicles	Development	General Fund	6/15/2026	1,157.62
WEX Bank	Fuel- Vehicles	Development	General Fund	6/15/2026	940.74
Camic Johnson, LTD	Contractual/Consulting Services	Development	General Fund	6/29/2026	400.00
Federal Express Corporation dba FedEx	Postage	Other- Countywide Expenses	General Fund	6/15/2026	540.55
Federal Express Corporation dba FedEx	Postage	Other- Countywide Expenses	General Fund	6/15/2026	152.75
Federal Express Corporation dba FedEx	Postage	Other- Countywide Expenses	General Fund	6/15/2026	57.74
Federal Express Corporation dba FedEx	Postage	Other- Countywide Expenses	General Fund	6/15/2026	338.15
Federal Express Corporation dba FedEx	Postage	Other- Countywide Expenses	General Fund	6/15/2026	38.99
Pitney Bowes, Inc.	Postage	Other- Countywide Expenses	General Fund	6/15/2026	958.62
Hodges-Mace, LLC	Software Licensing Cost	Other- Countywide Expenses	General Fund	6/1/2026	1,935.00
Dell Marketing LP	Software Licensing Cost	Other- Countywide Expenses	General Fund	6/15/2026	272.70
JP Morgan Chase Bank, N.A.	Software Licensing Cost	Other- Countywide Expenses	General Fund	6/15/2026	189.00
JP Morgan Chase Bank, N.A.	Software Licensing Cost	Other- Countywide Expenses	General Fund	6/15/2026	20.00
CivicPlus, LLC	Software Licensing Cost	Other- Countywide Expenses	General Fund	6/29/2026	9,733.76
CyberRisk Alliance, LLC	Software Licensing Cost	Other- Countywide Expenses	General Fund	6/29/2026	7,500.00
Insight Public Sector, Inc.	Software Licensing Cost	Other- Countywide Expenses	General Fund	6/29/2026	6,160.04
AT&T dba AT&T Enterprises, LLC	Telephone	Other- Countywide Expenses	General Fund	6/1/2026	142.01
AT&T dba AT&T Enterprises, LLC	Telephone	Other- Countywide Expenses	General Fund	6/1/2026	1,297.12
AT&T dba AT&T Enterprises, LLC	Telephone	Other- Countywide Expenses	General Fund	6/1/2026	3,350.33
AT&T dba AT&T Enterprises, LLC	Telephone	Other- Countywide Expenses	General Fund	6/1/2026	5,193.85
AT&T dba AT&T Enterprises, LLC	Telephone	Other- Countywide Expenses	General Fund	6/1/2026	409.53
AT&T dba AT&T Enterprises, LLC	Telephone	Other- Countywide Expenses	General Fund	6/1/2026	334.39
JP Morgan Chase Bank, N.A.	Telephone	Other- Countywide Expenses	General Fund	6/15/2026	255.70
PTS Communications, Inc.	Telephone	Other- Countywide Expenses	General Fund	6/15/2026	100.00
AT&T dba AT&T Enterprises, LLC	Telephone	Other- Countywide Expenses	General Fund	6/29/2026	146.93
AT&T dba AT&T Enterprises, LLC	Telephone	Other- Countywide Expenses	General Fund	6/29/2026	1,297.12
AT&T dba AT&T Enterprises, LLC	Telephone	Other- Countywide Expenses	General Fund	6/29/2026	3,345.53
AT&T dba AT&T Enterprises, LLC	Telephone	Other- Countywide Expenses	General Fund	6/29/2026	5,420.26
AT&T dba AT&T Enterprises, LLC	Telephone	Other- Countywide Expenses	General Fund	6/29/2026	411.53
AT&T dba AT&T Enterprises, LLC	Telephone	Other- Countywide Expenses	General Fund	6/29/2026	338.20
Spok, Inc.	Cellular Phone	Other- Countywide Expenses	General Fund	6/15/2026	12.99
T-Mobile USA, Inc.	Cellular Phone	Other- Countywide Expenses	General Fund	6/15/2026	2.50
Verizon Wireless	Cellular Phone	Other- Countywide Expenses	General Fund	6/15/2026	35,700.02
Verizon Wireless	Cellular Phone	Other- Countywide Expenses	General Fund	6/15/2026	**(35,700.02)**
Verizon Wireless	Cellular Phone	Other- Countywide Expenses	General Fund	6/15/2026	33,822.86
Verizon Wireless	Cellular Phone	Other- Countywide Expenses	General Fund	6/15/2026	**(33,822.86)**
AT&T Mobility dba AT&T National Accounts, LLC	Cellular Phone	Other- Countywide Expenses	General Fund	6/29/2026	14.87
AT&T Mobility dba AT&T National Accounts, LLC	Cellular Phone	Other- Countywide Expenses	General Fund	6/29/2026	75.75
Steven Shackleton	Internet	Other- Countywide Expenses	General Fund	6/1/2026	190.00

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Corey Malis	Internet	Other- Countywide Expenses	General Fund	6/1/2026	109.00
Christopher R. Hemesath	Internet	Other- Countywide Expenses	General Fund	6/15/2026	68.10
JP Morgan Chase Bank, N.A.	Internet	Other- Countywide Expenses	General Fund	6/15/2026	2,055.49
JP Morgan Chase Bank, N.A.	Internet	Other- Countywide Expenses	General Fund	6/15/2026	104.99
JP Morgan Chase Bank, N.A.	Internet	Other- Countywide Expenses	General Fund	6/15/2026	146.08
Andrew Dohr	Internet	Other- Countywide Expenses	General Fund	6/15/2026	109.90
Stephen Dolewski	Internet	Other- Countywide Expenses	General Fund	6/15/2026	105.00
AT&T dba AT&T Enterprises, LLC	Internet	Other- Countywide Expenses	General Fund	6/15/2026	190.03
Lindsey Brusky	Internet	Other- Countywide Expenses	General Fund	6/29/2026	140.00
Carahsoft Technology Corporation	Internet	Other- Countywide Expenses	General Fund	6/29/2026	14,218.68
Thomas Cunningham	Internet	Other- Countywide Expenses	General Fund	6/29/2026	69.95
Darin P. Earl	Internet	Other- Countywide Expenses	General Fund	6/29/2026	120.00
Gary Erickson	Internet	Other- Countywide Expenses	General Fund	6/29/2026	99.99
Benjamin J. Fox	Internet	Other- Countywide Expenses	General Fund	6/29/2026	147.90
Corey Malis	Internet	Other- Countywide Expenses	General Fund	6/29/2026	109.00
Blair Peters	Internet	Other- Countywide Expenses	General Fund	6/29/2026	170.00
Brooke Roff	Internet	Other- Countywide Expenses	General Fund	6/29/2026	95.00
Steven Shackleton	Internet	Other- Countywide Expenses	General Fund	6/29/2026	95.00
John Zakosek	Internet	Other- Countywide Expenses	General Fund	6/29/2026	95.00
JP Morgan Chase Bank, N.A.	Miscellaneous Supplies	Other- Countywide Expenses	General Fund	6/15/2026	57.95
Batavia Enterprises Real Estate, LLC	Building Lease	Other- Countywide Expenses	General Fund	6/29/2026	14,802.42
Meade, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	6/1/2026	188.87
C&D Autobody Repair, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	6/1/2026	9,597.80
CCMSI	Liability Insurance	Human Resource Management	Insurance Liability	6/1/2026	673.60
CCMSI	Liability Insurance	Human Resource Management	Insurance Liability	6/15/2026	1,741.19
H&H Electric Co.	Liability Insurance	Human Resource Management	Insurance Liability	6/15/2026	19,309.41
LAN Marketing, LTD dba LAN Office Furnishings	Liability Insurance	Human Resource Management	Insurance Liability	6/15/2026	6,984.22
LAN Marketing, LTD dba LAN Office Furnishings	Liability Insurance	Human Resource Management	Insurance Liability	6/15/2026	25,037.71
LAN Marketing, LTD dba LAN Office Furnishings	Liability Insurance	Human Resource Management	Insurance Liability	6/15/2026	2,500.00
State Street Collision, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	6/15/2026	9,475.26
Meade, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	6/15/2026	35,490.73
Meade, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	6/29/2026	1,815.26
Meade, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	6/29/2026	2,899.20
Meade, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	6/29/2026	2,807.18
Meade, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	6/29/2026	4,665.38
Meade, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	6/29/2026	13,975.77
Meade, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	6/29/2026	9,298.31
Physicians Immediate Care Chicago PLLC dba Wellnow	Liability Insurance	Human Resource Management	Insurance Liability	6/29/2026	520.00
State Street Collision, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	6/29/2026	6,397.02
Strypes Plus More, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	6/29/2026	260.00
CCMSI	Worker's Compensation Claims	Human Resource Management	Insurance Liability	6/1/2026	85,675.99
CCMSI	Worker's Compensation Claims	Human Resource Management	Insurance Liability	6/15/2026	46,082.06
Matthew J. Goncher	Worker's Compensation Claims	Human Resource Management	Insurance Liability	6/15/2026	1,126.78
Laner Muchin, LTD	Legal Services	State's Attorney	Insurance Liability	6/1/2026	10,923.15
Laner Muchin, LTD	Legal Services	State's Attorney	Insurance Liability	6/1/2026	21,888.10
The Sotos Law Firm, P.C	Legal Services	State's Attorney	Insurance Liability	6/1/2026	337.50
Kenneth C. Shepro	Legal Services	State's Attorney	Insurance Liability	6/15/2026	3,500.00
Swanson, Martin & Bell, LLP	Legal Services	State's Attorney	Insurance Liability	6/15/2026	35.00
James G. Guagliardo	Legal Services	State's Attorney	Insurance Liability	6/15/2026	190.00
Hervas, Condon & Bersani, PC	Legal Services	State's Attorney	Insurance Liability	6/29/2026	1,507.50
Hervas, Condon & Bersani, PC	Legal Services	State's Attorney	Insurance Liability	6/29/2026	157.50
Laner Muchin, LTD	Legal Services	State's Attorney	Insurance Liability	6/29/2026	10,676.45
Edgar K. Collison Law Offices, Ltd.	Legal Services	State's Attorney	Insurance Liability	6/29/2026	4,000.00
[redacted]		State's Attorney	Insurance Liability	6/1/2026	280.00
Chronicle Media, LLC	Legal Trial Notices	State's Attorney	Insurance Liability	6/29/2026	120.00
Chronicle Media, LLC	Legal Trial Notices	State's Attorney	Insurance Liability	6/29/2026	60.00
Impact Networking, LLC	Repairs and Maint- Copiers	State's Attorney	Insurance Liability	6/29/2026	332.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	State's Attorney	Insurance Liability	6/29/2026	41.87

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	State's Attorney	Insurance Liability	6/29/2026	37.12
JP Morgan Chase Bank, N.A.	Conferences and Meetings	State's Attorney	Insurance Liability	6/15/2026	104.40
Illinois State Bar Association	General Association Dues	State's Attorney	Insurance Liability	6/29/2026	4,790.00
JP Morgan Chase Bank, N.A.	Computer Software- Non Capital	State's Attorney	Insurance Liability	6/15/2026	125.10
Impact Networking, LLC	Copiers	State's Attorney	Insurance Liability	6/15/2026	332.00
Illinois GIS Association (ILGISA)	General Association Dues	Information Technologies	Geographic Information Systems	6/1/2026	100.00
Illinois GIS Association (ILGISA)	General Association Dues	Information Technologies	Geographic Information Systems	6/1/2026	100.00
Illinois GIS Association (ILGISA)	General Association Dues	Information Technologies	Geographic Information Systems	6/15/2026	100.00
JP Morgan Chase Bank, N.A.	General Association Dues	Information Technologies	Geographic Information Systems	6/15/2026	100.00
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	Information Technologies	Geographic Information Systems	6/1/2026	22.95
JP Morgan Chase Bank, N.A.	Operating Supplies	Information Technologies	Geographic Information Systems	6/15/2026	20.97
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	Information Technologies	Geographic Information Systems	6/29/2026	17.96
The Tree House, Inc.	Computer Related Supplies	Information Technologies	Geographic Information Systems	6/1/2026	584.70
Safe Software, Inc.	Computer Software- Non Capital	Information Technologies	Geographic Information Systems	6/29/2026	9,500.00
Safe Software, Inc.	Computer Software- Capital	Information Technologies	Geographic Information Systems	6/29/2026	15,000.00
Illinois Municipal Retirement Fund (IMRF)	IMRF Contribution	Other- Countywide Expenses	Illinois Municipal Retirement	6/2/2026	12,388.84
James J Jones	Payroll Taxes Receivable		FICA/Social Security	6/1/2026	18.64
Stephanie T. Galley	Tuition Reimbursement	County Board	Grand Victoria Casino Elgin	6/1/2026	960.00
Michelle Massie	Tuition Reimbursement	County Board	Grand Victoria Casino Elgin	6/1/2026	2,400.00
Catherine McKenna	Tuition Reimbursement	County Board	Grand Victoria Casino Elgin	6/15/2026	2,400.00
Kathryn Victoria Wuerstl	Tuition Reimbursement	County Board	Grand Victoria Casino Elgin	6/15/2026	1,813.44
Josephine Lobrillo	Tuition Reimbursement	County Board	Grand Victoria Casino Elgin	6/29/2026	1,015.20
RITAS Ministry	External Grants	County Board	Grand Victoria Casino Elgin	6/29/2026	50,816.95
Metronet Subsidiary Holdings, LLC	Contractual/Consulting Services	Other- Countywide Expenses	Public Safety Sales Tax	6/1/2026	700.00
Metronet Subsidiary Holdings, LLC	Contractual/Consulting Services	Other- Countywide Expenses	Public Safety Sales Tax	6/15/2026	700.00
Metronet Subsidiary Holdings, LLC	Contractual/Consulting Services	Other- Countywide Expenses	Public Safety Sales Tax	6/29/2026	700.00
Defin.Net Solutions, Inc.	Contractual/Consulting Services	Other- Countywide Expenses	Public Safety Sales Tax	6/29/2026	10,500.00
Tyler Technologies, Inc. (New World)	Software Licensing Cost	Other- Countywide Expenses	Public Safety Sales Tax	6/15/2026	23,385.75
NAT Tech, Inc. dba National Technologies NTI	Communications Equipment	Other- Countywide Expenses	Public Safety Sales Tax	6/1/2026	28,751.00
NAT Tech, Inc. dba National Technologies NTI	Communications Equipment	Other- Countywide Expenses	Public Safety Sales Tax	6/1/2026	5,324.00
USIC Locating Services LLC	Communications Equipment	Other- Countywide Expenses	Public Safety Sales Tax	6/15/2026	1,667.39
Defin.Net Solutions, Inc.	Contractual/Consulting Services	Other- Countywide Expenses	Judicial Technology Sales Tax	6/1/2026	20,000.00
JP Morgan Chase Bank, N.A.	Contractual/Consulting Services	Other- Countywide Expenses	Judicial Technology Sales Tax	6/15/2026	208.33
Defin.Net Solutions, Inc.	Contractual/Consulting Services	Other- Countywide Expenses	Judicial Technology Sales Tax	6/29/2026	8,500.00
Tyler Technologies, Inc. (New World)	Software Licensing Cost	Other- Countywide Expenses	Judicial Technology Sales Tax	6/15/2026	159,124.07
American Aluminum Accessories, LLC	Automotive Equipment	Sheriff	Sheriff's Vehicle & Equipment	6/15/2026	17,114.00
Currie Motors Frankfort, Inc.	Automotive Equipment	Sheriff	Sheriff's Vehicle & Equipment	6/15/2026	353,556.00
HOV Services, Inc. dba XBP Global	Operating Supplies	Recorder	Recorder's Automation	6/1/2026	388.42
HOV Services, Inc. dba XBP Global	Operating Supplies	Recorder	Recorder's Automation	6/29/2026	400.07
Land-Code, LLC	Computer Related Supplies	Recorder	Recorder's Automation	6/1/2026	454.85
DecisionPoint Technologies, Inc.	Computer Related Supplies	Recorder	Recorder's Automation	6/15/2026	343.33
DecisionPoint Technologies, Inc.	Computer Related Supplies	Recorder	Recorder's Automation	6/29/2026	734.53
Dell Marketing LP	Computer Related Supplies	Recorder	Recorder's Automation	6/29/2026	2,040.19
Land-Code, LLC	Computer Related Supplies	Recorder	Recorder's Automation	6/29/2026	454.85
CDW Government, Inc.	Computer Related Supplies	Recorder	Recorder's Automation	6/29/2026	6,787.53
Kane County Bar Foundation, Inc.	Contractual/Consulting Services	Judiciary and Courts	Children's Waiting Room	6/1/2026	12,565.43
Kane County Bar Foundation, Inc.	Contractual/Consulting Services	Judiciary and Courts	Children's Waiting Room	6/29/2026	18,401.71
Deb Chan	Conferences and Meetings	Circuit Clerk	Court Automation	6/29/2026	377.76
Sarah E. Schilke	Employee Training	Circuit Clerk	Court Automation	6/1/2026	434.38
Deb Chan	Employee Training	Circuit Clerk	Court Automation	6/29/2026	165.00
Sarah E. Schilke	Employee Mileage Expense	Circuit Clerk	Court Automation	6/1/2026	295.80
Jordan A. Bright	Employee Mileage Expense	Circuit Clerk	Court Automation	6/29/2026	26.10
Deb Chan	Employee Mileage Expense	Circuit Clerk	Court Automation	6/29/2026	295.80
Deb Chan	Employee Mileage Expense	Circuit Clerk	Court Automation	6/29/2026	193.59
The Tree House, Inc.	Computer Hardware- Non Capital	Circuit Clerk	Court Automation	6/1/2026	5,813.50
Groot Recycling dba Accurate Document Destruction	Destruction of Records Services	Circuit Clerk	Court Document Storage	6/29/2026	564.77
Canon USA, Inc.	Repairs and Maint- Copiers	Circuit Clerk	Court Document Storage	6/1/2026	10.97
Canon USA, Inc.	Repairs and Maint- Copiers	Circuit Clerk	Court Document Storage	6/1/2026	38.73

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Canon USA, Inc.	Repairs and Maint- Copiers	Circuit Clerk	Court Document Storage	6/29/2026	12.85
Canon USA, Inc.	Repairs and Maint- Copiers	Circuit Clerk	Court Document Storage	6/29/2026	139.31
Canon USA, Inc.	Repairs and Maint- Copiers	Circuit Clerk	Court Document Storage	6/29/2026	42.61
Canon USA, Inc.	Repairs and Maint- Copiers	Circuit Clerk	Court Document Storage	6/29/2026	65.97
Canon USA, Inc.	Repairs and Maint- Copiers	Circuit Clerk	Court Document Storage	6/29/2026	16.34
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Circuit Clerk	Court Document Storage	6/29/2026	21.71
Image-Pro Services & Supplies, Inc.	Office Supplies	Circuit Clerk	Court Document Storage	6/15/2026	352.68
Image-Pro Services & Supplies, Inc.	Office Supplies	Circuit Clerk	Court Document Storage	6/15/2026	570.68
Image-Pro Services & Supplies, Inc.	Office Supplies	Circuit Clerk	Court Document Storage	6/15/2026	575.16
Image-Pro Services & Supplies, Inc.	Office Supplies	Circuit Clerk	Court Document Storage	6/15/2026	578.89
Image-Pro Services & Supplies, Inc.	Office Supplies	Circuit Clerk	Court Document Storage	6/15/2026	949.63
Image-Pro Services & Supplies, Inc.	Office Supplies	Circuit Clerk	Court Document Storage	6/15/2026	305.27
Image-Pro Services & Supplies, Inc.	Office Supplies	Circuit Clerk	Court Document Storage	6/15/2026	598.76
Image-Pro Services & Supplies, Inc.	Office Supplies	Circuit Clerk	Court Document Storage	6/15/2026	1,170.39
Image-Pro Services & Supplies, Inc.	Office Supplies	Circuit Clerk	Court Document Storage	6/15/2026	448.49
Image-Pro Services & Supplies, Inc.	Office Supplies	Circuit Clerk	Court Document Storage	6/29/2026	567.33
Image-Pro Services & Supplies, Inc.	Office Supplies	Circuit Clerk	Court Document Storage	6/29/2026	315.24
Image-Pro Services & Supplies, Inc.	Office Supplies	Circuit Clerk	Court Document Storage	6/29/2026	476.22
Image-Pro Services & Supplies, Inc.	Office Supplies	Circuit Clerk	Court Document Storage	6/29/2026	281.88
Image-Pro Services & Supplies, Inc.	Office Supplies	Circuit Clerk	Court Document Storage	6/29/2026	828.80
Image-Pro Services & Supplies, Inc.	Office Supplies	Circuit Clerk	Court Document Storage	6/29/2026	218.56
Image-Pro Services & Supplies, Inc.	Office Supplies	Circuit Clerk	Court Document Storage	6/29/2026	377.05
Image-Pro Services & Supplies, Inc.	Office Supplies	Circuit Clerk	Court Document Storage	6/29/2026	982.56
Image-Pro Services & Supplies, Inc.	Office Supplies	Circuit Clerk	Court Document Storage	6/29/2026	634.79
Image-Pro Services & Supplies, Inc.	Office Supplies	Circuit Clerk	Court Document Storage	6/29/2026	343.47
BPS Ventures II LLC dba BPS Technologies	Computer Hardware- Non Capital	Circuit Clerk	Court Document Storage	6/1/2026	7,587.39
BPS Ventures II LLC dba BPS Technologies	Computer Hardware- Non Capital	Circuit Clerk	Court Document Storage	6/1/2026	5,298.27
Margaret (Peggy) R. Beddard	Court Reporter Costs	State's Attorney	Drug Prosecution	6/1/2026	120.00
Dana D. Bollman	Court Reporter Costs	State's Attorney	Drug Prosecution	6/1/2026	336.00
Jennifer A. Campbell	Court Reporter Costs	State's Attorney	Drug Prosecution	6/15/2026	284.00
Mary Jo D'Avola	Court Reporter Costs	State's Attorney	Drug Prosecution	6/15/2026	156.00
Stacy S. Warpool	Court Reporter Costs	State's Attorney	Drug Prosecution	6/15/2026	36.00
Barbara A. Johnston	Court Reporter Costs	State's Attorney	Drug Prosecution	6/29/2026	264.50
Ryan Merkel	Conferences and Meetings	State's Attorney	Drug Prosecution	6/1/2026	410.55
Jake Matekaitis	Conferences and Meetings	State's Attorney	Drug Prosecution	6/29/2026	49.00
Margaret (Peggy) R. Beddard	Court Reporter Costs	State's Attorney	Domestic Violence	6/1/2026	28.00
Melissa K. Anderko	Court Reporter Costs	State's Attorney	Child Advocacy Center	6/1/2026	65.00
Dana D. Bollman	Court Reporter Costs	State's Attorney	Child Advocacy Center	6/1/2026	60.00
Nicole M. Breytspraak	Court Reporter Costs	State's Attorney	Child Advocacy Center	6/15/2026	9.50
Jennifer A. Campbell	Court Reporter Costs	State's Attorney	Child Advocacy Center	6/15/2026	40.00
Barbara A. Johnston	Court Reporter Costs	State's Attorney	Child Advocacy Center	6/29/2026	84.00
AmaOli, PLLC dba Luna Behavioral Health Center	Counseling Services	State's Attorney	Child Advocacy Center	6/1/2026	562.50
Deborah L. Conley, LTD	Counseling Services	State's Attorney	Child Advocacy Center	6/1/2026	375.00
Julie Turner, MSW	Counseling Services	State's Attorney	Child Advocacy Center	6/1/2026	750.00
Leida A. Woodham	Counseling Services	State's Attorney	Child Advocacy Center	6/1/2026	2,437.50
Deborah L. Conley, LTD	Counseling Services	State's Attorney	Child Advocacy Center	6/15/2026	375.00
AmaOli, PLLC dba Luna Behavioral Health Center	Counseling Services	State's Attorney	Child Advocacy Center	6/15/2026	500.00
Impact Networking, LLC	Repairs and Maint- Copiers	State's Attorney	Child Advocacy Center	6/15/2026	664.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	State's Attorney	Child Advocacy Center	6/15/2026	29.48
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	State's Attorney	Child Advocacy Center	6/15/2026	48.48
Impact Networking, LLC	Repairs and Maint- Copiers	State's Attorney	Child Advocacy Center	6/29/2026	664.00
Grisell M. Albor	Conferences and Meetings	State's Attorney	Child Advocacy Center	6/1/2026	84.00
Julie Pohlman	Conferences and Meetings	State's Attorney	Child Advocacy Center	6/1/2026	84.00
Flor E. Rodriguez	Conferences and Meetings	State's Attorney	Child Advocacy Center	6/1/2026	84.00
Lori Schmidt	Conferences and Meetings	State's Attorney	Child Advocacy Center	6/1/2026	84.00
JP Morgan Chase Bank, N.A.	Conferences and Meetings	State's Attorney	Child Advocacy Center	6/15/2026	1,426.81
JP Morgan Chase Bank, N.A.	Operating Supplies	State's Attorney	Child Advocacy Center	6/15/2026	12,373.36
Thomson Reuters GRC, Inc. (West Government)	Books and Subscriptions	State's Attorney	Child Advocacy Center	6/15/2026	38.26

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
JP Morgan Chase Bank, N.A.	Computer Software- Non Capital	State's Attorney	Child Advocacy Center	6/15/2026	16.99
WEX Bank	Fuel- Vehicles	State's Attorney	Child Advocacy Center	6/15/2026	188.59
Thomson Reuters GRC, Inc. (West Government)	Books and Subscriptions	State's Attorney	Money Laundering - State's Atty	6/15/2026	5,460.68
Thomson Reuters GRC, Inc. (West Government)	Books and Subscriptions	State's Attorney	Money Laundering - State's Atty	6/15/2026	3,073.74
Verizon Wireless	Operating Supplies	Public Defender	Public Defender Special Fund	6/15/2026	1,099.71
JP Morgan Chase Bank, N.A.	Operating Supplies	Emergency Management Services	EMA Volunteer Fund	6/15/2026	697.64
MABAS Division 2	Miscellaneous Contractual Exp	Emergency Management Services	KC Emergency Planning	6/15/2026	900.00
Eagle Engraving, Inc.	Miscellaneous Supplies	Emergency Management Services	KC Emergency Planning	6/1/2026	140.00
Gordon Flesch Company, Inc.	Repairs and Maint- Copiers	Law Library	Law Library	6/1/2026	279.55
Izabella M. Cyran	Employee Mileage Expense	Law Library	Law Library	6/1/2026	9.57
Halle Eichert	Employee Mileage Expense	Law Library	Law Library	6/1/2026	91.01
JP Morgan Chase Bank, N.A.	General Association Dues	Law Library	Law Library	6/15/2026	35.00
RELX Inc. dba LexisNexis	Miscellaneous Contractual Exp	Law Library	Law Library	6/15/2026	899.00
RELX Inc. dba LexisNexis	Miscellaneous Contractual Exp	Law Library	Law Library	6/15/2026	1,330.00
JP Morgan Chase Bank, N.A.	Office Supplies	Law Library	Law Library	6/15/2026	59.94
JP Morgan Chase Bank, N.A.	Operating Supplies	Law Library	Law Library	6/15/2026	71.95
Today's Business Solutions	Computer Related Supplies	Law Library	Law Library	6/15/2026	558.00
Matthew Bender & Co. dba LexisNexis Matthew Bender	Books and Subscriptions	Law Library	Law Library	6/1/2026	163.43
Illinois Institute for Continuing Legal Ed (IICLE)	Books and Subscriptions	Law Library	Law Library	6/1/2026	131.25
Illinois Institute for Continuing Legal Ed (IICLE)	Books and Subscriptions	Law Library	Law Library	6/15/2026	142.50
JP Morgan Chase Bank, N.A.	Books and Subscriptions	Law Library	Law Library	6/15/2026	178.00
Matthew Bender & Co. dba LexisNexis Matthew Bender	Books and Subscriptions	Law Library	Law Library	6/15/2026	333.31
Matthew Bender & Co. dba LexisNexis Matthew Bender	Books and Subscriptions	Law Library	Law Library	6/15/2026	373.31
DS Services of America, Inc. dba Primo Water NA	Food	Law Library	Law Library	6/1/2026	2.99
Illinois Sheriffs' Association	Operating Supplies	Sheriff	Cannabis Regulation - Local	6/1/2026	1,375.00
JP Morgan Chase Bank, N.A.	Operating Supplies	Sheriff	Cannabis Regulation - Local	6/15/2026	46.65
JP Morgan Chase Bank, N.A.	Operating Supplies	Sheriff	Cannabis Regulation - Local	6/15/2026	383.34
JP Morgan Chase Bank, N.A.	Operating Supplies	Sheriff	Cannabis Regulation - Local	6/15/2026	119.40
JP Morgan Chase Bank, N.A.	Operating Supplies	Sheriff	Cannabis Regulation - Local	6/15/2026	1,185.31
Midwest Public Safety Communications, Inc.	Operating Supplies	Sheriff	Cannabis Regulation - Local	6/15/2026	2,408.97
Flock Group, Inc. dba Flock Safety	Operating Supplies	Sheriff	Sheriff DEF Federal - Treasury	6/1/2026	30,000.00
JP Morgan Chase Bank, N.A.	Operating Supplies	Sheriff	Sheriff DEF Federal - Treasury	6/15/2026	4,250.00
getResQ911	Salaries and Wages	Kane Comm	Kane Comm	6/15/2026	9,964.00
getResQ911	Salaries and Wages	Kane Comm	Kane Comm	6/15/2026	11,210.00
ComEd	Contractual/Consulting Services	Kane Comm	Kane Comm	6/15/2026	62.99
Guardian Alliance Technologies, Inc.	Contractual/Consulting Services	Kane Comm	Kane Comm	6/15/2026	440.00
Motorola Solutions, Inc.	Contractual/Consulting Services	Kane Comm	Kane Comm	6/15/2026	1,700.00
Motorola Solutions, Inc.	Contractual/Consulting Services	Kane Comm	Kane Comm	6/15/2026	1,700.00
Motorola Solutions, Inc.	Contractual/Consulting Services	Kane Comm	Kane Comm	6/15/2026	1,400.00
Motorola Solutions, Inc.	Contractual/Consulting Services	Kane Comm	Kane Comm	6/15/2026	1,400.00
PowerDMS, Inc.	Contractual/Consulting Services	Kane Comm	Kane Comm	6/15/2026	5,476.53
Siemens Industry, Inc.	Contractual/Consulting Services	Kane Comm	Kane Comm	6/15/2026	4,829.00
Insight Public Sector, Inc.	Repairs and Maint- Comm Equip	Kane Comm	Kane Comm	6/15/2026	776.00
Tower Works, Inc.	Repairs and Maint- Comm Equip	Kane Comm	Kane Comm	6/15/2026	5,610.00
Christopher McMeen	Conferences and Meetings	Kane Comm	Kane Comm	6/15/2026	36.00
JP Morgan Chase Bank, N.A.	Employee Training	Kane Comm	Kane Comm	6/15/2026	1,827.91
Michelle Guthrie	Employee Mileage Expense	Kane Comm	Kane Comm	6/15/2026	77.30
Christopher McMeen	Employee Mileage Expense	Kane Comm	Kane Comm	6/15/2026	16.97
JP Morgan Chase Bank, N.A.	Pre-Employment Physicals	Kane Comm	Kane Comm	6/15/2026	49.00
JP Morgan Chase Bank, N.A.	Office Supplies	Kane Comm	Kane Comm	6/15/2026	88.62
[redacted]		Court Services	Probation Services	6/15/2026	490.00
[redacted]		Court Services	Probation Services	6/29/2026	15.68
Braden Counseling Center, P.C.	Contractual/Consulting Services	Court Services	Probation Services	6/1/2026	150.00
Lighthouse Recovery, Inc.	Contractual/Consulting Services	Court Services	Probation Services	6/15/2026	150.00
Ecker Center for Mental Health	Psychological/Psychiatric Srvs	Court Services	Probation Services	6/1/2026	140.00
Ecker Center for Mental Health	Psychological/Psychiatric Srvs	Court Services	Probation Services	6/1/2026	270.11
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	6/1/2026	240.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	6/1/2026	180.00

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	6/1/2026	60.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	6/1/2026	240.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	6/1/2026	240.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	6/1/2026	75.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	6/1/2026	170.00
Community Crisis Center, Inc.	Psychological/Psychiatric Srvs	Court Services	Probation Services	6/1/2026	140.00
Community Crisis Center, Inc.	Psychological/Psychiatric Srvs	Court Services	Probation Services	6/1/2026	140.00
Community Crisis Center, Inc.	Psychological/Psychiatric Srvs	Court Services	Probation Services	6/1/2026	105.00
Community Crisis Center, Inc.	Psychological/Psychiatric Srvs	Court Services	Probation Services	6/1/2026	175.00
Community Crisis Center, Inc.	Psychological/Psychiatric Srvs	Court Services	Probation Services	6/1/2026	105.00
Nickerson & Associates, PC	Psychological/Psychiatric Srvs	Court Services	Probation Services	6/1/2026	20,880.00
Nickerson & Associates, PC	Psychological/Psychiatric Srvs	Court Services	Probation Services	6/15/2026	19,835.00
Community Crisis Center, Inc.	Psychological/Psychiatric Srvs	Court Services	Probation Services	6/15/2026	35.00
Community Crisis Center, Inc.	Psychological/Psychiatric Srvs	Court Services	Probation Services	6/15/2026	105.00
Community Crisis Center, Inc.	Psychological/Psychiatric Srvs	Court Services	Probation Services	6/15/2026	105.00
Community Crisis Center, Inc.	Psychological/Psychiatric Srvs	Court Services	Probation Services	6/15/2026	105.00
Mutual Ground, Inc.	Psychological/Psychiatric Srvs	Court Services	Probation Services	6/15/2026	372.68
Mutual Ground, Inc.	Psychological/Psychiatric Srvs	Court Services	Probation Services	6/15/2026	75.00
Ecker Center for Mental Health	Psychological/Psychiatric Srvs	Court Services	Probation Services	6/29/2026	100.00
Chicago Transit Authority	Incentives	Court Services	Probation Services	6/1/2026	1,550.00
Abel Screening, Inc.	Testing Materials	Court Services	Probation Services	6/1/2026	79.00
Abel Screening, Inc.	Testing Materials	Court Services	Probation Services	6/1/2026	79.00
Abel Screening, Inc.	Testing Materials	Court Services	Probation Services	6/1/2026	79.00
Abel Screening, Inc.	Testing Materials	Court Services	Probation Services	6/1/2026	79.00
Abel Screening, Inc.	Testing Materials	Court Services	Probation Services	6/1/2026	79.00
Abel Screening, Inc.	Testing Materials	Court Services	Probation Services	6/1/2026	79.00
Abel Screening, Inc.	Testing Materials	Court Services	Probation Services	6/15/2026	79.00
Abel Screening, Inc.	Testing Materials	Court Services	Probation Services	6/15/2026	79.00
Abel Screening, Inc.	Testing Materials	Court Services	Probation Services	6/15/2026	79.00
Redwood Toxicology Laboratory, Inc.	Lab Services	Court Services	Substance Abuse Screening	6/15/2026	2,226.84
Redwood Toxicology Laboratory, Inc.	Lab Services	Court Services	Substance Abuse Screening	6/15/2026	1,969.82
Redwood Toxicology Laboratory, Inc.	Lab Services	Court Services	Substance Abuse Screening	6/15/2026	1,328.25
Redwood Toxicology Laboratory, Inc.	Lab Services	Court Services	Substance Abuse Screening	6/15/2026	666.65
Redwood Toxicology Laboratory, Inc.	Lab Services	Court Services	Substance Abuse Screening	6/15/2026	1,509.90
Redwood Toxicology Laboratory, Inc.	Lab Services	Court Services	Substance Abuse Screening	6/15/2026	253.84
Gateway Foundation	Contractual/Consulting Services	Court Services	Drug Court Special Resources	6/1/2026	1,670.00
Gateway Foundation	Contractual/Consulting Services	Court Services	Drug Court Special Resources	6/29/2026	1,670.00
Ecker Center for Mental Health	Contractual/Consulting Services	Court Services	Drug Court Special Resources	6/29/2026	1,250.00
Ecker Center for Mental Health	Psychological/Psychiatric Srvs	Court Services	Drug Court Special Resources	6/1/2026	1,117.15
Redwood Toxicology Laboratory, Inc.	Lab Services	Court Services	Drug Court Special Resources	6/15/2026	2,572.01
Lena L. Fischer	Conferences and Meetings	Court Services	Drug Court Special Resources	6/15/2026	377.62
JP Morgan Chase Bank, N.A.	Conferences and Meetings	Court Services	Drug Court Special Resources	6/15/2026	593.87
Yaretsi Pena	Employee Training	Court Services	Drug Court Special Resources	6/1/2026	245.94
Redwood Toxicology Laboratory, Inc.	Operating Supplies	Court Services	Drug Court Special Resources	6/29/2026	421.50
Lena L. Fischer	Sanction Incentives	Court Services	Drug Court Special Resources	6/15/2026	46.58
JP Morgan Chase Bank, N.A.	Sanction Incentives	Court Services	Drug Court Special Resources	6/15/2026	239.06
[redacted]		Court Services	Probation Victim Services	6/15/2026	10.00
[redacted]		Court Services	Probation Victim Services	6/29/2026	0.32
Braden Counseling Center, P.C.	Psychological/Psychiatric Srvs	Court Services	DUI Court	6/1/2026	510.00
Ecker Center for Mental Health	Psychological/Psychiatric Srvs	Court Services	DUI Court	6/1/2026	1,830.00
Public Health Management Corporation	Psychological/Psychiatric Srvs	Court Services	DUI Court	6/1/2026	1,275.00
Lighthouse Recovery, Inc.	Psychological/Psychiatric Srvs	Court Services	DUI Court	6/15/2026	300.00
Lighthouse Recovery, Inc.	Psychological/Psychiatric Srvs	Court Services	DUI Court	6/15/2026	300.00
Oxford House Nobu	Psychological/Psychiatric Srvs	Court Services	DUI Court	6/15/2026	350.00
Oxford House Radiance	Psychological/Psychiatric Srvs	Court Services	DUI Court	6/29/2026	440.00
Lighthouse Recovery, Inc.	Psychological/Psychiatric Srvs	Court Services	DUI Court	6/29/2026	3,000.00
Lighthouse Recovery, Inc.	Psychological/Psychiatric Srvs	Court Services	DUI Court	6/29/2026	3,000.00
Lighthouse Recovery, Inc.	Psychological/Psychiatric Srvs	Court Services	DUI Court	6/29/2026	900.00

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Lighthouse Recovery, Inc.	Psychological/Psychiatric Srvs	Court Services	DUI Court	6/29/2026	550.00
Lighthouse Recovery, Inc.	Psychological/Psychiatric Srvs	Court Services	DUI Court	6/29/2026	950.00
Lighthouse Recovery, Inc.	Psychological/Psychiatric Srvs	Court Services	DUI Court	6/29/2026	950.00
Lighthouse Recovery, Inc.	Psychological/Psychiatric Srvs	Court Services	DUI Court	6/29/2026	650.00
Lighthouse Recovery, Inc.	Psychological/Psychiatric Srvs	Court Services	DUI Court	6/29/2026	550.00
Lighthouse Recovery, Inc.	Psychological/Psychiatric Srvs	Court Services	DUI Court	6/29/2026	1,200.00
Lighthouse Recovery, Inc.	Psychological/Psychiatric Srvs	Court Services	DUI Court	6/29/2026	950.00
Lighthouse Recovery, Inc.	Psychological/Psychiatric Srvs	Court Services	DUI Court	6/29/2026	1,050.00
Redwood Toxicology Laboratory, Inc.	Lab Services	Court Services	DUI Court	6/15/2026	4,187.84
Lighthouse Recovery, Inc.	Lab Services	Court Services	DUI Court	6/29/2026	40.00
Lighthouse Recovery, Inc.	Lab Services	Court Services	DUI Court	6/29/2026	80.00
Lighthouse Recovery, Inc.	Lab Services	Court Services	DUI Court	6/29/2026	160.00
Lighthouse Recovery, Inc.	Lab Services	Court Services	DUI Court	6/29/2026	40.00
Lighthouse Recovery, Inc.	Lab Services	Court Services	DUI Court	6/29/2026	90.00
Lighthouse Recovery, Inc.	Lab Services	Court Services	DUI Court	6/29/2026	440.00
PharmChem, Inc.	Lab Services	Court Services	DUI Court	6/29/2026	95.85
JP Morgan Chase Bank, N.A.	Conferences and Meetings	Court Services	DUI Court	6/15/2026	1,470.87
Kimberly A. Reed	Conferences and Meetings	Court Services	DUI Court	6/15/2026	302.29
Magali Padilla	Employee Training	Court Services	DUI Court	6/1/2026	253.86
Chicago Transit Authority	Incentives	Court Services	DUI Court	6/1/2026	1,240.00
JP Morgan Chase Bank, N.A.	Incentives	Court Services	DUI Court	6/15/2026	400.00
JP Morgan Chase Bank, N.A.	Incentives	Court Services	DUI Court	6/15/2026	84.37
Jane L. Davis	Contractual/Consulting Services	Animal Control	Animal Control	6/1/2026	400.00
Ratliff Landscaping, Inc.	Contractual/Consulting Services	Animal Control	Animal Control	6/1/2026	2,265.71
Jeffrey R. Wieser	Contractual/Consulting Services	Animal Control	Animal Control	6/15/2026	400.00
Ratliff Landscaping, Inc.	Contractual/Consulting Services	Animal Control	Animal Control	6/29/2026	2,265.71
Waste Management of Illinois - West	Contractual/Consulting Services	Animal Control	Animal Control	6/29/2026	120.35
JP Morgan Chase Bank, N.A.	Veterinarian Services	Animal Control	Animal Control	6/15/2026	646.84
HLP, Inc.	Software Licensing Cost	Animal Control	Animal Control	6/1/2026	3,840.00
DuPage Salt Company	Disposal and Water Softener Srvs	Animal Control	Animal Control	6/1/2026	38.80
DuPage Salt Company	Disposal and Water Softener Srvs	Animal Control	Animal Control	6/29/2026	29.10
JP Morgan Chase Bank, N.A.	Repairs and Maint- Buildings	Animal Control	Animal Control	6/15/2026	126.58
Ratliff Landscaping, Inc.	Repairs and Maint- Buildings	Animal Control	Animal Control	6/15/2026	450.00
Ratliff Landscaping, Inc.	Repairs and Maint- Buildings	Animal Control	Animal Control	6/15/2026	600.00
Get All Decked Out	Repairs and Maint- Buildings	Animal Control	Animal Control	6/29/2026	8,540.00
DTFS of Illinois, Inc. dba Suburban Tire	Repairs and Maint- Vehicles	Animal Control	Animal Control	6/1/2026	776.97
DTFS of Illinois, Inc. dba Suburban Tire	Repairs and Maint- Vehicles	Animal Control	Animal Control	6/1/2026	618.96
JP Morgan Chase Bank, N.A.	General Association Dues	Animal Control	Animal Control	6/15/2026	102.25
Insight Public Sector, Inc.	Office Supplies	Animal Control	Animal Control	6/1/2026	129.49
JP Morgan Chase Bank, N.A.	Office Supplies	Animal Control	Animal Control	6/15/2026	81.49
CPR and First Aid Everyday Heroes, LLC	Operating Supplies	Animal Control	Animal Control	6/15/2026	71.00
JP Morgan Chase Bank, N.A.	Operating Supplies	Animal Control	Animal Control	6/15/2026	112.02
City of Geneva	Utilities- Water	Animal Control	Animal Control	6/15/2026	501.31
JP Morgan Chase Bank, N.A.	Animal Care Supplies	Animal Control	Animal Control	6/15/2026	344.93
Midwest Veterinary Supply, Inc.	Medical Supplies and Drugs	Animal Control	Animal Control	6/1/2026	60.88
Midwest Veterinary Supply, Inc.	Medical Supplies and Drugs	Animal Control	Animal Control	6/15/2026	235.00
Midwest Veterinary Supply, Inc.	Medical Supplies and Drugs	Animal Control	Animal Control	6/15/2026	257.36
Antech Diagnostics, Inc.	Medical Supplies and Drugs	Animal Control	Animal Control	6/15/2026	232.46
Midwest Veterinary Supply, Inc.	Medical Supplies and Drugs	Animal Control	Animal Control	6/29/2026	268.08
Midwest Veterinary Supply, Inc.	Medical Supplies and Drugs	Animal Control	Animal Control	6/29/2026	100.44
Stericycle, Inc.	Medical Supplies and Drugs	Animal Control	Animal Control	6/29/2026	104.84
Nicor Gas Company	Utilities- Natural Gas	Animal Control	Animal Control	6/1/2026	504.98
Nicor Gas Company	Utilities- Natural Gas	Animal Control	Animal Control	6/15/2026	312.25
City of Geneva	Utilities- Electric	Animal Control	Animal Control	6/15/2026	635.39
WCP Financials, LLC	Utilities- Electric	Animal Control	Animal Control	6/29/2026	106.98
WEX Bank	Fuel- Vehicles	Animal Control	Animal Control	6/15/2026	947.46
Hampshire Township	Township Payable- Hampshire		County Highway	6/29/2026	2,360.00
Rutland Township	Township Payable- Rutland		County Highway	6/29/2026	1,240.00

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Dundee Township	Township Payable- Dundee		County Highway	6/29/2026	904.00
Burlington Township	Township Payable- Burlington		County Highway	6/29/2026	1,136.00
Plato Township	Township Payable- Plato		County Highway	6/29/2026	2,112.00
Elgin Township	Township Payable- Elgin		County Highway	6/29/2026	1,152.00
Virgil Township	Township Payable- Virgil		County Highway	6/29/2026	80.00
Campton Township	Township Payable- Campton		County Highway	6/29/2026	320.00
St. Charles Township	Township Payable- St. Charles		County Highway	6/29/2026	1,604.00
Kaneville Township	Township Payable- Kaneville		County Highway	6/29/2026	1,228.00
Blackberry Township / Road District	Township Payable- Blackberry		County Highway	6/29/2026	2,324.00
Geneva Township	Township Payable- Geneva		County Highway	6/29/2026	456.00
Big Rock Township Road District	Township Payable- Big Rock		County Highway	6/29/2026	1,468.00
Sugar Grove Township Road District	Township Payable- Sugar Grove		County Highway	6/29/2026	1,448.00
Aurora Township	Township Payable- Aurora		County Highway	6/29/2026	1,832.00
Batavia Township Highway Department	Township Payable- Batavia		County Highway	6/29/2026	1,344.00
State Materials Engineering LLC	Engineering Services	Transportation	County Highway	6/15/2026	6,365.00
Parametrix, Inc.	Contractual/Consulting Services	Transportation	County Highway	6/1/2026	15,225.29
NV5 Geospatial, Inc.	Contractual/Consulting Services	Transportation	County Highway	6/15/2026	11,460.34
J Patrick Jaeger	Legal Services	Transportation	County Highway	6/15/2026	4,000.00
J Patrick Jaeger	Legal Services	Transportation	County Highway	6/29/2026	4,000.00
Tyler Medical Services, S.C.	Medical/Dental/Hospital Services	Transportation	County Highway	6/1/2026	395.00
Tyler Medical Services, S.C.	Medical/Dental/Hospital Services	Transportation	County Highway	6/1/2026	405.00
Tyler Medical Services, S.C.	Medical/Dental/Hospital Services	Transportation	County Highway	6/15/2026	395.00
Tyler Medical Services, S.C.	Medical/Dental/Hospital Services	Transportation	County Highway	6/15/2026	395.00
Tyler Medical Services, S.C.	Medical/Dental/Hospital Services	Transportation	County Highway	6/15/2026	395.00
Ron Turley Associates, LLC dba RTA Fleet	Software Licensing Cost	Transportation	County Highway	6/1/2026	19,034.80
Arkance USA, LLC	Software Licensing Cost	Transportation	County Highway	6/15/2026	4,813.00
DTN LLC	Software Licensing Cost	Transportation	County Highway	6/15/2026	752.46
Environmental Systems Research Institute, Inc.	Software Licensing Cost	Transportation	County Highway	6/15/2026	6,395.00
Alarm Detection Systems, Inc.	Security Services	Transportation	County Highway	6/1/2026	594.60
Alarm Detection Systems, Inc.	Security Services	Transportation	County Highway	6/1/2026	332.25
Office of the Illinois State Fire Marshal	Security Services	Transportation	County Highway	6/1/2026	300.00
Office of the Illinois State Fire Marshal	Security Services	Transportation	County Highway	6/15/2026	70.00
Alarm Detection Systems, Inc.	Security Services	Transportation	County Highway	6/15/2026	528.86
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Transportation	County Highway	6/15/2026	477.47
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Transportation	County Highway	6/15/2026	34.43
Culligan Tri City Soft Water	Disposal and Water Softener Srvs	Transportation	County Highway	6/15/2026	91.50
Culligan Tri City Soft Water	Disposal and Water Softener Srvs	Transportation	County Highway	6/29/2026	206.73
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Transportation	County Highway	6/29/2026	553.26
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Transportation	County Highway	6/29/2026	34.43
Eco Clean Maintenance, Inc.	Janitorial Services	Transportation	County Highway	6/15/2026	3,006.00
Allied Door Inc.	Repairs and Maint- Buildings	Transportation	County Highway	6/1/2026	4,983.78
G&L Septic, Inc.	Repairs and Maint- Buildings	Transportation	County Highway	6/15/2026	395.00
Geneva Glass Works	Repairs and Maint- Buildings	Transportation	County Highway	6/15/2026	1,119.00
Culligan Tri City Soft Water	Repairs and Maint- Buildings	Transportation	County Highway	6/29/2026	238.01
Ratliff Landscaping, Inc.	Repairs and Maint- Grounds	Transportation	County Highway	6/29/2026	1,430.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Transportation	County Highway	6/1/2026	42.91
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Transportation	County Highway	6/1/2026	702.80
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Transportation	County Highway	6/15/2026	16.05
Impact Networking, LLC	Repairs and Maint- Copiers	Transportation	County Highway	6/29/2026	40.00
Impact Networking, LLC	Repairs and Maint- Copiers	Transportation	County Highway	6/29/2026	40.00
P.R. Streich & Sons, Inc.	Repairs and Maint- Equipment	Transportation	County Highway	6/1/2026	185.00
Pomp's Tire Service, Inc.	Repairs and Maint- Equipment	Transportation	County Highway	6/15/2026	176.50
Stenstrom Protanic, LLC dba Protanic	Repairs and Maint- Equipment	Transportation	County Highway	6/15/2026	2,012.19
Lorchem Technologies, Inc.	Repairs and Maint- Equipment	Transportation	County Highway	6/15/2026	1,113.75
Paddock Publications (Daily Herald)	Legal Printing	Transportation	County Highway	6/1/2026	536.13
Paddock Publications (Daily Herald)	Legal Printing	Transportation	County Highway	6/15/2026	36.80
Doris A. Hohertz	Conferences and Meetings	Transportation	County Highway	6/1/2026	245.54
Gretchen Hannah Klock	Conferences and Meetings	Transportation	County Highway	6/1/2026	119.72

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Cindy Martin	Conferences and Meetings	Transportation	County Highway	6/1/2026	60.00
Thomas B. Rickert	Conferences and Meetings	Transportation	County Highway	6/15/2026	41.50
JP Morgan Chase Bank, N.A.	Conferences and Meetings	Transportation	County Highway	6/15/2026	1,719.20
JP Morgan Chase Bank, N.A.	Conferences and Meetings	Transportation	County Highway	6/15/2026	288.96
JP Morgan Chase Bank, N.A.	Conferences and Meetings	Transportation	County Highway	6/15/2026	240.36
George Kandathil	Conferences and Meetings	Transportation	County Highway	6/15/2026	13.50
Heidi Files	Conferences and Meetings	Transportation	County Highway	6/29/2026	16.99
Thomas B. Rickert	Conferences and Meetings	Transportation	County Highway	6/29/2026	40.50
Heidi Lichtenberger	Conferences and Meetings	Transportation	County Highway	6/29/2026	53.82
JP Morgan Chase Bank, N.A.	Employee Training	Transportation	County Highway	6/15/2026	2,161.42
Ryan Rothecker	Employee Training	Transportation	County Highway	6/15/2026	53.69
Timothy R. Seyller	Employee Training	Transportation	County Highway	6/29/2026	76.45
Caden T. Einwich	Employee Training	Transportation	County Highway	6/29/2026	48.59
Candance Thomas	Employee Mileage Expense	Transportation	County Highway	6/1/2026	295.80
Doris A. Hohertz	Employee Mileage Expense	Transportation	County Highway	6/1/2026	273.40
Gretchen Hannah Klock	Employee Mileage Expense	Transportation	County Highway	6/1/2026	149.79
Cindy Martin	Employee Mileage Expense	Transportation	County Highway	6/1/2026	85.26
Kurt Nika	Employee Mileage Expense	Transportation	County Highway	6/15/2026	297.25
Thomas B. Rickert	Employee Mileage Expense	Transportation	County Highway	6/15/2026	311.02
Thomas B. Rickert	Employee Mileage Expense	Transportation	County Highway	6/29/2026	118.90
Gretchen Hannah Klock	Employee Mileage Expense	Transportation	County Highway	6/29/2026	57.57
Heidi Files	Employee Mileage Expense	Transportation	County Highway	6/29/2026	49.23
JP Morgan Chase Bank, N.A.	General Association Dues	Transportation	County Highway	6/15/2026	497.00
Zoro Tools, Inc. dba Zoro	Office Supplies	Transportation	County Highway	6/1/2026	31.69
Heidi Files	Office Supplies	Transportation	County Highway	6/15/2026	129.99
JP Morgan Chase Bank, N.A.	Office Supplies	Transportation	County Highway	6/15/2026	356.13
Sisler's Ice, Inc.	Office Supplies	Transportation	County Highway	6/15/2026	268.00
The Tree House, Inc.	Office Supplies	Transportation	County Highway	6/15/2026	542.45
Amazon Capital Services, Inc.	Office Supplies	Transportation	County Highway	6/15/2026	77.73
Amazon Capital Services, Inc.	Office Supplies	Transportation	County Highway	6/15/2026	58.69
Amazon Capital Services, Inc.	Office Supplies	Transportation	County Highway	6/15/2026	133.37
Amazon Capital Services, Inc.	Office Supplies	Transportation	County Highway	6/15/2026	23.99
Amazon Capital Services, Inc.	Office Supplies	Transportation	County Highway	6/15/2026	154.91
Amazon Capital Services, Inc.	Office Supplies	Transportation	County Highway	6/15/2026	14.53
Amazon Capital Services, Inc.	Office Supplies	Transportation	County Highway	6/15/2026	63.12
Amazon Capital Services, Inc.	Office Supplies	Transportation	County Highway	6/15/2026	63.07
Amazon Capital Services, Inc.	Office Supplies	Transportation	County Highway	6/15/2026	19.74
Amazon Capital Services, Inc.	Office Supplies	Transportation	County Highway	6/15/2026	33.76
Amazon Capital Services, Inc.	Office Supplies	Transportation	County Highway	6/29/2026	116.55
Amazon Capital Services, Inc.	Office Supplies	Transportation	County Highway	6/29/2026	95.56
Amazon Capital Services, Inc.	Office Supplies	Transportation	County Highway	6/29/2026	127.00
Amazon Capital Services, Inc.	Office Supplies	Transportation	County Highway	6/29/2026	159.66
Amazon Capital Services, Inc.	Office Supplies	Transportation	County Highway	6/29/2026	**(133.37)**
Municipal Marking Distributors, Inc.	Operating Supplies	Transportation	County Highway	6/1/2026	381.00
Zoro Tools, Inc. dba Zoro	Operating Supplies	Transportation	County Highway	6/1/2026	34.65
JP Morgan Chase Bank, N.A.	Operating Supplies	Transportation	County Highway	6/15/2026	201.36
Airgas North Central, Inc.	Operating Supplies	Transportation	County Highway	6/15/2026	73.65
Blackburn Manufacturing Company	Operating Supplies	Transportation	County Highway	6/15/2026	2,398.50
Cintas Corporation	Operating Supplies	Transportation	County Highway	6/15/2026	455.70
Cintas Corporation	Operating Supplies	Transportation	County Highway	6/15/2026	518.64
Cintas Corporation	Operating Supplies	Transportation	County Highway	6/29/2026	167.82
Zoro Tools, Inc. dba Zoro	Operating Supplies	Transportation	County Highway	6/29/2026	63.78
Zoro Tools, Inc. dba Zoro	Operating Supplies	Transportation	County Highway	6/29/2026	81.79
JP Morgan Chase Bank, N.A.	Books and Subscriptions	Transportation	County Highway	6/15/2026	109.95
JP Morgan Chase Bank, N.A.	Computer Software- Non Capital	Transportation	County Highway	6/15/2026	199.90
JP Morgan Chase Bank, N.A.	Computer Hardware- Non Capital	Transportation	County Highway	6/15/2026	449.97
Amazon Capital Services, Inc.	Computer Hardware- Non Capital	Transportation	County Highway	6/29/2026	1,064.82
Menards, Inc.	Buildings and Grounds Supplies	Transportation	County Highway	6/1/2026	116.22

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Amazon Capital Services, Inc.	Buildings and Grounds Supplies	Transportation	County Highway	6/15/2026	404.94
Amazon Capital Services, Inc.	Buildings and Grounds Supplies	Transportation	County Highway	6/15/2026	52.70
Amazon Capital Services, Inc.	Buildings and Grounds Supplies	Transportation	County Highway	6/15/2026	14.69
Grainger Inc	Buildings and Grounds Supplies	Transportation	County Highway	6/15/2026	123.30
JP Morgan Chase Bank, N.A.	Buildings and Grounds Supplies	Transportation	County Highway	6/15/2026	195.96
NAPCO Steel, Inc.	Buildings and Grounds Supplies	Transportation	County Highway	6/29/2026	312.00
Rondo Enterprises, Inc.	Buildings and Grounds Supplies	Transportation	County Highway	6/29/2026	10,000.00
Priority Products, Inc.	Sign Material	Transportation	County Highway	6/15/2026	401.08
Nicor Gas Company	Utilities- Natural Gas	Transportation	County Highway	6/1/2026	865.42
Nicor Gas Company	Utilities- Natural Gas	Transportation	County Highway	6/1/2026	610.07
Constellation NewEnergy-Gas Division, LLC	Utilities- Natural Gas	Transportation	County Highway	6/15/2026	1,247.26
Nicor Gas Company	Utilities- Natural Gas	Transportation	County Highway	6/29/2026	317.96
Nicor Gas Company	Utilities- Natural Gas	Transportation	County Highway	6/29/2026	316.75
ComEd	Utilities- Electric	Transportation	County Highway	6/1/2026	2,535.61
ComEd	Utilities- Electric	Transportation	County Highway	6/1/2026	210.49
ComEd	Utilities- Electric	Transportation	County Highway	6/15/2026	2,605.74
ComEd	Utilities- Electric	Transportation	County Highway	6/29/2026	156.71
CITY OF BATAVIA	Utilities- Intersect Lighting	Transportation	County Highway	6/1/2026	88.94
CITY OF BATAVIA	Utilities- Intersect Lighting	Transportation	County Highway	6/1/2026	115.06
CITY OF BATAVIA	Utilities- Intersect Lighting	Transportation	County Highway	6/1/2026	88.37
CITY OF BATAVIA	Utilities- Intersect Lighting	Transportation	County Highway	6/1/2026	106.29
CITY OF BATAVIA	Utilities- Intersect Lighting	Transportation	County Highway	6/1/2026	56.48
CITY OF BATAVIA	Utilities- Intersect Lighting	Transportation	County Highway	6/1/2026	112.80
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/1/2026	90.64
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/1/2026	20.70
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/1/2026	273.14
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/1/2026	226.19
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/1/2026	49.15
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/1/2026	47.09
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/1/2026	42.37
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/1/2026	78.56
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/1/2026	259.37
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/1/2026	58.47
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/1/2026	25.12
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/1/2026	45.17
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/1/2026	93.64
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/1/2026	38.76
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/1/2026	71.99
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/1/2026	23.13
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/1/2026	43.50
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/1/2026	113.19
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/15/2026	117.62
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/15/2026	75.85
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/15/2026	115.49
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/15/2026	45.31
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/15/2026	49.57
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/15/2026	50.34
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/15/2026	49.87
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/15/2026	52.45
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/15/2026	77.34
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/15/2026	24.28
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/15/2026	292.84
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/15/2026	222.34
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/15/2026	44.02
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/15/2026	60.26
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/15/2026	3,227.19
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/15/2026	22.00
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/15/2026	131.07

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/15/2026	2,685.10
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/15/2026	61.52
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/15/2026	47.92
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/15/2026	25.98
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/15/2026	3,291.06
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/15/2026	28.66
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/15/2026	68.35
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/15/2026	22.00
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/15/2026	278.06
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/15/2026	43.82
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/15/2026	108.13
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/15/2026	3,169.79
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/15/2026	60.91
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/15/2026	227.61
CITY OF BATAVIA	Utilities- Intersect Lighting	Transportation	County Highway	6/15/2026	86.73
CITY OF BATAVIA	Utilities- Intersect Lighting	Transportation	County Highway	6/15/2026	108.70
CITY OF BATAVIA	Utilities- Intersect Lighting	Transportation	County Highway	6/15/2026	93.20
CITY OF BATAVIA	Utilities- Intersect Lighting	Transportation	County Highway	6/15/2026	94.47
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/29/2026	83.14
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/29/2026	51.32
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/29/2026	27.22
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/29/2026	111.85
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/29/2026	99.35
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/29/2026	3,377.84
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/29/2026	48.95
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/29/2026	23.37
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/29/2026	22.00
Byrne Software Technologies, Inc.	Computer Software- Capital	Transportation	County Highway	6/15/2026	280.00
Byrne Software Technologies, Inc.	Computer Software- Capital	Transportation	County Highway	6/29/2026	490.00
Illinois Environmental Protection Agency	Road Construction	Transportation	County Highway	6/15/2026	6,105.33
Suburban Teamsters of Northern Illinois	Teamsters Contribution	Transportation	Motor Fuel Tax	6/15/2026	74,176.00
Union Pacific Railroad Company	Engineering Services	Transportation	Motor Fuel Tax	6/9/2026	51,920.00
BLA, Inc.	Engineering Services	Transportation	Motor Fuel Tax	6/15/2026	31,054.55
Christopher B. Burke Engineering, Ltd.	Engineering Services	Transportation	Motor Fuel Tax	6/15/2026	117,663.09
Union Pacific Railroad Company	Engineering Services	Transportation	Motor Fuel Tax	6/15/2026	910.13
Applied Pavement Technology, Inc.	Engineering Services	Transportation	Motor Fuel Local Option	6/1/2026	44,728.65
AECOM Technical Services, Inc.	Engineering Services	Transportation	Motor Fuel Local Option	6/15/2026	12,562.70
Applied Pavement Technology, Inc.	Engineering Services	Transportation	Motor Fuel Local Option	6/29/2026	70,428.35
Meade, Inc.	Repairs and Maint- Traffic Light	Transportation	Motor Fuel Local Option	6/1/2026	79,952.50
Meade, Inc.	Repairs and Maint- Traffic Light	Transportation	Motor Fuel Local Option	6/1/2026	80,432.05
Meade, Inc.	Repairs and Maint- Traffic Light	Transportation	Motor Fuel Local Option	6/1/2026	3,110.11
Meade, Inc.	Repairs and Maint- Traffic Light	Transportation	Motor Fuel Local Option	6/29/2026	3,209.30
Meade, Inc.	Repairs and Maint- Traffic Light	Transportation	Motor Fuel Local Option	6/29/2026	80,432.05
Meade, Inc.	Repairs and Maint- Traffic Light	Transportation	Motor Fuel Local Option	6/29/2026	9,836.75
HR GREEN Inc (formerly SEC GROUP Inc)	Bridge Inspection	Transportation	Motor Fuel Local Option	6/29/2026	59,534.63
HR GREEN Inc (formerly SEC GROUP Inc)	Bridge Inspection	Transportation	Motor Fuel Local Option	6/29/2026	59,515.05
Duke & Lee's Johnsons Garage and Towing, Inc.	Repairs and Maint- Vehicles	Transportation	Motor Fuel Local Option	6/15/2026	4,889.76
A Lamp Concrete Contractors, Inc.	Pavement Preservation	Transportation	Motor Fuel Local Option	6/1/2026	233,459.84
A Lamp Concrete Contractors, Inc.	Pavement Preservation	Transportation	Motor Fuel Local Option	6/29/2026	688,932.66
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	6/15/2026	283.42
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	6/15/2026	280.86
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	6/15/2026	295.66
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	6/15/2026	280.86
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	6/15/2026	280.86
A Discount T	Uniform Supplies	Transportation	Motor Fuel Local Option	6/15/2026	505.00
Amazon Capital Services, Inc.	Uniform Supplies	Transportation	Motor Fuel Local Option	6/29/2026	1,259.70
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	6/29/2026	280.87
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	6/29/2026	282.15

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Rondo Enterprises, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/1/2026	204.44
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/1/2026	243.60
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/1/2026	605.00
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/1/2026	144.84
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/1/2026	(706.12)
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/1/2026	(555.19)
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/1/2026	249.58
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/1/2026	(418.95)
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/1/2026	(372.40)
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/1/2026	400.00
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/1/2026	443.27
Brad Manning Ford, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/1/2026	347.54
Brad Manning Ford, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/1/2026	67.98
Conserv FS, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/1/2026	3,521.75
Patson, Inc. dba TransChicago Truck Group	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/1/2026	626.98
Patson, Inc. dba TransChicago Truck Group	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/1/2026	158.06
Patson, Inc. dba TransChicago Truck Group	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/1/2026	376.18
S&S Automotive, Inc dba Superior Sound	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/1/2026	183.00
Via Carlita, LLC dba Hawk Ford St. Charles	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/1/2026	200.16
Wholesale Direct, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/1/2026	574.04
FORCE America Distributing, LLC	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/1/2026	28.28
Genuine Parts Company dba NAPA Auto Parts	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	27.80
Genuine Parts Company dba NAPA Auto Parts	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	172.26
Genuine Parts Company dba NAPA Auto Parts	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	48.78
Genuine Parts Company dba NAPA Auto Parts	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	485.29
Genuine Parts Company dba NAPA Auto Parts	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	159.82
Genuine Parts Company dba NAPA Auto Parts	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	105.10
Genuine Parts Company dba NAPA Auto Parts	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	187.02
Genuine Parts Company dba NAPA Auto Parts	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	204.84
Genuine Parts Company dba NAPA Auto Parts	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	119.94
Genuine Parts Company dba NAPA Auto Parts	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	41.82
Genuine Parts Company dba NAPA Auto Parts	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	128.61
Genuine Parts Company dba NAPA Auto Parts	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	32.84
Genuine Parts Company dba NAPA Auto Parts	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	105.10
Genuine Parts Company dba NAPA Auto Parts	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	467.99
Genuine Parts Company dba NAPA Auto Parts	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	218.98
Genuine Parts Company dba NAPA Auto Parts	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	(102.50)
Genuine Parts Company dba NAPA Auto Parts	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	(160.28)
Wholesale Direct, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	194.70
JP Morgan Chase Bank, N.A.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	571.98
Via Carlita, LLC dba Hawk Ford St. Charles	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	37.50
Patson, Inc. dba TransChicago Truck Group	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	109.59
Amazon Capital Services, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	8.90
Amazon Capital Services, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	43.80
Amazon Capital Services, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	200.91
Amazon Capital Services, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	13.89
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	193.36
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	(365.40)
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	333.10
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	(105.82)
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	173.00
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	(106.40)
Patson, Inc. dba TransChicago Truck Group	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	153.40
Via Carlita, LLC dba Hawk Ford St. Charles	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	287.47
D&A Powertrain Components Inc dba Aurora Truck Ctr	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	4,877.54
FleetPride, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	132.27
FleetPride, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	332.85
FleetPride, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	103.27

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
FleetPride, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	216.76
CIT Trucks, LLC	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	86.39
Genuine Parts Company dba NAPA Auto Parts	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	20.64
Genuine Parts Company dba NAPA Auto Parts	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	92.66
Genuine Parts Company dba NAPA Auto Parts	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	9.83
Genuine Parts Company dba NAPA Auto Parts	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	33.52
Genuine Parts Company dba NAPA Auto Parts	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	194.82
Genuine Parts Company dba NAPA Auto Parts	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	340.17
Genuine Parts Company dba NAPA Auto Parts	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	791.12
Genuine Parts Company dba NAPA Auto Parts	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	97.96
Genuine Parts Company dba NAPA Auto Parts	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	97.56
Genuine Parts Company dba NAPA Auto Parts	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	**(127.17)**
Genuine Parts Company dba NAPA Auto Parts	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	150.05
Genuine Parts Company dba NAPA Auto Parts	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	17.32
Genuine Parts Company dba NAPA Auto Parts	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	88.12
Genuine Parts Company dba NAPA Auto Parts	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	94.05
Genuine Parts Company dba NAPA Auto Parts	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	47.34
Genuine Parts Company dba NAPA Auto Parts	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	201.51
Arends Hogan Walker, LLC (AHW LLC)	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/1/2026	138.43
Chicago Parts & Sound Enterprise	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/1/2026	189.98
Chicago Parts & Sound Enterprise	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/1/2026	968.20
West Side Tractor Sales	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/1/2026	1,105.24
West Side Tractor Sales	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/1/2026	**(285.12)**
Zoro Tools, Inc. dba Zoro	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/1/2026	37.80
Zoro Tools, Inc. dba Zoro	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/1/2026	93.48
Zoro Tools, Inc. dba Zoro	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/1/2026	87.56
DeKane Equipment Corp	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/1/2026	473.72
DeKane Equipment Corp	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/1/2026	440.16
NCH Corporation dba Certified Laboratories	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/1/2026	213.95
Keystone Automotive Industries, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/1/2026	706.45
McMaster-Carr Supply Co.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/1/2026	68.56
Vermeer Illinois, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/1/2026	425.61
Vermeer Illinois, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/1/2026	223.18
McMaster-Carr Supply Co.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	68.39
Keystone Automotive Industries, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	688.00
Lorchem Technologies, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	494.98
McCann Industries, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	101.93
Pomp's Tire Service, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	596.39
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	96.68
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	336.88
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	65.46
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	131.21
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	49.84
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	533.06
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	805.33
Ralph Helm, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	242.44
Ralph Helm, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	27.99
Ralph Helm, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	229.20
Ralph Helm, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	510.10
Ralph Helm, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	948.00
Ralph Helm, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	474.00
Genuine Parts Company dba NAPA Auto Parts	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	286.78
Genuine Parts Company dba NAPA Auto Parts	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	121.84
Genuine Parts Company dba NAPA Auto Parts	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	25.92
Genuine Parts Company dba NAPA Auto Parts	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	54.77
Genuine Parts Company dba NAPA Auto Parts	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	17.98
Genuine Parts Company dba NAPA Auto Parts	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	44.00
Genuine Parts Company dba NAPA Auto Parts	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	147.15

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Genuine Parts Company dba NAPA Auto Parts	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	57.40
Genuine Parts Company dba NAPA Auto Parts	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	30.97
Genuine Parts Company dba NAPA Auto Parts	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	61.94
Genuine Parts Company dba NAPA Auto Parts	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	10.48
Genuine Parts Company dba NAPA Auto Parts	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	35.96
Genuine Parts Company dba NAPA Auto Parts	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	39.80
Genuine Parts Company dba NAPA Auto Parts	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	57.31
Genuine Parts Company dba NAPA Auto Parts	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	**(98.38)**
Genuine Parts Company dba NAPA Auto Parts	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	**(219.18)**
Genuine Parts Company dba NAPA Auto Parts	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	**(14.85)**
Amazon Capital Services, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	45.03
Amazon Capital Services, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	224.59
Amazon Capital Services, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	259.07
Amazon Capital Services, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/15/2026	164.20
Amazon Capital Services, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	659.98
Amazon Capital Services, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	47.00
Amazon Capital Services, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	15.86
Amazon Capital Services, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	434.97
Conserv FS, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	288.41
1st Choice Vac Solutions / Rentals Plus	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	3,916.05
Genuine Parts Company dba NAPA Auto Parts	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	18.96
Genuine Parts Company dba NAPA Auto Parts	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	238.18
Midwest Paving Equipment, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	990.00
Vermeer Illinois, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	5,428.07
Zoro Tools, Inc. dba Zoro	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	81.94
Zoro Tools, Inc. dba Zoro	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	181.93
Zoro Tools, Inc. dba Zoro	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/29/2026	154.36
Genuine Parts Company dba NAPA Auto Parts	Tools	Transportation	Motor Fuel Local Option	6/15/2026	399.98
Genuine Parts Company dba NAPA Auto Parts	Tools	Transportation	Motor Fuel Local Option	6/15/2026	28.05
Zoro Tools, Inc. dba Zoro	Tools	Transportation	Motor Fuel Local Option	6/29/2026	33.55
Zoro Tools, Inc. dba Zoro	Tools	Transportation	Motor Fuel Local Option	6/29/2026	41.95
Zoro Tools, Inc. dba Zoro	Tools	Transportation	Motor Fuel Local Option	6/29/2026	33.55
Zoro Tools, Inc. dba Zoro	Tools	Transportation	Motor Fuel Local Option	6/29/2026	670.97
Cargill, Incorporated dba Salt, Road Safety	Rock Salt	Transportation	Motor Fuel Local Option	6/1/2026	2,396.42
Cargill, Incorporated dba Salt, Road Safety	Rock Salt	Transportation	Motor Fuel Local Option	6/1/2026	4,217.66
Cargill, Incorporated dba Salt, Road Safety	Rock Salt	Transportation	Motor Fuel Local Option	6/1/2026	11,047.55
Cargill, Incorporated dba Salt, Road Safety	Rock Salt	Transportation	Motor Fuel Local Option	6/1/2026	8,440.02
Welch Bros, Inc.	Road Material	Transportation	Motor Fuel Local Option	6/1/2026	**(229.60)**
Welch Bros, Inc.	Road Material	Transportation	Motor Fuel Local Option	6/1/2026	1,475.60
Zoro Tools, Inc. dba Zoro	Road Material	Transportation	Motor Fuel Local Option	6/1/2026	10.78
Menards, Inc.	Road Material	Transportation	Motor Fuel Local Option	6/1/2026	326.35
Menards, Inc.	Road Material	Transportation	Motor Fuel Local Option	6/1/2026	76.39
Menards, Inc.	Road Material	Transportation	Motor Fuel Local Option	6/1/2026	105.63
Menards, Inc.	Road Material	Transportation	Motor Fuel Local Option	6/1/2026	98.13
Builders Asphalt, LLC	Road Material	Transportation	Motor Fuel Local Option	6/15/2026	300.00
Builders Asphalt, LLC	Road Material	Transportation	Motor Fuel Local Option	6/15/2026	287.25
Conserv FS, Inc.	Road Material	Transportation	Motor Fuel Local Option	6/15/2026	780.00
Curran Contracting Company	Road Material	Transportation	Motor Fuel Local Option	6/15/2026	1,522.50
Lee Jensen Sales Co, Inc.	Road Material	Transportation	Motor Fuel Local Option	6/15/2026	98.00
RoadSafe Traffic Systems	Road Material	Transportation	Motor Fuel Local Option	6/29/2026	2,300.00
RoadSafe Traffic Systems	Road Material	Transportation	Motor Fuel Local Option	6/29/2026	2,700.00
JP Morgan Chase Bank, N.A.	Fuel- Vehicles	Transportation	Motor Fuel Local Option	6/15/2026	196.44
Midwest Trailer Manufacturing, LLC	Machinery and Equipment	Transportation	Motor Fuel Local Option	6/29/2026	58,227.34
Alfred Benesch & Company	Engineering Services	Transportation	Transportation Sales Tax	6/1/2026	1,515.74
Burns & McDonnell Engineering Co	Engineering Services	Transportation	Transportation Sales Tax	6/1/2026	38,482.08
Union Pacific Railroad Company	Engineering Services	Transportation	Transportation Sales Tax	6/1/2026	1,527.80
Union Pacific Railroad Company	Engineering Services	Transportation	Transportation Sales Tax	6/15/2026	3,972.07
Union Pacific Railroad Company	Engineering Services	Transportation	Transportation Sales Tax	6/15/2026	3,877.07

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Union Pacific Railroad Company	Engineering Services	Transportation	Transportation Sales Tax	6/15/2026	617.68
Atlas Technical Consultants, LLC	Engineering Services	Transportation	Transportation Sales Tax	6/15/2026	33,876.30
Atlas Technical Consultants, LLC	Engineering Services	Transportation	Transportation Sales Tax	6/15/2026	11,886.71
Atlas Technical Consultants, LLC	Engineering Services	Transportation	Transportation Sales Tax	6/15/2026	23,840.24
Atlas Technical Consultants, LLC	Engineering Services	Transportation	Transportation Sales Tax	6/15/2026	29,049.33
Crawford, Murphy & Tilly, Inc.	Engineering Services	Transportation	Transportation Sales Tax	6/29/2026	91,774.51
Alfred Benesch & Company	Engineering Services	Transportation	Transportation Sales Tax	6/29/2026	1,573.41
PACE Suburban Bus	External Grants	Transportation	Transportation Sales Tax	6/1/2026	132,910.98
PACE Suburban Bus	External Grants	Transportation	Transportation Sales Tax	6/1/2026	131,619.67
PACE Suburban Bus	External Grants	Transportation	Transportation Sales Tax	6/1/2026	125,851.29
PACE Suburban Bus	External Grants	Transportation	Transportation Sales Tax	6/29/2026	128,597.61
Copenhaver Construction, Inc.	Road Construction	Transportation	Transportation Sales Tax	6/1/2026	17,481.94
Helm Electric Facility Solutions, Inc.	Road Construction	Transportation	Transportation Sales Tax	6/1/2026	70,371.88
Chicago Title Company, LLC	Highway Right of Way	Transportation	Transportation Sales Tax	6/1/2026	115.00
Chicago Title Company, LLC	Highway Right of Way	Transportation	Transportation Sales Tax	6/1/2026	290.00
Chicago Title Company, LLC	Highway Right of Way	Transportation	Transportation Sales Tax	6/1/2026	313.00
Chicago Title Company, LLC	Highway Right of Way	Transportation	Transportation Sales Tax	6/1/2026	313.00
Chicago Title Company, LLC	Highway Right of Way	Transportation	Transportation Sales Tax	6/1/2026	313.00
Chicago Title Company, LLC	Highway Right of Way	Transportation	Transportation Sales Tax	6/1/2026	763.00
Chicago Title Company, LLC	Highway Right of Way	Transportation	Transportation Sales Tax	6/1/2026	313.00
Chicago Title Company, LLC	Highway Right of Way	Transportation	Transportation Sales Tax	6/1/2026	313.00
Chicago Title Company, LLC	Highway Right of Way	Transportation	Transportation Sales Tax	6/1/2026	313.00
Chicago Title Company, LLC	Highway Right of Way	Transportation	Transportation Sales Tax	6/1/2026	313.00
Chicago Title Company, LLC	Highway Right of Way	Transportation	Transportation Sales Tax	6/1/2026	155.00
Chicago Title Company, LLC	Highway Right of Way	Transportation	Transportation Sales Tax	6/1/2026	50.00
Mary Ellen Wiese	Highway Right of Way	Transportation	Transportation Sales Tax	6/1/2026	1,750.00
Lynette M. Doty	Highway Right of Way	Transportation	Transportation Sales Tax	6/1/2026	1,750.00
James M. Goff	Highway Right of Way	Transportation	Transportation Sales Tax	6/15/2026	7,900.00
Victoria Goff	Highway Right of Way	Transportation	Transportation Sales Tax	6/15/2026	9,200.00
Chicago Title Company, LLC	Highway Right of Way	Transportation	Transportation Sales Tax	6/15/2026	50.00
T Engineering Services, LTD	Highway Right of Way	Transportation	Transportation Sales Tax	6/29/2026	4,000.00
T Engineering Services, LTD	Highway Right of Way	Transportation	Transportation Sales Tax	6/29/2026	6,800.00
Robert Half, Inc.	Contractual/Consulting Services	Health	County Health	6/1/2026	2,488.32
Robert Half, Inc.	Contractual/Consulting Services	Health	County Health	6/1/2026	1,133.12
Robert Half, Inc.	Contractual/Consulting Services	Health	County Health	6/1/2026	2,764.80
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Health	County Health	6/1/2026	966.00
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Health	County Health	6/1/2026	966.00
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Health	County Health	6/1/2026	966.00
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Health	County Health	6/15/2026	579.60
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Health	County Health	6/15/2026	966.00
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Health	County Health	6/15/2026	966.00
Robert Half, Inc.	Contractual/Consulting Services	Health	County Health	6/15/2026	2,211.84
Jennifer Austin-Smith	Contractual/Consulting Services	Health	County Health	6/15/2026	50.00
Propio LS, LLC	Contractual/Consulting Services	Health	County Health	6/15/2026	917.04
Propio LS, LLC	Contractual/Consulting Services	Health	County Health	6/15/2026	75.00
Propio LS, LLC	Contractual/Consulting Services	Health	County Health	6/15/2026	75.00
Jennifer Austin-Smith	Contractual/Consulting Services	Health	County Health	6/29/2026	50.00
Robert Half, Inc.	Contractual/Consulting Services	Health	County Health	6/29/2026	2,211.84
Robert Half, Inc.	Contractual/Consulting Services	Health	County Health	6/29/2026	2,764.80
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Health	County Health	6/29/2026	772.80
MedPro Waste Disposal, LLC	Disposal and Water Softener Srvs	Health	County Health	6/15/2026	72.31
Stericycle, Inc.	Disposal and Water Softener Srvs	Health	County Health	6/29/2026	284.15
Eco Clean Maintenance, Inc.	Janitorial Services	Health	County Health	6/1/2026	2,532.00
Patten Industries Power Dry of Chicago dba Chicago Water & Fire Rest	Repairs and Maint- Buildings	Health	County Health	6/1/2026	5,813.59
CTS of Illinois, Inc.	Repairs and Maint- Buildings	Health	County Health	6/15/2026	210.00
Impact Networking, LLC	Repairs and Maint- Office Equip	Health	County Health	6/1/2026	145.20
Toshiba America Business Solutions, Inc	Repairs and Maint- Office Equip	Health	County Health	6/1/2026	25.63
Toshiba America Business Solutions, Inc	Repairs and Maint- Office Equip	Health	County Health	6/1/2026	854.90

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Toshiba America Business Solutions, Inc	Repairs and Maint- Office Equip	Health	County Health	6/1/2026	126.29
Toshiba America Business Solutions, Inc	Repairs and Maint- Office Equip	Health	County Health	6/1/2026	7.27
Toshiba America Business Solutions, Inc	Repairs and Maint- Office Equip	Health	County Health	6/15/2026	66.44
Toshiba America Business Solutions, Inc	Repairs and Maint- Office Equip	Health	County Health	6/15/2026	4.49
Impact Networking, LLC	Repairs and Maint- Office Equip	Health	County Health	6/15/2026	343.20
Gordon Flesch Company, Inc.	Repairs and Maint- Office Equip	Health	County Health	6/15/2026	279.00
Impact Networking, LLC	Repairs and Maint- Office Equip	Health	County Health	6/29/2026	145.20
Toshiba America Business Solutions, Inc	Repairs and Maint- Office Equip	Health	County Health	6/29/2026	82.90
Toshiba America Business Solutions, Inc	Repairs and Maint- Office Equip	Health	County Health	6/29/2026	32.81
Toshiba America Business Solutions, Inc	Repairs and Maint- Office Equip	Health	County Health	6/29/2026	47.61
Toshiba America Business Solutions, Inc	Repairs and Maint- Office Equip	Health	County Health	6/29/2026	19.01
Marvin E. Lindsey	Employee Training	Health	County Health	6/1/2026	400.00
Marvin E. Lindsey	Employee Training	Health	County Health	6/29/2026	400.00
JP Morgan Chase Bank, N.A.	Employee Mileage Expense	Health	County Health	6/15/2026	40.00
JP Morgan Chase Bank, N.A.	Office Supplies	Health	County Health	6/15/2026	60.00
Amazon Capital Services, Inc.	Office Supplies	Health	County Health	6/29/2026	406.56
Amazon Capital Services, Inc.	Operating Supplies	Health	County Health	6/1/2026	56.10
Uline	Operating Supplies	Health	County Health	6/1/2026	1,010.12
JP Morgan Chase Bank, N.A.	Operating Supplies	Health	County Health	6/15/2026	44.00
Amazon Capital Services, Inc.	Operating Supplies	Health	County Health	6/29/2026	136.94
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	Health	County Health	6/29/2026	103.96
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	Health	County Health	6/29/2026	47.98
JP Morgan Chase Bank, N.A.	Books and Subscriptions	Health	County Health	6/15/2026	1,030.00
Feece Oil Company	Fuel- Vehicles	Health	County Health	6/1/2026	17.99
Feece Oil Company	Fuel- Vehicles	Health	County Health	6/1/2026	18.76
Feece Oil Company	Fuel- Vehicles	Health	County Health	6/1/2026	14.82
Feece Oil Company	Fuel- Vehicles	Health	County Health	6/1/2026	20.94
Feece Oil Company	Fuel- Vehicles	Health	County Health	6/1/2026	23.44
Feece Oil Company	Fuel- Vehicles	Health	County Health	6/1/2026	28.78
Feece Oil Company	Fuel- Vehicles	Health	County Health	6/1/2026	29.60
Feece Oil Company	Fuel- Vehicles	Health	County Health	6/1/2026	33.54
Feece Oil Company	Fuel- Vehicles	Health	County Health	6/1/2026	41.05
Feece Oil Company	Fuel- Vehicles	Health	County Health	6/1/2026	28.39
Feece Oil Company	Fuel- Vehicles	Health	County Health	6/1/2026	29.87
Feece Oil Company	Fuel- Vehicles	Health	County Health	6/1/2026	44.21
Feece Oil Company	Fuel- Vehicles	Health	County Health	6/1/2026	24.55
Feece Oil Company	Fuel- Vehicles	Health	County Health	6/1/2026	37.87
Feece Oil Company	Fuel- Vehicles	Health	County Health	6/1/2026	24.39
Feece Oil Company	Fuel- Vehicles	Health	County Health	6/1/2026	33.60
Feece Oil Company	Fuel- Vehicles	Health	County Health	6/15/2026	119.54
Feece Oil Company	Fuel- Vehicles	Health	County Health	6/15/2026	30.23
Feece Oil Company	Fuel- Vehicles	Health	County Health	6/15/2026	70.25
WEX Bank	Fuel- Vehicles	Health	County Health	6/15/2026	107.27
Feece Oil Company	Fuel- Vehicles	Health	County Health	6/29/2026	23.87
Feece Oil Company	Fuel- Vehicles	Health	County Health	6/29/2026	66.20
Feece Oil Company	Fuel- Vehicles	Health	County Health	6/29/2026	66.26
Feece Oil Company	Fuel- Vehicles	Health	County Health	6/29/2026	24.42
Wight & Company	Building Improvements	Health	County Health	6/15/2026	39,000.00
Wight & Company	Building Improvements	Health	County Health	6/29/2026	75,618.51
Carahsoft Technology Corporation	Contractual/Consulting Services	Health	County Health	6/29/2026	5,400.00
Knowledge Capital Alliance, Inc.	Software Licensing Cost	Health	County Health	6/1/2026	5,500.00
JP Morgan Chase Bank, N.A.	Conferences and Meetings	Health	County Health	6/15/2026	450.00
JP Morgan Chase Bank, N.A.	Books and Subscriptions	Health	County Health	6/15/2026	259.95
Mary J. Rivera	Employee Mileage Expense	Health	County Health	6/15/2026	4.20
St. Charles Park District	Contractual/Consulting Services	Health	County Health	6/1/2026	720.00
Amazon Capital Services, Inc.	Contractual/Consulting Services	Health	County Health	6/1/2026	547.47
Bridging The Gap of Aurora, Inc.	Contractual/Consulting Services	Health	County Health	6/1/2026	4,000.00
JP Morgan Chase Bank, N.A.	Contractual/Consulting Services	Health	County Health	6/15/2026	2,985.00

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Reelcreative, LLC	Contractual/Consulting Services	Health	County Health	6/15/2026	12,000.00
Shaw Suburban Media dba Shaw Media	Contractual/Consulting Services	Health	County Health	6/29/2026	6,000.00
Liliana L. Peterson	Employee Mileage Expense	Health	County Health	6/1/2026	55.17
Liliana L. Peterson	Employee Mileage Expense	Health	County Health	6/1/2026	106.72
Liliana L. Peterson	Employee Mileage Expense	Health	County Health	6/15/2026	36.18
Liliana L. Peterson	Employee Mileage Expense	Health	County Health	6/29/2026	8.27
JP Morgan Chase Bank, N.A.	General Association Dues	Health	County Health	6/15/2026	1,550.43
Amazon Capital Services, Inc.	Operating Supplies	Health	County Health	6/1/2026	4,984.69
4Imprint, Inc.	Operating Supplies	Health	County Health	6/15/2026	9,835.03
Arizay Guzman	Employee Mileage Expense	Health	County Health	6/15/2026	10.95
Spar Innovations, LLC	Operating Supplies	Health	County Health	6/1/2026	2,786.72
JP Morgan Chase Bank, N.A.	Operating Supplies	Health	County Health	6/15/2026	2,820.87
Grainger Inc	Operating Supplies	Health	County Health	6/29/2026	3,366.69
Amazon Capital Services, Inc.	Contractual/Consulting Services	Health	County Health	6/15/2026	48.98
Amazon Capital Services, Inc.	Contractual/Consulting Services	Health	County Health	6/15/2026	234.08
Amazon Capital Services, Inc.	Contractual/Consulting Services	Health	County Health	6/15/2026	464.16
Amazon Capital Services, Inc.	Contractual/Consulting Services	Health	County Health	6/15/2026	162.79
Nisela A. Bermudez Wilhelm	Contractual/Consulting Services	Health	County Health	6/15/2026	500.00
Abigail M. Duor	Contractual/Consulting Services	Health	County Health	6/15/2026	500.00
Lilia Lopez	Contractual/Consulting Services	Health	County Health	6/15/2026	92.50
Deneb Miriam Marin Vasquez	Contractual/Consulting Services	Health	County Health	6/15/2026	500.00
Silvia Yolanda Martinez	Contractual/Consulting Services	Health	County Health	6/15/2026	500.00
Maria Leticia Ornelas	Contractual/Consulting Services	Health	County Health	6/15/2026	92.50
Nelly Paredes	Contractual/Consulting Services	Health	County Health	6/15/2026	500.00
Roskuszka & Sons dba Wallys Printing	Contractual/Consulting Services	Health	County Health	6/15/2026	1,074.00
Tykayla Taylor	Contractual/Consulting Services	Health	County Health	6/15/2026	500.00
Cindy Rodriguez	Employee Mileage Expense	Health	County Health	6/1/2026	64.38
Cindy Rodriguez	Employee Mileage Expense	Health	County Health	6/15/2026	22.91
Lorena Nunez	Employee Mileage Expense	Health	County Health	6/15/2026	92.58
Lorena Nunez	Employee Mileage Expense	Health	County Health	6/15/2026	39.08
Lorena Nunez	Employee Mileage Expense	Health	County Health	6/29/2026	152.28
Cindy Rodriguez	Employee Mileage Expense	Health	County Health	6/29/2026	260.92
Amazon Capital Services, Inc.	Operating Supplies	Health	County Health	6/15/2026	274.34
Clarke Mosquito Control Products, Inc.	Operating Supplies	Health	County Health	6/15/2026	20,024.18
JP Morgan Chase Bank, N.A.	Operating Supplies	Health	County Health	6/15/2026	893.00
Uline	Operating Supplies	Health	County Health	6/29/2026	3,220.27
Clarke Mosquito Control Products, Inc.	Operating Supplies	Health	County Health	6/29/2026	9,501.20
Chicago Communications, LLC	Contractual/Consulting Services	Health	County Health	6/15/2026	120.00
General Medical Devices, Inc dba AED Professionals	Operating Supplies	Health	County Health	6/1/2026	1,190.00
Grainger Inc	Operating Supplies	Health	County Health	6/1/2026	718.05
Grainger Inc	Operating Supplies	Health	County Health	6/1/2026	2,531.25
Grainger Inc	Operating Supplies	Health	County Health	6/1/2026	835.44
Amazon Capital Services, Inc.	Operating Supplies	Health	County Health	6/1/2026	473.70
Amazon Capital Services, Inc.	Operating Supplies	Health	County Health	6/15/2026	523.06
Amazon Capital Services, Inc.	Operating Supplies	Health	County Health	6/29/2026	902.30
Amazon Capital Services, Inc.	Operating Supplies	Health	County Health	6/29/2026	223.93
CPR Savers & First Aid Supply	Operating Supplies	Health	County Health	6/29/2026	2,500.00
Geneva Park District	Contractual/Consulting Services	Health	County Health	6/1/2026	252.50
JP Morgan Chase Bank, N.A.	Conferences and Meetings	Health	County Health	6/15/2026	(150.00)
JP Morgan Chase Bank, N.A.	Employee Training	Health	County Health	6/15/2026	417.24
Once Upon Some Messy Fun, LLC	Employee Training	Health	County Health	6/15/2026	750.00
4Imprint, Inc.	Operating Supplies	Health	County Health	6/1/2026	993.41
Accurate Repro, Inc.	Operating Supplies	Health	County Health	6/1/2026	2,657.80
Amazon Capital Services, Inc.	Operating Supplies	Health	County Health	6/1/2026	299.96
Amazon Capital Services, Inc.	Operating Supplies	Health	County Health	6/1/2026	139.99
Arch Printing, Inc.	Operating Supplies	Health	County Health	6/1/2026	320.00
JP Morgan Chase Bank, N.A.	Operating Supplies	Health	County Health	6/15/2026	4,463.43
Roskuszka & Sons dba Wallys Printing	Operating Supplies	Health	County Health	6/15/2026	296.00

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Roskuszka & Sons dba Wallys Printing	Operating Supplies	Health	County Health	6/29/2026	368.00
Arch Printing, Inc.	Operating Supplies	Health	County Health	6/29/2026	45.00
Insight Public Sector, Inc.	Operating Supplies	Health	County Health	6/1/2026	184.00
JP Morgan Chase Bank, N.A.	Operating Supplies	Health	County Health	6/15/2026	5,612.61
Nicole Evans	Employee Mileage Expense	Health	County Health	6/1/2026	115.49
Jasmine Navarro	Employee Mileage Expense	Health	County Health	6/1/2026	59.38
Jasmine Navarro	Employee Mileage Expense	Health	County Health	6/1/2026	53.36
Shivani V. Patel	Employee Mileage Expense	Health	County Health	6/1/2026	173.42
Mary J. Rivera	Employee Mileage Expense	Health	County Health	6/1/2026	223.74
Jennifer Schelstreet	Employee Mileage Expense	Health	County Health	6/1/2026	120.86
William Thwaits	Employee Mileage Expense	Health	County Health	6/1/2026	46.91
Lily Vo	Employee Mileage Expense	Health	County Health	6/1/2026	32.41
Nicholas Wall	Employee Mileage Expense	Health	County Health	6/1/2026	191.62
Mary J. Rivera	Employee Mileage Expense	Health	County Health	6/15/2026	179.15
Shivani V. Patel	Employee Mileage Expense	Health	County Health	6/15/2026	269.70
Nicole Evans	Employee Mileage Expense	Health	County Health	6/15/2026	200.40
Adam Brill	Employee Mileage Expense	Health	County Health	6/15/2026	314.80
Nicole Evans	Employee Mileage Expense	Health	County Health	6/29/2026	47.34
Neal Molnar	Employee Mileage Expense	Health	County Health	6/29/2026	42.85
Jasmine Navarro	Employee Mileage Expense	Health	County Health	6/29/2026	24.01
Elizabeth Nunez	Employee Mileage Expense	Health	County Health	6/29/2026	43.21
Shivani V. Patel	Employee Mileage Expense	Health	County Health	6/29/2026	155.66
Mary J. Rivera	Employee Mileage Expense	Health	County Health	6/29/2026	201.62
Noelle Salazar	Employee Mileage Expense	Health	County Health	6/29/2026	24.85
Nicholas Wall	Employee Mileage Expense	Health	County Health	6/29/2026	115.42
William Thwaits	Employee Mileage Expense	Health	County Health	6/29/2026	16.02
Jennifer Schelstreet	Employee Mileage Expense	Health	County Health	6/29/2026	139.49
Batavia Instant Print Inc	Operating Supplies	Health	County Health	6/29/2026	990.15
Mitchell & McCormick, Inc	Contractual/Consulting Services	Health	County Health	6/15/2026	450.00
Mitchell & McCormick, Inc	Contractual/Consulting Services	Health	County Health	6/15/2026	450.00
JP Morgan Chase Bank, N.A.	Conferences and Meetings	Health	County Health	6/15/2026	80.00
DuPage Federation on Human Services Reform	Conferences and Meetings	Health	County Health	6/29/2026	725.00
Kristina Brown	General Association Dues	Health	County Health	6/1/2026	81.80
Annette Julien	General Association Dues	Health	County Health	6/1/2026	81.80
Lyza Victoria S. Sumayo	General Association Dues	Health	County Health	6/1/2026	81.80
Amazon Capital Services, Inc.	Office Supplies	Health	County Health	6/15/2026	249.00
Mozart Holdings, LP dba Medline Industries, LP	Office Supplies	Health	County Health	6/15/2026	453.75
Insight Public Sector, Inc.	Operating Supplies	Health	County Health	6/15/2026	525.00
Mozart Holdings, LP dba Medline Industries, LP	Medical Supplies and Drugs	Health	County Health	6/15/2026	555.97
Midwest Environmental Consulting Services, Inc.	Contractual/Consulting Services	Health	County Health	6/15/2026	2,400.00
County of Winnebago	Contractual/Consulting Services	Health	County Health	6/29/2026	876.00
JP Morgan Chase Bank, N.A.	Lab Services	Health	County Health	6/15/2026	182.00
Amazon Capital Services, Inc.	Medical Supplies and Drugs	Health	County Health	6/1/2026	75.68
Cardinal Health, Inc. dba Cardinal Health 110, LLC	Medical Supplies and Drugs	Health	County Health	6/15/2026	849.72
Cardinal Health, Inc. dba Cardinal Health 110, LLC	Medical Supplies and Drugs	Health	County Health	6/15/2026	13.05
Nelly Paredes	Contractual/Consulting Services	Health	County Health	6/1/2026	460.00
Edith Pelcastre	Contractual/Consulting Services	Health	County Health	6/1/2026	460.00
Sendy Vazquez Rios	Contractual/Consulting Services	Health	County Health	6/1/2026	368.00
Erika Araceli Rivera Rodriguez	Contractual/Consulting Services	Health	County Health	6/1/2026	368.00
Berenice Tapia Mira	Contractual/Consulting Services	Health	County Health	6/1/2026	368.00
Ana Ruth Umana Calderon	Contractual/Consulting Services	Health	County Health	6/1/2026	460.00
Zor Zapata Facepainting, LLC	Contractual/Consulting Services	Health	County Health	6/1/2026	368.00
Teresa Banda	Contractual/Consulting Services	Health	County Health	6/1/2026	368.00
Nisela A. Bermudez Wilhelm	Contractual/Consulting Services	Health	County Health	6/1/2026	276.00
Maria I. Gamino	Contractual/Consulting Services	Health	County Health	6/1/2026	368.00
Maribel Gonzalez	Contractual/Consulting Services	Health	County Health	6/1/2026	368.00
Lucila Lopez Parra	Contractual/Consulting Services	Health	County Health	6/1/2026	368.00
Marisol Luna	Contractual/Consulting Services	Health	County Health	6/1/2026	368.00

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Deneb Miriam Marin Vasquez	Contractual/Consulting Services	Health	County Health	6/1/2026	460.00
Silvia Yolanda Martinez	Contractual/Consulting Services	Health	County Health	6/1/2026	368.00
Yesenia Mendoza	Contractual/Consulting Services	Health	County Health	6/1/2026	460.00
Liliana Olayo	Contractual/Consulting Services	Health	County Health	6/1/2026	414.00
Liliana Olayo	Contractual/Consulting Services	Health	County Health	6/29/2026	414.00
Yesenia Mendoza	Contractual/Consulting Services	Health	County Health	6/29/2026	368.00
Silvia Yolanda Martinez	Contractual/Consulting Services	Health	County Health	6/29/2026	460.00
Deneb Miriam Marin Vasquez	Contractual/Consulting Services	Health	County Health	6/29/2026	368.00
Marisol Luna	Contractual/Consulting Services	Health	County Health	6/29/2026	368.00
Lucila Lopez Parra	Contractual/Consulting Services	Health	County Health	6/29/2026	460.00
Maribel Gonzalez	Contractual/Consulting Services	Health	County Health	6/29/2026	368.00
Maria I. Gamino	Contractual/Consulting Services	Health	County Health	6/29/2026	402.50
Nisela A. Bermudez Wilhelm	Contractual/Consulting Services	Health	County Health	6/29/2026	460.00
Teresa Banda	Contractual/Consulting Services	Health	County Health	6/29/2026	368.00
Zor Zapata Facepainting, LLC	Contractual/Consulting Services	Health	County Health	6/29/2026	368.00
Ana Ruth Umana Calderon	Contractual/Consulting Services	Health	County Health	6/29/2026	368.00
Berenice Tapia Mira	Contractual/Consulting Services	Health	County Health	6/29/2026	368.00
Erika Araceli Rivera Rodriguez	Contractual/Consulting Services	Health	County Health	6/29/2026	460.00
Sendy Vazquez Rios	Contractual/Consulting Services	Health	County Health	6/29/2026	368.00
Edith Pelcastre	Contractual/Consulting Services	Health	County Health	6/29/2026	460.00
Nelly Paredes	Contractual/Consulting Services	Health	County Health	6/29/2026	460.00
Roskuszka & Sons dba Wallys Printing	Contractual/Consulting Services	Health	County Health	6/1/2026	184.00
Sharon Cabrera	Employee Mileage Expense	Health	County Health	6/15/2026	97.37
Sharon Cabrera	Employee Mileage Expense	Health	County Health	6/29/2026	130.86
Dean Lampkin	Employee Mileage Expense	Health	County Health	6/29/2026	132.46
JP Morgan Chase Bank, N.A.	Employee Training	Health	County Health	6/15/2026	399.00
Valley Industrial Association	Employee Training	Health	County Health	6/29/2026	2,000.00
Valley Industrial Association	Employee Training	Health	County Health	6/29/2026	500.00
Cheryl Kane	Employee Mileage Expense	Health	County Health	6/1/2026	34.15
JP Morgan Chase Bank, N.A.	Employee Training	Health	County Health	6/15/2026	25.00
Association for Professionals in Infection Control	Employee Training	Health	County Health	6/29/2026	7,659.69
Apryll M. Elliott	Employee Mileage Expense	Health	County Health	6/29/2026	595.66
Sarwar Mahmood	Employee Mileage Expense	Health	County Health	6/29/2026	62.28
Amazon Capital Services, Inc.	Operating Supplies	Health	County Health	6/1/2026	640.29
Amazon Capital Services, Inc.	Operating Supplies	Health	County Health	6/15/2026	89.40
Amazon Capital Services, Inc.	Operating Supplies	Health	County Health	6/15/2026	135.84
Amazon Capital Services, Inc.	Operating Supplies	Health	County Health	6/15/2026	33.69
Amazon Capital Services, Inc.	Operating Supplies	Health	County Health	6/15/2026	407.44
JP Morgan Chase Bank, N.A.	Operating Supplies	Health	County Health	6/15/2026	532.28
4Imprint, Inc.	Operating Supplies	Health	County Health	6/15/2026	732.92
Warehouse Direct, Inc.	Operating Supplies	Health	County Health	6/29/2026	1,074.00
Erin T. Gasim	Employee Mileage Expense	Health	County Health	6/15/2026	59.91
Susan R. Mrazek	Employee Mileage Expense	Health	County Health	6/15/2026	89.48
Susan R. Mrazek	Employee Mileage Expense	Health	County Health	6/15/2026	174.90
Susan R. Mrazek	Employee Mileage Expense	Health	County Health	6/15/2026	55.57
Susan R. Mrazek	Employee Mileage Expense	Health	County Health	6/29/2026	29.01
Amazon Capital Services, Inc.	Operating Supplies	Health	County Health	6/15/2026	1,525.48
La Voz de Esperanza	Contractual/Consulting Services	Health	County Health	6/29/2026	10,252.23
Reuland Food Service, Inc.	Operating Supplies	Health	County Health	6/15/2026	127.50
Amazon Capital Services, Inc.	Operating Supplies	Health	Kane Kares	6/29/2026	273.91
Nicolette M. Hearnden	Employee Training	Health	Kane Kares	6/1/2026	10.00
Lisa Bloom	Employee Training	Health	Kane Kares	6/29/2026	35.00
Kristina Brown	Employee Mileage Expense	Health	Kane Kares	6/1/2026	38.72
Kristina Brown	Employee Mileage Expense	Health	Kane Kares	6/1/2026	34.51
Nicolette M. Hearnden	Employee Mileage Expense	Health	Kane Kares	6/1/2026	19.94
Kristina Brown	Employee Mileage Expense	Health	Kane Kares	6/15/2026	46.98
Fabiola Lopez	Employee Mileage Expense	Health	Kane Kares	6/29/2026	208.15
Fabiola Lopez	Employee Mileage Expense	Health	Kane Kares	6/29/2026	157.18

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Fabiola Lopez	Employee Mileage Expense	Health	Kane Kares	6/29/2026	115.42
Amazon Capital Services, Inc.	Operating Supplies	Health	Kane Kares	6/1/2026	95.30
Amazon Capital Services, Inc.	Operating Supplies	Health	Kane Kares	6/1/2026	752.19
Amazon Capital Services, Inc.	Operating Supplies	Health	Kane Kares	6/1/2026	18.99
Amazon Capital Services, Inc.	Operating Supplies	Health	Kane Kares	6/15/2026	1,745.36
Amazon Capital Services, Inc.	Operating Supplies	Health	Kane Kares	6/15/2026	264.29
Weingart Design dba Noodle Soup	Operating Supplies	Health	Kane Kares	6/15/2026	290.79
Amazon Capital Services, Inc.	Operating Supplies	Health	Kane Kares	6/29/2026	15.19
Amazon Capital Services, Inc.	Operating Supplies	Health	Kane Kares	6/29/2026	17.95
Amazon Capital Services, Inc.	Operating Supplies	Health	Kane Kares	6/29/2026	448.94
Amazon Capital Services, Inc.	Operating Supplies	Health	Kane Kares	6/29/2026	166.85
Amazon Capital Services, Inc.	Operating Supplies	Health	Kane Kares	6/29/2026	1,308.80
Tamara Livingston dba T.S. Livingston, Inc.	Contractual/Consulting Services	Health	Kane Kares	6/1/2026	2,200.00
Tamara Livingston dba T.S. Livingston, Inc.	Contractual/Consulting Services	Health	Kane Kares	6/29/2026	1,800.00
Isabel Garcia	Employee Mileage Expense	Health	Kane Kares	6/1/2026	33.35
Lisa Bloom	Employee Training	Health	Kane Kares	6/1/2026	10.00
Lisa Bloom	Employee Mileage Expense	Health	Kane Kares	6/1/2026	18.71
Lisa Bloom	Employee Mileage Expense	Health	Kane Kares	6/1/2026	56.55
Lisa Bloom	Employee Mileage Expense	Health	Kane Kares	6/29/2026	20.23
Community Crisis Center, Inc.	Contractual/Consulting Services	Health	American Rescue Plan	6/1/2026	5,936.65
Family Service Association of Greater Elgin Area	Contractual/Consulting Services	Health	American Rescue Plan	6/1/2026	77,724.97
Family Service Association of Greater Elgin Area	Contractual/Consulting Services	Health	American Rescue Plan	6/1/2026	5,494.99
VNA Health Care (Visiting Nurse Assn Fox Valley)	Contractual/Consulting Services	Health	American Rescue Plan	6/1/2026	1,695.12
Well Child Conference of Elgin dba Well Child Cent	Contractual/Consulting Services	Health	American Rescue Plan	6/1/2026	9,339.53
Federacion de Clubes Michoacanos en Illinois	Contractual/Consulting Services	Health	American Rescue Plan	6/1/2026	52,982.56
Bianca Gonzalez	Contractual/Consulting Services	Health	American Rescue Plan	6/1/2026	375.50
Bianca Gonzalez	Contractual/Consulting Services	Health	American Rescue Plan	6/1/2026	123.75
Mid-Valley Special Education Cooperative	Contractual/Consulting Services	Health	American Rescue Plan	6/1/2026	2,800.00
Mutual Ground, Inc.	Contractual/Consulting Services	Health	American Rescue Plan	6/1/2026	4,166.12
Jasculca Terman Strategic Communications	Contractual/Consulting Services	Health	American Rescue Plan	6/1/2026	2,865.00
Northern Illinois Food Bank	Contractual/Consulting Services	Health	American Rescue Plan	6/1/2026	2,498.20
Suicide Prevention Services	Contractual/Consulting Services	Health	American Rescue Plan	6/1/2026	17,991.66
Family Guidance Centers, Inc.	Contractual/Consulting Services	Health	American Rescue Plan	6/15/2026	7,575.33
Public Action to Deliver Shelter dba Hesed House	Contractual/Consulting Services	Health	American Rescue Plan	6/15/2026	22,928.63
Volunteers of America of Illinois	Contractual/Consulting Services	Health	American Rescue Plan	6/15/2026	8,868.83
TriCity Family Services	Contractual/Consulting Services	Health	American Rescue Plan	6/15/2026	36,763.88
Two Rivers Head Start Agency	Contractual/Consulting Services	Health	American Rescue Plan	6/15/2026	3,062.42
Family Service Association of Greater Elgin Area	Contractual/Consulting Services	Health	American Rescue Plan	6/15/2026	2,665.95
Enriching Partnerships for Early Learning	Contractual/Consulting Services	Health	American Rescue Plan	6/15/2026	9,258.80
Enriching Partnerships for Early Learning	Contractual/Consulting Services	Health	American Rescue Plan	6/29/2026	18,068.85
Community Crisis Center, Inc.	Contractual/Consulting Services	Health	American Rescue Plan	6/29/2026	5,573.42
Aurora Area Interfaith Food Pantry	Contractual/Consulting Services	Health	American Rescue Plan	6/29/2026	2,669.82
Well Child Conference of Elgin dba Well Child Cent	Contractual/Consulting Services	Health	American Rescue Plan	6/29/2026	7,007.33
World Relief Corporation	Contractual/Consulting Services	Health	American Rescue Plan	6/29/2026	17,843.26
Suicide Prevention Services	Contractual/Consulting Services	Health	American Rescue Plan	6/29/2026	51,744.78
Northern Illinois Food Bank	Contractual/Consulting Services	Health	American Rescue Plan	6/29/2026	4,110.41
Jasculca Terman Strategic Communications	Contractual/Consulting Services	Health	American Rescue Plan	6/29/2026	2,865.00
Mutual Ground, Inc.	Contractual/Consulting Services	Health	American Rescue Plan	6/29/2026	16,716.00
Mutual Ground, Inc.	Contractual/Consulting Services	Health	American Rescue Plan	6/29/2026	3,951.35
Bianca Gonzalez	Contractual/Consulting Services	Health	American Rescue Plan	6/29/2026	288.75
Federacion de Clubes Michoacanos en Illinois	Contractual/Consulting Services	Health	American Rescue Plan	6/29/2026	8,261.95
Roskuszka & Sons dba Wallys Printing	Operating Supplies	Health	American Rescue Plan	6/29/2026	4,180.00
ACME Auto Leasing, LLC	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	6/15/2026	1,578.00
AmaOli, PLLC dba Luna Behavioral Health Center	Counseling Services	Other- Countywide Expenses	American Rescue Plan	6/1/2026	4,687.50
AmaOli, PLLC dba Luna Behavioral Health Center	Counseling Services	Other- Countywide Expenses	American Rescue Plan	6/1/2026	5,187.50
Teyolia, LLC	Counseling Services	Other- Countywide Expenses	American Rescue Plan	6/1/2026	6,312.50
Julie Turner, MSW	Counseling Services	Other- Countywide Expenses	American Rescue Plan	6/1/2026	1,312.50
Leida A. Woodham	Counseling Services	Other- Countywide Expenses	American Rescue Plan	6/1/2026	3,093.75

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AmaOli, PLLC dba Luna Behavioral Health Center	Counseling Services	Other- Countywide Expenses	American Rescue Plan	6/15/2026	6,250.00
AmaOli, PLLC dba Luna Behavioral Health Center	Counseling Services	Other- Countywide Expenses	American Rescue Plan	6/29/2026	4,000.00
Deborah L. Conley, LTD	Counseling Services	Other- Countywide Expenses	American Rescue Plan	6/29/2026	125.00
Leida A. Woodham	Counseling Services	Other- Countywide Expenses	American Rescue Plan	6/29/2026	3,656.25
Convergint Technologies LLC	Special Purpose Equipment	Other- Countywide Expenses	American Rescue Plan	6/1/2026	5,997.97
Alarm Detection Systems, Inc.	Special Purpose Equipment	Other- Countywide Expenses	American Rescue Plan	6/1/2026	3,862.00
Alarm Detection Systems, Inc.	Special Purpose Equipment	Other- Countywide Expenses	American Rescue Plan	6/1/2026	95.74
Alarm Detection Systems, Inc.	Special Purpose Equipment	Other- Countywide Expenses	American Rescue Plan	6/1/2026	5,353.00
Alarm Detection Systems, Inc.	Special Purpose Equipment	Other- Countywide Expenses	American Rescue Plan	6/15/2026	3,500.00
Alarm Detection Systems, Inc.	Special Purpose Equipment	Other- Countywide Expenses	American Rescue Plan	6/15/2026	34.84
Valdes Engineering Company	Building Improvements	Other- Countywide Expenses	American Rescue Plan	6/1/2026	1,790.00
Valdes Engineering Company	Building Improvements	Other- Countywide Expenses	American Rescue Plan	6/1/2026	2,196.00
Kluber, Inc.	Building Improvements	Other- Countywide Expenses	American Rescue Plan	6/1/2026	8,408.67
Kluber, Inc.	Building Improvements	Other- Countywide Expenses	American Rescue Plan	6/1/2026	1,622.00
1 Source Mechanical, Inc.	Building Improvements	Other- Countywide Expenses	American Rescue Plan	6/15/2026	271,206.00
Kluber, Inc.	Building Improvements	Other- Countywide Expenses	American Rescue Plan	6/29/2026	4,055.00
Kluber, Inc.	Building Improvements	Other- Countywide Expenses	American Rescue Plan	6/29/2026	4,671.48
Northern Illinois Food Bank	External Grants	Other- Countywide Expenses	American Rescue Plan	6/1/2026	130,010.00
Aurora Area Convention & Visitors Bureau	External Grants	Other- Countywide Expenses	American Rescue Plan	6/15/2026	11,665.75
Elgin Area Convention & Visitors Bureau	External Grants	Other- Countywide Expenses	American Rescue Plan	6/29/2026	37,318.36
Elgin Area Convention & Visitors Bureau	External Grants	Other- Countywide Expenses	American Rescue Plan	6/29/2026	122,452.00
Northern Illinois Food Bank	External Grants	Other- Countywide Expenses	American Rescue Plan	6/29/2026	31,539.40
EarthWerks Land Improvement & Development Corp.	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	6/29/2026	43,350.00
US Department of the Interior - USGS	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	6/1/2026	19,365.00
WBK Engineering, LLC	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	6/15/2026	2,783.86
WBK Engineering, LLC	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	6/15/2026	5,842.50
Ernst & Young U.S. LLP	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	6/1/2026	135,313.50
Miller, Hall & Triggs, LLC	Legal Services	Veterans' Commission	Veterans' Commission	6/1/2026	29.00
Miller, Hall & Triggs, LLC	Legal Services	Veterans' Commission	Veterans' Commission	6/29/2026	203.00
JP Morgan Chase Bank, N.A.	Conferences and Meetings	Veterans' Commission	Veterans' Commission	6/15/2026	357.11
Jesus Arteaga	Employee Training	Veterans' Commission	Veterans' Commission	6/29/2026	654.85
Habacuc Rico	Employee Training	Veterans' Commission	Veterans' Commission	6/29/2026	482.00
Steven L. Wells	Employee Training	Veterans' Commission	Veterans' Commission	6/29/2026	897.40
Jacob Zimmerman	Employee Training	Veterans' Commission	Veterans' Commission	6/29/2026	392.00
Jacob Zimmerman	Employee Mileage Expense	Veterans' Commission	Veterans' Commission	6/1/2026	24.65
Jacob Zimmerman	Employee Mileage Expense	Veterans' Commission	Veterans' Commission	6/15/2026	36.98
Cassie Design	Contractual/Consulting Services	Information Technologies	Web Technical Services	6/1/2026	1,575.00
JP Morgan Chase Bank, N.A.	Contractual/Consulting Services	Information Technologies	Web Technical Services	6/15/2026	811.53
OPG-3, Inc.	Software Licensing Cost	Information Technologies	Web Technical Services	6/1/2026	14,695.62
JP Morgan Chase Bank, N.A.	Software Licensing Cost	Information Technologies	Web Technical Services	6/15/2026	600.00
New Venture Advisors, LLC	Contractual/Consulting Services	Development	Economic Development	6/1/2026	2,700.00
Northeast Products & Services, Inc. dba BoardSafe	Contractual/Consulting Services	Development	Economic Development	6/1/2026	3,210.00
Kamps Sustainable Agriculture Group, LLC	Contractual/Consulting Services	Development	Economic Development	6/29/2026	1,399.44
Kamps Sustainable Agriculture Group, LLC	Contractual/Consulting Services	Development	Economic Development	6/29/2026	8,750.00
JP Morgan Chase Bank, N.A.	Conferences and Meetings	Development	Economic Development	6/15/2026	1,438.00
JP Morgan Chase Bank, N.A.	Conferences and Meetings	Development	Economic Development	6/15/2026	**(4.00)**
Karen Ann Miller	Employee Mileage Expense	Development	Economic Development	6/1/2026	72.79
Illinois Manufacturing Excellence Center	Contractual/Consulting Services	Development	Economic Development	6/1/2026	5,000.00
Illinois Manufacturing Excellence Center	Contractual/Consulting Services	Development	Economic Development	6/1/2026	16,666.00
Illinois Manufacturing Excellence Center	Contractual/Consulting Services	Development	Economic Development	6/1/2026	6,067.00
JEG 360, LLC	Contractual/Consulting Services	Development	Economic Development	6/1/2026	13,650.00
Michael P. Cassa	Contractual/Consulting Services	Development	Economic Development	6/15/2026	12,852.24
DCC Marketing, LLC	Contractual/Consulting Services	Development	Economic Development	6/15/2026	2,475.00
DCC Marketing, LLC	Contractual/Consulting Services	Development	Economic Development	6/15/2026	11,583.33
DCC Marketing, LLC	Contractual/Consulting Services	Development	Economic Development	6/15/2026	98.70
DCC Marketing, LLC	Contractual/Consulting Services	Development	Economic Development	6/15/2026	30,000.00
Illinois Manufacturing Excellence Center	Contractual/Consulting Services	Development	Economic Development	6/15/2026	5,000.00
Illinois Manufacturing Excellence Center	Contractual/Consulting Services	Development	Economic Development	6/15/2026	16,666.00

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Illinois Manufacturing Excellence Center	Contractual/Consulting Services	Development	Economic Development	6/15/2026	13,334.00
Batavia Enterprises Real Estate, LLC	Contractual/Consulting Services	Development	Economic Development	6/15/2026	5,254.70
Batavia Enterprises Real Estate, LLC	Contractual/Consulting Services	Development	Economic Development	6/15/2026	2,720.00
Porte Brown, LLC	Contractual/Consulting Services	Development	Economic Development	6/15/2026	1,000.00
Transcendent Audio Video	Contractual/Consulting Services	Development	Economic Development	6/15/2026	19,121.55
Transcendent Audio Video	Contractual/Consulting Services	Development	Economic Development	6/15/2026	17,463.95
Barbara M. Erdmann	Contractual/Consulting Services	Development	Economic Development	6/15/2026	2,500.00
Batavia Enterprises Real Estate, LLC	Contractual/Consulting Services	Development	Economic Development	6/29/2026	1,840.00
Batavia Enterprises Real Estate, LLC	Contractual/Consulting Services	Development	Economic Development	6/29/2026	160.75
Illinois Manufacturing Excellence Center	Contractual/Consulting Services	Development	Economic Development	6/29/2026	6,067.00
Illinois Manufacturing Excellence Center	Contractual/Consulting Services	Development	Economic Development	6/29/2026	16,666.00
DCC Marketing, LLC	Contractual/Consulting Services	Development	Economic Development	6/29/2026	11,583.33
JEG 360, LLC	Contractual/Consulting Services	Development	Economic Development	6/29/2026	21,900.00
Kruis, Inc.	Contractual/Consulting Services	Development	Economic Development	6/29/2026	625.00
Law Office of Gary M. Vanek, PC	Contractual/Consulting Services	Development	Economic Development	6/29/2026	4,200.00
JP Morgan Chase Bank, N.A.	Employee Training	Development	Community Dev Block Program	6/15/2026	676.40
Spillane and Sons, LTD	Miscellaneous Contractual Exp	Development	Community Dev Block Program	6/29/2026	40,541.10
Village of North Aurora	Miscellaneous Contractual Exp	Development	Community Dev Block Program	6/29/2026	45,522.00
JP Morgan Chase Bank, N.A.	Employee Training	Development	HOME Program	6/15/2026	686.41
Spillane and Sons, LTD	Miscellaneous Contractual Exp	Development	HOME Program	6/29/2026	4,790.41
Spillane and Sons, LTD	Miscellaneous Contractual Exp	Development	HOME Program	6/29/2026	23,162.11
Pathways Community Network Institute	Contractual/Consulting Services	Health	Homeless Management Info Systems	6/15/2026	2,451.29
Pathways Community Network Institute	Contractual/Consulting Services	Health	Homeless Management Info Systems	6/15/2026	3,059.99
K&K Systems, Inc.	Professional Services	Development	Cost Share Drainage	6/1/2026	5,500.00
Hyfi, LLC	Special Purpose Equip - Non-Capital	Development	Cost Share Drainage	6/1/2026	3,830.00
Habitat for Humanity of Northern Fox Valley	Miscellaneous Contractual Exp	Development	OCR & Recovery Act Programs	6/15/2026	14,903.36
Optimum Management Resources, Inc.	Contractual/Consulting Services	Health	Continuum of Care Planning Grant	6/15/2026	9,000.00
Padala Investments, LLC	Grant Services	Health	Continuum of Care Planning Grant	6/29/2026	4,340.00
Padala Investments, LLC	Grant Services	Health	Continuum of Care Planning Grant	6/29/2026	4,340.00
Preferred Home Realty dba Preferred Management	Grant Services	Health	Continuum of Care Planning Grant	6/29/2026	2,804.00
Scott R. Woeppel dba Elgin Rental Properties, LLC	Grant Services	Health	Continuum of Care Planning Grant	6/29/2026	2,385.00
Scott R. Woeppel dba Elgin Rental Properties, LLC	Grant Services	Health	Continuum of Care Planning Grant	6/29/2026	2,700.00
Spillane and Sons, LTD	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	6/29/2026	67,500.00
Village of North Aurora	Miscellaneous Contractual Exp	Development	CDBG-CV	6/29/2026	27,364.48
Tisa M. Baum	Employee Mileage Expense	Health	Home - ARP	6/1/2026	117.38
Tisa M. Baum	Employee Mileage Expense	Health	Home - ARP	6/15/2026	196.55
Tisa M. Baum	Employee Mileage Expense	Health	Home - ARP	6/29/2026	80.40
Jennifer L. Baert	Employee Mileage Expense	Health	Home - ARP	6/29/2026	121.29
Jennifer L. Baert	Employee Mileage Expense	Health	Home - ARP	6/29/2026	109.48
Jennifer L. Baert	Employee Mileage Expense	Health	Home - ARP	6/29/2026	181.11
Jennifer L. Baert	Employee Mileage Expense	Health	Home - ARP	6/29/2026	286.16
Vikas Agrawal	Miscellaneous Contractual Exp	Health	Home - ARP	6/29/2026	1,400.00
Willard E. Groth	Miscellaneous Contractual Exp	Health	Home - ARP	6/29/2026	1,900.00
Illinois Property Group, LLC	Miscellaneous Contractual Exp	Health	Home - ARP	6/29/2026	2,700.00
JHG Real Estate, Inc.	Miscellaneous Contractual Exp	Health	Home - ARP	6/29/2026	2,130.00
Larry Daniel Larsen	Miscellaneous Contractual Exp	Health	Home - ARP	6/29/2026	1,400.00
Lorlyn of Batavia, LLC	Miscellaneous Contractual Exp	Health	Home - ARP	6/29/2026	1,375.00
Alberto Marmolejo	Miscellaneous Contractual Exp	Health	Home - ARP	6/29/2026	1,450.00
Padala Investments, LLC	Miscellaneous Contractual Exp	Health	Home - ARP	6/29/2026	3,100.00
Preferred Home Realty dba Preferred Management	Miscellaneous Contractual Exp	Health	Home - ARP	6/29/2026	1,400.00
Preferred Home Realty dba Preferred Management	Miscellaneous Contractual Exp	Health	Home - ARP	6/29/2026	1,750.00
Preferred Home Realty dba Preferred Management	Miscellaneous Contractual Exp	Health	Home - ARP	6/29/2026	1,300.00
Preferred Home Realty dba Preferred Management	Miscellaneous Contractual Exp	Health	Home - ARP	6/29/2026	1,500.00
Preferred Home Realty dba Preferred Management	Miscellaneous Contractual Exp	Health	Home - ARP	6/29/2026	1,350.00
Alia Sarfraz	Miscellaneous Contractual Exp	Health	Home - ARP	6/29/2026	2,090.00
Scott R. Woeppel dba Elgin Rental Properties, LLC	Miscellaneous Contractual Exp	Health	Home - ARP	6/29/2026	1,150.00
Scott R. Woeppel dba Elgin Rental Properties, LLC	Miscellaneous Contractual Exp	Health	Home - ARP	6/29/2026	1,125.00
Shodeen Family Property Co, LLC	Miscellaneous Contractual Exp	Health	Home - ARP	6/29/2026	1,655.00

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Thompson Capital Investments, LLC	Miscellaneous Contractual Exp	Health	Home - ARP	6/29/2026	3,140.00
Tridev Realty, LLC	Miscellaneous Contractual Exp	Health	Home - ARP	6/29/2026	1,700.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Health	Home - ARP	6/29/2026	1,125.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Health	Home - ARP	6/29/2026	1,125.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Health	Home - ARP	6/29/2026	1,125.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Health	Home - ARP	6/29/2026	1,125.00
Todd R Von Ohlen	Miscellaneous Contractual Exp	Health	Home - ARP	6/29/2026	1,450.00
Raquel S. Willis	Miscellaneous Contractual Exp	Health	Home - ARP	6/29/2026	2,500.00
ENCAP, Inc.	Contractual/Consulting Services	Environmental Management	Stormwater Management	6/1/2026	2,500.00
Engineering Resource Associates, Inc.	Contractual/Consulting Services	Environmental Management	Stormwater Management	6/15/2026	2,132.89
Kamps Sustainable Agriculture Group, LLC	Contractual/Consulting Services	County Board	Farmland Preservation	6/29/2026	18,200.56
Kamps Sustainable Agriculture Group, LLC	Contractual/Consulting Services	County Board	Farmland Preservation	6/29/2026	1,575.00
New Venture Advisors, LLC	Contractual/Consulting Services	Development	Growing for Kane	6/1/2026	5,500.00
Pappas Glasgow Development, LLC	Prepaid Expense		Workforce Development	6/1/2026	2,800.00
Batavia Enterprises Real Estate, LLC	Prepaid Expense		Workforce Development	6/1/2026	19,507.89
Batavia Enterprises Real Estate, LLC	Prepaid Expense		Workforce Development	6/29/2026	20,184.66
County of Kendall	Prepaid Expense		Workforce Development	6/29/2026	800.00
Launchpad Careers, Inc.	Prepaid Expense		Workforce Development	6/29/2026	8,505.00
Pappas Glasgow Development, LLC	Prepaid Expense		Workforce Development	6/29/2026	2,800.00
JP Morgan Chase Bank, N.A.	Prepaid Gasoline Card		Workforce Development	6/15/2026	210.00
Elgin Community College	Miscellaneous Contractual Exp	- WIOA 24	Workforce Development	6/1/2026	2,799.93
Elgin Community College	Work Based Learning Activities	- WIOA 24	Workforce Development	6/1/2026	2,299.40
Grundy-Kendall Regional Office of Education	Miscellaneous Contractual Exp	- WIOA 24	Workforce Development	6/1/2026	56.26
Grundy-Kendall Regional Office of Education	Miscellaneous Contractual Exp	- WIOA 24	Workforce Development	6/1/2026	44.92
Grundy-Kendall Regional Office of Education	Work Based Learning Activities	- WIOA 24	Workforce Development	6/1/2026	1,200.45
Grundy-Kendall Regional Office of Education	Youth Supportive Services	- WIOA 24	Workforce Development	6/1/2026	466.47
Business and Career Services Incorporated	Miscellaneous Contractual Exp	- WIOA 24	Workforce Development	6/1/2026	9,034.71
Parents Alliance Employment Project	Miscellaneous Contractual Exp	- WIOA 24	Workforce Development	6/1/2026	4,528.49
Parents Alliance Employment Project	Miscellaneous Contractual Exp	- WIOA 24	Workforce Development	6/1/2026	3,501.97
Business and Career Services Incorporated	Work Based Learning Activities	- WIOA 24	Workforce Development	6/1/2026	6,195.12
Business and Career Services Incorporated	Work Based Learning Activities	- WIOA 24	Workforce Development	6/1/2026	4,084.68
Parents Alliance Employment Project	Work Based Learning Activities	- WIOA 24	Workforce Development	6/1/2026	14,623.69
Parents Alliance Employment Project	Work Based Learning Activities	- WIOA 24	Workforce Development	6/1/2026	13,433.83
Business and Career Services Incorporated	Youth Supportive Services	- WIOA 24	Workforce Development	6/1/2026	1,993.77
Parents Alliance Employment Project	Youth Supportive Services	- WIOA 24	Workforce Development	6/1/2026	3,856.02
Parents Alliance Employment Project	Youth Supportive Services	- WIOA 24	Workforce Development	6/1/2026	4,745.70
Kishwaukee College	Youth ITA	- WIOA 24	Workforce Development	6/29/2026	174.56
Elgin Community College	Miscellaneous Contractual Exp	- WIOA 24	Workforce Development	6/1/2026	14,558.65
Elgin Community College	Work Based Learning Activities	- WIOA 24	Workforce Development	6/1/2026	6,494.15
Elgin Community College	Youth Supportive Services	- WIOA 24	Workforce Development	6/1/2026	366.12
Grundy-Kendall Regional Office of Education	Miscellaneous Contractual Exp	- WIOA 24	Workforce Development	6/1/2026	9,810.27
Grundy-Kendall Regional Office of Education	Miscellaneous Contractual Exp	- WIOA 24	Workforce Development	6/1/2026	10,390.00
Grundy-Kendall Regional Office of Education	Work Based Learning Activities	- WIOA 24	Workforce Development	6/1/2026	2,410.39
Grundy-Kendall Regional Office of Education	Work Based Learning Activities	- WIOA 24	Workforce Development	6/1/2026	3,356.35
Grundy-Kendall Regional Office of Education	Youth Supportive Services	- WIOA 24	Workforce Development	6/1/2026	1,056.45
Grundy-Kendall Regional Office of Education	Youth Supportive Services	- WIOA 24	Workforce Development	6/1/2026	366.16
JP Morgan Chase Bank, N.A.	Conferences and Meetings	- WIOA 24	Workforce Development	6/15/2026	109.76
Martha Paschke	Conferences and Meetings	- WIOA 24	Workforce Development	6/15/2026	99.91
Lindsay Hutchins	Employee Mileage Expense	- WIOA 24	Workforce Development	6/1/2026	42.78
Lindsay Hutchins	Employee Mileage Expense	- WIOA 24	Workforce Development	6/1/2026	103.18
Martha Paschke	Employee Mileage Expense	- WIOA 24	Workforce Development	6/15/2026	116.71
Paul F. Bleers	Employee Mileage Expense	- WIOA 24	Workforce Development	6/15/2026	5.73
APS Training Institute, Inc.	Miscellaneous Contractual Exp	- WIOA 24	Workforce Development	6/1/2026	730.00
The MSW Coach, LLC	Miscellaneous Contractual Exp	- WIOA 24	Workforce Development	6/1/2026	2,206.82
The MSW Coach, LLC	Miscellaneous Contractual Exp	- WIOA 24	Workforce Development	6/29/2026	2,408.82
APS Training Institute, Inc.	Miscellaneous Contractual Exp	- WIOA 24	Workforce Development	6/29/2026	1,320.00
CDL America, Inc.	DT ITA	- WIOA 24	Workforce Development	6/1/2026	5,015.00
CDL America, Inc.	DT ITA	- WIOA 24	Workforce Development	6/1/2026	5,015.00

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Computer Training Source, Inc.	DT ITA	- WIOA 24	Workforce Development	6/1/2026	1,148.00
Elgin Community College	DT ITA	- WIOA 24	Workforce Development	6/1/2026	3,678.00
Rock Gate Capital, LLC dba 160 Driving Academy	DT ITA	- WIOA 24	Workforce Development	6/1/2026	5,488.00
Rock Gate Capital, LLC dba 160 Driving Academy	DT ITA	- WIOA 24	Workforce Development	6/1/2026	5,401.00
West Chicago Professional Center, Inc.	DT ITA	- WIOA 24	Workforce Development	6/1/2026	5,950.00
McHenry County College	DT ITA	- WIOA 24	Workforce Development	6/1/2026	536.75
Mechanics Local 701 Training Fund	DT ITA	- WIOA 24	Workforce Development	6/1/2026	1,125.00
Rasmussen University	DT ITA	- WIOA 24	Workforce Development	6/15/2026	2,174.00
Rasmussen University	DT ITA	- WIOA 24	Workforce Development	6/15/2026	3,333.33
Adtalem Global Education, Inc. dba Covista	DT ITA	- WIOA 24	Workforce Development	6/15/2026	737.50
Adtalem Global Education, Inc. dba Covista	DT ITA	- WIOA 24	Workforce Development	6/15/2026	294.12
Computer Training Source, Inc.	DT ITA	- WIOA 24	Workforce Development	6/15/2026	4,345.00
Computer Training Source, Inc.	DT ITA	- WIOA 24	Workforce Development	6/29/2026	592.00
First Institute of Travel, Inc dba First Institute	DT ITA	- WIOA 24	Workforce Development	6/29/2026	5,000.00
Jeremi Group, Inc. dba Jeremi College	DT ITA	- WIOA 24	Workforce Development	6/29/2026	4,980.00
West Chicago Professional Center, Inc.	DT ITA	- WIOA 24	Workforce Development	6/29/2026	4,950.00
The MSW Coach, LLC	DT Class Size Training	- WIOA 24	Workforce Development	6/1/2026	520.00
The MSW Coach, LLC	DT Class Size Training	- WIOA 24	Workforce Development	6/29/2026	440.00
Brady Morales	SS Transportation Assistance	- WIOA 24	Workforce Development	6/1/2026	451.31
Brady Morales	SS Transportation Assistance	- WIOA 24	Workforce Development	6/1/2026	120.35
Kannon Exton	SS Transportation Assistance	- WIOA 24	Workforce Development	6/1/2026	111.36
Kannon Exton	SS Transportation Assistance	- WIOA 24	Workforce Development	6/15/2026	111.36
Heidi Baumgartner	SS Transportation Assistance	- WIOA 24	Workforce Development	6/15/2026	85.55
Sherrica Burton	SS Transportation Assistance	- WIOA 24	Workforce Development	6/29/2026	235.56
Sherrica Burton	SS Transportation Assistance	- WIOA 24	Workforce Development	6/29/2026	136.38
Sherrica Burton	SS Transportation Assistance	- WIOA 24	Workforce Development	6/29/2026	111.58
Kannon Exton	SS Transportation Assistance	- WIOA 24	Workforce Development	6/29/2026	83.52
Avid Associates, LLC dba Avid CNA School	SS Other Supportive Services	- WIOA 24	Workforce Development	6/1/2026	349.99
Katherine Bilezikian	Employee Mileage Expense	- WIOA 24	Workforce Development	6/29/2026	108.75
Rickell M. Woods	Employee Mileage Expense	- WIOA 24	Workforce Development	6/29/2026	106.58
Caroline D. Zabukover	Employee Mileage Expense	- WIOA 24	Workforce Development	6/29/2026	93.96
Caroline D. Zabukover	Employee Mileage Expense	- WIOA 24	Workforce Development	6/29/2026	187.92
Kishwaukee College	Miscellaneous Contractual Exp	- WIOA 24	Workforce Development	6/1/2026	1,094.14
Kishwaukee College	Miscellaneous Contractual Exp	- WIOA 24	Workforce Development	6/29/2026	102.99
Rockford Career College	DT ITA	- WIOA 24	Workforce Development	6/1/2026	5,742.46
Rockford Career College	DT ITA	- WIOA 24	Workforce Development	6/15/2026	4,257.54
Future Fades Academy, PLLC	DT ITA	- WIOA 24	Workforce Development	6/15/2026	2,731.00
Kishwaukee College	DT ITA	- WIOA 24	Workforce Development	6/15/2026	15,253.80
Mechanics Local 701 Training Fund	DT ITA	- WIOA 24	Workforce Development	6/15/2026	900.00
Adtalem Global Education, Inc. dba Covista	DT ITA	- WIOA 24	Workforce Development	6/15/2026	625.00
Adtalem Global Education, Inc. dba Covista	DT ITA	- WIOA 24	Workforce Development	6/15/2026	625.00
Adtalem Global Education, Inc. dba Covista	DT ITA	- WIOA 24	Workforce Development	6/29/2026	1,000.00
Vianka I. Mercado-Corona	DT ITA	- WIOA 24	Workforce Development	6/29/2026	225.00
Rock Valley College	DT ITA	- WIOA 24	Workforce Development	6/29/2026	5,100.00
Vianka I. Mercado-Corona	SS Transportation Assistance	- WIOA 24	Workforce Development	6/1/2026	416.09
Vianka I. Mercado-Corona	SS Transportation Assistance	- WIOA 24	Workforce Development	6/1/2026	125.14
Vianka I. Mercado-Corona	SS Transportation Assistance	- WIOA 24	Workforce Development	6/1/2026	125.14
Vianka I. Mercado-Corona	SS Transportation Assistance	- WIOA 24	Workforce Development	6/1/2026	33.18
Casandra Montes Aguilar	SS Transportation Assistance	- WIOA 24	Workforce Development	6/15/2026	171.92
Masood Abdurrab	SS Transportation Assistance	- WIOA 24	Workforce Development	6/15/2026	1,215.12
Masood Abdurrab	SS Transportation Assistance	- WIOA 24	Workforce Development	6/15/2026	531.56
Amy Rae Dallmann	SS Transportation Assistance	- WIOA 24	Workforce Development	6/15/2026	90.48
Amy Rae Dallmann	SS Transportation Assistance	- WIOA 24	Workforce Development	6/15/2026	174.86
Amy Rae Dallmann	SS Transportation Assistance	- WIOA 24	Workforce Development	6/15/2026	149.56
Amy Rae Dallmann	SS Transportation Assistance	- WIOA 24	Workforce Development	6/15/2026	180.30
Amy Rae Dallmann	SS Transportation Assistance	- WIOA 24	Workforce Development	6/15/2026	53.21
Eve Linden	SS Transportation Assistance	- WIOA 24	Workforce Development	6/15/2026	410.07
Leida K. Santiago	SS Transportation Assistance	- WIOA 24	Workforce Development	6/15/2026	179.43

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Leida K. Santiago	SS Transportation Assistance	- WIOA 24	Workforce Development	6/15/2026	239.82
Leida K. Santiago	SS Transportation Assistance	- WIOA 24	Workforce Development	6/15/2026	200.24
Leida K. Santiago	SS Transportation Assistance	- WIOA 24	Workforce Development	6/15/2026	280.28
Leida K. Santiago	SS Transportation Assistance	- WIOA 24	Workforce Development	6/15/2026	59.81
Kassandra Santos	SS Transportation Assistance	- WIOA 24	Workforce Development	6/15/2026	8.85
Kassandra Santos	SS Transportation Assistance	- WIOA 24	Workforce Development	6/15/2026	184.01
Kassandra Santos	SS Transportation Assistance	- WIOA 24	Workforce Development	6/15/2026	35.39
Kenesha Tate	SS Transportation Assistance	- WIOA 24	Workforce Development	6/15/2026	69.60
Kenesha Tate	SS Transportation Assistance	- WIOA 24	Workforce Development	6/15/2026	113.10
Kenesha Tate	SS Transportation Assistance	- WIOA 24	Workforce Development	6/15/2026	506.06
Dian L. Williams	SS Transportation Assistance	- WIOA 24	Workforce Development	6/15/2026	64.16
Dian L. Williams	SS Transportation Assistance	- WIOA 24	Workforce Development	6/15/2026	29.94
Dian L. Williams	SS Transportation Assistance	- WIOA 24	Workforce Development	6/29/2026	44.08
Casandra Montes Aguilar	SS Transportation Assistance	- WIOA 24	Workforce Development	6/29/2026	89.03
Casandra Montes Aguilar	SS Transportation Assistance	- WIOA 24	Workforce Development	6/29/2026	445.15
Casandra Montes Aguilar	SS Transportation Assistance	- WIOA 24	Workforce Development	6/29/2026	356.12
Avid Associates, LLC dba Avid CNA School	DT ITA	- WIOA 24	Workforce Development	6/1/2026	1,985.00
Elgin Community College	DT ITA	- WIOA 24	Workforce Development	6/1/2026	11,085.95
Judson University A Baptist Institution	DT ITA	- WIOA 24	Workforce Development	6/1/2026	1,890.00
New Lake College Corporation	DT ITA	- WIOA 24	Workforce Development	6/1/2026	2,260.20
Wolf Driving School, Inc.	DT ITA	- WIOA 24	Workforce Development	6/1/2026	5,337.00
Rasmussen University	DT ITA	- WIOA 24	Workforce Development	6/1/2026	3,333.33
West Chicago Professional Center, Inc.	DT ITA	- WIOA 24	Workforce Development	6/1/2026	5,950.00
William Rainey Harper College	DT ITA	- WIOA 24	Workforce Development	6/15/2026	4,254.55
Rasmussen University	DT ITA	- WIOA 24	Workforce Development	6/15/2026	1,428.57
North Shore College	DT ITA	- WIOA 24	Workforce Development	6/15/2026	1,975.00
North Shore College	DT ITA	- WIOA 24	Workforce Development	6/15/2026	110.00
Rechelle E. Santos	DT ITA	- WIOA 24	Workforce Development	6/29/2026	339.00
Mechanics Local 701 Training Fund	DT ITA	- WIOA 24	Workforce Development	6/29/2026	900.00
Nancy Pillado	SS Transportation Assistance	- WIOA 24	Workforce Development	6/1/2026	144.71
Nancy Pillado	SS Transportation Assistance	- WIOA 24	Workforce Development	6/1/2026	637.57
Nancy Pillado	SS Transportation Assistance	- WIOA 24	Workforce Development	6/1/2026	375.41
Guadalupe Ramirez	SS Transportation Assistance	- WIOA 24	Workforce Development	6/15/2026	421.08
Guadalupe Ramirez	SS Transportation Assistance	- WIOA 24	Workforce Development	6/29/2026	421.08
College of DuPage	DT ITA	- WIOA 24	Workforce Development	6/1/2026	1,920.00
Governors State University	DT ITA	- WIOA 24	Workforce Development	6/1/2026	5,000.00
Rasmussen University	DT ITA	- WIOA 24	Workforce Development	6/1/2026	3,589.75
Rasmussen University	DT ITA	- WIOA 24	Workforce Development	6/1/2026	1,666.70
West Chicago Professional Center, Inc.	DT ITA	- WIOA 24	Workforce Development	6/1/2026	5,000.00
Rasmussen University	DT ITA	- WIOA 24	Workforce Development	6/15/2026	2,500.00
Rock Gate Capital, LLC dba 160 Driving Academy	DT ITA	- WIOA 24	Workforce Development	6/15/2026	5,488.00
Rock Gate Capital, LLC dba 160 Driving Academy	DT ITA	- WIOA 24	Workforce Development	6/15/2026	5,401.00
Rock Gate Capital, LLC dba 160 Driving Academy	DT ITA	- WIOA 24	Workforce Development	6/29/2026	5,401.00
JP Morgan Chase Bank, N.A.	Conferences and Meetings	- WIOA 24	Workforce Development	6/15/2026	109.76
Martha Paschke	Conferences and Meetings	- WIOA 24	Workforce Development	6/15/2026	103.99
Lindsay Hutchins	Employee Mileage Expense	- WIOA 24	Workforce Development	6/1/2026	42.77
Lindsay Hutchins	Employee Mileage Expense	- WIOA 24	Workforce Development	6/1/2026	103.17
Martha Paschke	Employee Mileage Expense	- WIOA 24	Workforce Development	6/15/2026	121.48
Paul F. Bleers	Employee Mileage Expense	- WIOA 24	Workforce Development	6/15/2026	5.73
APS Training Institute, Inc.	Miscellaneous Contractual Exp	- WIOA 24	Workforce Development	6/1/2026	1,095.00
APS Training Institute, Inc.	Miscellaneous Contractual Exp	- WIOA 24	Workforce Development	6/29/2026	1,980.00
The MSW Coach, LLC	Miscellaneous Contractual Exp	- WIOA 24	Workforce Development	6/29/2026	3,313.23
The MSW Coach, LLC	Work Based Learning Activities	- WIOA 24	Workforce Development	6/1/2026	3,310.23
Rock Gate Capital, LLC dba 160 Driving Academy	DT ITA	- WIOA 24	Workforce Development	6/1/2026	5,401.00
Rock Gate Capital, LLC dba 160 Driving Academy	DT ITA	- WIOA 24	Workforce Development	6/1/2026	5,401.00
McHenry County College	DT ITA	- WIOA 24	Workforce Development	6/1/2026	881.50
IT Expert System, Inc.	DT ITA	- WIOA 24	Workforce Development	6/15/2026	5,100.00
COMNet Group Incorporated	DT ITA	- WIOA 24	Workforce Development	6/15/2026	4,900.00

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
COMNet Group Incorporated	DT ITA	- WIOA 24	Workforce Development	6/29/2026	5,990.00
Computer Training Source, Inc.	DT ITA	- WIOA 24	Workforce Development	6/29/2026	2,595.00
Lewis University	DT ITA	- WIOA 24	Workforce Development	6/29/2026	3,295.00
Northeastern Illinois University	DT ITA	- WIOA 24	Workforce Development	6/29/2026	7,900.00
The MSW Coach, LLC	DT Class Size Training	- WIOA 24	Workforce Development	6/1/2026	780.00
The MSW Coach, LLC	DT Class Size Training	- WIOA 24	Workforce Development	6/29/2026	660.00
Johnathan A. Lopez	SS Transportation Assistance	- WIOA 24	Workforce Development	6/15/2026	94.24
Johnathan A. Lopez	SS Transportation Assistance	- WIOA 24	Workforce Development	6/15/2026	56.56
Johnathan A. Lopez	SS Transportation Assistance	- WIOA 24	Workforce Development	6/15/2026	61.27
Katherine Bilezikian	Employee Mileage Expense	- WIOA 24	Workforce Development	6/29/2026	108.75
Rickell M. Woods	Employee Mileage Expense	- WIOA 24	Workforce Development	6/29/2026	110.92
Caroline D. Zabukover	Employee Mileage Expense	- WIOA 24	Workforce Development	6/29/2026	80.04
Caroline D. Zabukover	Employee Mileage Expense	- WIOA 24	Workforce Development	6/29/2026	160.08
Kishwaukee College	Miscellaneous Contractual Exp	- WIOA 24	Workforce Development	6/1/2026	729.43
Kishwaukee College	Miscellaneous Contractual Exp	- WIOA 24	Workforce Development	6/29/2026	68.66
Kishwaukee College	DT ITA	- WIOA 24	Workforce Development	6/15/2026	2,463.00
Elgin Community College	DT ITA	- WIOA 24	Workforce Development	6/1/2026	6,655.10
Wolf Driving School, Inc.	DT ITA	- WIOA 24	Workforce Development	6/1/2026	5,337.00
Viking Driving School, Inc.	DT ITA	- WIOA 24	Workforce Development	6/1/2026	5,500.00
West Chicago Professional Center, Inc.	DT ITA	- WIOA 24	Workforce Development	6/1/2026	5,000.00
West Chicago Professional Center, Inc.	DT ITA	- WIOA 24	Workforce Development	6/29/2026	4,950.00
IT Expert System, Inc.	DT ITA	- WIOA 24	Workforce Development	6/29/2026	1,900.00
Management & Information Technology Solutions Inc	DT ITA	- WIOA 24	Workforce Development	6/29/2026	1,825.00
Management & Information Technology Solutions Inc	DT ITA	- WIOA 24	Workforce Development	6/29/2026	975.00
Rasmussen University	DT ITA	- WIOA 24	Workforce Development	6/1/2026	1,428.58
42 North Group, Inc. dba Microtrain Technologies	DT ITA	- WIOA 24	Workforce Development	6/1/2026	1,658.00
42 North Group, Inc. dba Microtrain Technologies	DT ITA	- WIOA 24	Workforce Development	6/1/2026	1,310.00
Governors State University	DT ITA	- WIOA 24	Workforce Development	6/1/2026	7,000.00
IT Expert System, Inc.	DT ITA	- WIOA 24	Workforce Development	6/15/2026	3,200.00
Midwestern Career College	DT ITA	- WIOA 24	Workforce Development	6/15/2026	2,131.15
42 North Group, Inc. dba Microtrain Technologies	DT ITA	- WIOA 24	Workforce Development	6/15/2026	3,820.00
Computer Training Source, Inc.	DT ITA	- WIOA 24	Workforce Development	6/15/2026	344.00
Rock Gate Capital, LLC dba 160 Driving Academy	DT ITA	- WIOA 24	Workforce Development	6/29/2026	5,401.00
42 North Group, Inc. dba Microtrain Technologies	DT ITA	- WIOA 24	Workforce Development	6/29/2026	1,310.00
Juste Bertino K. Lagouwo	SS Transportation Assistance	- WIOA 24	Workforce Development	6/15/2026	648.15
Juste Bertino K. Lagouwo	SS Transportation Assistance	- WIOA 24	Workforce Development	6/15/2026	425.90
Kimberly A. Steuber	Conferences and Meetings	- WIOA 25	Workforce Development	6/1/2026	22.20
Kimberly A. Steuber	Employee Mileage Expense	- WIOA 25	Workforce Development	6/1/2026	226.93
Kimberly A. Steuber	Employee Mileage Expense	- WIOA 25	Workforce Development	6/29/2026	130.36
Warehouse Direct, Inc.	Office Supplies	- WIOA 25	Workforce Development	6/29/2026	551.96
Kerber, Eck, & Braeckel, LLP	Professional Services	- WIOA 25	Workforce Development	6/29/2026	7,599.40
Batavia Enterprises Real Estate, LLC	Repairs and Maint- Buildings	- WIOA 25	Workforce Development	6/15/2026	239.66
JP Morgan Chase Bank, N.A.	Conferences and Meetings	- WIOA 25	Workforce Development	6/15/2026	389.76
Adam D. Schauer	Employee Mileage Expense	- WIOA 25	Workforce Development	6/1/2026	290.04
Jasmine Walker	Employee Mileage Expense	- WIOA 25	Workforce Development	6/15/2026	129.05
Jasmine Walker	Employee Mileage Expense	- WIOA 25	Workforce Development	6/15/2026	317.85
Adam D. Schauer	Employee Mileage Expense	- WIOA 25	Workforce Development	6/29/2026	355.62
Kane County Economic Development Corporation	General Association Dues	- WIOA 25	Workforce Development	6/1/2026	1,000.00
Warehouse Direct, Inc.	Office Supplies	- WIOA 25	Workforce Development	6/1/2026	496.67
Warehouse Direct, Inc.	Office Supplies	- WIOA 25	Workforce Development	6/1/2026	145.96
Warehouse Direct, Inc.	Office Supplies	- WIOA 25	Workforce Development	6/1/2026	46.29
Amanda Weinreis	Employee Mileage Expense	- WIOA 25	Workforce Development	6/15/2026	18.48
Amanda Weinreis	Employee Mileage Expense	- WIOA 25	Workforce Development	6/29/2026	2.07
Elgin Community College	Miscellaneous Contractual Exp	- WIOA 25	Workforce Development	6/29/2026	3,003.50
Elgin Community College	Work Based Learning Activities	- WIOA 25	Workforce Development	6/29/2026	2,629.93
Elgin Community College	Youth Supportive Services	- WIOA 25	Workforce Development	6/29/2026	1,373.96
Grundy-Kendall Regional Office of Education	Miscellaneous Contractual Exp	- WIOA 25	Workforce Development	6/15/2026	4.99
Grundy-Kendall Regional Office of Education	Miscellaneous Contractual Exp	- WIOA 25	Workforce Development	6/15/2026	5.27

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Grundy-Kendall Regional Office of Education	Miscellaneous Contractual Exp	- WIOA 25	Workforce Development	6/29/2026	15.09
Grundy-Kendall Regional Office of Education	Work Based Learning Activities	- WIOA 25	Workforce Development	6/15/2026	206.88
Grundy-Kendall Regional Office of Education	Work Based Learning Activities	- WIOA 25	Workforce Development	6/15/2026	843.23
Grundy-Kendall Regional Office of Education	Work Based Learning Activities	- WIOA 25	Workforce Development	6/29/2026	532.71
Grundy-Kendall Regional Office of Education	Youth ITA	- WIOA 25	Workforce Development	6/15/2026	2,038.00
Grundy-Kendall Regional Office of Education	Youth Supportive Services	- WIOA 25	Workforce Development	6/15/2026	251.80
Grundy-Kendall Regional Office of Education	Youth Supportive Services	- WIOA 25	Workforce Development	6/15/2026	474.66
Grundy-Kendall Regional Office of Education	Youth Supportive Services	- WIOA 25	Workforce Development	6/29/2026	181.54
Amanda Weinreis	Employee Mileage Expense	- WIOA 25	Workforce Development	6/15/2026	97.01
Amanda Weinreis	Employee Mileage Expense	- WIOA 25	Workforce Development	6/29/2026	13.88
Business and Career Services Incorporated	Miscellaneous Contractual Exp	- WIOA 25	Workforce Development	6/15/2026	9,868.48
Parents Alliance Employment Project	Miscellaneous Contractual Exp	- WIOA 25	Workforce Development	6/15/2026	3,674.30
Waubonsee Community College	Miscellaneous Contractual Exp	- WIOA 25	Workforce Development	6/15/2026	15,221.41
Business and Career Services Incorporated	Work Based Learning Activities	- WIOA 25	Workforce Development	6/15/2026	11,387.05
Parents Alliance Employment Project	Work Based Learning Activities	- WIOA 25	Workforce Development	6/15/2026	14,027.91
Waubonsee Community College	Work Based Learning Activities	- WIOA 25	Workforce Development	6/15/2026	11,623.70
Business and Career Services Incorporated	Youth Supportive Services	- WIOA 25	Workforce Development	6/15/2026	207.74
Parents Alliance Employment Project	Youth Supportive Services	- WIOA 25	Workforce Development	6/15/2026	935.55
Waubonsee Community College	Youth Supportive Services	- WIOA 25	Workforce Development	6/15/2026	3,039.28
Kishwaukee College	Miscellaneous Contractual Exp	- WIOA 25	Workforce Development	6/15/2026	10,472.29
Kishwaukee College	Miscellaneous Contractual Exp	- WIOA 25	Workforce Development	6/29/2026	10,377.46
Kishwaukee College	Work Based Learning Activities	- WIOA 25	Workforce Development	6/15/2026	10,413.24
Kishwaukee College	Work Based Learning Activities	- WIOA 25	Workforce Development	6/29/2026	10,052.57
Elgin Community College	Youth ITA	- WIOA 25	Workforce Development	6/1/2026	2,046.14
Kishwaukee College	Youth ITA	- WIOA 25	Workforce Development	6/15/2026	50,232.20
Kishwaukee College	Youth ITA	- WIOA 25	Workforce Development	6/29/2026	(480.00)
Kishwaukee College	Youth Supportive Services	- WIOA 25	Workforce Development	6/15/2026	4,417.94
Kishwaukee College	Youth Supportive Services	- WIOA 25	Workforce Development	6/29/2026	4,037.00
Elgin Community College	Miscellaneous Contractual Exp	- WIOA 25	Workforce Development	6/29/2026	12,992.28
Elgin Community College	Work Based Learning Activities	- WIOA 25	Workforce Development	6/29/2026	10,737.79
Elgin Community College	Youth ITA	- WIOA 25	Workforce Development	6/1/2026	33,074.20
Elgin Community College	Youth Supportive Services	- WIOA 25	Workforce Development	6/29/2026	3,773.95
Grundy-Kendall Regional Office of Education	Miscellaneous Contractual Exp	- WIOA 25	Workforce Development	6/15/2026	9,975.47
Grundy-Kendall Regional Office of Education	Miscellaneous Contractual Exp	- WIOA 25	Workforce Development	6/15/2026	9,806.53
Grundy-Kendall Regional Office of Education	Miscellaneous Contractual Exp	- WIOA 25	Workforce Development	6/29/2026	10,212.46
Grundy-Kendall Regional Office of Education	Work Based Learning Activities	- WIOA 25	Workforce Development	6/15/2026	2,277.78
Grundy-Kendall Regional Office of Education	Work Based Learning Activities	- WIOA 25	Workforce Development	6/15/2026	2,721.07
Grundy-Kendall Regional Office of Education	Work Based Learning Activities	- WIOA 25	Workforce Development	6/29/2026	3,828.39
Elgin Community College	Youth ITA	- WIOA 25	Workforce Development	6/1/2026	825.20
Grundy-Kendall Regional Office of Education	Youth ITA	- WIOA 25	Workforce Development	6/1/2026	9,721.00
Grundy-Kendall Regional Office of Education	Youth ITA	- WIOA 25	Workforce Development	6/1/2026	10,426.00
Grundy-Kendall Regional Office of Education	Youth ITA	- WIOA 25	Workforce Development	6/15/2026	1,753.00
Grundy-Kendall Regional Office of Education	Youth ITA	- WIOA 25	Workforce Development	6/29/2026	5,575.00
Grundy-Kendall Regional Office of Education	Youth Supportive Services	- WIOA 25	Workforce Development	6/15/2026	1,736.07
Grundy-Kendall Regional Office of Education	Youth Supportive Services	- WIOA 25	Workforce Development	6/15/2026	549.33
Grundy-Kendall Regional Office of Education	Youth Supportive Services	- WIOA 25	Workforce Development	6/29/2026	324.72
Grundy-Kendall Regional Office of Education	Academic/Pre-Vocational Services	- WIOA 25	Workforce Development	6/15/2026	980.00
Xerox IT Solutions, LLC	Computer Related Supplies	#NAME?	Workforce Development	6/1/2026	382.46
Provisio, LLC	Software Licensing Cost	#NAME?	Workforce Development	6/1/2026	2,910.00
E J Rohn Company dba Specialty Mat Service	Professional Services	#NAME?	Workforce Development	6/1/2026	33.67
Groot Recycling dba Accurate Document Destruction	Professional Services	#NAME?	Workforce Development	6/1/2026	74.56
Groot Recycling dba Accurate Document Destruction	Professional Services	#NAME?	Workforce Development	6/15/2026	75.12
E J Rohn Company dba Specialty Mat Service	Professional Services	#NAME?	Workforce Development	6/15/2026	33.67
APlus Business Consulting, LLC	Janitorial Services	#NAME?	Workforce Development	6/15/2026	1,326.59
Pitney Bowes Global Financial Services LLC	Equipment Rental	#NAME?	Workforce Development	6/15/2026	165.33
Greater Aurora Chamber of Commerce	General Association Dues	#NAME?	Workforce Development	6/1/2026	495.00
JP Morgan Chase Bank, N.A.	Office Supplies	#NAME?	Workforce Development	6/15/2026	120.42
Insight Public Sector, Inc.	Equipment < $1000	#NAME?	Workforce Development	6/1/2026	1,750.00

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Insight Public Sector, Inc.	Equipment < $1000	#NAME?	Workforce Development	6/1/2026	225.00
Insight Public Sector, Inc.	Equipment < $1000	#NAME?	Workforce Development	6/15/2026	7,900.00
Nicor Gas Company	Utilities- Natural Gas	#NAME?	Workforce Development	6/1/2026	41.14
Nicor Gas Company	Utilities- Natural Gas	#NAME?	Workforce Development	6/1/2026	46.76
Nicor Gas Company	Utilities- Natural Gas	#NAME?	Workforce Development	6/29/2026	32.58
CITY OF BATAVIA	Utilities- Electric	#NAME?	Workforce Development	6/1/2026	85.30
CITY OF BATAVIA	Utilities- Electric	#NAME?	Workforce Development	6/29/2026	62.38
AT&T dba AT&T Enterprises, LLC	Telephone	#NAME?	Workforce Development	6/1/2026	85.29
AT&T dba AT&T Enterprises, LLC	Telephone	#NAME?	Workforce Development	6/29/2026	27.04
JP Morgan Chase Bank, N.A.	Internet	#NAME?	Workforce Development	6/15/2026	307.24
Blade Electric & Technologies, LLC	Professional Services	#NAME?	Workforce Development	6/29/2026	7,840.00
Kruis, Inc.	Janitorial Services	#NAME?	Workforce Development	6/29/2026	1,050.00
Adam D. Schauer	Office Supplies	#NAME?	Workforce Development	6/29/2026	255.52
JP Morgan Chase Bank, N.A.	Office Furniture - Non-Capital	#NAME?	Workforce Development	6/15/2026	2,800.00
Nicor Gas Company	Utilities- Natural Gas	#NAME?	Workforce Development	6/1/2026	108.57
Nicor Gas Company	Utilities- Natural Gas	#NAME?	Workforce Development	6/15/2026	87.39
Nicor Gas Company	Utilities- Natural Gas	#NAME?	Workforce Development	6/29/2026	33.98
ComEd	Utilities- Electric	#NAME?	Workforce Development	6/1/2026	208.29
ComEd	Utilities- Electric	#NAME?	Workforce Development	6/15/2026	203.67
JP Morgan Chase Bank, N.A.	Telephone	#NAME?	Workforce Development	6/15/2026	58.25
JP Morgan Chase Bank, N.A.	Internet	#NAME?	Workforce Development	6/15/2026	339.16
MCI	Telephone	#NAME?	Workforce Development	6/1/2026	50.40
MCI	Telephone	#NAME?	Workforce Development	6/29/2026	50.40
JP Morgan Chase Bank, N.A.	Internet	#NAME?	Workforce Development	6/15/2026	204.90
4Imprint, Inc.	Marketing Supplies	#NAME?	Workforce Development	6/29/2026	636.66
E J Rohn Company dba Specialty Mat Service	Professional Services	#NAME?	Workforce Development	6/1/2026	32.06
Groot Recycling dba Accurate Document Destruction	Professional Services	#NAME?	Workforce Development	6/1/2026	71.00
Groot Recycling dba Accurate Document Destruction	Professional Services	#NAME?	Workforce Development	6/15/2026	71.55
E J Rohn Company dba Specialty Mat Service	Professional Services	#NAME?	Workforce Development	6/15/2026	32.06
APlus Business Consulting, LLC	Janitorial Services	#NAME?	Workforce Development	6/15/2026	1,263.41
Heidy Barrera	Employee Mileage Expense	#NAME?	Workforce Development	6/1/2026	57.20
Ann-Margaret Luciano	Employee Mileage Expense	#NAME?	Workforce Development	6/1/2026	91.30
Ann-Margaret Luciano	Employee Mileage Expense	#NAME?	Workforce Development	6/1/2026	45.00
Heidy Barrera	Employee Mileage Expense	#NAME?	Workforce Development	6/15/2026	134.42
Heidy Barrera	Employee Mileage Expense	#NAME?	Workforce Development	6/29/2026	67.35
Nicor Gas Company	Utilities- Natural Gas	#NAME?	Workforce Development	6/1/2026	39.19
Nicor Gas Company	Utilities- Natural Gas	#NAME?	Workforce Development	6/1/2026	44.54
Nicor Gas Company	Utilities- Natural Gas	#NAME?	Workforce Development	6/29/2026	31.02
CITY OF BATAVIA	Utilities- Electric	#NAME?	Workforce Development	6/1/2026	81.23
CITY OF BATAVIA	Utilities- Electric	#NAME?	Workforce Development	6/29/2026	59.41
AT&T dba AT&T Enterprises, LLC	Telephone	#NAME?	Workforce Development	6/1/2026	81.22
AT&T dba AT&T Enterprises, LLC	Telephone	#NAME?	Workforce Development	6/29/2026	25.75
JP Morgan Chase Bank, N.A.	Internet	#NAME?	Workforce Development	6/15/2026	322.60
JP Morgan Chase Bank, N.A.	Communication/Web Host	#NAME?	Workforce Development	6/15/2026	76.00
JP Morgan Chase Bank, N.A.	Conferences and Meetings	#NAME?	Workforce Development	6/15/2026	170.24
Business and Career Services Incorporated	Miscellaneous Contractual Exp	#NAME?	Workforce Development	6/1/2026	8,116.33
Business and Career Services Incorporated	Miscellaneous Contractual Exp	#NAME?	Workforce Development	6/1/2026	2,114.84
Business and Career Services Incorporated	Miscellaneous Contractual Exp	#NAME?	Workforce Development	6/15/2026	3,304.30
Business and Career Services Incorporated	Miscellaneous Contractual Exp	#NAME?	Workforce Development	6/29/2026	2,606.66
Business and Career Services Incorporated	Work Based Learning Activities	#NAME?	Workforce Development	6/1/2026	3,974.95
Business and Career Services Incorporated	Work Based Learning Activities	#NAME?	Workforce Development	6/1/2026	1,251.37
Business and Career Services Incorporated	Work Based Learning Activities	#NAME?	Workforce Development	6/15/2026	909.70
Business and Career Services Incorporated	Work Based Learning Activities	#NAME?	Workforce Development	6/29/2026	506.91
Business and Career Services Incorporated	Youth Supportive Services	#NAME?	Workforce Development	6/1/2026	2,288.07
Business and Career Services Incorporated	DT Job Readiness Training	#NAME?	Workforce Development	6/15/2026	1,306.25
Waubonsee Community College	SS Other Supportive Services	#NAME?	Workforce Development	6/29/2026	700.00
Midwest Computer Products, Inc.	Computers	Other- Countywide Expenses	Capital Projects	6/1/2026	1,560.00
Blade Electric & Technologies, LLC	Computers	Other- Countywide Expenses	Capital Projects	6/1/2026	19,720.00

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Dell Marketing LP	Computers	Other- Countywide Expenses	Capital Projects	6/29/2026	1,812.44
Dell Marketing LP	Computers	Other- Countywide Expenses	Capital Projects	6/29/2026	10,686.60
Dell Marketing LP	Computers	Other- Countywide Expenses	Capital Projects	6/29/2026	8,758.20
Tyler Technologies, Inc. (New World)	Computer Software- Capital	Other- Countywide Expenses	Capital Projects	6/15/2026	4,600.00
Hampton Lenzini & Renwick, Inc.	Contractual/Consulting Services	Other- Countywide Expenses	Capital Projects	6/29/2026	4,500.00
Bonnell Industries, Inc.	Automotive Equipment	Other- Countywide Expenses	Capital Projects	6/1/2026	11,160.08
Bonnell Industries, Inc.	Automotive Equipment	Other- Countywide Expenses	Capital Projects	6/1/2026	10,894.42
Lite Construction, Inc.	Building Improvements	Other- Countywide Expenses	Capital Projects	6/1/2026	59,082.04
Wight & Company	Building Improvements	Other- Countywide Expenses	Capital Projects	6/1/2026	12,584.83
Midwest Environmental Consulting Services, Inc.	Building Improvements	Other- Countywide Expenses	Capital Projects	6/15/2026	1,228.00
Urban Elevator Service, LLC	Building Improvements	Other- Countywide Expenses	Capital Projects	6/15/2026	62,703.00
Geneva Construction Company	Building Improvements	Other- Countywide Expenses	Capital Projects	6/15/2026	5,154.38
Geneva Construction Company	Building Improvements	Other- Countywide Expenses	Capital Projects	6/15/2026	56,534.10
Wight & Company	Building Improvements	Other- Countywide Expenses	Capital Projects	6/29/2026	4,000.00
Correct Electronics, Inc.	Special Purpose Equipment	Other- Countywide Expenses	Capital Projects	6/1/2026	1,500.00
Correct Electronics, Inc.	Special Purpose Equipment	Other- Countywide Expenses	Capital Projects	6/29/2026	1,500.00
Security Systems, LLC dba Creative Technologies	Special Purpose Equipment	Other- Countywide Expenses	Capital Projects	6/29/2026	18,072.00
Blade Electric & Technologies, LLC	Building Improvements	Other- Countywide Expenses	Judicial Facility Construction	6/1/2026	6,370.00
JP Morgan Chase Bank, N.A.	Contractual/Consulting Services	Other- Countywide Expenses	Judicial Facility Construction	6/15/2026	1,519.00
MIP V Onion Parent LLC dba Lakeshore Recycling	Repairs and Maintenance- Roads	Development	Mill Creek Special Service Area	6/15/2026	2,678.82
Kramer Tree Specialists, Inc.	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	6/15/2026	10,132.66
Langton Snow Solutions dba Langton Group	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	6/15/2026	21,610.00
Langton Snow Solutions dba Langton Group	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	6/15/2026	448.00
Langton Snow Solutions dba Langton Group	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	6/15/2026	560.00
Langton Snow Solutions dba Langton Group	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	6/29/2026	18,826.00
Safe Step, LLC	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	6/29/2026	31,283.42
Rehm Electric Shop, Inc.	Intersect Lighting Services	Development	Mill Creek Special Service Area	6/1/2026	575.80
Rehm Electric Shop, Inc.	Intersect Lighting Services	Development	Mill Creek Special Service Area	6/1/2026	329.76
Rehm Electric Shop, Inc.	Intersect Lighting Services	Development	Mill Creek Special Service Area	6/29/2026	220.00
Hampton Lenzini & Renwick, Inc.	Miscellaneous Contractual Exp	Development	Mill Creek Special Service Area	6/1/2026	3,295.44
Hampton Lenzini & Renwick, Inc.	Miscellaneous Contractual Exp	Development	Mill Creek Special Service Area	6/1/2026	1,558.20
Securadyne Systems Intermediate LLC dba Adesta LLC	Miscellaneous Contractual Exp	Development	Mill Creek Special Service Area	6/15/2026	3,754.40
Hampton Lenzini & Renwick, Inc.	Miscellaneous Contractual Exp	Development	Mill Creek Special Service Area	6/29/2026	1,746.41
Hampton Lenzini & Renwick, Inc.	Miscellaneous Contractual Exp	Development	Mill Creek Special Service Area	6/29/2026	266.67
Brooke Roff	Operating Supplies	Development	Mill Creek Special Service Area	6/15/2026	58.94
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	6/1/2026	180.89
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	6/1/2026	4.71
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	6/1/2026	6.01
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	6/1/2026	54.86
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	6/1/2026	165.63
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	6/1/2026	7.06
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	6/1/2026	179.52
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	6/1/2026	47.34
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	6/1/2026	50.25
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	6/29/2026	39.84
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	6/29/2026	44.68
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	6/29/2026	51.25
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	6/29/2026	100.83
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	6/29/2026	154.87
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	6/29/2026	52.81
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	6/29/2026	76.96
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	6/29/2026	47.21
Meaghan O'Connor	Impact Fees	Transportation	Central Impact Fees	6/1/2026	15,457.52
V3 Companies, LTD	Engineering Services	Transportation	Central Impact Fees	6/1/2026	47,230.69
V3 Companies, LTD	Engineering Services	Transportation	Central Impact Fees	6/1/2026	49,876.51
Martam Construction, Inc.	Road Construction	Transportation	Central Impact Fees	6/1/2026	351,580.11
Peralte-Clark, LLC	Engineering Services	Transportation	South Impact Fees	6/29/2026	1,650.52
JP Morgan Chase Bank, N.A.	Interest- Bonds	Debt Service	Capital Improvement Debt Service	6/8/2026	78,039.50

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
US Bank National Association	Interest- Bonds	Debt Service	Recovery Zone Bond Debt Service	6/8/2026	15,720.00
Clean Harbors Environmental Services, Inc.	Contractual/Consulting Services	Environmental Management	Enterprise Surcharge	6/15/2026	3,639.70
Clean Harbors Environmental Services, Inc.	Contractual/Consulting Services	Environmental Management	Enterprise Surcharge	6/15/2026	2,057.70
JP Morgan Chase Bank, N.A.	Professional Services	Environmental Management	Enterprise Surcharge	6/15/2026	33.86
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	Environmental Management	Enterprise Surcharge	6/1/2026	22.95
JP Morgan Chase Bank, N.A.	Operating Supplies	Environmental Management	Enterprise Surcharge	6/15/2026	637.52
JP Morgan Chase Bank, N.A.	Operating Supplies	Environmental Management	Enterprise Surcharge	6/15/2026	115.96
Waste Management of Illinois - West	Operating Supplies	Environmental Management	Enterprise Surcharge	6/15/2026	345.50
JP Morgan Chase Bank, N.A.	Operating Supplies	Environmental Management	Enterprise Surcharge	6/15/2026	19.37
Connor & Gallagher Benefit Services, Inc.	Contractual/Consulting Services	Other- Countywide Expenses	Health Insurance Fund	6/1/2026	10,416.67
Connor & Gallagher Benefit Services, Inc.	Contractual/Consulting Services	Other- Countywide Expenses	Health Insurance Fund	6/15/2026	10,416.67
Flexible Benefits Service, LLC	Healthcare Admin Services	Other- Countywide Expenses	Health Insurance Fund	6/1/2026	1,384.75
Flexible Benefits Service, LLC	Healthcare Admin Services	Other- Countywide Expenses	Health Insurance Fund	6/29/2026	1,380.00
Health Care Service Corporation dba BCBSIL	Healthcare - Stop Loss Insurance	Other- Countywide Expenses	Health Insurance Fund	6/15/2026	**(390,127.69)**
Fidelity Security Life Insurance Company (Eyemed)	Healthcare - Vision Insurance	Other- Countywide Expenses	Health Insurance Fund	6/15/2026	7,984.69
Cigna Health & Life Insurance Company	Healthcare - Dental Insurance	Other- Countywide Expenses	Health Insurance Fund	6/29/2026	73,728.54
Flexible Benefits Service, LLC	Healthcare - Medical Expense Reimbursement	Other- Countywide Expenses	Health Insurance Fund	6/1/2026	6,265.45
Flexible Benefits Service, LLC	Healthcare - Medical Expense Reimbursement	Other- Countywide Expenses	Health Insurance Fund	6/1/2026	5,141.22
Magellan Healthcare, Inc.	Employee Assistance Plan	Other- Countywide Expenses	Health Insurance Fund	6/15/2026	3,360.00
Flexible Benefits Service, LLC	HSA Employee Accounts	Other- Countywide Expenses	Health Insurance Fund	6/26/2026	15,858.26
Health Care Service Corporation dba BCBSIL	Healthcare - Stop Loss Insurance	Other- Countywide Expenses	Health Insurance Fund	6/15/2026	121,512.84
Health Care Service Corporation dba BCBSIL	Self Insured Healthcare Claims	Other- Countywide Expenses	Health Insurance Fund	6/15/2026	1,449,500.66
Health Care Service Corporation dba BCBSIL	Self Insured Healthcare Claims Administration	Other- Countywide Expenses	Health Insurance Fund	6/15/2026	30,636.00
Health Care Service Corporation dba BCBSIL	Healthcare Facility Access Fee	Other- Countywide Expenses	Health Insurance Fund	6/15/2026	3,260.70
Health Care Service Corporation dba BCBSIL	Healthcare Credits	Other- Countywide Expenses	Health Insurance Fund	6/15/2026	**(77,503.20)**
Health Care Service Corporation dba BCBSIL	Healthcare - Stop Loss Insurance	Other- Countywide Expenses	Health Insurance Fund	6/15/2026	66,092.85
Health Care Service Corporation dba BCBSIL	Self Insured Healthcare Claims	Other- Countywide Expenses	Health Insurance Fund	6/15/2026	867,209.61
Health Care Service Corporation dba BCBSIL	Self Insured Healthcare Claims Administration	Other- Countywide Expenses	Health Insurance Fund	6/15/2026	39,353.39
Health Care Service Corporation dba BCBSIL	Healthcare HMO Managed Care Fee	Other- Countywide Expenses	Health Insurance Fund	6/15/2026	8,881.86
Health Care Service Corporation dba BCBSIL	Healthcare Physician Services Fee	Other- Countywide Expenses	Health Insurance Fund	6/15/2026	197,788.92
Health Care Service Corporation dba BCBSIL	Healthcare Credits	Other- Countywide Expenses	Health Insurance Fund	6/15/2026	**(85,518.30)**
Humana Insurance Company	Healthcare - Health Insurance	Other- Countywide Expenses	Health Insurance Fund	6/1/2026	14,937.30
Humana Insurance Company	Healthcare - Health Insurance	Other- Countywide Expenses	Health Insurance Fund	6/1/2026	14,937.30
Humana Insurance Company	Healthcare - Health Insurance	Other- Countywide Expenses	Health Insurance Fund	6/29/2026	16,715.55
Flexible Benefits Service, LLC	MERP Claim Reimbursements	Other- Countywide Expenses	Health Insurance Fund	6/15/2026	5,177.56
Flexible Benefits Service, LLC	MERP Claim Reimbursements	Other- Countywide Expenses	Health Insurance Fund	6/15/2026	2,447.74
Flexible Benefits Service, LLC	MERP Claim Reimbursements	Other- Countywide Expenses	Health Insurance Fund	6/29/2026	1,531.26
Flexible Benefits Service, LLC	MERP Claim Reimbursements	Other- Countywide Expenses	Health Insurance Fund	6/29/2026	10,477.29
Flexible Benefits Service, LLC	MERP Administration Fees	Other- Countywide Expenses	Health Insurance Fund	6/1/2026	337.25
Flexible Benefits Service, LLC	MERP Administration Fees	Other- Countywide Expenses	Health Insurance Fund	6/29/2026	327.75
Mickey, Wilson, Weiler, Renzi, Lenert & Julien, PC	Accrued Liabilities		Special Trust	6/15/2026	15,200.00
AT&T dba AT&T Enterprises, LLC	Distribution	Information Technologies	911 Emergency Surcharge	6/29/2026	221.09
Jerald Bleck	Distribution	Information Technologies	911 Emergency Surcharge	6/29/2026	1,912.50
John F. Harahan	Distribution	Information Technologies	911 Emergency Surcharge	6/29/2026	1,320.00
Lauterbach & Amen, LLP	Distribution	Information Technologies	911 Emergency Surcharge	6/29/2026	2,000.00
Voiance Language Services, LLC	Distribution	Information Technologies	911 Emergency Surcharge	6/29/2026	471.00
Tri-Com Central Dispatch/City of Geneva	Distribution	Information Technologies	Wireless 911	6/29/2026	165,343.97
Tri-Com Central Dispatch/City of Geneva	Distribution	Information Technologies	Wireless 911	6/29/2026	152,245.31

VENDOR	NATURE OF CLAIM	OFFICE / DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Illinois Department of Revenue	Accrued Liabilities		Recorder's Rental Surcharge	6/1/2026	80,262.00
Flexible Benefits Service, LLC	Accrued Liabilities		Flexible Spending Account	6/1/2026	7,949.40
Flexible Benefits Service, LLC	Accrued Liabilities		Flexible Spending Account	6/1/2026	7,320.70
Flexible Benefits Service, LLC	Accrued Liabilities		Flexible Spending Account	6/15/2026	8,557.29
Flexible Benefits Service, LLC	Accrued Liabilities		Flexible Spending Account	6/15/2026	6,170.74
Flexible Benefits Service, LLC	Accrued Liabilities		Flexible Spending Account	6/29/2026	10,780.13
Flexible Benefits Service, LLC	Accrued Liabilities		Flexible Spending Account	6/29/2026	6,592.27
Office of the Illinois State Treasurer	Accrued Liabilities		County Clerk Domestic Violence	6/15/2026	1,470.00
IL Department of Public Health - Vital Records	Accrued Liabilities		Death Certificates	6/29/2026	11,544.00
Illinois Department of Revenue	Accrued Liabilities		State Real Estate Transfer Tax	6/1/2026	519,593.00
TOTAL				**3,015**	**$ 13,995,183.64**

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-352

AUTHORIZING REVISION TO THE KANE COUNTY FINANCIAL POLICIES (TRAVEL POLICY)

WHEREAS, the Local Government Travel Expense Control Act (50 ILCS 150/1 et seq.) permits local public agencies to regulate the reimbursement of travel, meal, and lodging expenses for officers and employees (50 ILCS 150/10); and

WHEREAS, County Code 2-72 establishes guidelines for employees and officers related to travel expenses; and

WHEREAS, the Kane County Board has established a Travel Policy within the Kane County Financial Policies; and

WHEREAS, compliance for the Kane County Travel Policy is currently administered by the Kane County Auditor and all exceptions must be approved by the Kane County Board; and

WHEREAS, to ensure that the Travel Policy is current and reflects the terminology used by airlines frequently traveled by Kane County employees, the Kane County Board desires to amend the Travel Policy in the Kane County Financial Policies, as set forth in the attached Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Travel Policy section in the Kane County Financial Policies is hereby amended as set forth in the attached Exhibit A.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

Exhibit A

TRAVEL POLICY

1. Authorization; Schedule: Reimbursement for expenses of county board members, elected officials and county employees traveling on county business shall be authorized and paid in accordance with the following unless otherwise provided for by State Statute:

   Overnight and Multi-Day Travel

   a) Permitted Rates:

      i. *Transportation*:

         a. Private Auto: *With prior supervisor approval Employee* travel on County business by private auto is reimbursable at the IRS mileage rate. Mileage allowance is to compensate traveler for gas, oil, insurance and normal vehicle operating expenses. *There is no mileage reimbursement for the trip from home to each employee's assigned workplace, which is defined as commutation mileage.* Where private auto is used on out of town trips, the mileage allowance is not to exceed the related cost of ~~coach~~ **the least expensive available** airfare **class**. Travelers attending the same conference or seminar should car pool. *County vehicles should be used whenever possible. Only reimbursement for out of pocket expenses when a private vehicle is used. Travelers using their personal vehicle must carry auto insurance equivalent to that maintained on county vehicles and must show evidence that their policy is in force.*

         b. Airfare Or Train: The actual cost, not to exceed ~~coach~~ **the least expensive available** air fare **class**. Private airplane at private auto mileage rate but not to exceed the related cost of ~~coach~~ **the least expensive available** airfare **class**. Airfare shall normally assume seven (7) day advance purchase and non-~~cancelable~~ **refundable** basis. Internet bookings should be used when available as the lowest possible air fare for the destination. Exceptions must be explained and approved by the elected official or department head.

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Revision to the Kane County Financial Policies (Travel Policy)

Committee Flow:
Finance and Budget Committee, Executive Committee, County Board

Contact:
Penny Wegman, 630.232.5918

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

Recommendation to amend the County's travel policies so that the terminology used by airlines frequently traveled on by Kane County employees is reflected in the current travel policy.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-353

APPROVING PERSONAL EXPENSE VOUCHER REIMBURSEMENT REQUESTS

WHEREAS, the Local Government Travel Expense Control Act (50 ILCS 150/1 et seq.) requires Kane County to regulate the reimbursement of all travel, meal, and lodging expenses of officers and employees; and

WHEREAS, the Travel Policy in the Kane County Financial Policies provides that travel reimbursement claims must be documented on a personal expense voucher and submitted to the Auditor's Office with approval by an employee's supervisor or other designated party and supporting documentation within sixty (60) days of the travel date; and

WHEREAS, the following travel reimbursement requests were submitted to the Auditor's Office more than sixty (60) days after the travel date, but otherwise contain all documentation that is required under the Travel Policy in the Kane County Financial Policies; and

WHEREAS, the Auditor's Office brings this resolution for the County Board to review the submitted requests and to consider authorizing an exception to the Travel Policy that is set out in the Kane County Financial Policies; and

WHEREAS, these reimbursements may be considered taxable income under Internal Revenue Service regulations as they exceed the sixty (60) day requirement.

NOW, THEREFORE, BE IT RESOLVED that the following travel reimbursement requests are hereby approved by the Kane County Board:

BATCH	AMOUNTS
2026-00009608	$ 130.50
2026-00010020	$ 26.97
Total	**$ 157.47**

Passed by the Kane County Board on August 11, 2026.

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

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving Personal Expense Voucher Reimbursement Requests

Committee Flow:
Finance and Budget Committee, Executive Committee, County Board

Contact:
Penny Wegman, 630.232.5915

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution approves certain personal expense voucher reimbursement requests that were submitted more than sixty (60) days after the travel date.

Kane County Personal Expense Voucher
Invoice #: 20260612-T-DS

First Name: Devon
Last Name: [redacted]
Address: [redacted]
City: DeKalb
State: IL
Zip Code: 60115
Department: Workforce Development
Fund/Dept./Sub-Dept.: 480.98125.98300.03.53120 $74.39
480.98125.98400.03.53120 $56.11

Mileage Rate (per mile): 0.725

Date (MM/DD/YYYY)	Description/Purpose	Start Location	End Location	Miles	Mileage Reimb	Other Transport	Lodging	Meals	Other
04/10/2026	Travel to/from home to work	Dekalb to Batavia (30.4 mi)	Batavia to DeKalb (30.4 mi)	60.80	$44.080				
04/17/2026	Travel to/from home to work	Dekalb to Batavia (30.4 mi)	Batavia to DeKalb (30.4 mi)	60.80	$44.080				
04/24/2026	Travel to/from home to work	Dekalb to Batavia (30.4 mi)	Batavia to DeKalb (30.4 mi)	60.80	$44.080				
			Total(s)	~~182.40~~ 180.00	$132.24 $130.50	$0.00	$0.00	$0.00	$0.00

Grand Total: ~~$132.24~~ $130.50

Explanation:

Travel to/from DeKalb office - 650 N. Peace Rd, Suit 8, DeKalb to Batavia office - 143 1st street, Batavia IL

RECEIVED 6/15/26

CHECKLIST

Checklist Item	Yes/No
Receipts and/or Agenda Attached?	~~Yes~~ N/A
Employee Home Address Included?	Yes ✓
Are the expenditures submitted with supporting documentation to the Auditor's Office within 60 days?	No

SUMMARY OF EXPENSES

Description	Project Code	Amount/Item
Conference/ Meeting	53100	
Training Expense	53110	
Mileage Expense	53120 ✓	~~$132.24~~
Other		
Total		~~$132.24~~ $130.50 AND

I CERTIFY THAT THE ABOVE EXPENSES ARE CORRECT, AND WERE INCURRED FOR COUNTY BUSINESS. I FURTHER CERTIFY THAT, IF ANY ABOVE EXPENSES INVOLVED THE USE OF A MOTOR VEHICLE, I HAVE A VALID DRIVER'S LICENSE FOR SAID USE AND HAVE INSURANCE IN THE AMOUNT REQUIRED BY KCC SECTION 2-71 AS AMENDED AND KC PERSONNEL POLICY HANDBOOK AS AMENDED.

Signature: [redacted] Date: 06/12/2026 ✓

Approved By [redacted] Date: 06.15.2026 ✓

Interoffice Mileage Chart

One Way Mileage

	Batavia	DeKalb	Yorkville	Geneva	Elgin CC	Kish College	Waubonsee CC Main Campus	Waubonsee CC Plano	Waubonsee CC Aurora	Gail Borden Library	Plano Public Library
Batavia		30	20	3	14	38	11	22	7	16	
DeKalb	30		30	24	26	9	21	28	28		
Yorkville	20	30		21	29	39	11	3	13		4
Geneva	3	24	21		11	32	13	23	9		
Elgin Community College	14	27	29	12							
Kishwaukee College	38	9	39	32							
Waubonsee	11	20	11	13							
WCC - Plano	22	28	3	23							
WCC - Aurora	7	28	12	9							

Click on the Mileage to open Google Maps with the suggested directions. If your destination is not on the chart, please print and submit a map with your PEV showing your travel. Please Include a copy of this chart with your PEV.

Updated 8/24/2022

This page intentionally left blank

Kane County Personal Expense Voucher

Invoice #: 20260408T-DS

First Name: David

Last Name: [redacted]

Address: [redacted]

City: East Dundee

State: IL

Zip Code: 60118

Department: Development

Fund/Dept./Sub-Dept.: 001.690.690.53120

Mileage Rate (per mile): 0.725

Date (MM/DD/YYYY)	Description/Purpose	Start Location	End Location	Miles	Mileage Reimb	Other Transport	Lodging	Meals	Other
04/07/26	4.7.2026 ZBA Meeting	East Dundee, IL	East Dundee, IL	37.20	$26.970				
		[redacted]							
			Total(s)	37.20	$26.97	$0.00	$0.00	$0.00	$0.00

Grand Total: $26.97

Explanation:

Round trip from my East Dundee home to Kane County Government Center and back for 4.7.2026 ZBA meeting.

[redacted]

1/2

CHECKLIST

Checklist Item	Yes/No
Receipts and/or Agenda Attached?	Y
Employee Home Address Included?	Y
Are the expenditures submitted with supporting documentation to the Auditor's Office within 60 days?	N

SUMMARY OF EXPENSES

Description	Project Code	Amount/Item
Conference/ Meeting	53100	
Training Expense	53110	
Mileage Expense	53120	$26.97
Other		
Total		$26.97

I CERTIFY THAT T[redacted]D FOR COUNTY BUSINESS. I FURTHER CERTIFY THAT, IF ANY ABOVE EXPENSES INVOLVED THE USE OF A MOTOR VEHICLE, I HAVE A VALID DRIVER'S [redacted]OUNT REQUIRED BY KCC SECTION 2-71 AS AMENDED AND KC PERSONNEL POLICY HANDBOOK AS AMENDED.

Signature: [redacted] Date: 04/08/2026

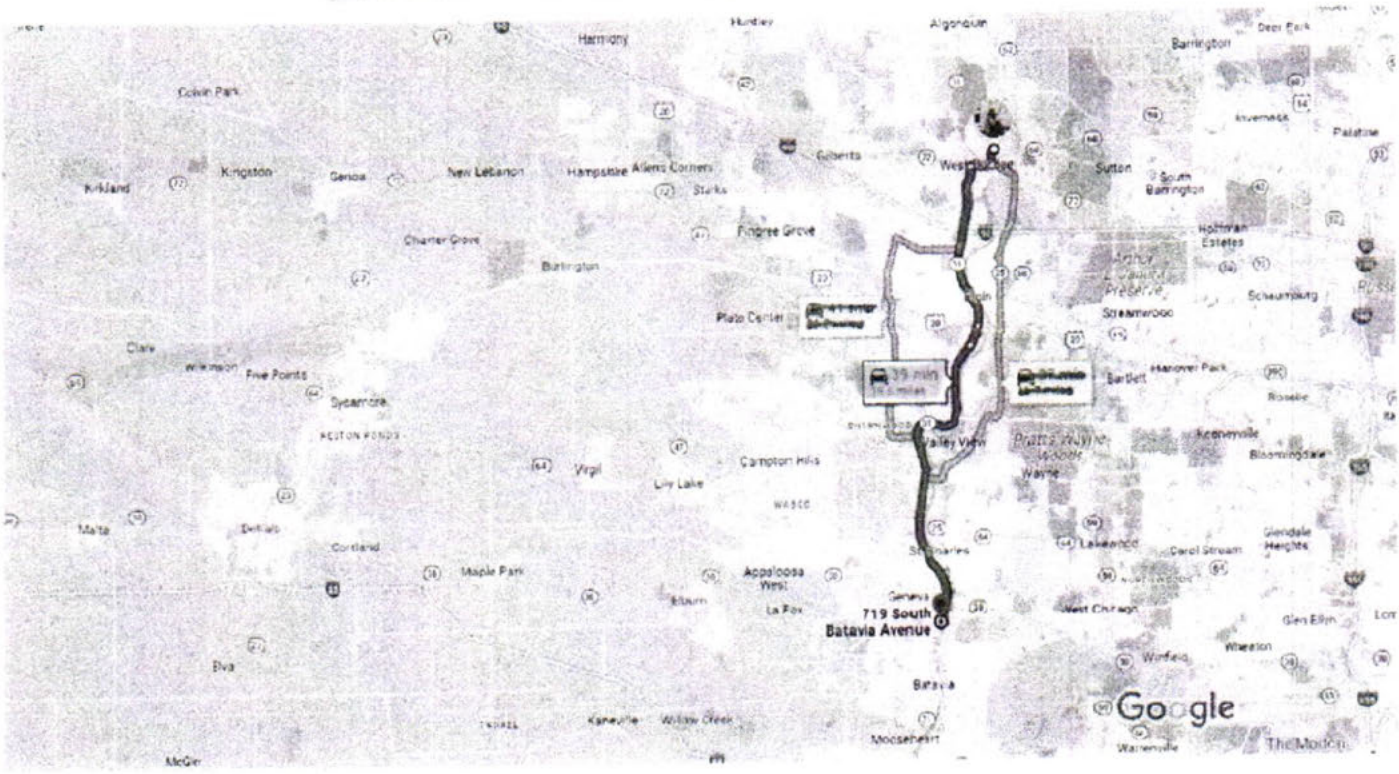
Approved By: [redacted] Date: 6/23/26

8/2

Google Maps

[redacted]East Dundee, IL 60118 to 719 S Batavia Ave, Geneva, IL 60134

Drive 18.6 miles, 39 min



via IL-25 S and State Rte 31 S Fastest route now due to traffic conditions	37 min 18.7 miles	
via State Rte 31 S	39 min ONE WAY = 18.6 miles	x 2 = 37.2 MILES TOTAL TRIP
via N Randall Rd and State Rte 31 S	41 min 20.8 miles	

Explore nearby 719 S Batavia Ave

[redacted]

Restaurants Hotels Gas stations Parking Lots

KANE COUNTY
ZONING BOARD OF APPEALS

Tracy Aris, *Chair*
Michael Stoffa
Martell Armstrong
Mary Lake
Burt Natkins
William Wilson
David Schultz
Marc Falk

Mark D. VanKerkhoff
Zoning Enforcement Officer

Natalie Zine
Building & Zoning Division Manager

Keith Berkhout
Zoning Planner

NOTICE AND AGENDA

NOTICE IS HEREBY GIVEN THAT A ZONING BOARD OF APPEALS MEETING WILL BE HELD ON

APRIL 7, 2026 AT 7:00 P.M.

Kane County Government Center
719 S. Batavia Avenue, Geneva, IL 60134
Building A, 1st Floor Auditorium

---

1. **CALL TO ORDER**

2. **ROLL CALL AND DECLARATION OF QUORUM**

3. **PLEDGE OF ALLEGIANCE**

4. **PUBLIC COMMENT (NON-AGENDA ITEMS)**

5. **PUBLIC HEARING**

5.A	**Petition:**	4682
	Applicant:	Jose Barajas/Anahi Tepox
	Request:	Rezoning on a portion of property from F-District Farming to F-2 District – Agricultural related sales, service, processing, research, warehouse and marketing with a Special Use for a landscaping business and F-1 District Rural Residential for the existing residential home
	Location:	3S480 Harter Road. Kaneville Township (10-36-400-005)
	Documents:	Zoning Petitions (See Petition #4682)

6. **OTHER BUSINESS**

7. **EXECUTIVE SESSION (IF NEEDED)**

8. **APPROVAL OF MINUTES**
   - 8.A Approval of the March 3, 2026 Zoning Board of Appeals Minutes (available online)
   - 8.B Reconsider Approval of October 14, 2025 Zoning Board of Appeals Minutes (see letter attached)

9. **ANNOUNCEMENTS**
   - 9.A No Zoning Board of Appeals meeting scheduled for April 28, 2026 OR May 5, 2026
   - 9.B Tentative Zoning Board of Appeals Meeting scheduled for **May 26, 2026** and/or **June 2, 2026**

10. **ADJOURNMENT**

PUBLIC PARTICIPATION

In order to comply with current updates to the Open Meetings Act, all interested parties are invited to attend the public hearing, present testimony for or against the petition, and cross-examine witnesses presenting testimony for or against the petition, in person at the location listed above or remotely via Zoom. Zoom is a remote conferencing computer service which allows people to "virtually" participate in meetings with a computer or phone. County technical equipment will be available to allow attendees to participate in the meeting.

If you are interested in participating in the Zoning Board meeting remotely, please contact Keith Berkhout at P: 630-232-3495 E: berkhoutkeith@kanecountyil.gov or Natalie Zine at P: 630-232-3494 E: zinenatalie@kanecountyil.gov for more information.

PUBLIC HEARING PROCEDURES

For information regarding the meeting process and rules of the road, please review the Kane County Zoning Board of Appeal's Framework for Public Hearings.

04/01/2026

Patrycja Karwowski

19N310 Boyer Rd

West Dundee IL 60118

contact@topline--construction.com

Re: Revision of minutes from 10/14/25

Property Address [redacted]

Petition number: 4671

To the ZBA,

I am the applicant and property owner with regards to a special use permit. I am asking that public comment made by Sue Tortorea on 10/14/25 be redacted from the record. The specific comment I am referencing is located on page 64 comment starts on line 5 with "and" which ends on line 7 with "that". The reference in this sentence has nothing to do with the petition and is needed to protect our privacy and safety to outside predators and people. I am asking that there is no reference to what is in that sentence as the public does not need to know of this as it is irrelevant to the petition and inappropriate reference by the neighbor. Should you have any questions please feel free to contact me.

[redacted]

Patrycja Karwowski

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-354

AUTHORIZING THE FUNDING OF WORKFORCE DEVELOPMENT PROGRAM EXPENSES FROM THE GENERAL FUND GENERAL ACCOUNT

WHEREAS, on November 30, 2024 Workforce Development paid $29,000 to Center Tool Company - for Instructor/Trainer Wages or Tuition Costs for On The Job Learning from the period October 4, 2021 to March 24, 2023 and sought reimbursement for this expense from the Workforce Innovation and Opportunity Act Program Year 2023 (WIOA 23) Program Year and should have expensed the payment against the Program Year 2022 program; and

WHEREAS, the Department of Commerce and Economic Opportunity (DCEO) has since closed the grant period for which a correction can be made, thus requiring Workforce Development to find alternative funds to reimburse DCEO.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that a transfer be made in Fiscal Year 2026 totaling $29,000 from the General Fund General Account #001 to the Workforce Development Fund #480 so that a reimbursement to DCEO can be made.

$29,000	Cash and Investments	480.10000
$29,000	Transfer from General Fund 001	480.98123.39001
$29,000	Transfer to Workforce Development Fund 480	001.900.900.99480
($29,000)	Fund Balance Utilization	001.000.000.39900

Passed by the Kane County Board on August 11, 2026.

_____
John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

_____
Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title
Authorizing the Funding of Workforce Development Program Expenses from the General Fund General Account

Committee Flow:
Finance and Budget Committee, Executive Committee, County Board

Contact:
Kathleen Hopkinson, 630.208.5132

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source:	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution authorizes the funding of $29,000 of Workforce Development Program expenses from the General Fund General Account.

Department Information

Email Address:

ramerholmesamy@kanecountyil.gov

Department:

Finance

Date:

7/21/2026

Category:

- [ ] Personnel Services
- [ ] Contractual Services
- [ ] Commodities
- [ ] Capital
- [x] Other Transfer Out

Fund:

Fund 001 General Fund General Account

(•) Increase ( ) Decrease

Amount:

$ 29,000.00

Requested Emergency Appropriation and/or Budget Transfer Description and Rationale:

This resolution authorizes the funding of $29,000 of Workforce Development Program expenses from the General Fund General Account.

Attach Draft Resolution

Resolution To Fund WFD Exp.pdf 62.18KB

Category	Account Number	Approved Budget	Debit	Credit
Transfers Out	001.900.900.99480	$ 0.00	$ 29,000.00	$ 0.00

Department Head Approval

Department Head Signature

Kathleen T Hopkinson

Date

7/21/2026

Finance Department Review

Finance Executive Director

Kathleen T Hopkinson

Date

7/22/2026

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-355

AUTHORIZING AN INTERFUND LOAN FOR THE PAYMENT OF PROGRAM EXPENSES FROM THE GENERAL FUND FOR THE HEALTH DEPARTMENT IN INSTANCES WHERE FUNDING AGREEMENTS OR REIMBURSEMENTS ARE DELAYED

WHEREAS, the Kane County Health Department receives annual allocations of Federal funding from the U.S. Department of Housing and Urban Development; and

WHEREAS, said funding supports a variety of housing and community development initiatives that improve neighborhood living conditions and provides housing services for area residents; and

WHEREAS, funding agreements for said programs are occasionally delayed, and the timing of reimbursements is either delayed or do not coincide with the County's accounts payable schedule; and

WHEREAS, for financial reporting and accounting purposes, this interfund loan agreement will be renewed each fiscal year to take into consideration revisions to the loan amount or other terms; and

WHEREAS, for fiscal year 2026, an interfund loan amount of $500,000 should be made from the County's General Fund - General Account to cover the payment of program expenses in the funds 404, 409 and 414; and

WHEREAS, under Kane County's Financial Policies, it is necessary to notify the Finance Committee of all interfund loans.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board is authorized to set up interfund loans for Fiscal Year 2026 totaling not more than $500,000 to cover administrative and program expenses for the funds 404, 409 and 414 on the condition that said funds will come from the County's General Fund - General Account #001 and shall be 100% reimbursed during fiscal year 2026 upon the execution of necessary funding agreements and receipt of reimbursements thereunder.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

AUTHORIZING AN INTERFUND LOAN FOR THE PAYMENT OF PROGRAM EXPENSES FROM THE GENERAL FUND FOR THE HEALTH DEPARTMENT IN INSTANCES WHERE FUNDING AGREEMENTS OR REIMBURSEMENTS ARE DELAYED

Committee Flow:
Public Health Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:
Michael Isaacson 630-208-3140

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $500,000.00
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

The resolution provides for an interfund loan to address temporary negative balances for Federal grants administered by the Health Department. Grants are paid through a reimbursement process.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-356

AUTHORIZING A CONTRACT EXTENSION FOR CURBSIDE REFUSE AND RECYCLING SERVICES FOR THE MILL CREEK SPECIAL SERVICE AREA AND UNINCORPORATED BLACKBERRY TOWNSHIP (RFP# 30-021)

WHEREAS, the County of Kane administered an RFP in accordance with the County Purchasing Ordinance for curbside residential collection of refuse, recycling and organic material for the Mill Creek Special Service Area (RFP# 30-021); and

WHEREAS, the County entered into a service contract with LRS Holdings, Inc. for a five-year term of November 1, 2021 - October 31, 2026 (Res 21-387); and

WHEREAS, the contract was amended to include all non-Mill Creek SSA areas of unincorporated Blackberry Township in the service area (Res 22-375); and

WHEREAS, the contract included the option to negotiate a single five (5) year extension; and

WHEREAS, the Department of Environmental and Water Resources, which administers the contract, has found service provision to be of adequate quality during the original contract term; and

WHEREAS, the Department of Environmental and Water Resources, finds the negotiated extension pricing, to be paid to the vendor by residents receiving service, to be fair and competitive for the surrounding market, with no changes to service or program structure.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board authorizes and directs its chairman to enter into a five (5) year contract extension with LRS Holdings, Inc. and Blackberry Township for Curbside Refuse and Recycling Services for the Mill Creek SSA and Unincorporated Blackberry Township at no direct cost to the County.

Line Item: N/A
Line Item Description: N/A
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? N/A
Are funds currently available for this Personnel/Item/Service in the specific line item? N/A
If funds are not currently available in the specified line item, where are the funds available?
Contract costs are paid to vendor by residents of Mill Creek SSA and Unincorporated Blackberry Township.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing a Contract Extension for Curbside Refuse and Recycling Services for the Mill Creek SSA and Unincorporated Blackberry Township (RFP# 30-021)

Committee Flow:
Energy and Environmental Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:
Clair Ryan; ryanclair@kanecountyil.gov; 630-208-3841

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: Residents pay vendor directly	
Was this item passed through the appropriate committee? Yes.	

Summary:

This resolution authorizes the execution of a five (5) year contract extension with LRS Holdings, Inc. for curbside refuse and recycling collection for the Mill Creek SSA and Unincorporated Blackberry Township. This is the first and only extension allowable under the contract.
The County does not pay any contract costs to the vendor. The County's role is to negotiate/maintain favorable services and pricing on behalf of the SSA and Township residents, who pay the vendor directly. The negotiated extension pricing is fair and competitive compared to pricing for similar services in neighboring municipalities. The County receives certain revenues to the 650 fund through this contract, including an annual franchise fee ($10,000) to offset administrative expenses and annual contributions to the Household Hazardous Waste Home Collection Program.

County of Kane
KANE COUNTY GOVERNMENT CENTER

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

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

SECOND SERVICE RIDER TO 30-021

Mill Creek SSA Refuse Removal & Recycling Service
(Contract Extension – 2026-2031)

This RIDER made this _____ day of _____ 2026, is part of and is to be attached to the original Offer to Contract Form (Bid 30-021) made on November 1, 2021, by and between County of Kane and Lakeshore Recycling Systems (LRS) of Morton Grove, IL for refuse removal and recycling services at Mill Creek Special Service Area, as amended by a first intergovernmental agreement and service rider (adopted through County Board Res. 22-375) adding service to the remainder of Unincorporated Blackberry Township to the existing contract.

This second RIDER includes the following:

1. Resolution No. 26-____, approving of the five-year extension
2. Lakeshore Recycling Systems acceptance letter, dated July 8, 2026
3. Offer to Contract, made on November 1, 2021, per Resolution No. 21-387
4. First Service Rider and IGA, entered into on September 22, 2022, per Resolution No. 22-375

(The above contract items and other supporting documents will be made available upon request.)

The County hereby requests and Lakeshore Recycling Systems and Blackberry Township mutually agree to the five (5) year extension of the current contract to for refuse removal and recycling services at Mill Creek Special Service Area and the remainder of residential properties within Unincorporated Blackberry Township. The service terms and conditions are to remain the same, with pricing adjustments as described in LRS's acceptance letter. This is the first and final five-year contract renewal option.

The terms and conditions of this service contract will remain firm and shall commence on November 1, 2026, and shall continue for the duration of five (5) years (The "Term"), and shall expire on October 31, 2031. Annual cost increases proposed for the option years are as referenced in the attached Acceptance Letter.

This is the optional five-year contract renewal as allowed and specified per BID 30-021. The parties hereto mutually agree that the aforesaid Contract for Service, of which this

RIDER is a part, is and shall be and remain in full force and effect in accordance with all the terms and conditions thereof, modified only as specifically provided in this RIDER and previously adopted riders.

Contractor

_____ _____

George Strom
Area Vice President
Lakeshore Recycling Systems
6132 Oakton St.
Morton Grove, IL 60053

Date

Blackberry Township

_____ _____

Esther Steel
Supervisor,
Blackberry Township, IL

Date

The County of Kane

_____ _____

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, IL

Date

Acceptance Letter of Mill Creek Hauling Agreement Extension Terms

July 8, 2026
Kane County Department of Environmental and Water Resources & Kane County Purchasing
719 S. Batavia Avenue
Geneva, IL 60134

Dear Kane County Department of Environmental and Water Resources & Kane County Purchasing

On behalf of LRS, I would like to thank Mill Creek SSA and Blackberry Township for the strong partnership we have built over the years. We are proud of the longstanding relationship between Mill Creek SSA, Blackberry Township and LRS. We greatly value the opportunity to continue serving the community.

LRS respectfully submits this proposal to exercise the additional five-year contract extension option in accordance with the Agreement. The proposed rate structure for the extension term is outlined below.

Contract Year	Sticker Rate	2-Cart Rate	3-Cart Rate
Year 1: Nov 1, 2026 – Oct 31, 2027	$4.35	$22.75	$24.75
Year 2: Nov 1, 2027 – Oct 31, 2028	$4.55	$23.66	$25.74
Year 3: Nov 1, 2028 – Oct 31, 2029	$4.76	$24.61	$26.77
Year 4: Nov 1, 2029 – Oct 31, 2030	$4.97	$25.59	$27.84
Year 5: Nov 1, 2030 – Oct 31, 2031	$5.19	$26.61	$28.95

All other terms, conditions, provisions, and requirements of the original Agreement, shall remain unchanged. Including but not limited to:

- Scope of services
- Billing and payment terms
- Fuel surcharge provisions
- Change in Law provisions
- Insurance requirements
- Performance standards

We appreciate the County's consideration of this proposal and the trust it has placed in LRS over the past five years. We value our partnership with the County and welcome the opportunity to discuss the proposed extension in greater detail and answer any questions you may have.

7/8/26
Date

Sincerely,
George Strom
Area Vice President
LRS

COUNTY OF KANE

Corinne M. Pierog MA, MBA
Kane County Board Chairman

Kane County Government Center
719 South Batavia Avenue
Geneva, IL 60134
P: (630) 232-5931
CPierog@kanecoboard.org
www.countyofkane.org

DOCUMENT VET SHEET

For
Corinne Pierog
Chairman, Kane County Board

Name of Document: Bid 30-021 Refuse and Recycling Service for Mill Creek Resolution No.: 21-387

Submitted by: Tim Keovongsak

Date Submitted: MCC 10-01-21

Dept. Head Signature & Date: _____
(Subject Matter Sign-off)

Legal Review of Contract
Terms (Atty. Sign-off): _____

Approved by: _____
(Legality) (Print Name)

_____
(Signature)

_____
(Date)

Post on Web: Yes _____ No _____ Atty. Initials _____

Comments: This service contract is to provide refuse removal and recycling service for the Mill Creek SSA Area. The Kane County Board authorized the Chairman to enter into a contract with Lakeshore Recycling Systems (LRS), per Resolution 21-387.

Attached is the Offer to Contract Form, supporting documents, and resolution. Please notify the Purchasing Office when this contract is ready to be pick up or requires additional information.

_____

Chairman signed: Yes _____ No _____ Date_____

Document returned to: _____
(Name/Department)

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 21 - 387

AUTHORIZING REFUSE AND RECYCLING SERVICES FOR THE MILL CREEK SPECIAL SERVICE AREA

WHEREAS, offers have been solicited and received in order to retain the services of an experienced and qualified service provider for the purpose of providing Refuse Removal and Recycling Services for the Mill Creek Special Service Area; and

WHEREAS, Lakeshore Recycling Systems (LRS) of Morton Grove, IL has been determined to be the most qualified provider offering the most comprehensive suite of services with the lowest cost for residential waste and recycling collection for the residents of the Mill Creek SSA as per specifications; and

WHEREAS, this contract with LRS, the most responsive, responsible vendor meeting all requirements, secures the lowest cost and best service for the residents of Mill Creek SSA, starting at a substantially lower cost than residents are currently paying and includes added service options; and

WHEREAS, this contact, at no cost to Kane County, includes a franchise fee to cover the cost of contract administration and ongoing program management, and further includes a fee contributing to the pre-existing County managed Household Hazardous Waste Home Collection program provided in Mill Creek, both of which fees are payable by the service provider to Kane County Department of Environmental and Water Resources on an annual basis.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman of the County Board is hereby authorized to enter into a (5) five-year contract from November 1, 2021 to October 31, 2026 (with a (5) five-year extension option) with Lakeshore Recycling Systems (LRS) of Morton Grove, IL for refuse removal and recycling services in the Mill Creek Subdivision for the Mill Creek Special Service Area.

Passed by the Kane County Board on September 14, 2021.

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

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:
[Unanimous]

09-21 Mill Creek Refuse Recycling

August 24, 2021

County of Kane
Attn: Purchasing Department and Ms. Jennifer Jarland
719 S. Batavia Avenue
Geneva, IL 60134

RE: Request for Clarifications for Bid 30-021 Mill Creek Curbside Refuse, Recycling and Organics Collection Services

Dear Kane County Purchasing Department and Ms. Jennifer Jarland,

Thank you for providing the clarifications as it pertains to the above referenced bid request. On behalf of LRS, we are pleased to present a revised proposal to include revised rates, two (2) E-Waste Home Collections per year for Mill Creek residents for no charge, and completely free disposal for chargable E-Waste items at our nearby facility.

Should LRS be honored be the local service provider for residents of Mill Creek, the County and residents may be confident knowing LRS is a true steward of the environment. Our highly awarded northern, IL team has continued to make history in diligient pursuit of carbon conscience technologies, artificial intelligence, sophisticated equipment, and convenient service platforms providing a robust and sustainable customer-focused package.

Furthermore, we encourage representatives of Kane County or Mill Creek to visit our waste and recycle transfer facility in Elburn and more impressively, our Heartland Recycling Facility in Forest View. Seeing the materials captured and resourced allows a clear picture of where materials are going and what is actually recycled in our process making LRS a globablly renowned stand-out. We accept more items than any other regional facility which helps increase recycling participation rates. Our single-stream recycling facility also possesses the lowest refuse residual rates in the area at approximately 15%.

LRS offers multiple ancillary services available to Mill Creek such as street sweeping, portable restrooms, open top containers, special event containers and so much more. We're glad to discuss any of our services that may interest Mill Creek as a potential fit or complimentary value for the community. LRS is seeking to be a long-term, excellent partner for the County and Mill Creek. We look forward to advancing and improving upon the existing service program. On behalf of our entire team at LRS, please find the proceeding clarification responses. Thank you for your consideration of our revised proposal. We look forward to hearing from you.

Sincerely,

Katie Neary

Katie Neary
LRS Municipal Manager

Please find the below requests for clarification (1-8) and LRS responses as it pertains to the above referenced request.

1. If your default REFUSE cart size is not 95, please confirm your pricing assuming a 95 gallon refuse cart. (Assume a default of Refuse 95, Recycling 65, organics 95) and clarify whether homeowners can request to change the size of their bins one time at no added cost.

LRS Response to Clarification #1

- The LRS proposal includes a 95-gallon Refuse and Organic cart and 65-gallon Recycle cart.
- Residents may request a different size cart as described in the RFP for no charge during the designated cart selection transition period prior to the start of service. LRS will order the desired carts, along with a large back supply of all sizes and types.
- Ideally, residents are allowed ample time to select carts being a minimum of 15 days which would need to end by the order date reflected in our proposed transition timeline to order the carts.
- LRS will also allow a grace-period of up to 30 additional days for residents to exchange carts who did not make a cart selection with the initial transition period for no charge. LRS is generally very generous in this area and seeks to ensure the every resident is happy and satisified as a good start!

2. There was some confusion regarding materials placed outside the carts. To clarify, each of the three service options use stickers for any trash or yard waste/organics "disposal units" placed outside of carts. To be extra clear, in option three, full three - bin service option, homeowners still have to place a sticker on any trash or yard waste/organics "disposal units" placed outside of carts. Recycling remains unlimited and excess can be placed outside the cart for no sticker or added cost, in all service level options. If this understanding alters your pricing in any way please provide corrected pricing.

LRS Response to Clarification #2

- LRS has provided new pricing with this clarification as it impacts every rate provided. Please see new rate schedule attachment.

3. Please confirm that brush collection can be included with organics, and that bundles of brush can be placed next to bins. Each bundle is one sticker. Please also provide specifications for bundle sizes, materials accepted, and other stipulations.

LRS Response to Clarification #3

- Yes, brush and bundles of brush may be placed next to the other approved container(s) or bag(s) as part of the organics program.
- Bundles of brush or branches must be securely tied using biodegradable twine, cord, string or rope.
- Each bundle may not exceed 50 pounds, two (2) feet in diameter and four (4) feet in length. One sticker will be required for each bundle.
- This will apply to any program model including the organic cart subscription service.
- LRS is open to altering specificiations within reasonable limitations should there be a desire to make any changes to brush set out requirements.

4. Please indicate how refuse, recycling, and organics carts will be labeled with guidelines, and include samples of those graphics. Also, please comment on whether mandatory cart labeling will alter your pricing in any way, and offer edited pricing grid if so.

LRS Response to Clarification #4

- LRS provides labeling on every cart model as described on page 28 of our proposal.

- All carts are labeled to indicate the material type, direction the cart should be facing for collection and what is and isn't acceptable for the recycle and organics.

5. If you did not provide quotes for curbside electronics collection, but do offer that service, please submit a paragraph or two regarding guidelines, accepted materials, number of items, and cost per collection.

LRS Response to Clarification #5

- **LRS is offering Mill Creek homes two (2) E-Waste Home Collections per calendar year for no additional charge.** These will be prescheduled events requiring advance registration online (LRS webportal specific for this service is available at: https://www.lrsrecycles.com/ewaste/. Please review the LRS web portal and use 60119 zip code to enter the portal.

- **LRS will accept up to seven items per home** as it corresponds with the Illinois law for residential electronic waste materials collected by a Collector under the state of Illinois Consumer Electronic Recycling Act. (CERA)

- LRS can also provide additional home collections of e-waste if there is interest, however; we believe our extended offer explained in the following point will allow residents ample opportunity to manage E-Waste without adding to the monthly cost.

- **LRS is also offering Mill Creek residents the opportunity to use the Elburn E-Waste Center (across the street from Mill Creek) to recycle/properly dispose of up to two chargable items (TV's or monitors) per calendar year for no charge with proof of address.** LRS will develop a process for this in advance to ensure residents are aware of this free service. All other acceptable items are already free of charge and residents may bring up to seven items per visit/day. Items requiring special handling will require advance payment (items excessively heavy or sized, exceeding 100 pounds or requiring special equipment to manage).

- LRS will accept the following items for electronic waste recycling and properly manage the hazardous components as required by federal and state law:

  - *Cable Receivers*
  - *Cell Phones*
  - *Computers (desktop, laptop, netbook, notebook, tablet)*
  - *Computer Cables*
  - *Digital Converter Boxes*
  - *Digital Video Disc Players*
  - *Digital Video Disc Recorders*
  - *Electronic Keyboards*
  - *Electronic Mice*
  - *Facsimile (Fax) Machines*
  - *Portable Digital Music Player, PDA*
  - *Printers*
  - *Satellite Receivers*
  - *Scanners*
  - *Small Scale Servers*
  - *TV's and Monitors*
  - *Videocassette Recorders*
  - *Video Game Consoles*
  - *Zip Drives*

6. Please comment on the Blackberry Township paragraph, in the scope of work, page 8, section 10. Indicate whether you would extend service with this same pricing to residents in unincorporated Blackberry Township, should a potential future referendum pass during the term of this Mill Creek contract.

LRS Response to Clarification #6

- As described in the LRS proposal, we would be glad to extend the service and pricing to the residents of unincorporated Blackberry Township. Having transitioned similar unincorporated, non-franchised communities in the past, we recommend a three (3) month lead time to properly notify and organize for this as it is somewhat different than transitioning an already franchised (exlcusive service provider) community like Mill Creek.

7. Please acknowledge that you have read and understand the household hazardous waste (SOW, pg. 5, sec. 7) and franchise fees (SOW, pg. 5, sec. 6) included in this contract, and that you have accounted for those in your pricing as offered. If not and you need to alter your pricing, please submit that revised pricing grid with this packet.

LRS Response to Clarification #7

- LRS acknowledges that we have read and understand the above fees and have accounted for these in the proposed pricing.

8. Please reiterate the days of service you propose, ideally all on one day as specified in the bid (scope of work, pg 14, sec. 20).

LRS Response to Clarification #8

- LRS is proposing collection over two days being Wednesday and Thursday. If this is acceptable, we'd work out the specific service area with Mill Creek/Kane County prior to the start of service with a very thorough communication plan so residents will have plenty of notice. We would be interested in learning if there is a reason this would be undesired.
- **LRS can and will adjust to a one-day collection and make it the same as the current schedule.** We are still requesting two days as it will allow the most efficiencies.

V. OFFER TO CONTRACT AND REQUIRED DOCUMENTS

OFFER TO CONTRACT FORM

KANE COUNTY
OFFER TO CONTRACT FORM
For
30-021 MILL CREEK CURBSIDE REFUSE, RECYCLING, AND ORGANICS COLLECTION SERVICES

Bid Due Date & Time: 3:00 p.m., CST on FRIDAY, AUGUST 13, 2021

To: County of Kane (Purchasing Department)
Kane County Government Center, Building (A) Room 211, 212, or 214
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: Lakeshore Recycling Systems (LRS)

I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish and delivery of materials, products, 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 31) 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, Statement of Work, and the following addenda:
No. 1, No. 2, No. 3, No.____, (Contractor to acknowledge addenda here).

B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations, as 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.

V. OFFER TO CONTRACT AND REQUIRED DOCUMENTS (CONTINUED)

INTERGOVERNMENTAL PRICING

III. ***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,(within Kane County). All pricing, catalog, and product discounts will be extended to other Government entities that wish to participate.

Will you offer the same pricing to other Kane County municipalities that are **not** listed as participants within this bid document?

YES (NO) (Circle One) Not Applicable

NOTE: The County of Kane will not be involved in the purchase of services other products specified within this bid document by any other intergovernmental unit (taxing body) that participates. The execution of a purchase contract, 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.

Signature _____ **Typed Signature** _____

Company _____

Address _____

Phone# _____ **Fax #** _____

Federal I.D./Social Security# _____ **Date** _____

JOINT PURCHASING AGREEMENT

Illinois revised statues, 1989, CH. 85, PAR. 1601 ET SEQ. (The joint purchases by governmental units act), authorizes certain local government units and non-for-profit workshops for the severely handicapped (as defined in Illinois Revised Statues, 1989, CH. 127, PAR. 132.7-01, meeting the requirements of CH. 85, PAR. 1602.2) to purchase personal property and supplies jointly. (30 ILCS 525/0.01) (from CH. 85, PAR. 1600) The Governmental Joint Purchasing Act. (Source: P.A. 86-1324.) **(30 ILCS 525/1) (from CH. 85, PAR. 1601) Sec. 1. For the purposes of this Act, "government unit" means State of Illinois, any public authority which has the power to tax, or any other public** entity created by statute. (Source: P.A. 86-769).

(30 ILCS 525/2) (from CH.85, PAR. 1602(Sec. 2. (a) Any governmental unit may purchase personal property, supplies and services jointly with one or more other governmental units. All such joint purchases shall be competitive bids a provided in Section 4 of this Act. (Source: P.A. 87-960). Any authorized local unit of government or qualified workshop that may participate in this contract shall be responsible for issuing purchase orders direct to vendor, processing invoice vouchers and making payments due the vendor. Cash on delivery terms without the consent of the local governmental unit is prohibited. By submitting a bid, the awarded vendor agrees to extend all terms and conditions, specified and the quoted prices or discounts for the item(s) listed in this contract to all authorized local governmental units and qualified workshops.

ADDITIONAL COMMENTS:

_____

III. BID PRICES

A. Subject to the price adjustments set forth below, the Contractor agrees to provide the weekly refuse, recycling, and organics collection services specified in this contract utilizing a model of the resident's choosing according to the three options below. Contractor to invoice residents directly, as per IV. Scope of work, section 5.

1. STICKER PROGRAM – Residents purchase single dual-purpose disposal stickers, which may be used for both refuse and/or yard waste. Stickers will be made available from the Contractor or its designated retailers at the rates shown below. 65-gallon recycling carts, provided to each resident and serviced at no additional cost, do not need a sticker.

Refuse and/or Yard Waste Sticker	
Nov 1, 2021 - Oct 31, 2022	$2.75
Nov 1, 2022 - Oct 31, 2023	$2.82
Nov 1, 2023 - Oct 31, 2024	$2.89
Nov 1, 2024 - Oct 31, 2025	$2.96
Nov 1, 2025 - Oct 31, 2026	$3.04

2. FLAT RATE CART + STICKER PROGRAM – Refuse and recycling carts will be provided for a flat monthly fee. Refuse/Trash carts to be made available for resident's choice in the following standard sizes (35, 65, 95 gal) in case the default size circled below does not work for them. Recycling carts are provided to each resident and serviced at no additional cost. Yard waste has a separate additional cost: stickers (as priced above) may be utilized with brown bags and bundles OR carts may be rented for additional fee (as shown on following page) and as included in flat rate full service three cart program.

Refuse and Recycling Carts Flat Rate – monthly cost			
Please circle your default cart size for Refuse	35 gal	65 gal	95 gal
Please circle your default cart size for Recycling	35 gal	65 gal	95 gal
Nov 1, 2021 - Oct 31, 2022	$ 16.75		
Nov 1, 2022 - Oct 31, 2023	$ 17.17		
Nov 1, 2023 - Oct 31, 2024	$ 17.60		
Nov 1, 2024 - Oct 31, 2025	$ 18.04		
Nov 1, 2025 - Oct 31, 2026	$ 18.49		

Organics Cart Flat Rate Rental – monthly cost			
Please circle your default cart size for Organics	35 gal	65 gal	95 gal
Nov 1, 2021 - Oct 31, 2022	$ 12.00		
Nov 1, 2022 - Oct 31, 2023	$ 12.00		
Nov 1, 2023 - Oct 31, 2024	$ 12.00		
Nov 1, 2024 - Oct 31, 2025	$ 12.00		
Nov 1, 2025 - Oct 31, 2026	$ 12.00		

3. FLAT RATE FULL SERVICE THREE CART PROGRAM – Three carts for refuse, recycling, and Organics will be provided for a flat monthly fee, according to the default sizes specified above. In case the resident wants a cart sized differently than the default size: Refuse, Recycling, and Organics carts are to be made available for resident's choice in the following standard sizes (35, 65, and 95 gal).

Full Service Refuse, Recycling, and Organics Carts – monthly cost	
Nov 1, 2021 - Oct 31, 2022	$ 19.75
Nov 1, 2022 - Oct 31, 2023	$ 20.16
Nov 1, 2023 - Oct 31, 2024	$ 20.60
Nov 1, 2024 - Oct 31, 2025	$ 21.03
Nov 1, 2025 - Oct 31, 2026	$ 21.49

B. The following services add value to the above services. Contractors shall indicate how the services will be provided (by circling one of the following in the table below) either for free, for one (1) sticker, or for an additional fee based on item and payable by the resident upon scheduling collection.

Added Value Services			
Christmas Tree Collection (during two weeks in January each year)	**FREE**	**ONE (1) STICKER**	
Weekly white goods collection (one item/week)	**FREE**	**ONE (1) STICKER**	**ADDITIONAL FEE**
Large Household Items collection (one item/week)	**FREE**	**ONE (1) STICKER**	**ADDITIONAL FEE**

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. The term of this contract shall be for a period of five (5) years. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE SHALL SIGN THIS SECTION.**

Signature Josh Connell Typed Signature Joshua Connell

Company LRS Holdings, LLC

Address/City/State 6132 OAKTON ST, MORTON GROVE, IL 60053

Phone # 773.685.8811 Fax # 773.685.6043

Federal I.D./Social Security # 80-0865048 Date 8/10/2021

ACCEPTANCE

The Offer is hereby accepted for the following services: ***Mill Creek Refuse Removal & Recycling Services***

The Vendor is bound to provide the services and materials listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specifications, amendments, and the vendor's offer is accepted by the County of Kane. **The contract period for this contract shall be from October 30, 2021 through October 30, 2026.**

This contract shall henceforth be referred to as Contract Number **30-021.** The Vendor has been cautioned not to commence any billable work or to provide any supplies or services until said vendor receives a purchase order and or notice to proceed.

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Date

August 12, 2021

Kane County Environmental Department
719 S. Batavia Avenue
Geneva, Illinois 60134

RE: BID NUMBER: 30-021 MILL CREEK CURBSIDE REFUSE, RECYCLING, AND ORGANICS COLLECTION SERVICES

Dear Kane County Environmental Department,

On behalf of LRS, thank you for the opportunity to provide the proceeding bid for Mill Creek's curbside refuse, recycling, and organics collection services. LRS is an independently-owned company based out of Morton Grove, Illinois. Founded as a recycling company, LRS has grown to become the fifth largest private-waste service provider in America.

Our local Municipal Transition Team has conducted over 30 residential transitions from the previous service provider to LRS. We are well-prepared to manage even the rarest of encumbrances that come with transitioning communities to ensure Kane County staff is not burdened by increased call volume or service issues. LRS is a prominent service provider throughout all of Kane County, providing franchised services to Village of Elburn, Campton Township, Plato Township, Kaneville Township, Virgil Township and most recently awarded the Village of Kaneville.

LRS offers increased convenient opportunities for environmental stewardship with our organic food-scrap program as part of our landscape waste and organics program, along with a local electronic recycle center in Elburn for Mill Creek residents. LRS is honored to have been recognized for two-consecutive years with the Illinois Sustainability Award being the only waste service provider in the state to have ever received this esteemed recognition. LRS has always been a domestic recycler as a result of our sophisticated system, technology, equipment and incredible diverse team of individuals.

LRS offers an awarded in-house marketing team to help customize and personalize the education for Mill Creek residents through a vast network of media resources. As part of our commitment to education, the recycle carts we provide for Mill Creek residents will have lids stamped or stickered (weather proof) with the accepted and commonly mistaken unaccepted recyclables with the curbside program.

Mill Creek will be serviced by newer model vehicles. LRS is currently exploring options for electric vehicles which will be available to Mill Creek should we invest in this type of fleet. We're committed to our municipal partners as we endeavor to find and develop the best processes and solutions for managing and minimizing waste materials and costs.

I strongly encourage you to reach out to the references and consider meeting with our team for an interview to discuss our bid. On behalf of our entire local team, we'd be honored and privileged to have that opportunity and to be the chosen service provider. Please contact me at 815.901.2130 or by email at KNeary@lrsrecycles.com for questions or to schedule a time to meet and discuss our bid.

Sincerely,

Katie Neary

Katie Neary
Municipal Manager

MISSION STATEMENT

LRS IS THE INDUSTRY LEADER IN PROVIDING INNOVATIVE AND ENVIRONMENTALLY RESPONSIBLE WASTE AND RECYCLING SOLUTIONS.

OUR TEAM DELIVERS EXCEPTIONAL SERVICE AND VALUE THROUGH RELENTLESS COMMITMENT TO CUSTOMER SATISFACTION AND PRESERVATION OF OUR ENVIRONMENT.

I. EXECUTIVE SUMMARY

OVERVIEW OF LRS

Over 20 years ago, three Chicagoland recycling and waste industry veterans partnered and laid the foundation for LRS from our headquarters in Morton Grove, IL. LRS began with a Chicagoland Material Recovery Facility (MRF or recycle processing plant) and a local waste hauler (Lakeshore Waste Services). Today, LRS is the largest private waste company in Illinois and the fifth largest in the country. LRS owns and operates multiple Material Recovery Facilities (MRFs) throughout northern Illinois and Wisconsin, including a state of the art single-stream MRF being the first waste company in the country to implement robotics using artificial intelligence.

LRS also owns several waste hauling companies throughout the Midwest and recently acquired a landfill in northern Illinois. LRS has strategically acquired companies and partnered with companies that align with common core principles, in turn, offering greater potential in the areas of environmental stewardship, efficiency, convenience, customer service, and technology.

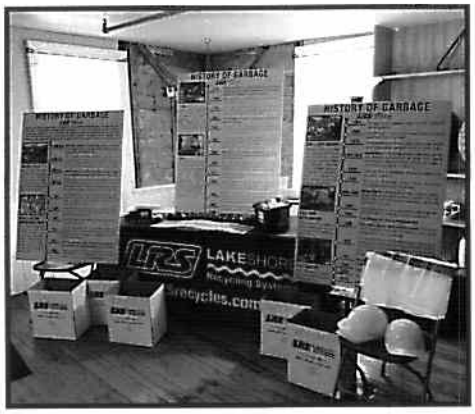
After several years of servicing industrial and commercial customers, and many years of researching municipal services, LRS began offering residential services. Over the past several years, the LRS companies have been newly awarded and transitioned more municipal contracted services than any other waste service provider throughout northern Illinois. LRS is the honored recipient of a surfeit of highly regarded awards, such as the Illinois Sustainability Award, being the only waste company to receive this award. One of our most recent awards include the Overall Safety Award from the Solid Waste Association of North America (SWANA).

LRS offers municipal partners a multitude of services that are sustainable and convenient, along with a competitive rate structure and flexible capabilities. We continue to look for the most sustainable outlet or reuse for the materials we collect, with attention to the total environmental impact. Many of our municipal partners have also recognized an increase in recycling and both cost and waste reductions. LRS offers the following services throughout northern Illinois, all of which are available to our municipal partners:

- Residential Subscription Cart Program
- Residential Volume Based Sticker Program
- Residential RFID Volume Based Cart Program
- Residential Organics/Food Scrap Program
- Household Hazardous Waste Home Collection
- Electronic Waste Home Collection
- Street Sweeping (Preferred Municipal Partner)
- Portable Restrooms, Sinks and Sanitizing Stations
- Portable Storage Units
- Semi-dump Trailer Services
- Commercial & Construction Recycling & Waste Services

I. EXECUTIVE SUMMARY (CONTINUED)

In terms of outreach, LRS has been very successful with our local and dedicated marketing department, complimenting the high standards we have with every area of service. With each community we service, we continuously work with residents and administrators to develop tailored promotional programs that suit the community's characteristics, needs, and expectations. Communities we service are pleased to have a multitude of services to choose from but also receive custom-tailored education, marketing tools and resources, convenient communication methods, and exceptional customer care.



History of Garbage Display for the Lisle Heritage Society

As noted in the letters of reference provided by our municipal partners in the proceeding overview, LRS has proven to have a significant, positive impact in communities, beginning with smooth transitions. Whether it is one year or ten years from now, Mill Creek will enjoy the benefits of a highly awarded, innovative steward of our environment, with exceptional customer service by partnering with LRS.

COMPANY INFORMATION AND PRIMARY CONTACT

Full Company Name:	Lakeshore Recycling Systems (LRS)
Address:	6132 Oakton Street Morton Grove, IL 60053
Phone Number:	815.901.2130
Fax Number:	773.685.6043
Website:	LRSrecycles.com
Company Contact:	Katie Neary Municipal Manager KNeary@LRSrecycles.com

I. EXECUTIVE SUMMARY (CONTINUED)

A. SERVICES OFFERED

The proceeding section outlines services offered by LRS throughout northern Illinois and available for Kane County on behalf of Mill Creek SSA.

Residential Services

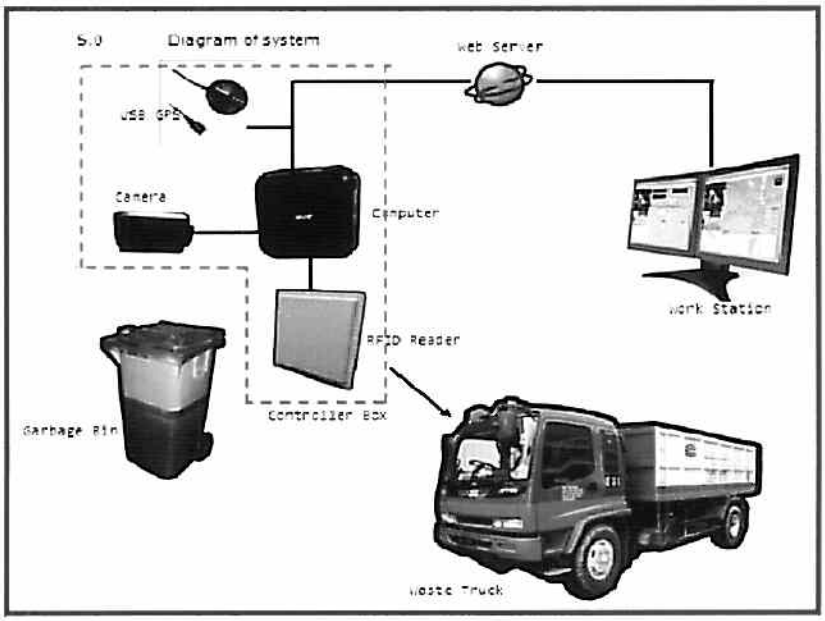
LRS offers comprehensive residential waste collection programs throughout northern Illinois. Municipal franchised programs serviced by LRS range from unlimited and limited subscription services to various pay-as-you-throw (PAYT) program models such as prepaid stickers and Radio Frequency Identification cart service.

Our residential collection services include a variety of highly desired programs to choose from such as organic food scrap composting, electronic recycling for landfill banned items (E-Waste) and household hazardous waste (HHW) recycling and disposal.

In addition to the standard curbside collection service for refuse, recycling and landscape waste, LRS offers a ancillary services often used by residents and our municipal partners to include portable restrooms, sinks and hand wash stations, portable on-site storage units and construction style (open-top) roll-off containers.

RFID Technology

Radio Frequency Identification (RFID) is emerging technology being used in conjunction with residential cart programs. This sustainable program is currently being used by Highland Park, Glencoe and Wheaton, IL. To date, we are one of the few waste collection service providers in the United States to have implemented this technology and with tremendous success.



This program has various benefits that both residents and municipal staff appreciate. The technology utilizes a chip that is embedded into carts to track and charge residents based on use.

Each chip embedded into the cart is registered to the home address and owner. Corresponding RFID hardware communicates with our software system to appropriately charge the homeowner. Residents are invoiced electronically using an auto-replenish billing system similar to that used by the Illinois Tollway Authority, the I-PASS.

I. EXECUTIVE SUMMARY (CONTINUED)

A. SERVICES OFFERED (CONTINUED)

LRS Commercial and Industrial Services

Throughout our LRS companies, commercial and industrial businesses are offered a wide variety of container (dumpster) services. We have containers with lids ranging in size from one cubic yard up to ten cubic yards. We can customize services for small spaces, alley-ways, and work around certain times of the day to accommodate heavy traffic, or heavy waste generation times throughout a day. We are able to design and construct compactor units and provide the receiving containers to fit within allocated spaces. Our experienced staff of commercial and industrial professionals offer customers the most economic and overall best solutions for managing waste materials. LRS offers commercial and industrial businesses containers and collection services for refuse (waste), recycling, yard-waste, organics and universal waste.

LRS Home Construction and Contractor Services

Our LRS network offers a variety of services to accommodate the needs of residents and contractors with home construction projects or clean outs. We offer roll-off containers ranging in size from 10 yards to 50 yards. We also have a large fleet of semi-dump trucks providing services for excavation and demolition debris. As a recycling company, owning one of Illinois largest construction and demolition recycling processing facilities, LRS takes great measures to ensure we are providing contractors with convenient and suitable options for recycling materials generated on construction sites. **The LRS construction and demolition facilities in northern Illinois are LEED Certified (Leadership in Energy and Environmental Design) offering an added layer of value and assurance for our environmentally conscience customers and partners.**

Residents and construction contractors with large and small projects have access to multiple services within our LRS network. Our vast network of resources enable us to provide our customers with a solution for every construction project, including a various sizes of roll-off (open top) construction containers. We also provide a user friendly, online service request platform making the process for exchanging containers very simple and convenient.

LRS Portable Restrooms

Our network of services include Pit Stop which is now the second largest service provider in Illinois for portable restroom services. Pit Stop provides safe and sanitary restrooms for any occasion, from construction job sites, to large community events, to outdoor weddings. Our portable restroom expertise allows us to ensure environmentally-friendly solutions with a variety of units and customizable options.

All of our units include a white roof that illuminates the restroom even on the darkest of days. Our standard units are a popular option providing all necessary restroom amenities at an economical price. All standard units have the option to be equipped with a crane hook or tow behind trailer.

I. EXECUTIVE SUMMARY (CONTINUED)

A. SERVICES OFFERED (CONTINUED)

LRS Street Sweeping

Clean Sweep offers a premium quality of street sweeping services and is the preferred municipal service provider throughout greater Chicagoland. Clean Sweep provides sweeping services for communities, contractors and industrial plants throughout northern Illinois. Our street sweeping capabilities prevent dangerous contaminants from entering sewer systems and local bodies of water. In addition, our sweeping services prevent leaves from clogging sewer systems which help prevent streets from flooding. Equipped with blowing machines and vacuums, our sweeper vehicles safely remove liquids and solids which also contribute to the reduction of municipal street maintenance costs. Our state of the art equipment allow our vehicles to service hard to reach areas on job sites and parking lots.

LRS On-Site Storage

Our portable Storage On Site units provide safe and secure keeping for tools, equipment, overstock and multiple other storage needs. This service is especially useful for construction and demolition professionals to store necessary equipment on-site. Available in gray and orange, our storage containers are made of thick steel and have large double locking doors for maximum security. Each container is freshly painted white on the inside to reflect natural like and provide added visibility to the stored contents. Additionally, we have reflective taping on all sides of our orange containers for easy visibility on-site.

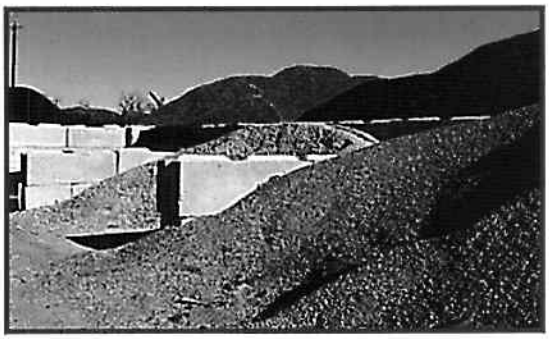
Organic Waste

Our LRS California Avenue facility was proud to pilot a program using an aerobic digester. This digester creates a highly desired nutrient-rich fertilizer.

LRS has proven to aim the highest to achieve the lowest overall impact on the environment.

LRS seeks to provide create and resourceful organic compost programs throughout northern, IL to include custom services for restaurants, grocery stores, high-rises, homeowners and municipalities.

Organic compost piles being inspected before going into aerobic digester

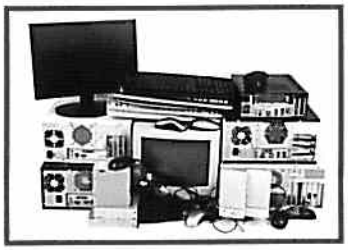


Mulch

Our mulch is made from 100% recycled wood that we take in, which were previously materials from buildings and fences. LRS' mulch keeps the soil moist, blocks sun and prevents weed growth. LRS offers an array of locally recycled mulch options to include Premium Red, Premium Brown, Double Ground Natural and Economy Brown.

I. EXECUTIVE SUMMARY (CONTINUED)

A. SERVICES OFFERED (CONTINUED)



Electronic Waste (E-Waste)

LRS offers a solution for E-Waste burdened communities, counties and the large population of residential homes we service throughout the Midwest. This program is designed to service our residential franchised municipal customers. Residents submit a collection request through our E-Waste Request web portal. Residents may also call LRS Customer Service to submit their request.

Accepted E-Waste Items: Computers, computer monitors, televisions, printers, keyboards, fax machines, videocassette recorders, portable digital music players, digital video disc players, video game consoles, computer mice, scanners, digital converter boxes, cable receivers, satellite receivers, digital video disc recorders, or small-scale servers.

Household Hazardous Waste (HHW)

Household Hazardous Waste (HHW) home collection programs are not generally part the services provided by solid waste hauling companies. In greater Chicagoland, it is becoming more requested than ever before. **LRS recognizes Kane County, IL for generating much-needed awareness and competition for HHW service in northern, IL as communities are seeking alternative options for an affordable rate. LRS will work to support Kane County and other IL counties alike, to help manage HHW responsibly and economically.**

LRS partners with certified and licensed hazardous waste service providers who ensure HHW materials are properly and safely collected and transported to their end disposition.

LRS has a comprehensive program to include an on-demand services. Our E-Waste and HHW web portals provide an interactive checklist of items with placement instructions, ensuring residents understand the materials accepted and how to safely set them out for collection.

Lakeshore Fencing Solutions

LRS has expanded its system-wide service offerings to include temporary fencing. With the addition of temporary fencing, LRS is now the only company in our market that can be a one-stop shop for all contractors and events.

This enhanced service offering will ensure that a construction project or event is secure and protected at an affordable and competitive price. The Temporary Fencing can be selected from 6'x12' fence panels, which is the industry standard to enclose most Events and Construction Sites, and 7'x42" crowd control barricades to package with additional LRS services or on its own.

Natural Disaster/Emergency Clean-Up Services

LRS is well prepared to assist our municipal partners with services to accommodate natural disasters and emergency clean-ups including large 100 yard semi-trailers and dump trucks.

Our network of resources will be fully engaged in the case of an emergency to ensure we meet every disposal and clean-up need, safely and efficiently.

I. EXECUTIVE SUMMARY (CONTINUED)

A. SERVICES OFFERED (CONTINUED)

LRS Event Services and Community Outreach

LRS encourages feedback and conversation with customers. In the recent past, we executed a six-month "Public Review" campaign in which we donated $10 per customer review (good or bad) to various charities. This campaign has paid dividends in helping us achieve our goal of better customer service by increasing awareness and providing positive changes throughout the communities we serve.

LRS takes an active approach to community outreach programs– including participation in civic organizations and chambers of commerce. Our Managing Partners and Municipal Managers routinely participate in workshops and seminars that are solid waste and/or recycling-based. We are commonly the keynote speaker at these events. We will take every opportunity to work with our municipal partners as well as its civic partners and schools to continue educating at a grassroots level.

As partners to the communities we serve, LRS also considers it important to take altruistic steps that help make local events and programs more successful. This includes participating in parades, "Touch-A-Truck" programs, street fairs, farmers markets and City-associated events. Additionally, LRS began its volunteer relationship with Special Olympics Illinois, growing the relationship to be a key sponsor in Special Olympics' Windy City Rubber Ducky Derby Fundraiser, where LRS vowed to match all employee donations to this organization.

Since 2016, LRS became the main sponsor for the four Chicagoland Lupus Walks, and with the help of LRS partners, families and friends were able to annually contribute almost $75,000 to Lupus Society of Illinois. By participating in these events, LRS aims to show its dedication not only to the services we provide, but to the community LRS works alongside with.

I. EXECUTIVE SUMMARY (CONTINUED)

B. OVERVIEW OF HEADQUARTERS AND ILLINOIS FACILITIES

The below are the owned and operated LRS facilities, in which we proudly facilitate cutting-edge technology with a dedicated workforce to properly manage the materials we collect from our municipal partners.

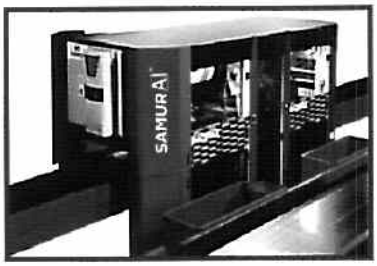
LRS Corporate Headquarters

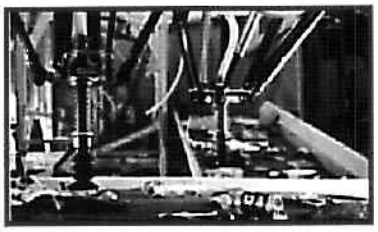
6132 Oakton Street, Morton Grove, IL 60053

- LRS' corporate headquarters are located in Morton Grove, IL. Aside from administrative offices, LRS also operates a fully-equipped garage for maintenance of a large portion of our fleet, including a fleet of compressed natural gas (CNG) vehicles. In March 2016 we completed an extensive renovation that doubled the corporate headquarter workspace to accommodate the new changes, which included housing our Customer Account Managers and Customer Service Center.

LRS Heartland Recycling Center

6201 West Canal Bank Road, Forest View, IL 60402





- In June 2014, LRS purchased Heartland Recycling, which started operations in 1998. Our new Heartland facility processes over 1,500 tons-per-day of Municipal Solid Waste (MSW) and C&D. This facility also has two solidification pits for non-hazardous liquid waste, two separate wood grinding operations, as well as two balers for OCC processing.
- In March 2015, LRS began transforming this facility into the cutting-edge single-stream facility of the Midwest. LRS' single-stream recycling system now harvests over 110,000 tons of high-grade residential and commercial single-stream recyclables, and sorts, separates and allocates over 20 tons of waste per hour. Not only did this initiative dramatically decrease the amount of waste sent to landfills, it also contributed to the growth of 100 new jobs in Chicagoland.
- In 2018, LRS added robotics using artificial intelligence. This ground breaking technology pioneered by LRS will soon be used throughout the country as a tool to combat contamination.

LRS California Street MRF

3152 South California Avenue, Chicago, IL 60608

- Opened in 2005, LRS' California Avenue facility is able to take in as much as 3,500 tons of solid waste per-day. This facility operates 24-hours- per-day, 7-days-per-week, 365-days-per-year. With its substantial capabilities, this facility is the largest transfer station (by volume) in the state of Illinois. LRS processes over 800,000 tons of solid waste annually at this facility alone.
- This facility is permitted for Municipal Solid Waste (MSW) and construction and demolition material (C&D). We currently divert rates up to 40%. This considerable diversion rate is due to both innovative use of technology and the dedication of over 100 employees

Ecology Solutions (landfill)

137 Commercial Drive Atkinson, IL 61235

- Ecology Solutions provides a safe, environmentally responsible and committed way to dispose of solid waste throughout Illinois and Iowa. Established in 2019, Ecology Solutions is committed to making a difference in the communities it serves by adhering to safety standards and environmental practices.

LRS Maywood Transfer Facility

1201 Greenwood Avenue, Maywood, IL 60153

- In January 2021, LRS acquired Roy Strom Company, an industry giant located in Maywood. As part of this acquisition, LRS now operates the solid waste and recycling division of the company, a waste transfer station and a newly constructed recycle processing facility.

B. OVERVIEW OF HEADQUARTERS AND ILLINOIS FACILITIES (CONTINUED)

LRS Exchange Street MRF

1300 West Exchange Avenue, Chicago, IL 60609

- In July 2013, LRS acquired this 10-acre property. This facility serves primarily as a destination and processing operation for C&D. Shortly after this acquisition, we added a wood-grinding operation. Our investment in a new CBI wood grinder allows us to efficiently process 100 tons of wood for reuse each day. Our Exchange facility currently processes over 300 tons-per-day of C&D material, with a diversion rate well over 85%.

LRS Packers Street Facility

1420 West 41st Street, Chicago, IL 60609

- This property serves as a dispatch point for nearly 100 LRS trucks.
- This facility is a roll-off operations office and maintenance facility only; it is not open to the public and does not accept any item drop-offs.

LRS Northbrook MRF

2300 Carlson Drive, Northbrook, IL 60062

- LRS acquired this Northbrook facility in March 2016 and has considerably increased the collection of construction and demolition waste since then.
- This acquisition not only increased LRS' footprint in Chicagoland, but also allows LRS to control and process over 2.5 million tons of waste material annually, which is more than any other privately-held company in Illinois.

LRS West Chicago MRF and Temporary Services Division

1655 Powis Road, West Chicago, IL 60185

- In January 2017, LRS acquired K. Hoving Companies, a full-service waste management, recycling and dumpster rental company based in West Chicago, IL. This addition of over 125 employees and the seventh LRS location allows LRS to greatly expand its services.
- LRS has implemented a Temporary Services Division to serve customers seeking roll-off services, portable toilets, street sweeping and on-site storage. As an experienced roll-off provider, LRS now controls nearly 20% of the Chicagoland roll-off market, and offers a full range of containers with dedicated 24-hour service.
- With the addition of West Chicago MRF, LRS is the second largest portable toilet business in Illinois, as well as a leader in street sweeping services for commercial and residential needs.

Lawndale MRF (managed)

3757 West 34th Street, Chicago, IL

- LRS took over management of the City of Chicago's Lawndale transfer station on the Southwest side of Chicago. Since June 2014, LRS has increased efficiency and implemented a floor sorting process to reclaim recyclable material that had previously been sent to the waste stream.
- LRS currently processes over 600 tons per day of MSW and single-stream recycling from City of Chicago collection vehicles. LRS is responsible for the daily volume and management of the facility which includes the scale operation, transfer and final disposal of material.

LRS Elburn Facility

1N138 Linlar Drive, Elburn, IL 60119

- In an key acquisition that took place in November 2017, DC Trash is now a part of the LRS family. This facility is our foothold into DeKalb County and where our team for this area is located.
- This facility houses its own Fleet Maintenance Department with over 40 drivers dispatching out of the building, as well as a commercial and industrial office and maintenance facility.

I. EXECUTIVE SUMMARY (CONTINUED)

C. LRS AWARDS AND CERTIFICATIONS

LRS appeals to every type of customer having achieved certifications and awards which point to the highest industry standards when it comes to environmental impact, safety, and service. LRS has been recognized throughout the globe for many of its successes by media sources such as Forbes, Crain's, Fortune Magazine, Chicago Tribune, Waste Today, Waste360, Waste Advantage and Recycling Today. LRS has been honored to be the recipient of a multitude of prestigious awards and distinguished certifications. The proceeding list shows some of the awards that speak to the character and positive industry impact of LRS:

Better Business Bureau Torch Award

LRS was awarded the Better Business Bureau Torch Award in November of 2018 and is the only waste service provider in the awards' 20+ year history to ever achieve this prestigious honor.

Top Product of the Year

Environmental Leader issued this award to LRS in 2016 which recognized our sustainable business model. This respected daily trade publication covers energy, environmental and sustainability news. The ranking showcases LRS' commitment to environmental protection based on a business model rooted in sustainability.

Illinois Sustainability Award

LRS was also awarded the coveted Illinois Sustainability Award, being the only waste service provider to have ever received this great honor. Sustainability Award winners are an elite group of committed leaders reducing environmental impact, contributing to the growth of a more sustainable Illinois economy.

By prioritizing sustainability throughout their operations, programs, technology, products and company culture, we serve as a model within our industry and community. LRS has been the recipient of this award two years in row, being 2017 and 2018.

2018 SWANA Overall Safety Award

Ranking against all waste company entries in North America, the Solid Waste Association of North America (SWANA) awarded LRS with this high honor for continuously improving upon overall safety to include our safety program model and culture.

2019 SWANA Safety Award

LRS boasts a workers compensation experience modification rate which is significantly below the average in the waste and recycling industry. This award recognizes LRS' reduced incidents by over 50 percent from the previous year, raising the bar even higher for industry standards.

By keeping in step with an awarded model of continuous improvement, LRS increased its Live Safety principle messaging to employees, their friends and family and the communities it services.

Through consistent and highly visible monthly communications regarding different safety topics that every person can relate to, LRS was able to educate and communicate the importance of safety to not only employees but also, the general public. LRS also invested in new technology for fire prevention in the material recovery process which has contributed to this recognition.

C. LRS AWARDS AND CERTIFICATIONS (CONTINUED)

Best Available Environmental Technology

The National Association of Environmental Professionals recognized LRS' investment in building an innovative, state-of-the-art, single stream recycling facility in Chicagoland which also serves a significant portion of the Chicago Metropolitan area. NAEP awards are granted to companies and agencies with projects that achieve outstanding environmental contributions.

National Association of Environmental Professionals

Be Connected

Top 50 of Top 100 Waste and Recycling Haulers North America – Waste360

Waste360 recognized LRS for two consecutive years for ranking in the top 50 of the top 100 waste and recycling haulers in North America. This reflects LRS' ongoing success through organic growth and regional expansion in both Chicagoland and the Chicago Metropolitan area. Waste360 is the leading information, event, commerce and education provider to the solid waste, recycling, organics and sustainable communities and plays a critical role in connecting industry professionals worldwide.

Additional awards and special recognitions include:

- Chicago's Best and Brightest Companies to Work For 2016, 2017, 2018, 2019, 2020
- Company of the Year – American Business Awards
- Crain's Fast 50, 2019 & 2020
- Crain's Largest Privately Held Business, 2017, 2018, 2019. 2020

LRS MATERIAL RECOVERY FACILITIES AWARDS, CERTIFICATIONS AND ATTRIBUTES

The LRS material recovery and waste transfer station facilities throughout northern Illinois and southern Wisconsin processed over 1,165,675 tons per year of municipal solid waste (MSW) and recyclable materials, and 70,888 cubic yards of organic materials in 2019. In terms of best practices in safety and environmental sustainability, every LRS facility utilizes process far exceeding industry standards. The following provides some insight on some of the facility features that contribute to the high standards of LRS.

LRS LEED Certified Facilities

Most municipalities, manufacturing, construction, and commercial companies have waste minimization goals and requirements which include reducing, reusing, and recycling materials they generate for disposal. The LRS facilities boast impressive environmental certifications that allow LRS customers to be more competitive in their marketplace by providing waste minimization guarantees for the end disposition of materials.

RECYCLING CERTIFICATION INSTITUTE

To that point, LRS is the only recycling company in the Chicagoland and Chicago Metropolitan area certified by the Recycling Certification Institute (RCI) with LEED certifications. This highly regarded certification attracts a significant amount of municipal, commercial, and industrial contractors who use LRS facilities for all of their waste disposal needs.

I. EXECUTIVE SUMMARY (CONTINUED)

D. MANAGEMENT AND STAFF

The LRS Management and Staff that will provide the services for Mill Creek will offer hundreds of years of combined experience. The following provides a biography of the individuals within the chain of management who will oversee the services we provide for Mill Creek, should LRS be awarded the opportunity.

Alan T. Handley: CEO

Alan serves as the Chief Executive Officer for LRS, the Midwest's leading independent recycling and waste solutions company. Under his award-winning leadership, LRS has experienced exceptional organic growth from 220 employees in 2013 to over 1,400 in 2021. Alan manages all aspects of the enterprise including hundreds of thousands of customers and over 18 Midwest locations. He develops and oversees execution of strategy for each of the company's five operating divisions, all support departments and leads business development for the enterprise.

Rich Golf: Managing Partner

Rich Golf serves as a Managing Partner for LRS, the Midwest's leading independent recycling and waste solutions company. Along with his brother Jerry Golf, Rich founded Recycling Systems, Inc. in 1999. Rich was instrumental in building what would become one of the Chicagoland's largest and most sophisticated transfer facilities. Rich has a long history in logistics, commodity management and transfer station efficiencies. Rich serves as our transfer station expert and works closely with our environmental consultants, architects, commodity outlets and equipment vendors to ensure that our facilities are always running at full optimization with appropriate back-up plans in place.

Rich was a key player in the build-out of Chicagoland's premier single-stream recycling system, which opened in March 2016. Rich's ability to manage waste and recycling throughput while realizing significant diversion of material is unmatched in the industry.

Joshua Connell: Managing Partner

Josh's work in the waste industry began with Waste Management as a high school student. He continued his employment as an undergraduate at the University of Kansas, while working towards his MBA at DePaul University. Josh was eventually named Vice President of Sales, Chicago division, of Waste Management. He would hold this position until 2001 – when he left, in order to start Lakeshore Waste Services, now LRS. Josh leads our municipal services and customer service divisions.

I. EXECUTIVE SUMMARY (CONTINUED)

Katie Neary: Municipal Manager

Katie joined LRS in 2017 managing municipal franchise services throughout Greater Chicagoland. She began working in the waste industry over 25 years ago with BFI and has worked in various capacities of business development, management and systems administration. She began working with municipalities, overseeing franchise contracts in the Naperville-Aurora area in the 1990's. Katie worked with Naperville staff to conduct a city-wide waste audit, leading to the City's first all-cart program and their transition from a long time service provider. After BFI was sold, she joined Veolia Environmental Services of North America (VESNA) in Lee County, FL, managing office staff and customer service overseeing Lee County's exclusive residential and commercial waste franchise contract. She successfully led staff to facilitate the implementation of a county-wide mandatory commercial recycling program.

Katie was promoted to VESNA's corporate headquarters in a Systems Administration role, responsible for over 160 business units, including; waste hauling companies, landfills, transfer stations, and material recovery facilities, throughout the US and Bahamas. She developed and/or implemented company-wide business need solutions, compliance and company-wide on-line training program content and tools for customers, vendors and staff. Her role with mergers and acquisitions involved on-boarding systems and staff with standard operating procedures and best practices. She also has experience with managing the business development for two of the largest subtitle-D landfills in Illinois, multiple waste hauling companies, waste transfer stations, compost facilities and an industrial-hazardous-waste division. Katie worked with VESNA's Technical Solutions Hazardous Waste Division, managing hazardous waste and recycling services for manufacturing, pharmaceutical, oil and gas, and nuclear energy waste facilities and projects. Katie's experience lends itself well to the Chicagoland municipal market area. She has greatly contributed to the development of the LRS Household Hazardous Waste and E-Waste Home Collection Programs. Katie uses every resource available for improving overall service-value, while maximizing sustainable and convenient methods, resulting in a positive environmental impact for the communities we service.

Meaghan Johnson: Vice President of Marketing

Meaghan Johnson joined LRS in 2014 and built a corporate brand post-merger of the two former company identities, creating a unified voice for LRS. Dedicated to converting two identities into one successful brand, Meaghan developed a critical marketing strategy that set LRS for optimal growth and exposure through strategic print, broadcast and social media advertising.

Thanks to an award-winning marketing background working for Fortune 100 brands such as The Walt Disney Company and Fox Sports Midwest (where her broadcast advertising campaign was awarded the 2012 Silver Telly) Meaghan was able to create a strong brand identity for LRS and spread its awareness and message throughout the Midwest and in the national arena.

Meaghan will partner with each municipality to ensure best communication for residents is set forth both in print and digitally online. Meaghan currently serves on the board of the Solid Waste Agency of North America's (SWANA) Illinois Chapter, where she is spearheads Young Professional engagement.

I. EXECUTIVE SUMMARY (CONTINUED)

Matt Marquis: Vice President of Operations

Matt began his journey with LRS earlier in 2019, but has been a waste and recycling industry veteran for over 23 years. Though new to the LRS family, he brings with him a vast amount of experience working with various waste haulers, including his most recent role as Director of Operations at Republic, where he oversaw 32 locations over three states with over 1,200 employees and generating over $500 million in annual revenue. Matt has built a career in taking waste and recycling operations teams and making them even stronger and more efficient. He understands the value and importance in the customer experience, and will work with each municipality to ensure they feel their needs are heard and services provided in the best way possible. Matt oversees our DC Recycling Systems division as well as our LRS West Chicago division. Matt's local office is based from our West Chicago division. Each facility operates with a stacked operational infrastructure with an Operations Manager for each line of business as well as Route Supervisors for the municipal services.

John Sliwicki: Senior Vice President of MRF Operations

John joined LRS in 2016 with over 17 years of safety and risk experience in waste and construction. Along with being a Risk, Safety & Damage Prevention Committee Chair for UCA (Underground Contractors Association), John has a B.S. in occupational safety and health, a B.A. in business administration and an MBA from Indiana University. This experience is a key factor to improving LRS' safety structure, reducing incidents as well as obtaining extensive cost savings. John's primary objective for LRS is to create and implement programs, processes and training to drive the evolution of the safety and risk culture. Within the time that John has been with LRS, the Company has already reaped the benefits of his safety expertise and will see even more benefit in the years to come.

Brian Klaassens: Operations Manager, West Chicago Division

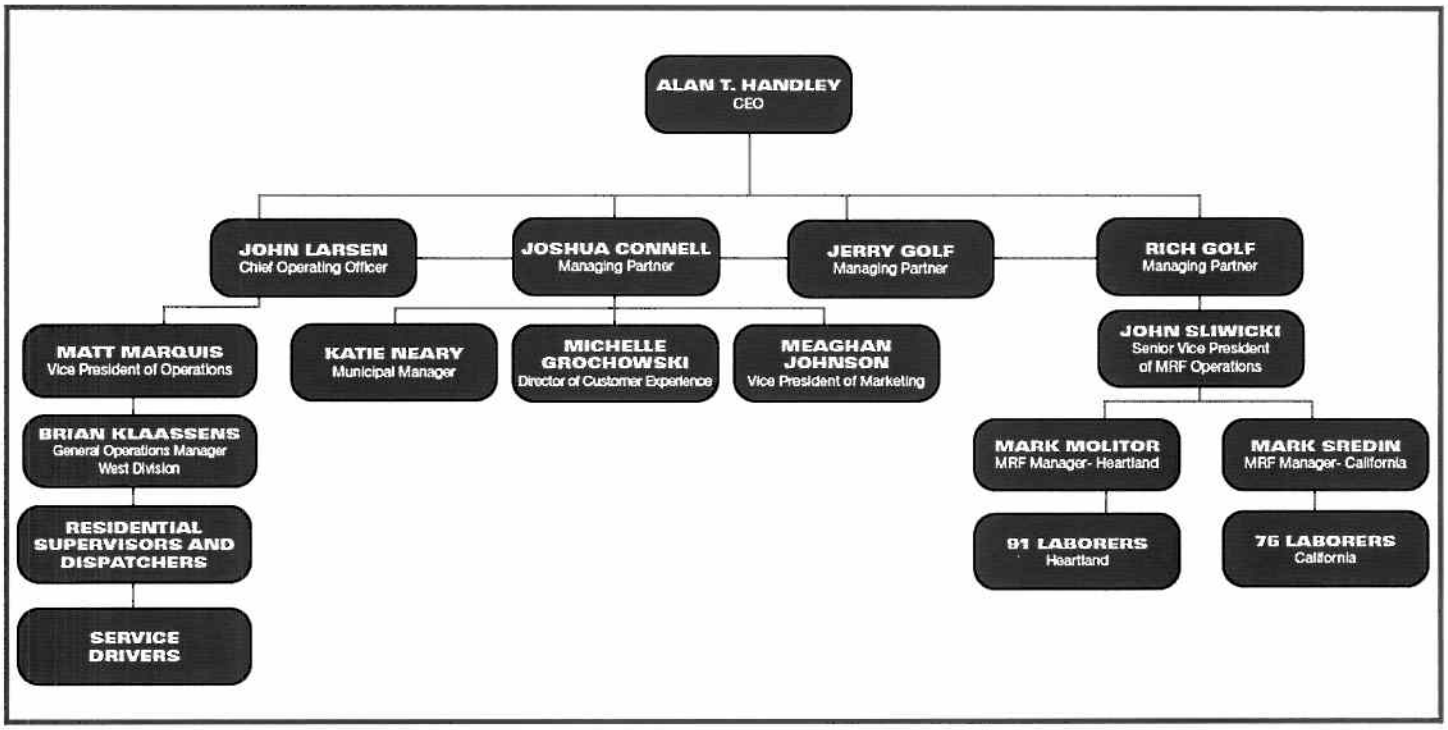
Brian grew up in the waste and recycling industry from a young age, as his grandfather owned and operated a hauling business in the area. Working alongside his family within this organization provided an early love for the field, and how it should successfully operate. With over 25 years of valuable experience working in almost every aspect of the business, Brian understands the intricacies of adopting best practices to benefit the customer and work efficiently from many different perspectives. Brian joined K. Hoving Companies over 15 years ago, and was a key team member to a smooth customer transition when the company was acquired by LRS in 2017. He currently manages one of LRS largest facilities, and its 150 drivers, ranging from residential, to commercial and dumpster, to the supervisors, dispatchers and support staff. Brian will work closely with our Mill Creek operations staff to ensure an easy transition for residents.

Michelle Grochowski: Director of Customer Experience

Michelle joined the waste industry in 2002 as a sales assistant at Waste Management and eventually moved into account management. She joined the LRS team in early 2013. Michelle's attention to detail, analytical mind and heavy focus on the customer experience has made her an invaluable asset to both LRS and the customers she partners with, large and small. In 2014 Michelle was promoted to Customer Service Manager, where she developed and led the Customer Service Center to be the knowledgeable, personable and professional team it is today. Her training and leadership led the Customer Service Center to win the American Business Award for Customer Service Department of the Year.

I. EXECUTIVE SUMMARY (CONTINUED)

E. ORGANIZATIONAL STRUCTURE OF KEY PERSONNEL



I. EXECUTIVE SUMMARY (CONTINUED)

F. MUNICIPAL REFERENCES

The LRS network of companies hold over 40 local area franchise agreements throughout Greater Chicagoland. **Our LRS West Division is designated as the location where our staff and equipment will be located to provide the services for Mill Creek. The municipalities serviced by the West Division are indicated as such.** We are glad to provide any additional information on other municipalities serviced by one of the LRS owned companies with franchise agreements for the residential services upon request.

City of Geneva- West Division

- Residential service agreement
- Franchise start date: July 2018
- Size: 7,200 households
- Program model: Subscription service and sticker service
- Contact: Rich Babica, Public Works Director
- Email: rbabica@geneva.il.us
- Phone: 630-232-1501
- Materials managed: Solid waste, landscape and organic waste, recyclable material

Plato Township - West Division

- Residential service agreement
- Franchise start date: September 2017
- Size: 1,200 households
- Program model: Subscription cart service
- Contact: Timothy Maroder
- Phone: 847-354-5002
- Materials managed: Solid waste, landscape waste, recyclables, white goods and electronic waste

Village of Elburn – West Division

- Residential service agreement
- Franchise start date: October 2018
- Size: 2,200 households
- Subscription cart service
- Contact: John Nevenhoven, Village Administrator
- Email: jnevenhoven@elburn.il.us
- Phone: 630-365-5063
- Materials managed: Solid waste, landscape and organic waste, recyclable material, e-waste

Campton Township – West Division
(Managed by Campton Township Solid Waste Disposal District)

- Residential service agreement
- Franchise start date: April 2020
- Size: 5,000 households
- Subscription cart service
- Contact: Larry Gallagher, President, Campton Township Solid Waste Disposal District
- Email: lawrence.gallagher@ctswdd.com
- Phone: 630-272-2280
- Materials managed: Solid waste, landscape and organic waste, recyclable material, e-waste

F. MUNICIPAL REFERENCES (CONTINUED)

Unincorporated Lisle Township – West Division

- Residential service agreement
- Franchise start date: August 2020
- Size: 4,100 households
- Program model: Subscription cart service and sticker service
- Contact: Mary Jo Mullen, Township Supervisor
- Email: mmullen@lisletownship.com
- Phone: 630.968.2087
- Materials managed: Solid waste, landscape and organic waste, recyclable material

City of Wheaton – West Division

- Residential service agreement
- Franchise start date: October 2016
- Size: 14,500 households
- Program model: RFID (Radio Frequency ID) program, only yard waste requires sticker
- Contact: John Dugay
- Email: duguay@wheaton.il.us
- Phone: 630.260.2033
- Materials managed: Solid waste, landscape and organic waste, recyclable material, e-waste

Village of Lisle – West Division

- Residential service agreement
- Franchise start date: July 2018
- Size: 11,000 households, includes all residential units (apartments, condominiums)
- Program model: Subscription cart service and sticker service
- Contact: Eric Ertmoed, Village Administrator
- Email: eertmoed@villageoflisle.org
- Phone: 630-271-4116
- Materials managed: Solid waste, landscape and organic waste, recyclable material, e-waste, HHW

City of DeKalb – West Division

- Residential service agreement
- Franchise start date: September 2018
- Size: 9,300 households
- Program model: Cart program for waste, recycle, bagged organics, no stickers
- Contact: Bryan Fairve
- Email: bryan.faivre@cityofdekalb.com
- Phone: 815.748.2050
- Materials managed: Solid waste, landscape and organic waste, recyclable material, e-waste, HHW

I. EXECUTIVE SUMMARY (CONTINUED)

Highland Park

City of Highland Park
1707 St. Johns Avenue
Highland Park, Illinois 60035
847.432.0800
cityhpil.com

Please accept this letter as a strong recommendation for Lakeshore Recycling Systems (LRS).

The City of Highland Park contracted with LRS beginning January 1, 2016 for our commercial/multi-unit dwelling and our residential refuse and recycling. LRS was unanimously recommended by a committee that consisted of staff and an elected official liaison based on the wide variety of services they offer including composting, electronics recycling, yard-waste collection, plus their customer service and fee structure.

City staff worked very closely with LRS professionals to establish a comprehensive transition plan that included a significant amount of internal and external communication. LRS staff was extremely responsive, professional and managed the process extremely well.

If you have any questions, please feel free to contact me at 847.926.1000 or gneukirch@cityhpil.com. Best wishes on your review and selection process.

Sincerely,

Ghida S. Neukirch, CM
City Manager

City of Wheaton
303 W. Wesley Street
Wheaton, IL 60187-0727
630-260-2000
www.wheaton.il.us

City of Wheaton, Illinois

I am writing this letter as a testimonial to the excellent residential waste, recycling and yard waste service Lakeshore Recycling Systems (LRS) has provided the City of Wheaton since the outset of our contract in October 2016.

We have very high standards and expectations on behalf of our residents, and the waste and recycling RFP criterion issued in the summer of 2016 reflected that.

We received thirteen (13) different proposals from five (5) different companies during our process. Of all the companies to submit bids (including the incumbent hauler), LRS' was not only the most compelling in terms of cost, but as importantly, in value proposition service-wise. As we receive monthly detailed reports, there are an extremely small number of complaints, and residents are paying approximately 50% less on average than they paid with our previous collection system/hauler.

LRS' aggressive approach to increasing recycling rates and participation, as well as service in general, was laid out in detail through their true "pay-as-you-throw" model that used RFID technology to track collection and bill customers. No other hauler was able to provide a program which the City envisioned that was similar to this.

Also of note was LRS' ability to seamlessly transition service to a community of our size. The Wheaton community is comprised of almost 15,000 homes who experienced a near turnkey implementation.

The program has been very beneficial to Wheaton residents and LRS is a great company for our administrative staff to partner with. They have surpassed expectations.

I strongly recommend LRS to any other community. If you have any specific questions, please do not hesitate to reach out to me at 630.260.2033 or jduguay@wheaton.il.us.

Sincerely,

John Duguay
Assistant City Manager

Wheaton City Hall • 303 W. Wesley Street • Wheaton, IL 60187-0727
(630) 260-2000 • Fax (630) 260-2017 • TDD (630) 260-8090
Mayor – Michael J. Gresk • **City Manager** – Michael G. Dzugan
City Council – Michael Barbier • Suzanne Fitch • John Prendiville • John Rutledge • Todd Scalzo • Phil Suess

I. EXECUTIVE SUMMARY (CONTINUED)

Lisle™
THE ARBORETUM VILLAGE

To Whom It May Concern:

When the Village of Lisle set out to issue an RFP for refuse and recycling services in 2018, there was interest in determining whether new technology, services, and cost savings were available in the hauling market. At this point, the Village had an incumbent hauler that had worked in the community for over two decades. They were well established within the community, the drivers knew their routes, residents knew their driver, and customer service was provided in a predictable fashion.

The issuance of an RFP signified that the Village would be exploring opportunities to modernize this service as well as achieve cost-savings for Lisle residents. One of the unique aspects of this process is that Lisle includes its multi-family accounts in the RFP, which added an additional layer of complexity.

Lakeshore Recycling Systems (LRS) was one of three proposals received in response. Lakeshore's proposal stood out amongst the other submittals as they (LRS) offered competitive pay-per-use as well as modified-volume-based pricing, comprehensive services, and a technological solution – the use of RFIDs – which no other company had proposed. They were extremely responsive to requests for more information, appeared at Village Board meetings to introduce themselves and answer questions, and were willing to explore a solution that was the best fit for the Lisle community.

Now, over a year since they began providing services, we are extremely pleased with their service. Single and multi-family accounts have had the opportunity to realize cost savings, while at the same time are able to take advantage of new programs such as curbside electronics recycling, household hazardous waste pick up, and composting. LRS staff is also extremely responsive to customer service needs as well as needs to communicate program information to the public. The company has also supported several community events, including the Lisle Eyes to the Skies Festival and Downtown Car Shows.

LRS provides professional and responsive customer service and innovative programs all at extremely competitive rates. We have been pleased with their performance and with the services, they provide to Lisle residents.

Sincerely,

Eric Ertmoed
Village Manager

Village of Lisle 925 Burlington Avenue Lisle, Illinois 60532
(630) 271-4100 www.villageoflisle.org

P.O. Box 494
Wasco, Illinois 60183 - 0494

CAMPTON TOWNSHIP
Solid Waste Disposal District

To Whom It May Concern:

Campton Township Solid Waste Disposal District (CTSWDD) knew that our current waste hauler contract would expire on April 1, 2020. The CTSWDD Board decided in late 2018 to issue an RFP to cover solid waste hauler services for the Districts approximately 4,900 residential homes. The decision was based on several items; first was the wording in the Solid Waste Disposal District Act which recommends that contracts for expenditures in excess of $1,500 should be based on an RFP, second was that the prior board made a commitment to the Township Board in 2015 (when they did a contract extension) that at the next contract renewal date they would look at doing an RFP. The incumbent waste hauler when we issued the RFP had serviced our District for over fifteen years and had acquired the prior waste hauler so they had a long history of providing services to the District.

The issuance of the RFP was based on first retaining the three levels of service that our residents had available. 35, 65 or 95 gallon trash carts, they could then select a 35, 65 or 95 gallon recycling cart. The contract also included two options for seasonal yard waste service. It also provided for white good service and bulk item service with costs based on trash service level. The agreement had to recognize the nature of our township with several high density residential subdivisions, a number of subdivisions with lots of one acre or larger and agricultural properties.

Lakeshore Recycling Systems (LRS) was one of four proposals received in response to the RFP. Lakeshore's proposal stood out amongst the four proposals as they offered the most competitive pricing, comprehensive service and with minimal changes to our proposed contract language. They were extremely responsive to our requests for information; they also attended our public forum where we explained the change in waste hauler and the process that would be undertaken to make the transition from the current waste hauler to LRS. They received excellent references from other cities adjoining our District. I also talked with people I knew where they had transitioned to LRS service; they were all very pleased with LRS service.

LRS has been our service provider for over nine months; we have been extremely pleased with their service and their quick response when something is missed. They were very helpful during the planning sessions for the transition. We provided LRS with a list of the residences and service levels. They created and distributed a brochure of the LRS service levels and service dates. LRS requested the residence contact LRS to sign up for services and if they had any service change requests. Our default was that if residents did not contact LRS they would receive their current service level. Next time I would recommend requiring all residents contact LRS to sign up and select service levels. LRS was very accommodating to our residents who requested a change in service after carts had already been delivered. They were able to accommodate the residents who were not showing up on our residence list from the prior waste hauler; we found they were servicing residents under an open service plan that should have been serviced under our contract. LRS is very responsive to our residence's requests and has supported community activities when requested.

LRS provides professional and responsive customer service. They have worked with the District on new service program options. Their service rates have been extremely competitive. Our residents have been pleased with LRS's performance and with the service options.

Sincerely,

Steven Cartwright
Past President CTSWDD

II. OPERATIONAL APPROACH

MILL CREEK CURBSIDE REFUSE, RECYCLING, AND ORGANICS COLLECTION SERVICES

A. STATEMENT OF UNDERSTANDING

LRS has carefully reviewed **Bid Number 30-021 (bid document herein) Mill Creek Curbside Refuse, Recycling, and Organics Collection Services.** LRS understands and confirms the requirements, desires and expectations as described in this bid document. Unless otherwise noted as a deviation or proposed with an alternative option, LRS agrees with the terms and conditions in the above referenced bid document.

B. BLACKBERRY TOWNSHIP

LRS currently provides services to many of the unincorporated Blackberry Township homes and would be glad to include the entire unincorporated Township area as described in the bid document. LRS has transitioned a Townships, including Kaneville Township, from having no franchise to a franchised service structure. Transitioning non-franchised communities to one exclusive service provider requires more care when it comes to onboarding residents who may not want to change service providers or may not have service in general. LRS is well prepared for this type of situation having conducted many transitions with various obstacles.

C. LRS SERVICE BASE LOCATION FOR MILL CREEK

LRS is well aligned and ideally situated to provide best-in-class service for residents of Mill Creek. Our LRS facility is located across the street from Mill Creek at 1N138 Linlar Dr. in unincorporated Elburn where the refuse and recyclables will be processed and shipped in bulk to its next disposition. LRS also utilizes Creekside Compost located in Elburn and Midwest Compost in West Chicago to process landscape material. LRS currently services surrounding communities to include the Village of Elburn, Plato Township, Campton Township and Geneva.

LRS is excited about the opportunity to work with Kane County and the Mill Creek community on developing and/or advancing successful programs and services that increase environmental stewardship. To that end, the LRS Elburn facility is home to our Elburn E-Waste Recycle Center where residents may bring unwanted (Illinois landfill banned) E-Waste items to be properly managed. LRS also offers support to Kane County programs including the HHW program.

II. OPERATIONAL APPROACH (CONTINUED)

OVERVIEW OF MILL CREEK SERVICES

D. OVERVIEW OF SERVICES OFFERED SPECIFIC TO MILL CREEK

LRS will provide weekly curbside collection and disposal of all refuse, recycling, organics, bulk items, white goods and household construction and demolition debris for each Mill Creek home as described in the bid document. **Residents will be offered three service models to choose from as a base service and demonstrated in this section.**

OPTION ONE (1) STICKER BASED PROGRAM

Residents choosing option one (1) sticker based program will use their own approved containers or units for weekly collection of refuse and organics as described in the bid document. There is no limit to the amount of stickered refuse and organics to be collected so long as it's properly prepared in accordance with the bid document specifications. This program model includes one (1) blue 65-gallon recycle cart and unlimited weekly recyclables service for no additional charge.

Service under this model is paid for through the use of the dual-purpose stickers for each approved container or unit. As part of one or more of the program models, a dual-purpose sticker will be designed and managed in its entirety by LRS as described in the bid document. LRS will submit sticker design and color to Kane County for approval prior to the start of distribution.

OPTION TWO (2) FLAT RATE CART + STICKER PROGRAM

Residents choosing option two (2) flat rate cart + sticker program will be able to choose from a 35, 65 or 95-gallon LRS refuse cart. This program model includes one (1) blue 65-gallon recycle cart and weekly service for no additional charge. Resident's may request a different standard size(s) recycle cart in place of the 65-gallon cart. The refuse cart service charges will be invoiced directly to the resident on a quarterly basis.

Please see Exhibit A - Deviations regarding organic cart rental with Option Two.

Residents may use the biodegradable bags or their own personal container for organics so long as it is marked for yard waste or organics and meets the requirements for an approved unit. One sticker per unit or container will be required for collection. LRS is open to offering a compost cart with this option but would like to review this with Kane County.

OPTION THREE (3) FLAT RATE SERVICE THREE CART PROGRAM

Residents choosing option three (3) flat rate service + three cart program includes a cart and unlimited service for refuse, recycling and organics. This service will not require any stickers for refuse or organics as it will be covered in the cost as described on page 8 of the Scope of Work in the bid document. The three cart program service charges will be invoiced directly to the resident on a quarterly basis.

Residents may request any size cart offered for any of the material types.

Additional carts will be made available for lease. Transportation charges apply for exchange requests made after the initial transition period (30 days).

LRS understands and agrees to all other provisions and descriptions in the bid document to include but not limited to the Franchise Fee, Collection of Service for the Mill Creek Water Treatment Plant, honoring all stickers for the contract duration, 6 major holiday's impacting service days, County HHW Fee, potential other fees and service times being from 6:30 AM to 7:00 PM. These are included to confirm our understanding of the agreement as an additional measure of assurance.

II. OPERATIONAL APPROACH (CONTINUED)

D. OVERVIEW OF SERVICES OFFERED SPECIFIC TO MILL CREEK (CONTINUED)

CART DESIGN AND COLORS

The refuse, recyclables and organic services may come with an LRS cart as part of a program model. All three service models include, by default, a 65-gallon LRS recycle cart with unlimited weekly recycle collection and disposal as described in the bid document.

- **LRS cart lids are different colors** making them easy to tell apart from one another.
- LRS uses graphics on cart lids to help differentiate them as refuse/landfill/garbage, recyclables, and organic compost material.
- Each cart comes with a flip-top lid and **stamped with arrows pointing to proper curbside/street side placement** as an added measure of safety and information.
- The **LRS recycle cart lid** has a light blue lid and is imprinted with acceptable and unacceptable materials as determined by Illinois and Kane County guidelines.
- The LRS organics cart also contains graphics and instructions with a dark blue lid. The organics cart comes with compost graphics on the sides of the cart.

Recycling cart lid showing arrows

Recycling cart lid showing recycling guidelines

LRS Organics cart

WEEKLY ORGANICS COLLECTION

Weekly organics collection will begin April 1st and end on December 15th each year. Organic collection includes yard waste and food scrap as defined in the bid document **with the exception of meat and bones which are not accepted at the compost facilities we use for health and safety reasons. Please reference Exhibit A for more detail.** LRS is open to utilizing our in-house marketing team to develop custom pieces for the Mill Creek Organics program.

CHRISTMAS TREE COLLECTION

LRS will collect Christmas Trees at no charge for Mill Creek residents for two collections/weeks during the month of January. These two collections will be on the regular service day as determined and mutually agreed upon by LRS and Kane County.

MAJOR APPLIANCES / WHITE GOODS

On a weekly basis, LRS will collect and recycle appliances. Residents will be allowed one free white good collection per week for no charge. Residents will be required to contact LRS to schedule the collection at least 48 hours in advance of their service day. Excessively heavy or non-standard household appliances may incur extra handling charges if special equipment is needed or more than two service crew members are required to manage the item. Estimates can be provided as a special collection for items that fall into this category which is rare.

II. OPERATIONAL APPROACH (CONTINUED)

PUBLIC AWARENESS

E. PROGRAM EDUCATION RESOURCES AND TOOLS

Our local and dedicated marketing team will thoroughly communicate the new program to the residents of Mill Creek using customized program tools and resources. These tools and resources will include a Mill Creek Program Brochure, Mill Creek program service enrollment and cart selection web portal, cart tags and stickers, various approved mail notifications, local and social media notifications and publications. All communications will be presented to Mill Creek for approval.

IMPORTANT
NOTICE FOR
CAMPTON TOWNSHIP
RESIDENTS

Lakeshore Recycling Systems (LRS) will be the new waste, recycling and yard waste service provider for Campton Township beginning APRIL 1, 2020

YOUR FINAL WASTE MANAGEMENT COLLECTION DAY
March 25, 2020 – Final Wednesday
March 27, 2020 – Final Friday
March 30, 2020 – Final Monday

Leave your Waste Management carts at the curb after the last pick-up day. Waste Management will remove carts within 72 hours after the final pick-up

YOUR LRS COLLECTION DAY
☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday

YOUR FIRST LRS COLLECTION DAY
April 1 – First Wednesday
April 2 – First Thursday
April 3 – First Friday
April 6 – First Monday
April 7 – First Tuesday

Collection times vary and are subject to change. All items must be placed curbside by 6AM to ensure collection

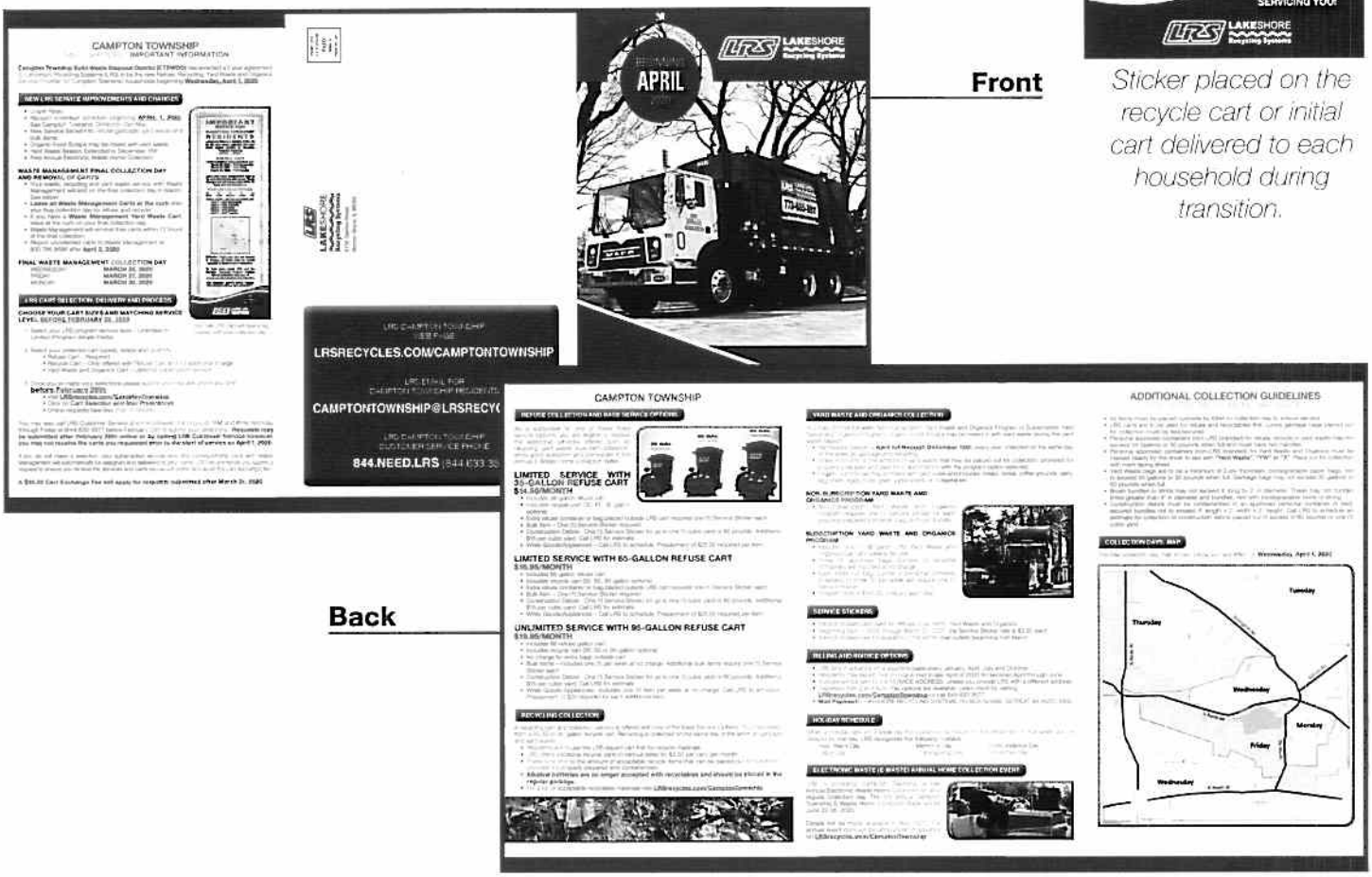
To learn more about LRS and the Campton Township Program Options visit our dedicated web page at: LRSRECYCLES.COM/CAMPTONTOWNSHIP

LRS Customer Service phone number: 844.NEED.LRS or 844.633.3577

WE LOOK FORWARD TO SERVICING YOU!

LRS LAKESHORE Recycling Systems

Sticker placed on the recycle cart or initial cart delivered to each household during transition.



Front

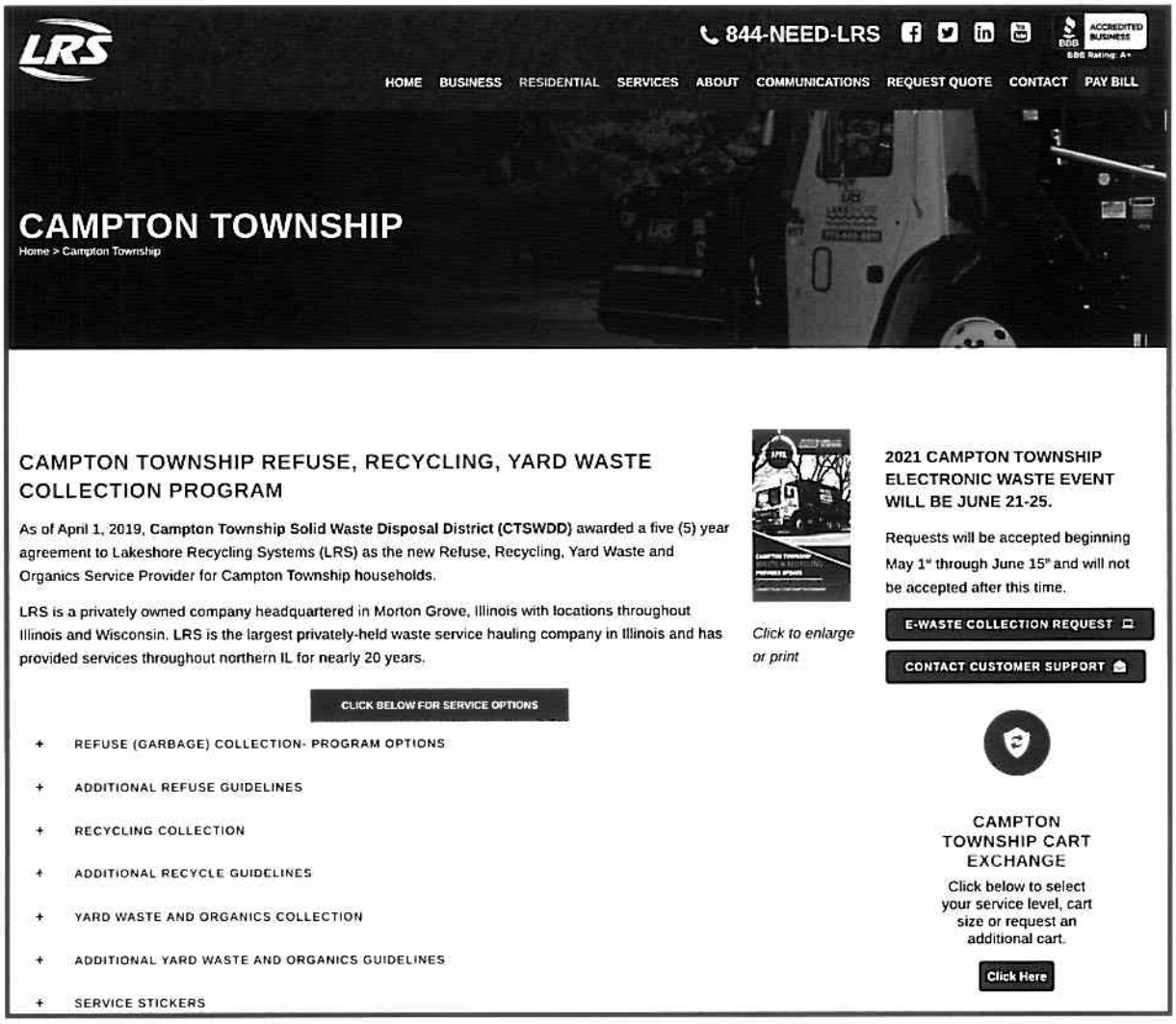
Back

E. PROGRAM EDUCATION RESOURCES AND TOOLS (CONTINUED)

Mill Creek Custom Web Page

We will create a webpage specifically dedicated to Mill Creek's LRS program where details on the initial transition and program will be thoroughly described. Additional tools and resources will be available through this web page including:

- Comprehensive Program Description
- Mill Creek Program Brochure (downloadable and printable version)
- Designated Customer Care email address
- Recycling and Organics Program information and resources
- LRS Newsletter covering current industry related topics
- LRS Social Links currently including Facebook, Twitter, LinkedIn/Promotes education
- Quick Links to submit a request for special collections
- Webpage Pop Up Notifications specific to services
- On-line chat with our customer experience team
- Section for service notifications



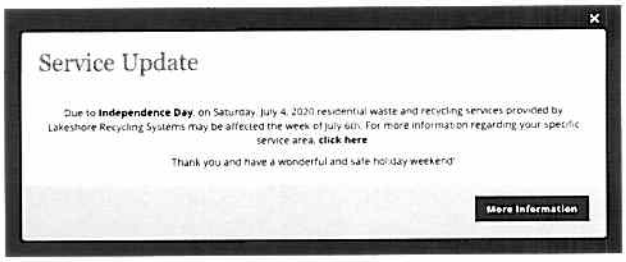
II. OPERATIONAL APPROACH (CONTINUED)

E. PROGRAM EDUCATION RESOURCES AND TOOLS (CONTINUED)

Online Tools and Resources

LRS Website Notification Pop-Up's

LRS offers various communications for our customers to keep well-informed of holiday service day changes and weather related service issues or postponed services.



Our LRS Notifications are another resource for customers who may simply want to know if their service day is impacted due to a holiday or if a major snow storm or blizzard may impact when their materials will be collected. As soon as a customer is on the LRS website, they will see the notification.

LRS Facebook Page

LRS provides community specific information on our Facebook Page. This is another well received method of communication as customers of every kind are using this social media tool. As with any social media page, customers are able to post questions and send messages instantly to one of our customer experience representatives. Questions and inquiries are responded to promptly and thoroughly!

LRS Twitter Page

Similar to Facebook, LRS provides shortened community specific snippets on our Twitter Page. This is a well received method of communication, especially with our construction customers, as pictures are the primary focus and it allows for a quick turnaround response.

Online Chat

LRS offers multiple methods for our customers to communicate with our team. Customers love that they can get right through to us and always receive a thorough and friendly response. LRS Online Chat offers our valued customers the opportunity to immediately hear from one of our customer experience representatives without having to place a call.

Email specific for Mill Creek Residential Customers

LRS will provide a designated customer service e-mail address specific for Mill Creek residents and businesses. Our customer service receiving these emails responds promptly. Customers may submit any question or request and know they will be thoroughly and promptly responded to by the LRS team.

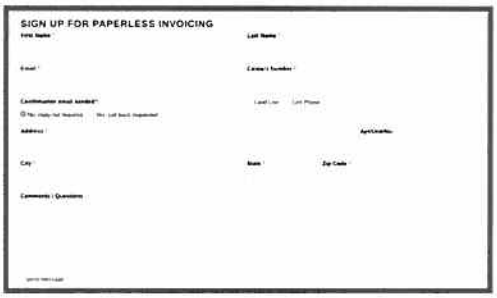
LRS also has a general email mailbox for customers located on our Homepage

This is also monitored by our Customer Experience Representatives and responded to promptly. The customer simply inputs their name, address, phone number and email (if applicable) and the question or issue, then clicks on send. Customers are usually responded to within the hour depending on the time of day the issue was submitted.

II. OPERATIONAL APPROACH (CONTINUED)

E. PROGRAM EDUCATION RESOURCES AND TOOLS (CONTINUED)

Request a Quote



Request a Quote is a link a customer can hover over that is available through our LRS website is a simple way for customers to receive a quote for various services. Customers who simply want to know the rate for an open-top container (dumpster) for construction or clean-out projects, a portable restroom for an event or a commercial business looking to establish recycling and/or waste services. It can all be done online through our Request a Quote link on our webpage.

Automatic Payment Options and Paperless Invoicing

LRS Customers are offered the opportunity to set up an automatic payment so there is no need to hassle with making a payment. It's simple and easy to establish this free service.

LRS also offers paperless invoice options which also has a positive impact on the environment.

Improperly Prepared Materials – Sorry Tag

LRS will always take the friendliest approach to notifying residents if there is an issue with the materials placed out for collection.

We take extra steps to communicate with residents in order to prevent miscommunication or a misunderstanding, with a phone call or e-mail, if the customer has provided this contact information.

Residents who place improperly prepared or unaccepted material out for collection will be notified with a tag that indicates the reason the material was not removed. The tag provides various scenarios for the driver to check or a blank section for the driver to write in reason. It also includes our customer service contact information. The following is an example of a "Sorry" tag our driver may use to communicate with the resident.

Recycling Cart Imprint/Sticker

In a coordinated effort with the Illinois Recycling Task Force, we have updated all of our documentation to meet the criteria for accepted curbside recyclables. The following is created in the form of a weather proof sticker and affixed to carts used for recycling to help educate residents. This is also made available for download/print on our website.

II. OPERATIONAL APPROACH (CONTINUED)

F. CUSTOMER SERVICE

We place the highest value on customer experience and our success would not be possible without it. Our customer service department is staffed for growth with industry veterans in all departments of our company. Led by our Customer Experience Manager, our customer service representatives are continuously undergoing training on providing exceptional service.

As noted throughout this proposal, we utilize many resources to ensure customers are able to communicate with us in convenient ways. We make it a point to ensure customers that call in to speak with a customer service representative are not on hold for long periods of time and also present multiple methods they can communicate with us. Residents are always able to reach us and we also quickly respond. This has been a key component of our success and our customer satisfaction.

Our team of professionals diligently handle each call, email or online chat inquiry and ensure they are properly handled within 24 hours. Additionally, we house several bilingual customer service representatives to assist with all customers. All calls are tracked and reviewed by a Customer Experience Manager on a daily basis. We truly value all aspects of customer service and our experience with communities similar to Mill Creek will prove to be another value for residents.

Customer Service Day-to-Day

- Hours of Operation: 7:00 am-6:00 pm (Monday-Friday); 7:00 am-1:00 pm (Saturday)
- Center Location: Local Customer Service Center
- Phone Number: 844.NEED.LRS

Procedures for handling complaints, missed pickups and other customer calls

Residents may call our Customer Service Center. Customers can also submit inquiries through a dedicated link and email that will be set up on our website. Concerns will be addressed immediately by one of our experienced Customer Service Representatives. Should a call need to be escalated, one of our experienced managers will be available to help. Our program provides a dedicated municipal staff including a Municipal Coordinator, a Municipal Manager and two Customer Service Managers as well as Operations Managers. All matters will be responded to and/or handled within 24-hours.

Missed pickups

Residents can report missed pickups by calling our Customer Service Center. One of our experienced Customer Service Representatives will collect detailed information about the missed pickup, properly document the information and then schedule a recovery pickup. Missed pickup recovery will be dispatched; a recovery pickup will occur the same day or the following day (depending on the time of day the call is received). If the call is received late Friday, the recovery will occur on the following Monday.

II. OPERATIONAL APPROACH (CONTINUED)

G. REPORTING AND DATA

LRS will prepare and submit a monthly report and all other requested reports as defined in the bid document. The following provides an example of one of our custom reports.

MILL CREEK

MONTHLY RESIDENTIAL TRACKING REPORT

SAMPLE

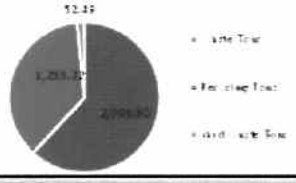
LRS LAKESHORE Recycling Systems

2021 COLLECTION STATS

Collection Period	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Recycle Rate by weight	38%	37%	36%	41%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Recycle Rate by volume	62%	62%	62%	62%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Waste Tons	574.34	471.00	531.02	520.14									2,096.50
Waste Yards (approx)	8,921.80	7,848.59	10,343.67	13,341.73									40,455.79
Recycling Tons	348.75	275.91	301.95	306.61									1,233.22
Recycling Yards (approx)	14,446.86	12,789.47	17,084.52	21,599.86									65,920.71
Yard Waste Tons	0.00	0.00	1.04	51.45									52.49
Yard Waste Yards (approx)	12.41	16.83	16.66	321.56									367.46
Yard Waste Stickers Sold	0	500	500	1,000									2000
Total Tons	923.09	746.91	834.01	878.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,382.21
Total Yards	23,381.07	20,654.89	27,444.85	35,263.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	106,743.96
Bulk Items	345	309	393	420									1467
# of E-Waste	5	3	5	8									21
# of White Goods	0	3	0	2									5

Processing Facilities	Name & Location
Yard Waste Facility	Midwest Compost LLC @ 1195 W Washington St. West Chicago, IL 60185
Recycling Facility	LRS /Heartland Recycling 6201 W Canal Bank Rd. Forest View, IL 60402
Trash Facility	Advanced Disposal @ 766 Hunter Dr. Batavia, IL 60510

YTD Material Volume



2021 CUSTOMER SERVICE CALLS

	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	YTD (avg)
Missed Trash	4	2	1	2									2.25
Missed Recycle	3	1	4	3									2.75
Missed Yard Waste	0	0	0	2									0.50
# of Complaint Calls	2	0	0	1									0.75
Total Calls	9	3	5	8	0	0	0	0	0	0	0	0	6.25

Complaint Call Detail	Received	QUANTITY
[illegible]	4/14/2019	1
TOTAL		1

II. OPERATIONAL APPROACH (CONTINUED)

H. SAFETY MANAGEMENT

Beginning with our executive management, our entire management team and staff are continuously being trained on safety and proper material management. Our Operation and Safety management hold daily, weekly and monthly meetings where material and overall safety are covered on a regular basis. We ensure safety is a number one priority and always on the forefront of our service programs. In addition, we've committed to safely managing materials by partnering with proven and renowned hazardous waste service providers to properly manage, dispose or recycle household hazardous waste materials, collected from the home or at events.

Our Vice President of Risk Management has been asked to speak to the largest audience of waste service providers in the country this year at the Waste Expo held in Las Vegas, NV. In addition to the 2018 Overall Safety Award from SWANA highlighted in the Awards section of this proposal, in 2019, SWANA also recognized our Communication, Education and Marketing Division. This SWANA award recognizes the exemplary actions in education and our extensive communication outreach with our safety program and strong safety culture. LRS has become a model within the industry when it comes to the safety and health of our employees and also, the general public.

Should an incident involving one of our vehicles or staff occur, our Municipal Manager or Operations Manager will immediately notify the designated program liaison by phone and email, if needed. Our operation team has additional resources with a fleet of street sweepers to assist with any type of clean up that may benefit from a sweep as well as emergency response resources.

The following indicates some of our standard safety practices, resources and tools:

- **Employee Injury and Illness Prevention**
  - Live Safety Initiative
  - Using data and analytics to predictively identify emphasis areas
  - Route audits to help identify unsafe stops
  - Updated Safety Manual, Driver Guidebook and Employee Safety User-manual (working copy for front-line facility workers)

- **Vehicle Accident and Property Damage Prevention**
  - Use of 3rd eye and DriveCam – Installed on all solid waste and recycling vehicles
  - Continuous recording benefits for safety, training, missed collection verification, law enforcement
  - Smith System – Proven and Renowned driving system
  - 9 FireRover units deployed over 5 sites for early detection and suppression, including 2 units for Fleet oversight
  - Site specific training for fire-brigades and emergency response
  - Collaboration with all corresponding FD to ensure site knowledge and enhance SOP for emergency response

SAFETY CULTURE

LRS has a vital interest in maintaining safe and efficient working conditions for its employees and ensuring that all company vehicles and equipment are properly maintained and operated. Our current and ongoing safety success has provided us with a workers compensation experience modification rate which is significantly below the average for the waste and recycling industry.

In addition to the expansion of Customer Service, LRS expanded the company safety program for internal operations, adding a team of experienced individuals to assist our Safety Director with problem resolutions and providing preemptive processes to avoid or stabilize potential issues that may arise.

II. OPERATIONAL APPROACH (CONTINUED)

I. COLLECTION VEHICLES

Mill Creek residents will be serviced by a new fleet of refuse and recycling vehicles. With the understanding of our proposal for a two-day collection, LRS will use one refuse truck, one recycle truck and one yard waste (organics) truck, in season. Other vehicles may be used from time to time to assist during seasons with heavier volume or to provide special collection services.

Front end load vehicles will be brand new with a Mack brand chassis and Heil brand body, equipped with automated cart lift equipment and bucket. The yard waste rear load vehicle(s) will be a brand new hybrid vehicle that will be used for multiple functions.

Lighter in Weight with Extra Safety Features

These trucks contain up to 32 cubic yards of compacted material. Our new vehicles are made with lighter weight metals than older model trucks and weigh approximately 36,000 pounds.

3rd Eye Recording Equipment

Each solid waste and recycle truck is fitted with video recording equipment both inside and outside of the vehicle. Cameras record for a minimum of 20' as well as audio. This system provides significant benefits for safety, service, law enforcement and productivity.

LRS front loading garbage and recycle trucks are also fitted with a net that surrounds the carts when they are tipped into the bucket to empty them. This is both a safety feature as well as a method of preventing loose materials from flying out of the cart in the process.

3rd EYE Benefits:

Tool for coaching and mentoring on Best Practices and Standard Operating Procedures

'Real life' in-house examples for training videos used in safety meetings

Provides verification of missed collection calls

Incident review for law enforcement/insurance

3rd EYE

III. CONCLUSION

SUMMARY

In summary, LRS is perfectly aligned to be the service provider for Mill Creek. We provide all of the services Mill Creek is accustomed to receiving and also neighbor the community which will allow us to provide an even higher level of service.

We have facilities throughout northern Illinois that will be resourceful in servicing Mill Creek, to include our Ecology Landfill and world renown material recovery facilities.

LRS offers additional services such as organic food scrap composting for no charge during yard waste season. LRS offers an added layer of assurance for residents, Mill Creek staff and committees or boards, as we are a domestic recycler ensuring over 99% of the materials we collect are resourced in the USA. LRS strives for best-in-class customer care with both our in person services, or using any of our many methods of communication.

Our local and dedicated marketing department is able to help educate and promote communications Mill Creek and LRS would like to send to residents using various methods of communication. LRS offers other supplementary services such as street sweeping, portable restrooms, portable storage units and so much more. LRS' Clean Sweep company is currently the chosen street sweeping service provider for Mill Creek.

Please consider meeting with us to further discuss LRS for Mill Creek. We have long hoped to be the service provider for Mill Creek and we're confident in our ability to provide an excellent waste service program for Mill Creek. We are flexible with regards to providing any of our services for Mill Creek and altering any proposed services to suit Mill Creek.

EXHIBIT A – DEVIATIONS OR ALTERNATIVE APPROACH

Please find the following deviations from the bid document and alternative approach presented by LRS.

DEVIATION 1 – SERVICE DAYS

LRS is proposing to provide service over two days being Wednesday and Thursday. We will work with the county to determine the best areas to service on each day. LRS will provide multiple resources and communications on this for residents in advance. LRS will also provide an over-coverage of crews on routes throughout the transition period and ensure residents are well-serviced and informed. We are experts at transitioning days and understand the common, and uncommon issues that may arise. We're well-planned for these in advance as true transition experts.

DEVIATION 2 – ORGANIC FOOD SCRAP DEFINITION

LRS is proposing to eliminate meat and bones from the acceptable food scrap items defined on page 2, Scope of Work. Meat and bones are known to attract unwanted varmints and not widely accepted at Illinois compost facilities as it would require additional resources to manage them as a health and safety issue.

The following items are acceptable organic food scraps and may be mixed with yard waste: **bread, cereal, coffee grounds, dairy, egg shells, eggs, fruits, grain, pasta shells, and vegetables.**

DEVIATION 3 – OPTION TWO (2) FLAT RATE CART + STICKER PROGRAM (ORGANICS CART OFFER)

Residents with Option Two Program may place any amount of organics out for collection but may think they do not need to place a sticker on each unit because their neighbor may have **option 3 that does not require stickers for additional organics according to the bid document, Scope of Work, page 8.** In addendum 3, the question was posed regarding the sticker requirements for Option Three and to our understanding somewhat conflicts with the Scope of Work, page 8 statement regarding no stickers required to our understanding by pointing to the same response for Option Two.

If the addendum language is correct, it would seem Option Two and Option Three are identical unless we are misunderstanding the question or response. That said, LRS would like to offer the organics cart whenever possible as it is part of an automated system that is safer and more economical than picking up individual containers or bags.

If Kane County and Mill Creek are considering LRS as a viable candidate to provide the services, LRS would like to discuss how we can work something out to offer the organic carts. We are flexible and open to developing a different method to offer an organics cart for a sticker based organics program and would like to discuss as we would want to encourage it as well. **For the time being, LRS is proposing the organics cart be made available with option three which is unlimited amount of organics and includes no stickers.**

DEVIATION FOUR – CONTRACT AWARD DATE AND TRANSITION PLAN

LRS has conducted a considerable large number of transitions from a long-time service provider to LRS. Several of our new roll-outs have been conducted during recent challenges presented as a result of unusual circumstances disrupting supply chains across the globe. The pandemic, coupled with new supply chains providing manufacturer's materials used to create carts and vehicles, in addition to a country-wide driver shortage, has created a disadvantage for rush transitions. With this in mind, please know LRS is truly the top expert when it comes to rush transitions having conducted more than any other service provider in the market place today.

We are asking Kane County to consider the additional burdens facing our industry right now to ensure a proper transition for residents and allow LRS to provide the best roll-out possible should you choose LRS. LRS is proposing for Kane County to award the contract no later than September 15, 2021 or sooner, if possible. We will commit all of our resources to ensure a smooth transition but hope for ample time. Please see the proceeding proposed Transition of Service to understand the time required.

IV. EXHIBIT A (CONTINUED)

TRANSITION OF SERVICE – IMPLEMENTATION PLAN USING SEPTEMBER 15TH CONTRACT AWARD DATE

Our LRS team will be well prepared in advance of the start of service, offering a dedicated and expert team we refer to as our Municipal Transition Team, having conducted over two dozen together as a team. This makes a tremendous difference in reducing service disruption as we understand and are prepared for common issues.

As such, LRS asks Kane County to consider obtaining an Excel or csv formatted file of the active mailing and service addresses, and matching services to include the current size carts by material type and prior the award of the franchise agreement should it be LRS. This drastically helps the transition process. Residents will still be able to place different orders but it helps to place the initial order based on the incumbents list and the second order proceeding the cut-off date. **The following is a tentative and detailed plan aligned with a contract award on September 15th (or before).**

SEPTEMBER 15TH THROUGH OCTOBER 4TH

1. Transition meeting with Kane County, LRS, Mill Creek Representatives – **priority item** Sept. 16th
2. Execute Agreement and Submit Performance Bond Request- **priority item**
3. Obtain mailing and service address with corresponding services provided by incumbent – **priority item**
4. Review for approval, publication and mail the proposed brochure – **priority item**
5. Review for approval web portal for cart selections – **priority item**
6. Brochure must be mailed by September 20th to allow residents close to two weeks to select carts before the request cut-off – **priority item**
7. LRS Operations Management will finalize map in conjunction with the routes being planned for Wednesday and Thursday for final approval - **priority item** (Map is shown in brochure)
8. Develop and submit the refuse and organics dual purpose sticker for approval – **priority item**
9. Review online and call in sticker order process – **priority item**
10. Stickers will be ordered and planned for delivery the week prior to start of service- **priority item**
11. Review for approval required media announcements
12. Review for approval LRS Mill Creek web page and any additional planned resources, tools or communications
13. LRS Customer Service will be trained for the specific Mill Creek program by the LRS Municipal Transition Team who works in conjunction with our Customer Service throughout the transition and in the same location
14. Contact local retail sticker outlets to ensure participation and take initial orders

TRANSITION OF SERVICE – IMPLEMENTATION PLAN USING SEPTEMBER 15TH CONTRACT AWARD DATE (CONTINUED)

OCTOBER 5TH – 15TH

15. **October 5th - Cut-off date for final cart selections.** LRS can use a list from the incumbent of current cart selections. LRS would aim to confirm the list by visibly auditing in weeks prior as most often they are inaccurate. This will significantly reduce the amount of post-transaction exchanges for residents who may not have made a selection by October 5th cut-off date. LRS will continue to receive and submit requests but we use this date to scrub the lists and place another order– **priority on October 5th**
16. Develop Transition Cart Sticker for approval – **priority early October**
17. Develop monthly reports as desired by Kane County and Mill Creek for review to ensure capturing all desired information
18. Develop annual schedule for 5 year term to the best of ability with available information (holiday services, required notification dates and notification generator/media outlet)
19. Ensure retail outlets are properly stocked for sticker sales prior to the start of service – **October 15th or so**
20. LRS Operations Team perform physical route reviews with drivers two to three weeks prior to start of service- priority early October plan

OCTOBER 18TH – OCTOBER 31ST

21. Cart deliveries will begin to ensure carts are in place before the incumbent removes their carts. Late cart requests will be delivered in a timely fashion as soon as possible proceeding the initial cart delivery and most often, we are able to fulfill late orders within the initial delivery period.

NOVEMBER 3RD AND 4TH - FIRST DAY OF SERVICE FOR MILL CREEK RESIDENTS

22. LRS will keep the County briefed on the transition process to ensure the best communications possible. Post transition meetings may occur at any time, as needed, desired and described in the bid document.

1234 SOUTH MAIN STREET
GENEVA, IL 60134

CONTRACTOR DISCLOSURE

As of August 6, 2021, LRS, to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12 month period.

Below is a list of shareholders or owners, with at least 5% holdings in LRS:

Goldman Sachs & Co., LLC 200 West Street, 26th Floor New York, NY 10282	46.81%
Lakeshore Waste Services LLC 6132 Oakton Street Morton Grove, IL 60053	16.22%
Golf, Inc. 2174 South Vista Avenue Lombard, IL 60148	16.22%

Officer Managing Partner

8/10/2021
Date

Title OFFICE ASSISTANT

Subscribed and Sworn this 10 day of AUGUST, 2021

Notary Public

OFFICIAL SEAL
Deena Pedersen
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 10/25/2023

1234 SOUTH MAIN STREET
GENEVA, IL 60134

FAMILIAL RELATIONSHIP DISCLOSURE

As of August 6, 2021, LRS, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12 month period. Familial Relationship is defined in the attached Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than $30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

Joshua Cameron
Officer MANAGING PARTNER

8/10/2021
Date

Title OFFICE ASSISTANT

Subscribed and Sworn this 10 day of AUGUST, 2021

Deena Pedersen
Notary Public

OFFICIAL SEAL
Deena Pedersen
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 10/25/2023

RENEWABLE ANNUAL PERFORMANCE BOND

BOND NO. 0240401

KNOW ALL MEN BY THESE PRESENTS: THAT Lakeshore Recycling Systems, LLC, (hereinafter called the Principal), and BERKLEY INSURANCE COMPANY, 475 Steamboat Road, Greenwich, CT 06830 (hereinafter called the Surety), are held and firmly bound unto County of Kane (hereinafter called the Obligee), in the full and just penal sum of One Hundred Thousand Dollars and 00/100 ($ 100,000.00) dollars to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above mentioned Obligee for Mill Creek Curbside Refuse, Recycling and Organics Collection Services, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein with annual renewal at Surety's discretion: and

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said contract set forth and specified to be by the said Principal kept, done and performed, at the time and in the manner in said contract specified during the term of this bond, and shall pay over, and make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of Principal, then this obligation shall be void, otherwise, to be and remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning October 30, 2021 and ending October 29, 2022 .
2. In the event of a default by the Principal in the performance of the contract during the term of this bond, the Surety shall be liable only for the loss to the Obligee due to actual excess costs of the contract up to the termination of this bond. The Surety, after investigation, shall with reasonable promptness determine the amount for which it may be liable to the Owner as soon as practicable after the amount is determined, tender payment therefore to the Owner, or find an acceptable principal to complete the contract. This bond does not provide coverage to any indirect loss or costs incurred by the Obligee including, but not limited to legal fees, court costs, expert fees or interest.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted and process served upon the Surety within six months after the expiration of the stated term of this bond.
4. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Obligee recoverable under this bond, not withstanding any language in the contract to the contrary.
5. The bond may be extended for an additional year at the option of the Surety, by Continuation Certificate executed by the Surety.
6. This bond shall not be cumulative. Under no circumstances shall the Surety's liability exceed the penal sum stated herein.
7. No right of action shall accrue on this bond to or for the use of any person, entity or corporation other than the Obligee named herein and this bond cannot be assigned to any other party without the written consent of the Surety.

Signed and sealed this 21st day of 2021 , 2021 .

Lakeshore Recycling Systems, LLC
Principal

By: Joshua Connell
Name and Title

BERKLEY INSURANCE COMPANY
Surety

By: Kelly A. Gardner
Kelly A. Gardner, Attorney-in-Fact

BERKLEY INSURANCE COMPANY CORPORATE SEAL

No. BI-SurePath-n

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Kelly A. Gardner**
HUB International Midwest Limited
Downers Grove, IL

Surety Bond No.: 0240401
Principal: Lakeshore Recycling Systems, LLC
Obligee: County of Kane
Amount of Bond: See Bond Form

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25th day of July, 2019.

(Seal) BERKLEY INSURANCE COMPANY CORPORATE SEAL DELAWARE

Attest:
By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 25th day of July, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 21st day of September, 2021.

(Seal) BERKLEY INSURANCE COMPANY CORPORATE SEAL DELAWARE

_____
Vincent P. Forte

STATE OF ILLINOIS }
COUNTY OF DU PAGE}

On September 21, 2021, before me, Alexa Costello, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, Kelly A. Gardner, known to me to be Attorney-in-Fact of Berkley Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires November 19, 2023

Alexa Costello

Alexa Costello, Notary Public
Commission No. 904586

OFFICIAL SEAL
Alexa Costello
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Nov 19, 2023

Document A310 TM – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Lakeshore Recycling Systems, LLC
6132 W. Oakton St.
Morton Grove, IL 60053

OWNER:
(Name, legal status and address)
Kane County Treasurer
719 S. Batavia Ave.
Geneva, IL 60134

SURETY:
(Name, legal status and principal place of business)
Berkley Insurance Company
1250 E. Diehl Road, Suite 200
Naperville, IL 60563
Mailing Address for Notices
1411 Opus Place, Ste. 450
Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: $ 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Mill Creek Curbside Refuse, Recycling and Organics Collection Services. Project No. 30-021.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of August, 2021

Nancy Aullo
(Witness)

Lakeshore Recycling Systems, LLC
(Principal) *(Seal)*

By: Joseph F. Connell
(Title) MANAGING PARTNER

Alexa Costello
(Witness) Alexa Costello

Berkley Insurance Company
(Surety) *(Seal)*

By: Kelly A. Gardner
(Title) Kelly A. Gardner Attorney-in-Fact

BERKLEY INSURANCE COMPANY CORPORATE SEAL DELAWARE

S-0054/AS 8/10

State of Illinois

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Alexa Costello Notary Public of DuPage County, in the State of Illinois, do hereby certify that Kelly A. Gardner Attorney-in-Fact, of the Berkley Insurance Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the Berkley Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in said County, this 13th day of August, 2021.

Alexa Costello

Notary Public Alexa Costello

My Commission expires: November 19, 2023

OFFICIAL SEAL
Alexa Costello
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Nov 19, 2023

No. BI-SurePath-a

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Kelly A. Gardner
HUB International Midwest Limited
Downers Grove, IL

Surety Bond No.: Bid Bond
Principal: Lakeshore Recycling Systems, LLC
Obligee: Kane County Treasurer
Amount of Bond: See Bond Form

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25th day of July, 2019.

(Seal) BERKLEY INSURANCE COMPANY CORPORATE SEAL DELAWARE

Attest:
By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 25th day of July, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 13th day of August, 2021.

(Seal) BERKLEY INSURANCE COMPANY CORPORATE SEAL DELAWARE

_____
Vincent P. Forte

COUNTY of KANE
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

Maria Calamia, CPPB
Director of Purchasing

719 S. Batavia Ave., Bldg. A, 2nd Floor
Geneva, Illinois 60134
Telephone: (630)232-5929
Fax: (630) 208-5107

August 3, 2021

ADDENDUM 1

Invitation to Bid: **#30-021**

Title: **30-021 Mill Creek Curbside Refuse, Recycling, and Organics Collection Services**

The attention of all plan holders is called to the following changes to original bid solicitation:

Clarifications & Additional Information

Q. Would it be fatal to our proposal if we propose an alternate service schedule whether it be a different day or multiple days?

A. ***No, but any proposed schedule re-arrangement must be approved by the County or Mill Creek SSA. The County of Kane reserves the right to reject any or all bids or any portion thereof, or accept an alternate bid.***

Q. Regarding the bid deposit (Section 28), is that amount equal to 5% of the first year revenue?

A. ***Correct.***

Q. Can you provide the current rates?

A. ***Please reference attached Service Rider for current rates. This link has the history of the rates during the length of this contract.***
https://www.countyofkane.org/Documents/Mill%20Creek/PricingGrid.pdf

Please acknowledge receipt of this Addendum 1. Thank you for your interest in the Kane County procurement process.

Sincerely,
Tim Keovongsak
Tim Keovongsak, CPPB
Buyer

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

719 S. Batavia Ave., Bldg. A
Geneva, IL 60137

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

Extension of Contract for Mill Creek Refuse Removal
and
Food Scrap Collection Pilot Program

This RIDER made this 28th. day of July, 2020 is part of and is to be attached to the Offer to Contract Form (Bid 36-015) made on September 6, 2015, per Resolution 15-234, by and between County of Kane and Advanced Disposal Services Solid Waste Midwest, LLC of Batavia, IL.

The Contractor has previously agreed and offered to provide the food scrap collection program at no additional cost to the County, and residents of Mill Creek. This collection program commenced on May 15, 2017, per Resolution 17-126, for the duration of contract, expiring on or about October 31, 2020.

The County hereby requests and Advanced Disposal Services Solid Waste Midwest, LLC agrees to the extension of the original contract with food scrap amendment for a one (1) year period, which was not part of the original five (5) year contract. This extension is necessitated due to the Governor's Executive Orders regarding the COVID-19 Pandemic. The terms and conditions of the original contract will remain the same with the following price increase effective for the final year of service:

Option 1:	One Cart Program	$3.14 per sticker
Option 2:	Two Cart Program	$20.85 per month
Option 3:	Three Cart Program	$23.76 per month

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

Daniel DeWaard, Regional Vice President
Advanced Disposal Services Solid Waste Midwest, LLC
Batavia, IL

5/13/2020
Date

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

7/28/2020
Date

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 20 - 217

AUTHORIZING A ONE-YEAR EXTENSION OF REFUSE AND RECYCLING SERVICES FOR THE MILL CREEK SPECIAL SERVICE AREA

WHEREAS, Kane County currently holds a contract with Advanced Disposal Services Solid Waste Midwest (Bid #36-015) made on September 6, 2015, per resolution 15-234 for the purpose of providing Refuse Removal and Recycling Services for the Mill Creek Special Service Area; and

WHEREAS, Advanced Disposal (formerly Veolia) has held this contract for the last 15 years, during which time service has been exceptional and without fault; and

WHEREAS, Advanced Disposal agrees to a (1) one-year extension to this contract, with the same terms and conditions, and an incremental cost increase that is on par with existing annual cost increases in the contract; and

WHEREAS, this contract does not have a cost to Kane County, and secures the lowest cost for the residents of Mill Creek.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman of the County Board is hereby authorized to enter into a (1) one-year extension to the existing contract from November 1, 2020 to October 31, 2021 with Advanced Disposal Services, Batavia, IL for refuse removal and recycling services in the Mill Creek Subdivision for the Mill Creek Special Service Area District.

Passed by the Kane County Board on July 14, 2020.

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

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

Vote:
[Unanimous]

20-07 Mill Creek Hauler

COUNTY of KANE
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

Maria Calamia, CPPB
Director of Purchasing

719 S. Batavia Ave., Bldg. A, 2nd Floor
Geneva, Illinois 60134
Telephone: (630)232-5929
Fax: (630) 208-5107

August 6, 2021

ADDENDUM 2

Invitation to Bid: **#30-021**

Title: **30-021 Mill Creek Curbside Refuse, Recycling, and Organics Collection Services**

The attention of all plan holders is called to the following changes to original bid solicitation:

Clarifications & Additional Information

Q. Will the county please provide years 2017-2020 of the tonnage and volume generated for Mill Creek's refuse, recycling and organics?

A. Attached are the data sheets on tonnages collected by current vendor 2017-2021

Q. Can you please provide the total number of stickers sold each year?

A. Please reference to page 7 of Bid Statement of Work for sticker counts.

Please acknowledge receipt of this Addendum 2. Thank you for your interest in the Kane County procurement process.

Sincerely,
Tim Keovongsak
Tim Keovongsak, CPPB
Buyer

MILLCREEK MONTHLY REPORT 2017

Refuse	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17
Tons	146.61	140.79	175.51	167.98	174.22	210.91	141.43	246.81	142.83	157.6	239.11	168.06
Volume	124	33	231	198	132	165	66	165	231	198	396	264
Transfer Station	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS

Yardwaste	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17
Tons	0.74	0	0	34.71	38.64	49.32	32.06	31.64	20.62	26.39	55.31	4.78
Transfer Station	Batavia TS	N/A	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS

Recycling	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17
Tons	72.67	74.1	82.7	77.9	80.6	81.7	62.8	90.5	61.9	70.9	98.1	82.4
Volume	472.36	481.65	537.68	506.35	524.03	531.25	408.27	588.19	402.35	460.92	637.59	535.54
Processing Facility	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt

Total	220.02	214.89	258.23	280.59	293.46	341.93	236.29	368.95	225.35	254.9	392.51	255.23	
Yard&Recycle	73.41	74.1	82.72	112.61	119.24	131.02	94.86	122.14	82.52	97.3	153.4	87.17	AVERAGE
Diversion rate	33.4%	34.5%	32.0%	40.1%	40.6%	38.3%	40.1%	33.1%	36.6%	38.2%	39.1%	34.2%	36.7%

MILLCREEK MONTHLY REPORT 2017

Refuse	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18
Tons	195.44	142.96	140.71	157.84	241.7	179.91	170.52	205.81	166.1	198.11	200.45	163.36
Volume	264	264	223	330	132	132	314	240	124	116	198	132
Transfer Station	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS

Yardwaste	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18
Tons	4.87	0	0	11.74	82.52	48.28	29.02	37.79	42.67	47.72	42.04	2.43
Transfer Station	Batavia TS	N/A	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS

Recycling	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	
Tons	83.97	58.6	63.3	69.1	102.7	78.1	72.3	91.0	67.9	77.2	82.7	71.0	
Volume	744.00	579.00	640.00	627.00	650.00	561.00	429.00	363.00	165.00	396.00	462.00	264.00	
Processing Facility	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	
Total	284.28	201.56	203.96	238.7	426.88	306.28	271.79	334.6	276.68	323.04	325.15	236.81	
Yard&Recycle	88.84	58.6	63.25	80.86	185.18	126.37	101.27	128.79	110.58	124.93	124.7	73.45	AVERAGE
Diversion rate	31.3%	29.1%	31.0%	33.9%	43.4%	41.3%	37.3%	38.5%	40.0%	38.7%	38.4%	31.0%	36.1%

MILLCREEK MONTHLY REPORT 2019

Refuse	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19
Tons	176.7	171.02	147.84	172.26	252.65	154.78	218.37	170.67	166.92	221.53	186.95	177.66
Volume	240	33	99	264	264	33	322	232	166	257	124	199
Transfer Station	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS

Yardwaste	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19
Tons	1	0	0	17.68	49.48	31.58	50.04	29.8	25.39	27.42	30.43	1
Transfer Station	Batavia TS	N/A	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS

Recycling	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	
Tons	71.48	66.9	52.9	70.1	92.8	80.8	83.1	69.5	69.1	91.5	73.6	88.5	
Volume	297.00	363.00	297.00	264.00	264.00	198.00	198.00	132.00	396.00	297.00	165.00	264.00	
Processing Facility	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	
Total	249.18	237.92	200.78	260.06	394.92	267.16	351.5	269.93	261.42	340.47	291.01	267.12	
Yard&Recycle	72.48	66.9	52.94	87.8	142.27	112.38	133.13	99.26	94.5	118.94	104.06	89.46	AVERAGE
Diversion rate	29.1%	28.1%	26.4%	33.8%	36.0%	42.1%	37.9%	36.8%	36.1%	34.9%	35.8%	33.5%	34.2%

435.03 Jan-Jun 19
462.05 Jul-Dec 18
897.08 one year of recycling tons

MILLCREEK MONTHLY REPORT 2019

Refuse	Jan-19	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20
Tons	193.29	144.6	184.2	245.56	229.59	199.2	235.28	203.65	243.31	185.09	230.26	287.32
Volume	265	257	207	290	298	157	165	231	297	132	198	223
Transfer Station	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS

Yardwaste	Jan-19	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20
Tons	2.47	0	0	30.41	48.22	50.67	12.65	22.74	28.26	49.44	72.18	3.29
Transfer Station	Batavia TS	N/A	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS

Recycling	Jan-19	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	`	Dec-20
Tons	93.83	63.67	54.6	107.1	78.0	71.2	95.1	53.2	82.6	71.0	64.0	62.1
Volume	462.00	264.00	264.00	264.00	198.00	66.00	330.00	198.00	264.00	132.00	165.00	330.00
Processing Facility	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt
Total	289.59	208.27	238.83	383.07	355.81	321.07	342.98	279.62	354.13	305.51	366.39	352.7
Yard&Recycle	96.3	63.67	54.63	137.51	126.22	121.87	107.7	75.97	110.82	120.42	136.13	65.38
Diversion rate	33.3%	30.6%	22.9%	35.9%	35.5%	38.0%	31.4%	27.2%	31.3%	39.4%	37.2%	18.5%

AVERAGE 31.7%

468.43 Jan-Jun 20
475.27 Jul-Dec 19
943.7 one year of recycling tons

MILLCREEK MONTHLY REPORT 2021

Refuse	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21
Tons	193.12	172.58	252.36	200.79	204.98	216.72						
Volume	132	396	264	198	157	58						
Transfer Station	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS

Yardwaste	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21
Tons	2.15	0	0	51.45	34.53	33.7						
Transfer Station	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS	Batavia TS

Recycling	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21
Tons	61.71	36.13	59.6	35.7	51.1	91.4						
Volume	396.00	231.00	231.00	132.00	50.00	-						
Processing Facility	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt	Resource Mgmt

COUNTY of KANE
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

Maria Calamia, CPPB
Director of Purchasing

719 S. Batavia Ave., Bldg. A, 2nd Floor
Geneva, Illinois 60134
Telephone: (630)232-5929
Fax: (630) 208-5107

August 6, 2021

ADDENDUM 3

Invitation to Bid: **#30-021**

Title: **30-021 Mill Creek Curbside Refuse, Recycling, and Organics Collection Services**

The attention of all plan holders is called to the following changes to original bid solicitation:

Clarifications & Additional Information

Option 2 Flat Rate Cart and Sticker Program:

Q. Resident receives a refuse cart – Are stickers required for additional bags/cans outside the cart or is it unlimited service?
A. Yes, One sticker is required for each disposal unit placed outside the cart for refuse and yard waste. Recycling is unlimited.

Q. Does a bulk item require a sticker?
A. Currently, each bulk item required pre-paid sticker. The white goods are pick up free of charge. Please refer to Offer to Contract Form – Section B: Added Value Service.

Option 3 Flat Rate Full Service Three Cart Program:

Q. Resident receives a refuse and yard waste carts – Are stickers required for additional bags/cans outside the refuse and yard waste carts or is it unlimited service?
A. See above answer to Option 2.

Q. Does a bulk item require a sticker?
A. See above answer to Option 2.

Offer to Contract Form, Intergovernmental Pricing, Page 2:

Q. Will the county please provide an example of how the county may be used in terms of the services being requested for proposal?
A. The optional intergovernmental participation program is not applicable to Bid 30-021 as the required services mainly specified for Mill Creek SSA.

Q. Item c) – Please confirm if materials placed outside of the refuse or organics cart requires a sticker per unit. Please clarify material outside of carts that require stickers.

A. Any excess material place outside of the cart required sticker and the white goods are pick up free of charge.

Please acknowledge receipt of this Addendum 3. Thank you for your interest in the Kane County procurement process.

Sincerely,
Tim Keovongsak
Tim Keovongsak, CPPB
Buyer

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 typewritten with all erasures, strikeovers 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. The County may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.

   The County of Kane reserves the right to compare pricing submitted to any and all known national joint purchasing cooperatives in order to obtain the lowest pricing available in the current market place for this contract award. The list of joint purchasing cooperatives is not all inclusive and may include other joint purchasing cooperatives Kane County is not currently aware of at the present time. Kane County reserves the right to award a contract to the lowest responsive, responsible vendor for said product or service after reviewing all joint purchasing cooperative pricing available for Kane County to participate in their program.

   GSA Schedule 13 (General Services Administration)
   State of Illinois Central Management Services (CMS)
   U. S. Communities
   National IPA
   National Joint Power Alliance (NJPA)

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. ***(SEE GENERAL REQUIREMENT, SECTION 5)***

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. ***(SEE GENERAL REQUIREMENT, SECTION 7, 8, AND 9)***

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. ***(SEE GENERAL REQUIREMENT, SECTION 7, 8, AND 9)***

12. **TAXES**. Kane County is not subject to Federal Excise Tax. Per certification provided by the State of Illinois Department of Revenue, Kane County is exempt from state and local taxes. ***(SEE GENERAL REQUIREMENT, SECTION 3)***

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 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.

16. **VARIANCES**. State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions and can be inserted in the additional comments section of the Offer to Contract page or attach as an additional section (Exhibit) to submittal document.

17. **INDEMNIFICATION.**
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, elected officials, Agents, servants 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. Counsel provided for representation of the County or their respective officers, employees and agents will be chosen by the Kane County State's Attorney's Office, subject to the approval of the Contractor and/or Servicer's and/or Seller. The County may elect to defend against or to join as co-counsel in any claim or lawsuit in which the County or any agent, employee or officer is involved without waiving the defense, indemnification and hold harmless provision set forth herein.

Contractor and/or Servicer and/or Seller shall provide to the County of Kane proof of adequate insurance coverage to satisfy the indemnification provisions herein.

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, pregnancy, 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, color, religion, national origin, ancestry, age, sex, marital status, military status, sexual orientation, pregnancy or unfavorable discharge from military service. (Ordinance No. Res. No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; Res. No. 05-303, 9-23-05). 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. Responsive Bidders must include with their bid a separate sheet showing trades to be employed and wage rates to be paid.

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

CERTIFIED PAYROLL REQUIREMENTS: (Public Act 94-0515)
Effective August 10, 2005 Contractors and Sub-Contractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any Contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

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).

DEBARMENT AND SUSPENSION. No contract may be awarded to parties listed on the federal governments Excluded Parties List System in the System for Award Management (SAM), on the State of Illinois' list of sanctioned persons maintained by the Agency's Office of Inspector General, or on the County'

Debarment is the process of determining that a contractor is ineligible to receive contract awards based upon a preponderance of evidence, usually a conviction. Debarment is usually three (3) years in length. The name of the debarred contractor may be published as ineligible on the System for Award Management (SAM), which is a website administered by the U.S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

Suspension is the process of determining that a contractor is ineligible to receive contract awards based upon adequate evidence, usually an indictment. Suspension is a temporary measure having a 12 month limit. It is usually used pending completion of an investigation or legal proceedings. The name of the suspended contractor will be published as ineligible on the System for Award Management (SAM), which is a website administered by the U.S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

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 <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

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 $5,000,000

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

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

28. BID DEPOSIT

All bids must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than five (5%) percent of the amount of the Bid, or according to the schedule as provided.

Accompanying this Bid is a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond, complying with the requirements of the specifications, made payable to the **KANE COUNTY TREASURER.**

In the event that one check, draft or bond is intended to cover two or more bids, the amount must be equal to the sum of the bid guarantees of the individual sections covered.

29. EXECUTION OF A PERFORMANCE BOND AND LABOR AND MATERIALS BOND

When noted in the specifications, the County reserves the right to require the successful bidder to supply a Performance Bond and a Labor and Materials Bond within ten (10) calendar days of acceptance of the Vendor's bid by the County. Prior to commencement of service hereunder, Contractor shall provide Mill Creek with a performance bond or letter of credit in the amount of One Hundred Thousand dollars ($100,000.00), which shall be maintained in full force and effect throughout the term of this contract in the Contractor's expense.

30. **FAILURE TO FURNISH BOND**

In the event that the Vendor fails to furnish the abovementioned bonds within ten (10) calendar days after acceptance of the bid by the County, then the bid deposit of the bidder shall be retained by the County as liquidated damages, it being now agreed that said sum is a fair estimate of the amount of damages that said County will sustain due to the Bidder's failure to furnish said bonds.

31. **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.

32. COMMUNICATION DURING THE PROCUREMENT PROCESS

In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the solicitation process. Therefore, from the issue date of any solicitation until the due date of the solicitation, all request for clarification or additional information regarding the solicitation, or contact with County personnel concerning this solicitation or the evaluation process must only be through the Purchasing Department staff. Inquiries will be collected by the Purchasing Department staff who will then submit the inquires to the Department Head responsible for the procurement. Responses by the Department Head to the inquires will be submitted to the Purchasing Department staff who will then distribute the responses to all vendors responding to the solicitation. In this way it will be assured that all vendors participating in the process will be receiving the same information. No contact regarding this solicitation with other County employees, agents of the County or elected officials is permitted unless expressly authorized by the Purchasing Director. A violation of this provision is cause for the County to reject the Bidder's bid. If it is later discovered that a violation has occurred, the County may reject any bid or terminate any contract awarded pursuant to this solicitation.

33. 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.

34. TERMINATION FOR CAUSE:

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.

Cause shall be defined by a material breach or default on the party of either party, including, but not limited to: enactment of a referendum for the collection and disposal of refuse, garbage, and ashes for unincorporated areas by Blackberry Township pursuant to 60 ILCS 1/210-15 of the Illinois Compiled Statutes, as amended, which may abrogate the County's ability to contract for garbage collection in the Mill Creek Special Service Area, or as otherwise required by law.

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.

In the event of any such termination, the Contractor also will be reimbursed for the charges of independent professional associates and contractors employed by the Contractor to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses not in dispute. Reimbursable expenses mean the actual expenses incurred by the Contractor or the Contractor's independent professional associates or contractors, directly or indirectly in connection with the Project.

35. **LITIGATION:**
Vendors are required to disclose if they have been a party to any lawsuits or arbitration proceedings involving their services within the last five years. Provide status or outcome of any such proceedings disclosed.

36. **HOLIDAY SCHEDULE:**
Kane County is closed for business on the following holidays: New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day Following Thanksgiving Day and Christmas Day.

37. **COMPLAINT AND DISPUTE RESOLUTIONS**:
The Vendor shall faithfully perform all work as set forth in these specifications for Kane County. If the Vendor fails to faithfully execute their work in accordance with the contract and/or a dispute arises as to the quality and/or quantity of work completed, Kane County reserves the right to withhold authorization for payment of completed work until such time that performance has been improved upon, or the dispute resolved. In instances where a dispute cannot be resolved by the Vendor and the Judiciary Department Office Manager or other appointed designate, the dispute may be resolved by the Kane County Director of Purchasing.

38. **PROPRIETARY INFORMATION**
Under the Illinois Freedom of Information Act, all records in the possession of Kane County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exception is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The County will assume that all information provided to us in a bid or bid is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of

Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an un-redacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

39. **Joint Purchasing Program Initiative:**

1. All public agencies as defined by the Illinois Governmental Joint Purchasing Act, as well as not-for-profit agencies that qualify under Section 45-35 of the Illinois Procurement Code, are eligible to participate in joint purchasing programs.

2. ILL COMP. STAT. ANN §220/2. Definitions for the purpose of this Act: The term "public agency" shall mean any unit of local government as defined in the Illinois constitution of 1970, any school district, any public community college district, any public building commission, the State of Illinois, any agency of the State government or of the United States, or of any other State, any political subdivision of another State, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body of the agency created by the agreement.

3. Kane County wants to expand on the current benefits of intergovernmental cooperation on a regional basis. The goal of Kane County Purchasing is to combine the resources and purchasing power of governments and not-for-profit entities to negotiate the most favorable contract terms in order to obtain the best quality products and services at the lowest prices. By purchasing through Kane County Joint Purchasing Contracts, participants will save both time and money by not having to duplicate the formal bidding and request for bid solicitation process.

4. Illinois statues, 525/2 from Ch. 85, par. 1602. (Governmental Joint Purchasing Act), authorizes that any governmental unit may purchase personal property, supplies and services jointly with one or more other governmental units. All such joint purchases shall be by competitive solicitation as provided in Section 4 of this Act.

STATEMENT OF WORK
For
MILL CREEK REFUSE REMOVAL & RECYCLING SERVICE

I. PURPOSE

The County of Kane and Mill Creek Special Service Area (hereafter referred to as "Mill Creek") is seeking services from qualified waste management companies (hereafter referred to as "Contractor") for collection, processing, and disposal of refuse, recyclables, and organics from properties in Mill Creek Subdivision.

Mill Creek includes an estimated 2,279 single-family residences for 2018, with a small annual increase in subsequent years.

II. PROJECT DESCRIPTION

This contract is designed to allow for residents to continue to utilize the per bag collection (sticker) program for refuse/trash and yard waste, with recycling services built into that cost. It also allows for movement towards a cart-based program with choices to blend the cart and sticker programs or move into a three-cart all-inclusive program. The Contractor will be responsible for performing all tasks described in the specification.

III. GENERAL SPECIFICATIONS

1. INTENT

It is the intent of this contract to obtain, from the Contractor throughout its term, clean, courteous, well-scheduled, and well-executed collection and disposal or processing of refuse, recyclables, and organics (including yard waste and food scraps) from properties in Mill Creek. While Mill Creek recognizes that any collection service involves minor customer operation problems, the intent of this contract is to ensure that any such operating problems are corrected as soon as possible. It is further intended that this contract shall secure the best service and cost for the residents of Mill Creek for said services.

2. DEFINITIONS

For the purposes of this contract, definitions of certain terms shall be as listed below. Other terms shall be defined within applicable subsections.

Curbside: shall mean a position immediately behind the curb or edge of the street, off the pavement area, and within the parkway area used for the collection of refuse, recycling, and organic materials.

Customer / Household / Resident: shall mean all residential households in the SSA, including all single-family, and attached single family residences.

Disposal Unit: as a specifier for materials not placed in provided carts, shall have different meanings, as follows:

A) For the purpose of single-family refuse collection under the sticker program, a "Disposal Unit" shall mean one (1) water-tight metal, or plastic reusable waste container with handles, no larger than thirty-two (32) gallons in capacity or the industry standard of fifty (50) pounds in weight, one (1) plastic or paper bag, box, carton, or other disposable container not to exceed thirty-two (32) gallons in capacity and fifty (50) pounds in weight, containing "refuse" or "Household Construction and Demolition Debris" as herein defined, securely tied or closed in such a fashion so as to prevent the littering, leaking, or scattering of refuse or debris; or one (1) securely tied bundle of refuse or debris which is placed in a container that does not exceed two (2) feet in diameter, four (4) feet in length, and fifty (50) pounds in weight; or one (1) single miscellaneous or odd-shaped item of refuse or debris that does not exceed fifty (50) pounds in weight. A "Large Household Item", as is herein defined in Section 2 is to be considered a disposal unit. "Household Construction and Demolition Debris" as is herein defined in Section 2 is to be considered a Disposal Unit.

B) For the purposes of yard waste collection a "Disposal Unit" shall mean one (1) biodegradable two-ply, fifty (50) pound wet-strength Kraft paper bag designed for yard waste collection not to exceed thirty-three (33) gallons in capacity and fifty (50) pounds in weight, containing "Yard Waste" as herein defined, OR one (1) securely tied bundle of brush or branches using biodegradable cord, string, rope, or twine that does not exceed fifty (50) pounds in weight, two (2) feet in diameter, and four (4) feet in length, and is manageable by one (1) person; neither of which contains branches exceeding three (3) inches in diameter. Christmas trees shall also be considered one (1) disposal unit (unless offered for free in which case there will be no sticker required), and may exceed the dimension and weight limitations herein, and need not be placed in a yard waste bag or have its branches bundled.

Electronics: shall mean electronic items that are banned from the landfill, and which include the following 17 items: Televisions, Monitors, Printers, Computers (Desktop, Laptop, Notebook, & Tablet), Electronic Keyboards, Facsimile Machines, Videocassette Recorders, Portable Digital Music Players, Video Disc Players, Video Game Consoles, Small Scale Servers, Scanners, Electronic Mice, Digital Converter Boxes, Cable Receivers, Satellite Receivers, Digital Video Disc Recorders.

All other electronic equipment or electric items not on the above list, such as small household appliances, microwaves, and vacuums are not banned from the landfill and can be considered material acceptable for the hauler to remove, as defined in "Refuse" below.

Food Scrap: shall mean organic matter such as vegetable scraps, fruit peels, bread, dairy, meat scraps, bones, and other plant matter. In order to assure a clean material stream, it does not include compostable non-food items such as compostable service wear, utensils napkins, paper towels, waxed paper, and paper plates/cups.

Garbage, Refuse, Rubbish, Solid Waste, Trash, and **Waste**: for the purpose of this contract the terms shall be synonymous unless otherwise more specifically defined. See Rubbish for definition.

Household Construction and Demolition Debris or Debris: shall mean waste materials from "do it yourself" interior and exterior household construction, remodeling and repair projects, including, but limited to, drywall, plywood, and paneling pieces, lumber and other building materials, windows and doors, cabinets, carpeting, disassembled bathroom and kitchen fixtures, and small amounts of sod, earth, clay, sand, concrete, rocks, and similar materials. Such debris shall conform to the following: loose small items shall be placed in suitable disposal containers not exceeding fifty (50) pounds in weight, or in bundles not exceeding two (2) feet in diameter, four (4) feet in length, and fifty (50) pounds in weight. Materials not conforming shall be subject to special collection requirements as specified in section 30.

Household Hazardous Waste (HHW): shall mean toxic, hazardous, flammable, radioactive, and bio-hazardous materials such as but not limited to unused medications, automotive batteries, oil paint, insecticide, oil, gasoline, antifreeze, and all materials defined by law and state and federal agencies as toxic or hazardous.

Large Household Items / Bulk Items: shall mean such items as furniture, furnishings, and fixtures.

Organics: shall mean both yard waste and food scrap. See definitions for those terms herein.

Recyclables or Recyclable Materials: shall mean at a minimum newsprint (ONP); aluminum cans, steel cans, empty aerosol cans, paint cans, oversize cans; household size dry cell batteries; glass bottles and jars (flint, amber and green); all P.E.T. (Polyethylene terephthalate) plastic containers; all H.D.P.E. (High density polyethylene) plastic containers (oil containers excluded); all L.D.P.E. (Low density polyethylene) plastic container; P.V.C. or vinyl (polyvinyl chloride); P.P. (Polypropylene) ice cream tubs, margarine tubs; all chipboard (box board); all corrugated cardboard cut into pieces no larger than 3' x 3' (OCC and Kraft paper); coated paper (magazines and catalogs); mixed paper (white ledger, color ledger, computer paper, phone books and junk mail);gable-top cartons (coated milk and juice container); multi-layered juices boxes.

Refuse: shall mean all discarded and unwanted putrescible and non-putrescible household and kitchen scraps, including, but not limited to, food, food residues (unless otherwise diverted through a food scrap composting program), and materials necessarily used for packaging, storing, preparing, and consuming same, usually defined as "Garbage"; and all combustible and non-combustible waste materials resulting from the usual routing of domestic housekeeping, including, but not limited to, non-recyclable plastics; solid (dried) latex paint; cold ashes; including "Household Construction and Demolition Debris or Debris"; "Large Household Items"; "White Goods"; other "Electronics" and small household appliances that are not banned from landfills; and textiles. Refuse does not include any "Household Hazardous Waste (HHW)", liquid latex paint, tires, or other items banned from landfills.

White Goods: shall mean large household appliances like washing machines, dish washers, dryers, refrigerators, and other electric devices, like air conditioners and microwaves, (excluding the 17 banned electronic items listed under "Electronics" above) which have traditionally been collected curbside and recycled as scrap metal, with all Freon containing devices being properly processed before scrapping.

Yard Waste: (also known as "Landscape waste") shall mean grass clippings, leaves, branches and brush, other yard and garden trimmings, vines, garden plants and flowers, weeds, tree droppings (for example, pines cones and crab apples), and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines trees, and gardens. Christmas trees shall also be considered yard waste. Sod and greenery from wreaths and garlands shall not be considered yard waste and shall be disposed of as refuse unless the composting facility will accept it.

IV. SCOPE OF WORK

1. GENERAL REQUIREMENTS

The Contractor shall be responsible for (**a**) all services required herein to be performed, and shall provide and furnish all labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services, (**b**) landfill, recycling, and compost facility space required to perform and complete the collection and disposal of refuse, recycling, and organics from every residence within the corporate limits of the Special Service Area boundaries of Mill Creek for the duration of this contract, except as limited herein, and (**c**) arrangements with refuse, recyclables, and organics processors required in order to perform and complete the collection and marketing of recyclables, all in strict accordance with this contract. Such services shall be performed within the corporate limits of Mill Creek and any territory hereinafter annexed thereto, all in strict accordance with this contract.

The collection of refuse, recyclables, and organics shall operate as one program and cannot be operated as separate programs.

The Contractor shall additionally be responsible for the collection of large household items, household construction and demolition debris, and other materials as specified in SOW III. 2. Definition of Refuse.

The contractor may, at its option, contract separately with non-residential businesses, institutions, and agencies for collection service outside the scope of this contract, subject to all County codes and ordinances governing private refuse collectors generally within Mill Creek, provided that such operations shall not interfere with the satisfactory carrying out of the work under this contract. Any contracts between the Contractor and such businesses, institutions and agencies shall provide a covenant that said contract shall not interfere with the terms and conditions set forth under this contract.

2. COMPLIANCE WITH APPLICABLE LAWS, ORDINANCES AND REGULATIONS

The Contractor shall comply with all applicable Federal, State and Local laws, ordinances, rules and regulation including but not limited to those governing the collection, disposal and processing of refuse, recyclables, and organics during the term of this contract.

The Contractor shall be licensed as required by the Kane County Code (Chapter 11, Article 4), and comply with all requirements therein. The ordinance requires that haulers operating in the county be licensed by the county and report annual weight data on all materials collected. It further requires haulers to provide recycling service to all clients served with trash service, including municipal residential, commercial, institutional, industrial and multi-family residential accounts.

3. TAXES, LICENSES, PERMITS, AND CERTIFICATES

The Contractor shall pay all sales, use, property, income and other taxes that are lawfully assessed against Mill Creek or the Contractor in connection with the Contractor's facilities and the work included in this contract. By law, Mill Creek is exempt from paying Federal Excise Tax, State and Local Retailer's Occupation Tax, State and Local Service Occupation Tax and Service Use Tax. Mill Creek's sales tax exemption number is E9996-0850-03.

The Contractor shall secure, at its own expense, all necessary permits, licenses and certificates of authority required to complete the work, and shall comply with all requirements of such permits, licenses and certificates of authority to operate. The Contractor shall keep and maintain all such licenses, permits and certificates of authority in full force and effect throughout the term of this contract.

4. PERFORMANCE BOND

Prior to commencement of service hereunder, Contractor shall provide Mill Creek with a performance bond or letter of credit in the amount of One Hundred Thousand dollars ($100,000.00), which shall be maintained in full force and effect throughout the term of this contract in the Contractor's expense. Said bond shall be executed by and with a surety company acceptable to Mill Creek and Kane County and any such bond or letter of credit shall be subject to approvals as to form and content by Mill Creek's Attorney.

The Contractor shall furnish the performance bond or letter of credit in exceptionable form simultaneously with the executed contract. At the discretion of Mill Creek and Kane County, failure to furnish the required bond or letter of credit within the time specified may be cause for rejection of the proposal and award of the contract to another Contractor.

5. BILLING AND PAYMENT

The Contractor shall bill the resident directly for all services and be responsible for collection on all accounts. The Contractor is responsible for any losses due to failure of residents to pay for services. Bills sent by the Contractor to the residents shall be accurate, clear, and itemized for each charge imposed on the resident. Bills shall be based on monthly rates but shall be issued to customers at least every three months. Mill Creek will have no responsibility for billing or collection of any charges from residents.

6. FRANCHISE FEE

To offset the administrative and management costs borne by the County, the Contractor shall provide the County of Kane, Department of Environmental and Water Resources, with an annual franchise fee of $10,000.00 for the initial year of the contract, with a 2% increase annually for the length of the contract. Payments shall be due annually within 60 days of invoice.

7. COUNTY HOUSEHOLD HAZARDOUS WASTE FEE

Contractor shall pay an annual fee equal to $3.00 per household to Mill Creek for the purpose of partially funding Kane County programs to provide household hazardous waste, electronic equipment recycling, and other services to County residents. The fee shall be paid no later than March 31st of each contract year and shall be based on the number of households to which refuse service is being provided on January 1st of each contract year.

The invoice shall be issued by and the check (payable to Kane County Treasurer) be sent to the Kane County Recycling Coordinator.

8. GENERAL PROGRAM REQUIREMENTS

All Households located within Mill Creek's boundaries shall be provided with weekly curbside collection and disposal of all refuse, recycling, organics, bulk items, and household construction and demolition debris, according to the three models outlined below (See Sections 29-31).

Weekly organics collection shall begin each year on April 1 and end on December 15 of that same year. Christmas trees shall be collected for a period of two (2) weeks in January. This two (2) week time frame is to be mutually agreed upon between the Contractor and Mill Creek.

The Contractor will be required to collect only properly prepared disposal units which have a waste disposal sticker attached, as applicable. Residents will be allowed to place unlimited amounts of disposal units at the curb for collection and disposal with a waste disposal sticker attached to each unit, as applicable.

Recyclable materials set out for collection will not require a waste disposal sticker to be attached and will be collected, processed and marketed by the Contractor. Residents may place unlimited amounts of acceptable recyclable materials at the curb for collection by the Contractor.

The Contractor shall include a Program Narrative section in their bid submission that outlines such things as Statement of Qualifications, Operational Approach, Customer Service Performance, Transition Plan/Schedule of Implementation, Green/ Sustainability Efforts and Accomplishments, and any other notes on services offered.

Dates relevant to Transition are as follows:

10/12/21	Kane County Board - contract approval
10/13/21	Routing of Contract & begin planning transition
11/01/21	All in place to begin service this week

9. SERVICE OPTIONS

The following three options will be offered in tandem. It is a menu of choices for each resident to choose from. We can promote the carts while still offering the stickers. The intent is to provide like-services to what they have currently. The menu will allow us to promote and market the 2-cart and 3-cart programs, which lend themselves to automated collection. Prior to transition, the Kane County Recycling Coordinator will work with the contractor to prepare clear and simple outreach materials to residents explaining the menu of services.

a) Sticker Program Design (OPTION 1)

This option will utilize single dual-purpose disposal stickers, used for both refuse and/or yard waste, which residents shall purchase from the Contractor or its designated retailers. The trash receptacles and yard waste bags are provided by the resident in this model. The 65-gallon recycling carts, preferably blue in color (provided by the contractor to each resident) do not need a sticker.

All Households shall be required to prepare all materials for collection and/or disposal into proper Disposal Units. Residents of each Household will be required to attach one waste collection sticker to each Disposal Unit for specified items.

The Contractor shall be responsible for sticker design, distribution and receipt, as well as any bookkeeping and billing procedures associated with this service. See below specifications, Section 18.

There are currently 650 residents using this service level (Option #1).

Dual-purpose stickers shall serve for both refuse and yard waste. Historical data provided below.

Total number of stickers sold in the last five years:
2016 – 55,500
2017 – 50,500
2018 – 52,000
2019 – 50,500
2020 – 50,780 (includes new mail orders)

b) Flat Rate Cart + Sticker Program Design (OPTION 2)

Flat rate program – Refuse and Recycling carts will be provided for a flat monthly fee. Refuse carts, preferably black, brown, or gray in color, to be available for resident's choice in the following standard sizes (35, 65, 95 gal) in case the default size does not work for them. The default size for recycling carts, preferably blue in color, is 65-gallon, but the other standard sizes will be made available to residents for no added cost by request.

Yard waste has a separate additional cost: stickers (as priced above) may be utilized with brown bags and bundles OR organics carts, preferably green in color, may be rented for additional fee (as priced above), though in this situation the Contractor will encourage residents to step up into the Full rate Full Service program (option #3).

The Contractor shall be responsible for the purchase and distribution of all carts, and any bookkeeping and billing procedures associated with this service. The contractor shall be responsible for directly billing residents.

Currently there are 1246 homes utilizing trash carts in addition to the recycling carts, and still using stickers and Kraft bags for yard waste (Option #2).

c) Flat Rate Full Service Three Cart Program Design (OPTION 3)

Full Service Flat Rate program – Three carts for refuse, recycling, and organics will be provided for a flat monthly fee, according to the default sizes specified above. Refuse carts, preferably black, brown, or gray in color, to be available for resident's choice in the following standard sizes (35, 65, 95 gal) in case the default size does not work for them. The default size for recycling carts, preferably blue in color, is 65-gallon, but the other standard sizes will be made available to residents for no added cost by request. Organics carts, preferably green in color, to be available for resident's choice in the following standard sizes (35, 65, 95 gal) in case the default size does not work for them.

The Contractor shall be responsible for the purchase and distribution of all carts, and any bookkeeping and billing procedures associated with this service. The contractor shall be responsible for directly billing residents.

Currently there are 383 homes subscribing to the Full Service Flat Rate service program, three carts and no stickers (Option #3).

10. ADDITIONAL POTENTIAL SERVICE AREA - BLACKBERRY TOWNSHIP

Blackberry Township is considering a potential referendum in the future, that would seek to provide for a franchise contract for waste and recycling services to unincorporated township residents. The Mill Creek SSA is largely within the Blackberry Township boundary. Should such future referendum be passed, the potential may exist to expand this contract by Rider to include the unincorporated Blackberry Township residents that are not in the Mill Creek SSA. Bidders should consider this and may comment on this additional potential service option in the narrative of your bid.

11. FOOD SCRAP COLLECTION

It is the intent of the Kane County Recycling Coordinator, in accordance with the Kane County Solid Waste Plan, to promote Food Scrap diversion in Kane County. Food scrap shall be included with yard waste in the Organics carts or in the Kraft bags, in a "ride-along model" program, and shall be delivered to a transfer station or composting facility that can receive mixed organic waste. Specifications for this program may be modified jointly between the Contractor and the Recycling Coordinator.

Contractor shall include commentary in the Program Narrative section of the bid that addresses this service, including what materials will and will not be accepted and your company's ability to carry out such a program. If there is an additional fee included in the pricing for the addition of food scrap in a ride-along model, clearly specify what that increase in cost might be.

12. PROPER PROCESSING AND DISPOSAL

a) General Requirements for processing or disposal

The Contractor shall at all times use disposal methods that are in compliance with all Federal, State, County and Local laws, ordinances, and regulations, including, but not limited to, the ordinances of Mill Creek.

The Contractor shall be responsible for all collection and transportation costs necessary to bring refuse and organics to a disposal site, and shall be responsible for the payment of all tipping fees for refuse and organics. The term "disposal" shall have different meanings.

For refuse, it shall mean landfilling; for organics, it shall mean composting or an equivalent agronomic application. The term "disposal" shall not include "processing" of recyclables. The Contractor shall be responsible for all collection and transportation costs necessary to bring recyclable to a processing site, and shall be responsible for all processing costs as further specified in this section.

All refuse, recyclables, and organics shall be removed from Mill Creek as soon as the materials are collected, but in any event no later than 7:00 p.m. on the date of collection. The refuse and organics shall be disposed of, and the recyclables taken for processing.

Each disposal sticker shall entitle a household to the following pickup services:

(1) One (1) 32 gallon garbage bag or can; or
(2) One (1) 30 gallon biodegradable paper yard waste bag; or
(3) One (1) bulk item (sofa, mattress, etc.); or
(4) One (1) 50 pound tied bundle of household waste which does not fit within the three (3) previous categories.

Additionally, "White Goods" (as described by state law and Section 21 of this document), shall continue to be collected by the Contractor for one (1) disposal sticker per item, or as an added-value service if so specified.

b) Organics Requirements

Throughout the term of this contract, the Contractor shall own, co-own, rent lease, control or otherwise have access to a properly licensed and permitted compost facility of sufficient capacity for the disposal of organics, including yard waste and food scraps. The Contractor shall be solely responsible for compliance with all Federal, State, County, and Local laws, ordinances and regulations governing the disposal of organics at such a composting facility.

The Contractor shall furnish the name and location of the composting facility intended to be used during the term of this contract. Upon request of Mill Creek, proof that such facility complies with all laws and regulations governing such facilities shall be furnished to Mill Creek. Mill Creek reserves the right to visit and inspect such facilities with reasonable notice. This shall not preclude the Contractor from changing the disposal location to a reasonable alternative site, but the Contractor shall notify Mill Creek of any changes. Upon request of Mill Creek, the Contractor shall furnish evidence of arrangements assuring availability of adequate composting facility capacity for disposal of organics collected under this contract.

Disposal of organics in a landfill or incinerator by the Contractor is not acceptable under any circumstance.

c) Recyclables Requirements

Recyclables must be properly prepared and sorted by each household to insure collection.

Throughout the terms of this contract, the Contractor shall own, co-own, control, or have access to a suitable storage/processing facility for the purpose of sorting and preparing the collected recyclable materials to be marketed and sold, or the Contractor shall transport each recyclable material collect to either a processor(s) or broker(s) experienced in processing and marketing recyclables, or to a market itself. The name and location of the facility(s) of the Contractor, or its processor(s) or broker(s), or market(s), shall be furnished to Mill Creek.

Mill Creek shall have the right to visit and inspect the storage, processing, broker and market locations during regular business hours with reasonable notice. The Contractor shall not be locked into taking the recyclables solely to the processor, broker, or market listed for each material collected. It is Mill Creek's intent to have assurance from the Contractor that markets are available for the recyclables collected.

The Contractor shall be responsible for payment of all necessary processing costs for recyclables. Processing costs are defined to include, but are not limited to: any sorting, removal of contaminants and waste residues, intermediate storage or consolidation, transfer, crushing and/or baling costs, as well as necessary supplies therefore as may apply prior to the passing of title to the recyclables to another party for recycling.

The Contractor shall retain 100% of the proceeds from the sale of recyclable material. As a condition of retaining 100% of the proceeds, the Contractor shall bear sole responsibility for the risk of changing market values, including negative values, of recyclable material. It is the intent of this contract that recyclables shall be recycled, and not landfilled or incinerated.

Disposal of recyclables in a landfill or incinerator by the Contractor is not acceptable under any circumstance.

d) White Goods

The Contractor shall have a plan for the separate collection and proper recycling of White Goods collected in compliance with all State and Federal legislation. The cost of collection and recycling, including items containing CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, and other hazardous components shall be at the rate specified in the pricing grid above.

13. STATE DISPOSAL LEGISLATION; WHITE GOODS; TIRES; MOTOR OIL; ELECTRONICS

The Contractor acknowledges and has been notified of landfill bans imposed by the Illinois EPA, for "White Goods" effective July 12, 1993 and "Tires" effective July 1, 1994; "motor oil" effective July 1, 1996 and "Electronics" effective January 1st, 2012, and the updated "Consumer Electronics Recycling Act" effective January 1st, 2019. The Contractor shall be responsible for its compliance with this legislation. White goods will be collected weekly as specified in this contract. Electronic equipment and electric appliances not covered under the legislation (see SOW III.2. Definitions) will also be collected with refuse by the contractor. Tires and Motor Oil will be the responsibility of the resident to dispose of at drop-off locations throughout the county.

14. PUBLIC EDUCATION

Once each year of the contract term, the Contractor shall provide Mill Creek residents with distribution of educational materials, to be designed in partnership with the Kane County Recycling Coordinator on behalf of Mill Creek, and printed and delivered by the Contractor.

Educational materials shall include, but are not limited to:

- Notices left at the resident's property, or tags left on carts, clearly explaining the reason(s) services (refuse, organics or recycling collection) were not provided and what actions, if any, can be taken by the resident in the future to insure collection of the materials.
- Mailers/Brochures explaining the different service level options, service schedule, guidelines for proper recycling, and other information pertinent to the curbside program.
- Mailers/Brochures that promote organics management, including yard waste plus food scrap guidelines of what can and cannot go in the carts (or Kraft bags) for composting, and the use of organics program for the disposal of leaves and other seasonal landscape yard waste.
- Samples of existing educational material may be provided in the bid packet (optional).

15. COLLECTION FROM MILL CREEK FACILITIES

The Contractor shall provide, at no additional cost to Mill Creek, refuse, recyclable, and organic materials collection to all public facilities, including the furnishing of all needed containers.

Mill Creek currently requires the following location to be serviced as specified:

(a) Mill Creek Water Reclamation District, 39W889 Wellington Way, Geneva, IL 60134. One (1), six (6) yard container serviced once per week for refuse.

Mill Creek reserves the right to add up to two (2) other office locations, to increase, or decrease, the size of said containers. The County will notify Contractor of such requirements 30 days prior to start date.

16. SPECIAL PICKUPS

Any resident wanting to dispose of large quantities of refuse, organics, items banned from the landfill as outlined in Section 22, and/or construction debris shall have the ability to obtain competitive prices for such services from local contractors and select any contractor they desire to perform such services. The resident will be responsible for the payment of said services. The decision of any Mill Creek resident to hire a private contractor for special pick-ups shall have no effect on the terms of this contract.

17. DATA COLLECTION AND REPORTING

The Contractor shall collect and maintain accurate data, records, and receipts, and shall report to Mill Creek, at least quarterly, pertinent data of the refuse, recyclables, and organics collection program, including, but not limited to:

a) Total weight of each refuse, recycling, and organics collected per month

b) Number of residents subscribing to each service level per month

c) An educated estimate on the percentage of Food Waste to Yard Waste of the total weight of Organics per month

d) Number of items and weight of white goods collected per month

e) Number of disposal stickers sold per month

Mill Creek reserves the right to request any or all of the above data by route. For the purposes of this subsection, a route shall mean each separate collection day.

With reasonable notice, the Contractor shall permit Mill Creek or its authorized designees to inspect and examine all records during regular business hours pertaining to the collection, transportation, disposal, and processing of all refuse, recyclables, and organics which occurs under this contract.

Annual report containing the above information shall be delivered to Mill Creek by the Contractor no later than 15 days after the close of the contract year. At the request of Mill Creek, reports shall follow a format prescribed by Mill Creek.

The Contractor shall also provide such additional data, information, or statistical material concerning refuse, recyclables, and organics collection as may be reasonably requested by Mill Creek from time to time.

Mill Creek reserves the right to inspect portions of or routes and/or portions of routes prior to service approximately every six months and will expect the Contractor to service the designated area of the route after 8:30 a.m. for a consecutive four (4) week period.

The data shall be used for purposes including, but not limited to, publicizing statistics to resident; and documentation of amounts of Mill Creek waste generation, diversion, and recycling or other reporting requirements as may be required by the State of Illinois or other agencies during the term of this contract.

All reports, data, and information, once supplied to Mill Creek, shall become property of Mill Creek.

18. CARTS

Refuse carts, preferably black, brown, or gray in color, to be available for resident's choice in the following standard sizes (35, 65, 95 gal) in case the default size does not work for them.

The default size for recycling carts, preferably blue in color, is 65-gallon, but the other standard sizes will be made available to residents for no added cost by request. Mill Creek residents currently have 65-gallon recycling carts that were provided to residents by the current contractor. Mill Creek retains ownership of the curbside recycling containers throughout the term of this contract. The carts are returned to the contractor at the end of the contract period.

Carts are to be provided to each household by the Contractor during the changeover period, so as to provide a smooth transition without a gap in service. Organics carts, preferably green in color, to be available for resident's choice in the following standard sizes (35, 65, 95 gal) in case the default size does not work for them.

The Contractor shall be responsible for the purchase and distribution of additional containers to newly constructed households located within the Mill Creek boundaries. The Contractor shall also provide, at no charge, replacements for carts which are too damaged to provide their intended function.

In the case that there are any service charges and/or deposits associated with cart service charged to the resident by the contractor, they shall remain in effect and may not be raised during the term of this contract.

19. STICKER SPECIFICATIONS

a) Design and Accountability

Mill Creek reserves the right to approve the form, design and working of the disposal stickers before their fabrication. Disposal stickers shall be produced on paper and have an elongated rectangular form with minimum dimension of 19 centimeters in length and 4 centimeters in width. The front of the disposal sticker shall be bright, neon colored background and bear the Contractor's name and phone number. In addition, the front of the sticker shall have the word "address" with a space for residents to write their address if they so desire, and shall also have the date this contract expires listed as an expiration date.

The back of the sticker shall list instructions for proper use of the stickers as well as other information pertinent to the program.

The Contractor is responsible for all accounting of stickers. Mill Creek recommends the use of serial numbers to aid in accounting and deter counterfeiting. Mill Creek shall not be held liable for any counterfeiting of stickers that may occur.

Stickers shall have a good pressure sensitive adhesive which will adhere to disposal unit containers in all weather conditions.

b) Disposal Sticker Distribution

The Contractor shall be responsible for the printing, distribution and sale of an ample supply of waste disposal stickers. Residents shall have the right to purchase stickers in as small a quantity as one (1) sticker at a time. The Contractor shall arrange for at least nine (4) local retail outlets to aid in the sale of the disposal stickers, and shall implement a mail order program for the stickers (both online and phone orders).

Current outlets:

Millcreek Market
Meijer, St Charles
Jewel, St Charles on Kirk
Jewel, St Charles on Prairie
Over-the-phone mail orders

The Contractor may establish the manner in which retailers shall pay for waste disposal stickers furnished; provided the Contractor shall not charge retailers or Mill Creek for storage, handling, delivery, or any other services associated with the distribution of waste stickers. The Contractor shall have the right to cease supplying stickers to any retailer that repeatedly allows its sticker inventory to run out. Retailers will be required to pay the Contractor for any previous order to disposal stickers before additional sticker orders are filled except in the cases where the retailer works on a thirty (30) day billing cycle. The Contractor shall have the right to cease supplying stickers to any retailer that becomes more than thirty (30) days in arrears in making payments on its account with the Contractor. The contractor shall notify Mill Creek of the names of retailers to which the supply of stickers has been suspended as soon as this suspension occurs.

c) Honoring All Stickers

The Contractor shall agree to honor all disposal stickers purchased by residents throughout the term of this contract, regardless of the price at which the disposal stickers were purchased.

The Contractor shall provide the same level of service for previously purchased disposal stickers as provided for disposal stickers sold at an adjusted sale price. For this reason stickers shall be produced without a price on them.

For thirty (30) days following the termination of the contract all unused stickers may be returned by residents to the Contractor for full reimbursement.

d) Sticker Handling Fees and/or Mill Creek Service Charges

Mill Creek reserves the right to allow retailers to charge a handling fee to prevent loss of revenue from credit card purchases. This mark-up will be limited to 2% above the Contractors quoted waste sticker price. Such a handling fee shall be added only at the retail level by the retailer and shall be retained by the retailer.

Mill Creek reserves the right to add a fixed administrative surcharge to all Contractors quoted waste sticker prices. Monies from this surcharge shall be used to defray the expenses incurred by Mill Creek for administering this contract. Should Mill Creek add an administrative surcharge to the disposal sticker sale price, the Contractor shall submit a monthly accounting of total sticker sales and remit a check to Mill Creek equal to the amount of the administrative surcharge multiplied by the monthly accounting of total sticker sales. Such a report and remittance shall be due no later than fifteen (15) days after the close of the month. Mill Creek reserves the right to change the amount of the surcharge and shall notify the Contractor at least sixty (60) days prior to a scheduled waste sticker price adjustment of a new administrative surcharge.

20. DAY(S) OF COLLECTION

Mill Creek shall be one (1) geographic sector for collection with each sector to receive all collection services on the same day. The current service is provided Wednesdays for all materials: refuse, recycling, and organics. All services shall continue to be offered at least once per week, Monday through Friday, to any household within Mill Creek's boundaries.

Contractor may request Mill Creek to rearrange collection sectors in order to more evenly distribute the number of household served on a given day.

Rearrangement of collection sector must be agreed in writing. It shall be the Contractor's responsibility to design, print and distribute a written letter to each household affected by any rearrangement of collection explaining the reason for the change and the date in which the change in service will take place. The letter shall be distributed by the Contractor at least two (2) weeks prior to the date of service change. The letter and its distribution method are subject to Mill Creek's approval.

The Contractor shall notify Mill Creek in writing at least 60 days prior to the anticipated date of any subsequent collection schedule changes and shall include a detailed explanation of why the arrangement is necessary and in what specific areas rearrangement of collection days is desired.

If arrangement of the existing service sector takes place, the Contractor's responsibilities as to notification to effected households remains the same as described above. The said letter and its distribution method are to remain subject to Mill Creek's approval.

21. HOLIDAYS

For the purposes of this contract, the following holidays shall be deemed official holidays:

New Year's Day
Memorial Day (fourth Monday in May)
Independence Day
Labor Day (first Monday in September)
Thanksgiving Day (fourth Thursday in November)
Christmas Day

Should any of the aforementioned holidays occur on a regularly schedule collection day, the collection for said day shall be rescheduled to the next day, and all subsequent collection days following the holiday shall occur one day behind schedule until the beginning of the next full work week.

The Contractor shall give notice to Mill Creek of any rescheduling of collections due to a holiday, so that Mill Creek can post notice on its webpage and in Mill Creek Neighbors Social media avenues.

The Contractor shall give notice by local newspaper publication of the rescheduling of collections due to a holiday to both the newspapers, which serve Mill Creek **(The Geneva Republican and Kane County Chronicle)**. This notice shall be forwarded to the newspaper at least two (2) weeks prior to the holiday in the form of a public service announcement and shall include; the date and time the rescheduled collection(s) will occur, and the date and time the normal collection will resume.

22. HOURS AND STANDARDS OF COLLECTION

The Contractor shall not commence work before 6:30 a.m., and shall cease collection by 7:00 p.m. The Contractor shall furnish sufficient numbers of vehicles and personnel to accomplish the work within this period, irrespective of adverse conditions, breakdowns, or

similar hindrances. The Contractor's crews shall endeavor to work with as little noise, disturbance, and disruption to residents as possible.

The Contractor shall be responsible to collect all refuse, recyclables, and organics from the curbside. All such waste materials shall be prepared as specified in section 2 above. The Contractor shall not be responsible for collection of items that are not properly prepared. Residents are also responsible for placing disposal units close to the curb (or in those areas without curbs, placing them in an equivalent position), so that they are easily accessible to the Contractor. Mill Creek agrees to enact and reasonably enforce such ordinances as are necessary to achieve compliance by its residents with such requirements.

The Contractor shall return all containers at each stop to the general location at which they were found, except that bins shall not be placed in the middle of driveways, in driveway aprons or near the curb in such a manner as to risk their falling into the street or being hit by a vehicle.

The Contractor shall handle all containers with reasonable care to avoid damage and spillage. Any contents spilled or items broken by collection crews onto parkways, premises, curb-and-gutters or streets shall be immediately cleaned up in a good workmanlike manner. In order to clean up, a broom and shovel shall be required on each vehicle. The Contractor shall not be responsible for collection or cleaning up refuse, recyclables or organics litter that has blown, fallen, leaked or scattered from bags, cans, bins or other containers through no fault of the collection crew.

23. MISSED PICKUPS AND COMPLAINTS

The Contractor shall promptly investigate and courteously resolve all complaints of missed pickups, and shall arrange for collection of missed pickups found to be valid within twenty-four (24) hours after a complaint or notification is received. In the event this occurs on a day preceding a holiday or weekend, the complaint shall be serviced on the next working day. The Contractor and Mill Creek agree to jointly establish reasonable administrative regulation for the investigation and resolution of alleged missed pick-ups.

In the event of valid complaints for other incident, including, but not limited to, breakage of glass during collection or recyclables; items or refuse, recyclables and/or organics dropped during collection; and the like are not cleaned up by the collection crew, the Contractor shall promptly arrange for cleanup within twenty-four (24) hours after a complaint or notification is received.

The Contractor shall maintain a daily log of complaints received. The complaint record shall be forwarded via email upon incident for inspection by Mill Creek.

24. VEHICLES

The Contractor shall furnish a complete list of vehicles to be used in servicing this contract as required by Mill Creek. Mill Creek reserves the right to request descriptive literature or specification sheets for each type of vehicle listed as it deems necessary to properly administer specifications of this contract. Upon request of Mill Creek, the Contractor shall demonstrate the collection equipment is suitable for the materials to be collected.

The Contractor shall notify Mill Creek if there is any change in the number of vehicles being used or if there are any modifications effecting the volume or compaction ratio of vehicles being utilized. All vehicles shall be maintained in good working order and appearance, free of rust, and shall be clean at the start of each collection day. No vehicle shall be operated on Mill Creek streets which leaks any fluids from the engine or compaction mechanism. In the event that any vehicle is not properly operable, a substitute vehicle shall immediately be provided that complies with the terms herein. All vehicles shall display the name of the Contractor, a local phone number, and a vehicle identification number that is clearly visible on both sides.

All vehicles shall be fully enclosed, leak-proof, and operated in such a way that no refuse, recyclables, or organics leaks, spills or blows off the vehicles. Should any refuse, recyclables, or organics leak, spill or blow off a vehicle due to the vehicle operator's failure to properly monitor the load or to close opening, or due to failure of any mechanism, the Contractor shall be responsible for collecting or cleaning up such litter or fluids. If such litter or fluids are not cleaned up after notice (verbal or written) from Mill Creek, Mill Creek may clean up same, and Mill Creek may bill the cost to the Contractor for services rendered. Drain plugs, if available, shall be kept closed except during collections in rainy weather. All vehicles shall be make available for inspection during regular business hours at the request of Mill Creek.

Refuse, recyclables, and organics, as such terms are defined herein, shall each be collected in separate vehicles and shall not be commingled.

25. TITLE TO REFUSE, RECYCLABLES AND ORGANICS

Title to all refuse, recyclables, and organics, as such terms are defined herein, shall pass to the Contractor when the materials are placed in the collection vehicle.

26. NOTIFICATIONS

Official notifications, whenever required for any purpose under contract, shall be emailed in writing, addressed to the County as follows:

County of Kane
Mill Creek Special Service Area
Executive Director of Bldg., Mgmt.
37W699 IL Route 38
St Charles, IL 60175-1569

Cc: County of Kane
Mill Creek Special Service Area (Coordinator)
39W250 Herrington Blvd, Suite R1
Geneva, Illinois 60134

Cc: County of Kane
Recycling Program Coordinator
Environmental Resources
719 S. Batavia Avenue
Geneva, IL 60134
recycle@countyofkane.org

If to the Contractor:

Any party may change the address to which notices for such party may be sent by furnishing written notice to the other party.

All Notifications shall be emailed to contacts listed in delivered in person or sent by first-class mail, with sufficient postage fully prepaid, or certified or registered/return receipt requested mail with sufficient postage or certification or registry fees fully prepaid. Notice delivered personally shall be deemed received upon delivery. Notice delivered by mail shall be deemed to have been given as of the date of the U.S.P.S. postmark.

27. INDEPENDENT CONTRACTOR

The Contractor shall be deemed to be an independent contractor, solely responsible for the control and payment of its employees and compliance with all applicable Federal, State and Local laws.

28. NON-ASSIGNMENT

The Contractor shall not assign or subcontract this contract or the work hereunder, or any part thereof, to any other person, firm or corporation without prior written consent of Mill Creek, but the Contractor may perform its obligations hereunder through its subsidiaries or divisions, if an assignment is authorized by Mill Creek.

29. ACCIDENT PREVENTION AND NOTIFICATION

The Contractor shall be responsible for initiation, maintaining, and supervising all safety precautions and programs in connection with the work of this contract. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, regulations and building codes shall be observed, including safeguards on machinery and equipment, the elimination of hazards, and worker safety training.

In the event of accidents of any kind which involve the general public and/or private or public property in Mill Creek, the Contractor shall immediately notify Mill Creek. Upon request of Mill Creek, the Contractor shall provide such accounting of details and/or copy of written accident reports as Mill Creek may require.

30. DAMAGE

The Contractor shall take all necessary precaution for the protection of public or private property. The Contractor shall be responsible for damages on or to public or private property resulting from careless or negligent operation of vehicles or handling of any receptacle. All property which suffers damage (reasonable wear-and-tear excepted) caused by the Contractor, including, but not limited to waste receptacles, sod, mailboxes, or recycling bins, shall be repaired or replaced as soon as possible to equivalent quality at the time of the damage, and at no extra charge to the property owner.

If the Contractor fails to do so within a reasonable period of time, Mill Creek may, after the expiration of a period of forty-eight (48) hours after giving the Contractor notice in writing, proceed to repair or replace such property as may be deemed necessary at the Contractor's expense. Contractor agrees to pay for said expenses within ten (10) days of receipt of said invoice.

31. EMPLOYEES AND CONDUCT

The Contractor shall undertake to perform all collection and disposal services rendered hereunder in a neat, orderly and efficient manner; to use care and diligence in the performance of this contract; and to provide courteous and knowledgeable personnel in its customer service office.

The Contractor shall prohibit any consumption of alcoholic beverages or use of any controlled substances, except by a doctor's prescription, by its drivers and crew members while on duty, or in the course of performing their duties under this contract.

In the event that any of the Contractor's employees is deemed by Mill Creek to be unfit or unsuitable to perform the services under this contract as a result of intoxication, drug use or by virtue of abusive or obnoxious behavior, the, upon formal written request of Mill Creek, the Contractor shall remove such employee from work within Mill Creek and furnish a suitable and competent replacement employee.

The Contractor's drivers and crew members shall be attired at all times in a neat and professional manner. All permanent collection employees shall be required to wear a work uniform. Said uniform shall include a shirt or jacket which clearly indicates that the employee is employed by the Contractor. Mill Creek has the right to require or define what shall be considered suitable work clothes for collection employees.

All vehicle operators shall carry valid Illinois state driver's licenses for the class vehicle operated. Vehicle operators shall obey all traffic regulations, including weight and speed limits.

32. NON-PERFORMANCE OF SERVICE SCHEDULE

If the Contractor fails to observe the established schedule of service for more than two (2) consecutive working days, Mill Creek reserves the right to determine if there has been sufficient cause to justify non-observance of the service schedule. If, in Mill Creek's judgment, sufficient cause has not been demonstrated, then Mill Creek shall service notice either personally or by affixing such notice to the premises of the servicing location of the Contractor stating that this contract shall be deemed in default if the Contractor does not take action to re-establish the schedule within twenty-four (24) hours of said notice. If at the end of the twenty-four (24) hour period the Contractor has not taken corrective action, Mill Creek shall take such steps as are necessary to furnish services according to the collection requirements provided for in this contract. The Contractor shall be liable for any costs incurred by Mill Creek to correct such default. Notwithstanding or foregoing, Mill Creek shall further reserve the right to terminate this contract.

33. SERVICE LOCATIONS AND POINTS OF CONTACT

The Contractor shall establish and maintain an office through which it may be contacted directly, where the public and Mill Creek personnel may telephone or send inquires and complaints, and where the public and Mill Creek personnel may send and receive instruction. The office shall be equipped with sufficient telephones, and shall have a responsible person in charge during collection hours. This service shall be operated between the hours of at least 8:00 a.m. to 4:30 p.m. Monday through Friday, except during holidays as listed in section 14, or as otherwise directed by Mill Creek.

The telephone service shall be a local exchange or a toll-fee exchange. Mill Creek will publicize the contractor's telephone number. In addition, a telephone number by which the Contractor may be reached after regular hours shall be provided to Mill Creek for the use of Mill Creek personnel.

The Contractor shall also take out an advertisement in the next edition of the Ameritech Tri-Cities telephone book to be issued, listing its name, office address, and telephone number.

The Contractor shall identify the locations, telephone number(s), and address(es) of the office, the garage area, and all material processing facilities (including material recovery facilities, organics processing facilities, transfer stations, and landfills), that will be used to service Mill Creek. Mill Creek reserves the right to visit and inspect such facilities with reasonable notice. The contractor shall also notify Mill Creek of its designated contact person(s) for the purposes of obtaining instruction, answering inquires and resolving complaints. Such person(s) shall be available to discuss, and if necessary, meet with Mill Creek personnel to resolve problems.

34. LOCAL IMPROVEMENTS

Mill Creek reserves the right to construct any improvement or to permit any construction in any street, which may have the effect for a time on preventing the Contractor from traveling its accustomed route or routes for collection. The contractor shall, however, by an acceptable method, continue to collect the refuse, recyclables, and organics to the same extent as though no interference existed upon the streets formerly traversed. This shall be done at no extra cost to Mill Creek or resident. Mill Creek agrees to work with the Contractor to resolve any problems due to construction activity.

35. RIGHT TO REQUIRE PERFORMANCE

The failure of Mill Creek at any time to require performance by the Contractor of any specifications in this contract shall in no way affect the right of Mill Creek hereafter to enforce same. Nor shall waiver by Mill Creek of any breach of specifications in this contract be taken or held to be waiver of any succeeding breach of such specifications in this contract, nor be taken or held to be waiver of any specification itself.

36. CHANGE IN SERVICE; AMENDMENTS

If Mill Creek should wish to change the type of service provided during the term of this contract, including, but not limited to, type of material collected, method of handling, and/or method of collection, Mill Creek shall have the option to initiate the change in service by serving written notice to the Contractor at its designated place of business at least ninety (90) days prior to the date such service change is contemplated to begin. Both parties agree to negotiate the terms, frequency, and prices of such change in service after such written notice is served. Such modifications shall be contained in written agreement executed by the parties.

37. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses, or subsections contained in this contract shall not affect the validity of the remaining portion of this contract so long as the material purposes of this contract can be determined and effectuated.

38. LAW TO GOVERN AND VENUE

This contract shall be governed by the laws of the State of Illinois, both as to interpretation and performance, and the venue shall be Kane County, Illinois. Any references to laws in this contract shall include such laws as they may be amended or modified from time to time. Every provision of law required by law to be inserted into this contract shall be deemed to be inserted herein.

39. SUCCESSORS AND ASSIGNS

This contract shall be binding upon the parties, their successors, and assigns.

40. CHANGE IN LAW

The rates shall be adjusted based on any changes in law, rule or regulation (whether federal state or local) or any increases in applicable taxes, surcharges and fees (including host community fees) which results in increased costs to the Contractor on the equipment or services provided.

41. FORCE MAJEURE

Neither Contractor nor the County shall be liable for the failure to perform their duties nor for any resulting damage, loss, etc., if such failure is caused by a catastrophe, terrorism, riot, war, strike, fire, accident, act of God, including inclement weather, or other similar or different contingency beyond the reasonable control of Contractor or the County.

V. SPECIAL PROVISIONS

A. Contract Terms:

The contract term shall commence on October 30, 2021 and shall remain in full force and effect through midnight on October 29, 2026, and may be extended for up to an additional five (5) years by written mutual agreement of the parties.

B. 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 a 30 day notice of intent to cancel.

C. Termination for Clause:

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

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

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

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

D. Complaint and Dispute Resolutions:

The contractor and/or his supervision shall meet with the Custodial Supervisor, Facilities Manager, or other County staff as needed to discuss any problems, complaints, needs, service adjustments, and/or mutual areas of concern.

For Kane County, the Contractor shall faithfully perform all work as set forth in these specifications. If the contractor fails to faithfully execute their work in accordance with the contract and/or a dispute arises as to the quality and/or quantity of work completed, Kane County reserves the right to withhold authorization for payment of completed work until such time that performance has been improved upon, or the dispute resolved. In instances where a dispute cannot be resolved by the contractor and the Facilities Manager, or other appointed designate, the dispute may be resolved by Kane County Director of Purchasing.

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

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

In the event of termination by the County upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Contractor for services rendered through such phase shall constitute total payment for services.

In the event of such termination by the County during any phase of the Basic Services, the Contractor will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase.

In the event of any such termination, the Contractor also will be reimbursed for the charges of independent professional associates and contractors employed by the Contractor to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses not in dispute.

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

VI. AWARD

It is the intention of Kane County to make a single award to the most responsive and responsible bidder providing the lowest pricing meeting the specifications and contract requirements. Kane County reserves the right to make multiple awards or adds additional services if it is in the best interest of the County to do so and to compare or accept pricing of all known cooperatives available to local government in Illinois.

VII. RESPONSE INSTRUCTIONS:

One (1) complete original BID response, marked as "**original**" (with all submittal requirements) one (1) complete paper copy, and one (1) PDF electronic copy on CD or Flash Drive shall be returned in a sealed package or envelope bearing the name and address of the respondent and be labeled **"30-021 Mill Creek Refuse Removal & Recycling Service"** Your bid response may be mailed or hand delivered as follows:

COUNTY OF KANE
Purchasing Department, Building (A), 2nd Fl., ***Room 211, 212, or 214***
719 South Batavia Ave., Geneva, IL 60134
Hours: 8:30 a.m. – 4:30 p.m. CST Monday - Friday

ALL QUESTIONS PERTAINING TO THIS BID ARE REQUIRED TO BE DIRECTED TO THE PURCHASING OFFICE AS LISTED ON THE COVER SHEET, NO LATER THAN 2:30 P.M., AUGUST 6, 2021 FAX AND E-MAIL ACCEPTED. FAX questions to (630) 208-5107 or PURCHASING@CO.KANE.IL.US

BIDS MAY NOT BE SUBMITTED ELECTRONICALLY.
LATE BIDS CANNOT BE ACCEPTED!

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/23/2021

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 have ADDITIONAL INSURED provisions or 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
Cottingham & Butler
Michael Saladino
800 Main St.
Dubuque IA 52001

CONTACT NAME:
PHONE (A/C, No, Ext): 563-587-5000 **FAX (A/C, No):** 563-583-7339
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Zurich Insurance Company	40142
INSURER B : Zurich American Insurance Company	16535
INSURER C : Landmark American Insurance Company	33138
INSURER D : Navigators Insurance Company	42307
INSURER E :	
INSURER F :	

INSURED LAKEREC-01
LRS Holdings, LLC
Lakeshore Recycling Systems LLC
Heartland Recycling, LLC
6132 Oakton Street
Morton Grove IL 60053

COVERAGES **CERTIFICATE NUMBER:** 1301121798 **REVISION NUMBER:**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT X LOC OTHER:	Y	Y	GLO0111153-04	12/31/2020	12/31/2021	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BAP0111154-04	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			LHA092534	12/31/2020	12/31/2021	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC0111152-04 WC7550640-03	12/31/2020 12/31/2020	12/31/2021 12/31/2021	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Excess Umbrella			CH20EXCZ03X3BIC	12/31/2020	12/31/2021	Occ/Agg Limit	$5,000,000

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

Additional Named Insureds: Hoving Clean Sweep, LLC and Hoving Pit Stop LLC, K Hoving Recycling & Disposal LLC, Dekalb County Recycling Systems, LLC, Badgerland Disposal, LLC DBA Royal Container Services, LRS of Minnesota LLC, Ecology Solutions, LLC; LRS Portables, LLC dba Jimmy's Johnnys

Excess auto liability - Limit $2,000,000 North American Capacity – Policy #ELX-0000544-01

RE: BID NUMBER: 30-021 MILL CREEK CURBSIDE REFUSE, RECYCLING, AND ORGANICS COLLECTION SERVICES. Contract effective date 10/29/2021.

The certificate holder is additional insured on the General Liability and Auto Liability policy on a primary, non-contributory basis per written contract between the See Attached...

CERTIFICATE HOLDER

County of Kane/Mill Creek SSA
Purchasing Department, Bldg.,
A., Rm # 211, 212, or 214.
719 S. Batavia Avenue
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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AGENCY CUSTOMER ID: LAKEREC-01

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Cottingham & Butler	NAMED INSURED LRS Holdings, LLC Lakeshore Recycling Systems LLC Heartland Recycling, LLC 6132 Oakton Street Morton Grove IL 60053
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

named insured and the certificate holder that requires such a status subject to the terms and conditions of the endorsement attached to the policy. The General Liability, Auto Liability and Workers Compensation policy includes a waiver of subrogation in favor of the certificate holder per written contract between the named insured and the certificate holder that requires such a status subject to the terms and conditions of the endorsement attached to the policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are “insureds” for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.
This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: LAKESHORE RECYCLING SYSTEMS, LLC

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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Each person or organization shown in the Schedule is an “insured” for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

© Insurance Services Office, Inc., 2011

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.
BAP-0111154-04	12/31/2020	12/31/2021	12/31/2020			

This endorsement is issued by the company named in the Declarations. It changes the policy on the effective date listed above at the hour stated in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP code):

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Truckers Coverage Form
Garage Coverage Form
Motor Carrier Coverage Form

SCHEDULE

Name of Person or Organization:

ONLY THOSE PERSONS OR ORGANIZATIONS FOR WHOM YOU ARE REQUIRED TO WAIVE YOUR RIGHTS OF RECOVERY UNDER THE TERMS OF A WRITTEN CONTRACT OR AGREEMENT.

We waive any right of recovery we may have against the designated person or organization shown in the schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated person or organization. The waiver applies only to the designated person or organization shown in the schedule.

Countersigned: _____ Date: _____
Authorized Representative

Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0111153-04	12/31/2020	12/31/2021		37167000	**INCL**	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: LAKESHORE RECYCLING SYSTEMS, LLC

Address (including ZIP Code):

6132 OAKTON STREET

MORTON GROVE, IL 60053

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement**.** 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

2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or 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 activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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C. The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

2. We receive written notice of a claim or "suit" as soon as practicable; and

3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

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Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 0111153-04	12/31/2020	12/31/2021		37167000	$ **INCL**	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT, OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

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INTERGOVERNMENTAL AGREEMENT BETWEEN BLACKBERRY TOWNSHIP AND THE COUNTY OF KANE FOR CURBSIDE WASTE AND RECYCLING COLLECTION SERVICES AND RIDER TO THE OFFER TO CONTRACT (RFP 30-021) WITH LRS HOLDINGS LLC

THIS AGREEMENT is hereby made and entered into as of its signing, by and between LRS Holdings, LLC (hereinafter referred to as the "Service Provider"), BLACKBERRY TOWNSHIP, a civil organized township (hereinafter referred to as the "Township"), and COUNTY OF KANE, ILLINOIS (hereinafter referred to as the "County") (collectively, the Service Provider, the Township, and the County are hereinafter referred to as the "Parties") for provision of curbside collection services for non-hazardous household waste, recycling and organic material (hereinafter referred to as "Curbside Collection") to unincorporated residential addresses within the Township, with Curbside Collection to begin during the week of October 30 - November 5, 2022.

WITNESSETH

WHEREAS, the Township and the County are public agencies within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, the Township and the County are also units of local government within the meaning of Section 10 of Article 7 of the Constitution of the State of Illinois; and

WHEREAS, the Township and the County are authorized to contract among themselves to obtain or share services, or exercise, combine, or transfer any power or function in any manner not prohibited by law (5 ILCS 220/3); and

WHEREAS, the Township and the County are also authorized to specifically contract among themselves for garbage collection (*see* 55 ILCS 5/5-1048; *see also* 60 ILCS 1/210-15); and

WHEREAS, the County administered Bid # 30-021 in accordance with the County Purchasing Ordinance for Curbside Collection within the bounds of the Mill Creek Special Service Area (hereinafter referred to as the "Mill Creek SSA"), with a clause specifically anticipating the future addition of unincorporated Township residences outside of the Mill Creek SSA as part of the Current Operating Contract (as that term is defined below), should such be authorized by Referendum held by the Township; and

WHEREAS, Bid #30-021 was competitively bid, and in the judgement of the Township, complies with the provisions of the Illinois Township Code (60 ILCS 1/85-30); and

WHEREAS, the County holds a service contract (hereinafter referred to as the "Current Operating Contract") covering the period November 1, 2021 to October 31, 2026, with the Service Provider, for Curbside Collection in the Mill Creek SSA; and

WHEREAS, the voters of the Township passed a Referendum to grant the Township authority to consolidate Curbside Collection under the Township Refuse Collection and Disposal Act on June 28, 2022, and the Parties desire to include all of the unincorporated portions of the Township within the service area of the Current Operating Contract as contemplated by Bid #30-021.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Township, the County, and the Service Provider agree as follows:

SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this agreement in their entirety.

SECTION 2. SCOPE OF SERVICES

(A) There is a current operating contract in force at the time of this Agreement between LRS Holdings, LLC, a properly registered and licensed Service Provider, and the County.

(B) The Service Provider agrees to provide services to unincorporated residences in the Township outside of the Mill Creek SSA under the same terms and conditions that are contained in its current operating agreement with the County and hereby amends the current Offer to Contract Form (RFP 30-021) to include services provided to the Township.

(C) The Service Provider conducts year-round curbside collection of non-hazardous household waste and recycling and seasonal collection of organic material, including yard waste and food scraps.

(D) Prior to the first week of service, the Township and Service Provider shall notify the unincorporated Township residents of the different service options described in the current operating contract and the pricing associated with Program Year 2 (beginning November 1, 2022) within that contract. The Service Provider shall communicate a clear deadline and method for residents to select their service option.

(E) During the first week of service and continually thereafter for the duration of the contract, the Service Provider shall provide Curbside Collection to Township residents and invoice those services directly to the recipients according to the service selection made by each resident.

(F) Prior to the first week of service and continually thereafter for the duration of the contract, the Service Provider shall ensure that waste stickers are available at retail venues that are convenient to residents of the Township outside of the Mill Creek SSA.

(G) The Service Provider will track and report Mill Creek SSA and non-SSA addresses separately.

(H) The Service Provider shall pay an annual fee equal to $3.00 per unincorporated Township residence outside of the Mill Creek SSA served for the purpose of partially funding Kane County programs to provide household hazardous waste, electronic equipment recycling, and other services to County residents. The fee shall be paid no later than March 31st of each contract year and shall be based on the number of households to which refuse service is being provided on January 1st of each contract year. The invoice shall be issued by and the check (payable to Kane County Treasurer) be sent to the Kane County Recycling Coordinator.

SECTION 3. CHANGES

The County and the Township may, from time to time, require or request changes in the scope of services to be performed hereunder. Such changes which are mutually agreed upon by and between the Parties shall be incorporated only in written amendments to this Agreement.

SECTION 4. TERMINATION

This Agreement may be terminated in whole or in part in writing by mutual agreement between the County and the Township. Notice shall be given to the Service Provider in accordance with the current operating contract.

SECTION 5. REMEDIES

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between the County and the Township arising out of or relating to this Agreement or the breach thereof shall be resolved in the Circuit Court of Kane County. Each party shall be responsible for its own attorney's fees and costs.

SECTION 6. HOLD HARMLESS

The Service Provider agrees to assume all risk of loss to the Township and the County and to indemnify and hold the Township and the County and its respective officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property because of or arising out of the Service Provider's negligent or intentional acts or omissions, and any other third party claims arising out of this agreement (including third party claims challenging the validity of this agreement).

SECTION 7. SEVERABILITY

The terms of this agreement shall be severable. In the event any of the terms or provisions of this agreement are deemed to be void or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect.

The foregoing constitutes the entire Agreement between the parties, and no verbal statement shall

supersede any of its provisions.

IN WITNESS HEREOF, the parties have caused this Agreement to be signed by their respective duly authorized officers on the dates noted below.

COUNTY OF KANE

By _____
Corinne M. Pierog
Chairman, County Board
Kane County, Illinois

Date: _____

BLACKBERRY TOWNSHIP

By _____
Esther Steel
Supervisor
Blackberry Township, Illinois

Date: 9/22/22

LRS Holdings, LLC

By _____
George Strom
Vice President
LRS Holdings, LLC

Date: 9/19/21

Lisa L. Hodge
Blackberry Township
Kane County, IL
OFFICIAL SEAL

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-357

AUTHORIZING CONTRACT FOR PRISON RAPE ELIMINATION ACT (PREA) RESIDENT REPORTING SERVICES FOR THE JUVENILE JUSTICE CENTER

WHEREAS, Pursuant to Title 28, Part 115 of the Code of Federal Regulations, juvenile detention facilities must comply with the Prison Rape Elimination Act to prevent, detect and respond to all incidents of sexual abuse and harassment in a confinement setting, and shall provide a confidential mechanism for residents to report such incidents to an external agency; and

WHEREAS, Family Service Association of Greater Elgin has met all of the requirements as specified in the request for proposal (RFP 26-043-TK PREA Reporting & Education Services) and have been determined to be the most responsible bidder. Family Service Association of Greater Elgin is the sole local service provider that is able to accommodate the PREA requirement to immediately forward resident reports of sexual abuse and harassment to Juvenile Justice Center officials. Family Service Association of Greater Elgin specializes in working with at-risk children and maintains a crisis response worker on staff 24 hours a day. Family Service Association of Greater Elgin was also the lowest bidder; and

WHEREAS, the Juvenile Justice Center's current agreement with Family Service Association of Greater Elgin to provide PREA reporting services to detained youth expires on August 31, 2026. The Juvenile Justice Center and Family Service Association of Greater Elgin desire to renew our existing agreement at a rate increase of approximately 10%, an increase of One Thousand Six Hundred and Eighty Dollars ($1,680) per year.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that Madam Chair is authorized to sign a three (3) year contract with Family Service Association of Greater Elgin to provide PREA reporting services for detained youth at the Juvenile Justice Center commencing September 1, 2026, through August 31, 2029, at a cost of Eighteen Thousand Four Hundred and Eighty Dollars ($18,480) per year, billed monthly at One Thousand Five Hundred and Forty Dollar ($1,540) per month.

Line Item: 001.430.436.50150
Line Item Description: Contractual/Consulting Services
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? No
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available?
N/A

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Contract for Prison Rape Elimination Act (PREA) Resident Reporting Services for the Juvenile Justice Center

Committee Flow:
Judicial Public Safety Committee, Executive Committee, County Board

Contact:
Lisa Aust, 630.232.5805

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $18,480
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

The Juvenile Justice Center's current agreement with Family Service Association of Greater Elgin to provide PREA reporting services to detained youth expires on August 31, 2026. The Juvenile Justice Center and Family Service Association of Greater Elgin desire to enter into a new three (3) year contract commencing on September 1, 2026, through August 31, 2029, at a cost of Eighteen Thousand Four Hundred and Eighty Dollars ($18,480) per year.

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

July 6, 2026

PROCUREMENT SYNOPSIS

Requesting Department:	Kane County Juvenile Justice Center
Procurement Name:	RFP #26-043-TK – PREA Reporting & Education Services
Recommended Vendor:	Family Service Associations of Greater Elgin

NOTIFICATION AND RESPONSE

Public Notices: ● Bidnet Direct ● The Daily Herald

Advertising Date:	June 8, 2026	Notices sent/Plan holder: 8/20
RFQ Due Date:	June 26, 2026	Proposals Received: 2

PURPOSE

The County of Kane accepts proposals from qualified vendors or professionals with the expertise and resources to provide PREA external reporting and education services to residents housed at the Kane County Juvenile Justice Center (JJC) in St. Charles, IL. This is a three-year (3) service contract with an option for four (4) additional one-year renewal periods if mutually agreed upon by both parties.

A total of two (2) proposal responses were received and evaluated by JJC and the evaluation team according to specifications, scope of services, and contract requirements. They were scored based on the criteria most important to the services needed. The evaluation team determined that Family Service Associations of Greater Elgin, IL, was the most qualified and responsive to the RFP and would provide these services with the highest quality and value.

Selection Criteria: ●Qualification/experience, Capacity of firms (40%) ●Project/Plans, Approach and Offer, Implementation (30%) ●Cost Proposal (20%) ●Client References (10%)

SCORING SUMMARY

VENDORS	TOTAL EVALUATED SCORES
FAMILY SERVICE ASSOCIATIONS OF GREATER ELGIN	***100%***
2K CONSULTING, LLC	63%

Based on qualifications and capabilities, firm background and experience, approach, and proposal compliance, the Kane County Juvenile Justice Center and evaluation team recommend awarding the contract to Family Service Associations of Greater Elgin, pending the Committee's and the full Kane County Board's approval.

Submitted By:
Tim Keovongsak, CPPB
Director of Purchasing

cc: JJC
Bid File

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-358

AUTHORIZING INTERGOVERNMENTAL EQUIPMENT SHARING AGREEMENTS FOR EMERGENCY MANAGEMENT UNMANNED EQUIPMENT

WHEREAS, the Kane County Office of Emergency Management ("OEM") maintains and operates various emergency management equipment, including but not limited to light towers, generators, and other unmanned support assets used in support of emergency preparedness, response, and planned public safety operations; and

WHEREAS, public safety agencies within Kane County and surrounding jurisdictions periodically request the temporary use of such equipment for planned events, emergency preparedness activities, and operational support; and

WHEREAS, the County and its local governments are authorized under Article VII, Section 10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) to enter into intergovernmental agreements to jointly exercise powers and share services and resources in a manner not prohibited by law; and

WHEREAS, the OEM has historically permitted the sharing of such equipment to support regional public safety operations, and now desires to formalize those practices through written intergovernmental agreements to ensure consistency, accountability, and protection of public assets; and

WHEREAS, formalizing equipment-sharing agreements will promote operational efficiency, strengthen interagency cooperation, and ensure that County-owned equipment is properly safeguarded, maintained, and accounted for during periods of temporary use; and

WHEREAS, , the County Board further finds it in the best interests of the County to establish clear responsibility for equipment condition, including fuel replacement and liability for loss or damage, consistent with the Intergovernmental Services Agreement template.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board approves the attached Intergovernmental Services Agreement; and

BE IT FURTHER RESOLVED that the Director of the Kane County Office of Emergency Management is authorized to execute individual Intergovernmental Services Agreements on behalf of the County of Kane, using the attached form, with local governments located entirely or partially inside Kane County.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

AUTHORIZING INTERGOVERNMENTAL EQUIPMENT SHARING AGREEMENTS FOR EMERGENCY MANAGEMENT UNMANNED EQUIPMENT

Committee Flow:
Judicial Public Safety Committee, Executive Committee, County Board

Contact:
Scott Buziecki – 630-232-5986

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/a	
Was this item passed through the appropriate committee? N/A	

Summary:

This resolution approves a standard Intergovernmental Services Agreement (which has been reviewed by the State's Attorney's Office as well as Human Resources for insurance coverage and risk management purposes) authorizing the Kane County Office of Emergency Management to loan unmanned emergency management equipment, such as generators, light towers, and similar support assets, to local governments within or partially within Kane County for planned public safety operations and community events. While the Office has historically shared equipment upon request, these arrangements have not been governed by a formal written agreement. The proposed agreement establishes consistent terms and conditions for equipment use, including borrower responsibility for transportation, fuel replacement, maintenance, insurance, and liability for loss or damage. The resolution also authorizes the Director of Emergency Management to execute individual agreements using the approved template, eliminating the need for separate County Board approval for each local government while ensuring all agreements remain in the form approved by the State's Attorney's Office.

INTERGOVERNMENTAL SERVICES AGREEMENT
Between the
COUNTY OF KANE, ILLINOIS and [INSERT AGENCY]
For
SHARING OF EQUIPMENT

This intergovernmental agreement is made this ___ day of _____, 2026, by and between the County of Kane, Illinois, a unit of local government organized and existing under the laws of the State of Illinois (hereinafter referred to as "Kane County"), by and through the Kane County Office of Emergency Management (hereinafter referred to as "OEM"), and [INSERT AGENCY], Illinois, a unit of local government organized and existing under the laws of the State of Illinois (hereinafter referred to as "Recipient"). For purposes of this Agreement, Kane County, OEM, and Recipient shall collectively be referred to hereinafter as "the Parties".

RECITALS

WHEREAS, the Parties are units of local government within the meaning of Section 10 of Article 7 of the Constitution of the State of Illinois; and

WHEREAS, the Parties are also public agencies within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, the Parties are authorized to contract among themselves to obtain or share services, or exercise, combine, or transfer any power or function in any manner not prohibited by law (5 ILCS 220/3); and

WHEREAS, Kane County and OEM own certain equipment for the purpose of municipal operations; and

WHEREAS, the Parties desire to enter into an agreement permitting Recipient to temporarily borrow and utilize Kane County and OEM equipment for its municipal operations in situations not already covered and governed pursuant to the Illinois Emergency Management Mutual Aid System Intergovernmental Service Agreement or the Mutual Aid Box Alarm System Master Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants herein the parties agree as follows:

1. **INCORPORATION OF RECITALS**: All the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.

2. **PURPOSE**: Kane County and OEM hereby agree to lend to Recipient OEM equipment needed by their respective department for the performance of departmental duties under the conditions set forth in this Agreement.

3. **SCOPE**:
    a. Recipient may make a written request to OEM to utilize OEM's equipment. Such a request must specify the requested equipment and must be made at least five (5) business days in advance of the need for the equipment. The request must be submitted to the following e-mail – [INSERT CONTACT EMAIL]. OEM shall provide a written response either approving or denying the request within two (2) business days after receipt of the request. Such approval will be contingent on the availability of OEM equipment.
    b. The Parties shall memorialize the sharing of equipment in writing. Writings memorializing equipment sharing shall state a description of the Equipment and its Stated Value, the term of the loan noting the commencement and expiration dates, and a statement acknowledging that the loan agreement is being made subject to the terms of this Agreement. The Parties may agree to lend/borrow the equipment for additional periods of time provided that such additional loans of the equipment shall be separately documented in writing.
    c. Recipient is responsible for ensuring they have the proper vehicle and accessories to legally transport the equipment
    d. There will be no charge for the use of the OEM equipment.
    e. Recipient shall use the equipment in a careful and proper manner. Without limiting the foregoing, the Recipient shall only allow persons properly trained, qualified, and, as applicable, licensed and approved, to operate the equipment.
    f. The equipment was provided to Recipient with a full tank of fuel, if applicable. Recipient, at its own cost and expense, shall keep and return the equipment in the same condition in which it was received, and shall furnish any and all parts, fuels, fluids, mechanisms and devices required to return the equipment in the same condition it was received. Additionally, the equipment must be returned with a full tank of fuel, if applicable.

4. **AGREEMENT TERM**:
    a. The term of this Agreement shall commence on the date of the final signature and shall continue for two (2) years, unless otherwise terminated pursuant to the Agreement.
    b. The Parties may mutually agree in writing to extend the Agreement for three (3) additional two (2) year renewal periods.

5. **TERMINATION**: Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party.

6. **RELATIONSHIP OF PARTIES**: The relationship between the Parties is that of a buyer and seller of services and as such, it is understood that the parties have not entered into any joint venture or partnership. Recipient is not an employee or the agent of Kane County or OEM for any purpose.

7. **INSURANCE**: Recipient will obtain prior to borrowing equipment and will maintain for a minimum of three (3) years following completion of the Agreement the following insurance coverages:

Coverage	Amount
Professional Liability	$1,000,000 per claim
General Liability	$2,000,000 combined single limit (or equivalent)
Automobile Liability	$1,000,000 combined single limit (or equivalent)
Excess Liability	$5,000,000 each occurrence
Workers Compensation	Statutory Worker's Compensation Insurance, including occupational disease with Employer's liability limit shall be in compliance with the limit of the State of Illinois

Prior to commencement of the Agreement, Recipient will furnish Kane County with a certificate of insurance evidencing the coverage listed above which names Kane County as an additional insured and provides Kane County will receive not less than thirty (30) days' prior written notice of any cancellation of or material change in the policy.

The total value of equipment loaned must be no greater than 30% of the recipient's aggregate insurance coverage listed in the certificate of insurance (COI). In the event that the recipient's insurance does not cover the loss of loaned equipment, the recipient is still liable for the replacement cost of the equipment.

8. **INDEMNITY**: Recipient agrees to save, hold harmless, defend and indemnify the Kane County and its Officers, Agents, and Employees, from any and all liability or loss incurred by Kane County resulting from Recipient's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Recipient and/or Recipient's performance of this Agreement and Recipient's violation of any of the terms and conditions of this Agreement, and from Recipient's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from Recipient's performance thereunder.

9. **NOTICE:** Any notice required or permitted to be given hereunder shall be in writing an shall be deemed given:

(i) When delivered personally to the individual designated below; or
(ii) On the third business day after sent by registered or certified mail, postage prepaid, addressed as follows:

TO [INSERT AGENCY]:
Contact:
Address:
Phone:
E-mail:

TO KANE COUNTY:
Contact: Director of Emergency Management
Address: Kane County Office of Emergency Management
719 S. Batavia Ave., Geneva, Illinois 60134
Phone: (630) 232-5985
E-mail: KaneCountyEOC@KaneCountyIL.gov

10. **SEVERABILITY**: In the event any portion of this Agreement is deemed to be invalid or unenforceable, such portion shall be deemed severed and the parties agree that the remaining portions of this Agreement shall remain in full force and effect.

11. **COMPLIANCE WITH LAWS**: Recipient shall comply with all state, federal, and local statutes, ordinance, and regulations as it pertains to this Agreement.

12. **ASSIGNMENT**: Neither party may assign or otherwise transfer this Agreement without the written consent of the other party. This Agreement shall inure to the benefit of and bind the parties hereto and their respective legal representatives, successors and assigns.

13. **WAIVER**: The waiver by one party of any breach of this agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance and shall not be deemed to be a waiver of any future breach or a waiver of any provision of this Agreement.

14. **NON-LIABILITY OF PUBLIC OFFICIALS**: Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, employee or agent of any public body that may be a party to this Agreement, nor shall it be construed as giving any rights or benefits under this Agreement to anyone other than the parties hereto.

15. **GOVERNING LAW**: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and the County of Kane. Any action

brought under or which relates to this agreement shall be brought in the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois.

16. **ENTIRE AGREEMENT**: This Agreement, including the recitals and schedules, set forth the entire agreement between the parties with respect to the subject matter hereof and the Agreement shall be amended only in writing signed by both parties.

17. **COUNTERPARTS**: This Agreement may be executed in counterparts in the same form and such parts so executed shall together form one original document and be read and construed as if one copy of the Agreement had been executed.

18. **HEADING**: The headings, captions, and numbering system of this Agreement are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of this Agreement.

19. **NO THIRD-PARTY BENEFICIARIES:** This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

20. **AUTHORIZATION:** The Parties represent that all necessary acts have been taken to authorize and approve this agreement in accordance with applicable law, and this Agreement, when executed by the Parties hereto, shall constitute a binding obligation of the Parties, legally and enforceable at law and equity against both.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective on the date last written below.

[SIGNATURE PAGE TO FOLLOW]

COUNTY OF KANE, ILLINOIS

By:_____

Title: Director of Emergency Management

Date:

[INSERT AGENCY]

By:_____

Title:

Date:

List of Equipment Borrowed

Asset #	Make, Model, and Description of Equipment	Value of Equip.	VIN or Serial Number	Hrs / Fuel - Out	Hrs / Fuel - In

Pre-Existing damage noted: _____

_____

Pre-loan photos taken: Yes No By: _____

Towing Vehicle & hitch setup evaluated Yes No By: _____

RECIPIENT ACKNOWLEDGES THAT BY SIGNING THIS FORM, RECIPIENT AGREES THAT THE RELATED IGA EXECUTED BY THE PARTIES CONTAINS ALL CONTROLLING TERMS.

_____ Recipient Signature _____ Printed Name _____ Title _____ Date Planned Return Date:_____	_____ Kane County Authorized Signature _____ Printed Name _____ Title _____ Date

Actual return date: _____ Additional damage on return: Yes No

Post-Return Damages: _____

_____

Kane County representative initials / Identifier: _____ Recipient initials: _____

DRAFT

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-359

AUTHORIZING AND ACCEPTING FUNDING FOR THE HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS PLANNING GRANT (HMEP) FOR THE OFFICE OF EMERGENCY MANAGEMENT

WHEREAS, the Office of Emergency Management and the Local Emergency Planning Committee (LEPC) have been awarded the Hazardous Materials Emergency Preparedness Planning (HMEP) grant through the State of Illinois funded by the U.S. Department of Transportation; and

WHEREAS, the objective of the HMEP grant program is to "develop, improve and carry out emergency plans" and conduct hazardous materials emergency preparedness transportation planning activities over a period of October 1, 2025 through September 30, 2027; and

WHEREAS, the grant award is not to exceed Fourteen thousand five hundred eighty-three dollars and 33/100 ($14,583.33) of which Eleven thousand six hundred sixty-six dollars and 66/100 ($11,666.66) are federal funds and Two thousand nine hundred sixty-six dollars and 67/100 ($2,916.67) are local matching funds.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby accepts the award of the Hazardous Materials Emergency Preparedness Planning (HMEP) Grant in an amount not to exceed Fourteen Thousand Five Hundred Eighty-Three Dollars and 33/100 Dollars ($14,583.33), including federal funding in an amount not to exceed Eleven Thousand Six Hundred Sixty-Six Dollars and 66/100 Dollars ($11,666.66), for the grant period of October 1, 2025 through September 30, 2027.

BE IT FURTHER RESOLVED that the Chairman of the Kane County Board is hereby authorized to execute the Hazardous Materials Emergency Preparedness Planning (HMEP) Grant Agreement and any other documents necessary to effectuate the grant on behalf of the County.

BE IT FURTHER RESOLVED that that the Kane County Office of Emergency Management is authorized to receive and administer the grant funds in accordance with the terms and conditions of the grant agreement.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

AUTHORIZING AND ACCEPTING FUNDING FOR THE HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS PLANNING GRANT (HMEP) FOR THE OFFICE OF EMERGENCY MANAGEMENT

Committee Flow:
Judicial Public Safety Committee, Executive Committee, County Board

Contact:
Scott Buziecki – 630-232-5986

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: Grant	
Was this item passed through the appropriate committee? N/A	

Summary:

This resolution authorizes entering into a grant agreement with the State of Illinois for federal grant in the amount of $14,583.33, of which $11,666.66 are federal funds and $2,916.67 are local matching funds in the form of staff administration time and Special Revenue Fund budgeted amounts. The funds will be used to hire a contractor to conduct a commodity flow study of hazardous materials (i.e. chemicals) traveling through Kane County and DeKalb County.

GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, ILLINOIS EMERGENCY MANAGEMENT AGENCY
AND OFFICE OF HOMELAND SECURITY
AND
County of Kane

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and County of Kane (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	**Definitions**
Article II	**Award Information**
Article III	**Grantee Certifications and Representations**
Article IV	**Payment Requirements**
Article V	**Scope of Award Activities/Purpose of Award**
Article VI	**Budget**
Article VII	**Allowable Costs**
Article VIII	**Lobbying**
Article IX	**Maintenance and Accessibility of Records; Monitoring**
Article X	**Financial Reporting Requirements**
Article XI	**Performance Reporting Requirements**
Article XII	**Audit Requirements**
Article XIII	**Termination; Suspension; Non-compliance**
Article XIV	**Subcontracts/Subawards**
Article XV	**Notice of Change**
Article XVI	**Structural Reorganization and Reconstitution of Board Membership**
Article XVII	**Conflict of Interest**
Article XVIII	**Equipment or Property**
Article XIX	**Promotional Materials; Prior Notification**
Article XX	**Insurance**
Article XXI	**Lawsuits and Indemnification**
Article XXII	**Miscellaneous**
Exhibit A	**Project Description**
Exhibit B	**Deliverables or Milestones**
Exhibit C	**Contact Information**
Exhibit D	**Performance Measures and Standards**
Exhibit E	**Specific Conditions**

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

Illinois Emergency Management Agency and Office of Homeland Security

By: _____
Theodore (Ted) Berger, Acting Director

Date: _____

County of Kane

By: _____
Corinne Pierog, County Board Chairman

Date: _____

PART ONE – THE UNIFORM TERMS

ARTICLE I
DEFINITIONS

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grantee Compliance Enforcement System" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with the term “net revenue.”

“Program” means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“State-issued Award” means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

“Illinois Stop Payment List” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unallowable Cost” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unique Entity Identifier” or “UEI” has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE II
AWARD INFORMATION

2.1. Term. This Agreement is effective on October 1, 2025, and expires on September 30, 2028 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds (check one) **X** must not exceed or ☐ are estimated to be **$**14,583.33 of which **$**11,666.66 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (*see* additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

The Grantee shall receive an amount not to exceed **$11,666.66** under this Agreement.

Such reimbursement by the Grantor is contingent on the receipt of timely, complete, and proper documentation from the Grantee in accordance with this Agreement.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is 693JK32540036HMEP, the federal awarding agency is U.S. Department of Transportation, and the Federal Award date is October 1, 2025. If applicable, the Assistance Listing Program Title is Hazardous Materials Emergency Preparedness Planning Grant Program Listing Number is 20.703. The Catalog of State Financial Assistance (CSFA) Number is 588-40-0441 and the CSFA Name is Hazardous Materials Emergency Preparedness Planning Grant Program. If applicable, the State Award Identification Number (SAIN) is 25KANEHME.

ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and M4TTBEK5NU69 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirement's changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: 36-6006585is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is a governmental unit

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. Representations and Use of Funds. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. Specific Certifications. Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education, or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the

performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to $30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel**. For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to

requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act**. Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV
PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A**, **PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or

redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

> By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V
SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI
BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII
ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge

Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based, or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2

CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(g)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control**. Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management**. Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. Profits. It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.*, 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII
LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

ARTICLE IX
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant

to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including applicable programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents, and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X
FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU) or on **Exhibit E** pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee

should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI
PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU), or on **Exhibit E** pursuant to specific conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE,** which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and project or program accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the reporting period (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII
AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least $1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least $750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than $750,000 in State-issued Awards, but expends at least $500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least $1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly Traded Entities. If Grantee is a publicly traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII
TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application, or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in **Exhibit A**, **PART TWO** or **PART THREE**.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV
SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV
NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (*see* Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI

STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII
CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.112; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII
EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds

are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use, and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, to the greatest extent practicable and consistent with law, Grantee must, under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders under this Award.

ARTICLE XIX
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX
INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of

any and all real or personal property (including equipment), or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI
LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities**. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities**. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII
MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 et seq.) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.12. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.13. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.15. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.16. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A

PROJECT DESCRIPTION

The Grantor has been awarded a grant from the U.S. Department of Transportation (USDOT) Pipeline and Hazardous Materials Safety Administration (PHMSA). The Hazardous Materials Emergency Preparedness Grant Program (HMEP) was established in 1990 by the Hazardous Materials Transportation Uniform Safety Act. In 1993, PHMSA began issuing grants to assist States, Territories, and Native American Tribes to "develop, improve, and carry out emergency plans" within the National Response System and the Emergency Planning and Community Right-To-Know Act of 1986. The HMEP grant program is designed to allow grantees the flexibility to implement training and planning programs that address differing needs for each location based on demographics, emergency response capabilities, commodity flow studies, and hazard analysis.

The Grantee submitted a proposal to the Grantor describing a hazardous materials emergency preparedness transportation project(s). This proposal is consistent with USDOT's HMEP grant program guidance and compatible with other components of the Grantor's HMEP grant program.

The purpose of this Agreement is to provide for the undertaking by Grantee of the deliverables described in **Exhibit B**. The undertaking of these Tasks by the Grantee is to further the development and implementation of emergency preparedness for hazardous materials transportation incidents.

EXHIBIT B

DELIVERABLES OR MILESTONES

Deliverables are directly related to the successful completion of the expenditures and projects listed in the Grantee's approved Application.

The approved Application outlines the expenditures for which the Grantee will seek reimbursement. The Grantor will only reimburse those expenditures that are specifically listed on the approved Application and incurred within the performance period.

The Grantee is required to perform each of the following tasks:

1. Timely submission of quarterly reports that include both financial and performance-based information as set forth in Exhibit D.

EXHIBIT C

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Nichole Horn

Title: Grant Program Manager

Address: 2200 South Dirksen Parkway
Springfield, IL 62703

Phone: 217-524-7890

E-mail: Nichole.Horn@illlinois.gov

GRANTEE CONTACT

Name: Deborah Dormund

Title: Deputy Director

Address: 719 S Batavia AVE
Geneva, IL 60134

Phone: 630-232-5985

E-mail: madisondeborah@kanecountyil.gov

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

The Grantee shall submit to the Grantor a quarterly claims reimbursement form and associated documentation in accordance with the schedule set out below. The Grantee shall use the quarterly form to provide reports on the HMEP programmatic and financial activities of the Grantee during each quarter and to claim reimbursement for those HMEP grant activities.

The Grantee shall submit vendor invoices, payroll records, and any existing documentation for each item for which the Grantee is requesting reimbursement to prove expenses are in compliance with the approved grant application. The Grantee shall also use the form to detail work completed toward each Task described in Exhibit B during that reporting period, with the specific content as detailed in section 14.3 of this Agreement.

The quarterly reporting schedule is as follows:

Quarter 1: Oct. 1, 2025-Dec. 31, 2025: Due Jan. 31, 2026

Quarter 2: Jan. 1, 2026-March 31, 2026: Due April 30, 2026

Quarter 3: April 1, 2026-June 30, 2026: Due July 31, 2026

Quarter 4: July 1, 2026-Sept. 30, 2026: Due Oct. 31, 2026

Quarter 5: Oct. 1, 2026-Dec. 31, 2026: Due Jan. 31, 2027

Quarter 6: Jan. 1, 2027-March 31, 2027: Due April 30, 2027

Quarter 7: April 1, 2027-June 30, 2027: Due July 31, 2027

Quarter 8: July 1, 2027-Sept. 30, 2027: Due Oct. 31, 2027

Quarter 9: Oct. 1, 2027-Dec. 31, 2027: Due Jan. 30, 2028

Quarter 10: Jan. 1, 2028-March 31, 2028: Due April 30, 2028

Quarter 11: April 1, 2028-June 30, 2028: Due July 30, 2028

Quarter 12: July 1, 2028-Sept. 30, 2028: Due Oct. 30, 2028

Performance standards include:

1. Appropriate use of grant funds in accordance with the approved budget outlined in Section 2.3, and the terms outlined in this Agreement.

2. The timely submittal of required documentation, as defined in this Agreement.

3. Adequate results from grant monitoring conducted by the Grantor.

EXHIBIT E

SPECIFIC CONDITIONS

The Grantee agrees to comply with any special conditions contained in the Notice of State Award (NOSA) that have been imposed as a result of the Grantee's programmatic, financial and administrative internal control questionnaires.

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

The Grantee agrees to comply with any special conditions contained in the Notice of State Award (NOSA) that have been imposed as a result of the Grantee's programmatic, financial and administrative internal control questionnaires.

1. If not submitted as part of the application, within 90 days after complete execution of the grant agreement, the subrecipient shall provide the following to IEMA:

   A. A Nondiscrimination Policy Statement referencing:
      1. Title VI of the Civil Rights Act of 1964
      2. Section 504 of the Rehabilitation Act of 1972
      3. Title IX of the Education Amendments Act of 1972
      4. Age Discrimination Act of 1975
      5. U.S. Department of Homeland Security region 6 C.F.R. Part 9.

   B. List of designated staff to coordinate and carry out responsibilities related to compliance with the civil rights laws, including a description of the responsibilities;
   C. Procedures for accepting and responding to discrimination complaints;
   D. A language access policy and plan; and a disability access policy and reasonable accommodations procedure

2. Pursuant to section 889(b)(1) of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA)*, Pub. L. No. 115-232 (2018), grantee may not use any funds under this grant award to:

   i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system as defined herein;

   ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or

   iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system as defined herein.

   Definitions

   Covered telecommunications equipment or services means:

i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or

iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China

PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

None.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-360

APPROVING THE PURCHASE OF ONE CRIME-LITE ML PRO FORENSIC EVIDENCE SCREENING INSTRUMENT FOR THE KANE COUNTY FORENSIC LABORATORY BY THE KANE COUNTY CORONER'S OFFICE

WHEREAS, the Kane County Forensic Laboratory, housed at the Kane County Sheriff's Office, was founded by the members of the Opioid Settlement Fund Committee to enhance the use of forensic testing to track opioid use in this County and to support the justice-involved work of the Coroner's Office, Sheriff's Office, and State's Attorney's Office; and

WHEREAS, the forensic lab team is working toward acquiring the equipment and supplies necessary to ensure the lab is fully functional and compliant so that it is able to meet law enforcement needs for Kane County and beyond, including DNA analysis requirements; and

WHEREAS, Bid Request #26-042-TL was issued for one (1) Crime-lite ML Pro forensic evidence screening instrument for the Lab; and

WHEREAS, the Crime-lite ML Pro was designed, validated, and optimized for the examination of evidence that may be used in court, visualizing and documenting evidence not visible under normal lighting conditions by using multiple wavelengths of light with a modified full-spectrum imaging system; and

WHEREAS, Foster and Freeman USA, Inc. of Ashburn, VA, the sole source for the equipment, provided a bid in the amount of Sixty-Three Thousand Seven Hundred Thirty-Seven and 20/100 Dollars ($63,737.20) for the complete system; and

WHEREAS, the purchase of the Crime-lite ML Pro instrument is included in the Kane County Coroner's FY27 budget with accepted federal grant funds.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board approves the purchase of the Crime-lite ML Pro forensic evidence screening instrument for the Kane County Forensic Lab by the Coroner's Office at a cost of Sixty-Three Thousand Seven Hundred Thirty-Seven and 20/100 Dollars ($63,737.20) from Foster and Freeman USA, Inc. of Ashburn, VA and that the Kane County Board Chairman is authorized and directed to execute any necessary contract documents for this purchase.

Line Item: 289.490.496.70120
Line Item Description: Capital Assets
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available?
N/A

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving the Purchase of One Crime-Lite ML Pro Forensic Evidence Screening Instrument for the Kane County Forensic Laboratory by the Kane County Coroner's Office

Committee Flow:
Judicial Public Safety Committee, Executive Committee, County Board

Contact:
Elizabeth Richards, 630.208.2001

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution seeks approval for the purchase of one QuantStudio 5 Real-Time PCR System for the Kane County Forensics Lab. The most responsive bidder (Bid #26-042-TL) and sole source for this essential DNA analytic system was Foster and Freeman USA of Ashburn, VA, with a bid of $63,737.20. This was a planned purchase for the lab with federal grant funds that are included in the Kane County Coroner's FY27 budget.

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

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

Telephone: (630) 208-3803
Fax: (630) 208-5107

June 15, 2026

PROCUREMENT SYNOPSIS

Requesting Department:	Kane County Sheriff's Office / Coroner's Office
Procurement Name:	26-042-TL – Crime-lite ML PRO 2 Forensic Evidence Screening
Recommended Vendors:	Foster & Freeman USA Inc.
Awarded Amount:	$63,737.20

NOTIFICATION AND RESPONSE

Public Notices: Bidnet Direct and The Daily Herald

Advertising Date:	May 29, 2026	Notices sent/Plan Holders: 116/14
Proposal Due Date:	June 12, 2026	Proposals Received: 1

PURPOSE

This bid seeks a qualified and authorized Vendors for the purchase of one (1) Crime-lite ML PRO 2 forensic evidence screening instrument for the Kane County Forensic Laboratory. This is an all-inclusive bid.

The following bid was received:

Vendors	GRAND TOTAL
Foster & Freeman USA Inc. – Ashburn VA	**$63,737.20**

The Kane County Sheriff's Office and Coroner's Office for the Kane County Forensic Laboratory evaluated all bids in accordance with specifications and contract requirements and has determined that Foster & Freeman USA Inc. of Ashburn, VA., is the lowest responsive and responsible vendor to provide the required equipment and services at the highest quality and value.

Kane County Sheriff's Office and Coroner's Office for the Kane County Forensic Laboratory, with the support of the Purchasing Department, recommends awarding this purchase contract to Foster & Freeman USA Inc. of Ashburn, VA., pending approval by the Committee and the full Kane County Board.

Submitted By:
Tom Laird
Tom Laird
Assistant Director of Purchasing

cc: Sheriff's Office – Forensic Laboratory
Coroner's Office

foster+freeman
FORENSIC SCIENCE INNOVATION

20145 Ashbrook Place #190
Ashburn, VA 20147
Tel: 888 445 5048
Fax: 888 445 5049
www.fosterfreeman.com

June 12, 2026

Kane County Forensic Laboratory
37W755 IL-38, Suite A
Rm 233
St. Charles, IL 60175
ATTN: Sarah Ware

Re. Sole Source justification for Crime-lite® ML-PRO 2 light source

I am pleased to confirm that Crime-lite® ML-PRO 2 light source is manufactured by and only available from Foster & Freeman.

The ML-PRO 2 design is based upon Crime-lite® technology. The ML-PRO 2 combines high powered LED illumination with a simple to use touch screen interface creating a hands-free investigative laboratory instrument for rapid evidence screening. We are not aware of any equivalent unit available.

Some of the key features include:

- High-powered LED lighting and automated filter setting for rapid evidence screening. Wavebands include UV, Violet, Blue, Blue Green, Green, Red, White, and IR. Side lighting and spot illumination are also included.
- Ability to automatically search for evidence via an entire evidence scan or search for a specific evidence type.
- High resolution 4 MP UV-Vis-IR camera with zoom lens for high quality imaging allowing for optical or digital zoom.
- 10.1" multi-touch LCD interface with internal processor (no external PC required)
- Software features include manual or semi-automated operation, intelligent filter selection, and image comparison/ enhancement tools
- Automated outline drawing software to generate sketches of overall evidence
- Universal report generating ability to export photos, line drawings, and case information via USB.
- Mobile cart or wall mounting options available.
- Weightless maneuver with 180° range of motion and up to 1.6-meter reach
- To avoid destroying DNA evidence and for operator safety, the unit does not emit shortwave UV.

Please let me know if there's anything else I can help with.

Yours sincerely,

Alexis Dodson
Northeast Region Team Lead, Senior Technical Sales Specialist

® Crime-lite is a registered trademark of Foster & Freeman.

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

Tim Keovongsak, CPPB
Director of Purchasing

719 S. Batavia Avenue, Bldg. A.
Geneva, Illinois 60134
Telephone: (630) 208-3803
Fax: (630) 208-5107

INVITATION TO BID

BID NUMBER: 26-042-TL – Crime-lite ML PRO 2 Forensic Evidence Screening Instrument
DATE: May 29, 2026

The County of Kane is accepting competitive sealed bids from qualified and authorized Vendors for the purchase of one (1) Crime-lite ML PRO 2 forensic evidence screening instrument for the Kane County Forensic Laboratory. This is an all-inclusive bid.

SUBMITTAL REQUIREMENTS:
An original Bid response (with all required submittal documents) must be submitted electronically and uploaded to HTTPS://WWW.BIDNETDIRECT.COM/ILLINOIS/KANECOUNTY before the submittal date and time. Please upload your complete response through Bidnet Direct as a PDF file (with no password/encrypted format). The following documents must be included with your submittal:

- ☑ SIGNED OFFER TO CONTRACT FORM
- ☑ NARRATIVE TECHNICAL REQUIREMENTS & AVAILABILITY
- ☑ PROOF OF CERTIFICATE OF INSURANCE (SEE SAMPLE)
- ☑ REFERENCES

The following documents must be submitted upon notice of award:

- NOTARIZED CONTRACTOR DISCLOSURE STATEMENT
- NOTARIZED FAMILIAL DISCLOSURE STATEMENT
- CERTIFICATE OF INSURANCE

SUBMISSION TIME & DATE: ***Friday, June 12, 2026 at 10:00 a.m. CST***
Bids received after the submittal time will be rejected and returned unopened to the sender. This is an electronic bid submittal. Please upload your completed bid response through Bidnet Direct before the due date and time.

KANE COUNTY

OFFER TO CONTRACT FORM

BID 26-042-TL – Crime-lite ML PRO 2 Forensic Evidence Screening Instrument

Bid Due Date & Time: 10:00 a.m. CST on Friday, June 12, 2026.

Proposals must be submitted electronically to https://www.bidnetdirect.com/illinois/kanecounty

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

Submitted By: Foster & Freeman USA Inc.

I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities, and other contract documents, to irrevocably offer to furnish the products, materials, equipment, and services in compliance with all terms, conditions, specifications, and amendments contained in this 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, Instructions to Bidders, and specifications.*

1. *The vendor has examined the Responsible Bidder Ordinance (RBO – Section 29), Contractor Disclosure (Section 30), and Familial Relationship (attached Public Act 101-0544) of the Instruction to Bidders, and has included or provided a certified document list 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 and compliance with Public Act 101-0544.*

B. For purposes of this offer, the terms Offerer, Bidder, Contractor, and Vendor are used interchangeably.

II. In submitting this Offer, the Vendor acknowledges:

A. All bid documents have been examined: Instructions to Bidder, Statement of Work, and the following addenda: No.1____, No. _____, No._____, No._____, No._____,

B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting the 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.

D. If a Prevailing Wage Act or Davis Bacon Act is required for the project, the responsive bidders must include with their bid a separate sheet showing trades to be employed and

E. wage rates to be paid

III. **BID FORM** - The Vendor agrees to furnish and deliver one (1) Crime-lite ML PRO 2 forensic evidence screening instrument per bid specifications as follows:

Item No	Description	Min QTY	Unit Cost
1	Crime-lite ML PRO 2 forensic evidence screening instrument with monitor and trolley	1	60,272.42
2	Interactive evidence sample kit ML PRO	1	inc. in above
3	Wireless keyboard and mouse	1	89.78
4	Product training, 1 day on-site	1	3,375.00
5	Optional extended yearly service agreement	1	2,500.00

A TOTAL LUMP SUM OF: sixty-six thousand two hundred thirty seven dollars & twenty cents **$** 66,237.20

ADDITIONAL COMMENTS/EQUIPMENT PROPOSED:

Proposed equipment is Foster & Freeman Crime-lite ML PRO 2 system with trolley

Foster & Freeman Crime-lite ML PRO2 system with trolley, interactive sample kit & keyboard/mouse meet the full specifications.

Qualified Foster & Freeman personnel to install and train 1 day on-site and optional extended warranty to be supported by qualified Foster & Freeman service personnel.

Delivery to take place 6-8 weeks aro.

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. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE SHALL SIGN THIS SECTION.**

Signature Amy Temenak Typed Signature Amy Temenak

Company Foster & Freeman USA Inc.

Address/City/State 20145 Ashbrook Place #190, Ashburn, VA 20147

Phone # 888-445-5048 Email amy.temenak@fosterfreeman.com

Federal I.D./Social Security # 56-2316854 Date 6/10/26

ACCEPTANCE

The Offer is hereby accepted for the **BID 26-042-TL – Crime-lite ML PRO 2 Forensic Evidence Screening Instrument**. The Vendor is bound to provide the services and materials listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specifications, and amendments, and the vendor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number **BID *26-042-TL***. The Vendor has been cautioned not to commence any billable work or to provide any supplies or services until said vendor receives a purchase order and or notice to proceed.

_____ _____

Corinne Pierog, MA., MBA Date
Chairman, County Board
Kane County, Illinois

BID SUBMITTALS CHECKLIST

The undersigned Vendor acknowledged and verified that all required documents, statements, and all certificates meeting the County's requirements are included in their bid response. The vendor shall check the following required submittal items checklist to assure the completeness and in order to assemble their bid response.

__X__: SIGNED BID OFFER TO CONTRACT FORM with all supporting documents (pages 21-29), including the vendor bid form, as applicable.

if awarded: VENDOR DISCLOSURE STATEMENT (mandatory submittal if award of contract)

if awarded: VENDOR FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT (mandatory submittal if award of contract)

__X__: PROOF OF CURRENT CERTIFICATE OF INSURANCE (Submit current coverages with bid response). The actual certificate of insurance that meets the County's requirements including naming the County of Kane, as a certificate holder and an additional name insured with required policy endorsements, shall be submitted before issuing of award and contract execution. (See attached sample, a required submittal if award of contract)

__X__: REFERENCES & CONTACT INFORMATION

__X__: ONE (1) ORIGINAL BID MUST BE SUBMITTED ELECTRONICALLY THROUGH BIDNET DIRECT.

Vendor/Agency: Foster & Freeman USA Inc.

Address/City/State: 20145 Ashbrook Place #190, Ashburn, VA 20147

Phone # 888-445-5048 Email amy.temenak@fosterfreeman.com

VENDOR CERTIFICATION

This information is collected for reporting purposes only and will not have any influence on vendor selection. It is required by the State of Illinois. Please check any of the following boxes that apply to the ownership of your firm.

- ☐ Minority-owned Business (MBE)
- ☐ Woman-owned Business (WBE)
- ☐ Business Enterprise Program (BEP)
- ☐ Small Disadvantaged Business (SDB)
- ☐ Kane County Local Business
- ☐ Veteran-owned Business Enterprise (VBE)
- ☐ Service-Disabled Veteran-owned Business Enterprise (SDVBE)
- ☐ Veteran-owned Small Business (VOSB)
- ☐ Persons with Disabilities-owned Business Enterprises (PDBE)
- ☒ N/A – These categories do not apply to my business

Please Note: It is required that you check at least one box.

REFERENCES

CRIME-LITE ML PRO 2 FORENSIC EVIDENCE SCREENING INSTRUMENT For KANE COUNTY BOARD, Geneva, Illinois

List below businesses or other organizations for which you have provided comparable services within the last three years:

Offeror's Name: Foster & Freeman USA Inc.

1. Organization: Orange Co. Sheriff-Coroner
   Address: 320 N. Flower St.
   City, State, Zip Code: Santa Ana, CA 92703
   Telephone Number: (714) 834-4510
   Contact Person: Clint Brown
   Description of Project: 2 x MLPRO2s w/ trolleys + + 2 x AUTO kits Date of Project May 2024
   E-mail Address: crbrown@ocsheriff.gov
2. Organization: Reno Police Dept.
   Address: 199 E. Plaza St.
   City, State, Zip Code: Reno, NV 89501
   Telephone Number: (775) 334-2110
   Contact Person: Elvira Koeder Schaper
   Description of Project: MLPRO2 w/ trolley Date of Project Nov. 2025
   E-Mail Address: (775) 334-2110
3. Organization: Palm Beach Police Dept.
   Address: 3075 Gun Club Rd.
   City, State, Zip Code: W. Palm Beach, FL 33406
   Telephone Number: (561) 688-4285
   Contact Person: Sydney DelVecchio
   Description of Project: 2 x MLPRO2s w/ trolleys Date of Project May 2023 + Feb 2025
   E-Mail Address: delvecchios@pbso.org
4. Organization: VA DFS
   Address: 8850 Times Dispatch Blvd. #100
   City, State, Zip Code: Mechanicsville, VA 23116
   Telephone Number: (804) 588-4186
   Contact Person: Brian Covington
   Description of Project: MLPRO2 w/ trolley Date of Project Jan 2025
   E-Mail Address: brian.covington@dfs.virginia.gov

CONTRACTOR DISCLOSURE

As of (Today's Date), ABC Company, to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12-month period.

Below is a list of shareholders or owners, with at least 5% holdings in ABC Company:

Mr. John Smith 456 Second Street Geneva, IL 60134	50%
Ms. Sue Jones 456 Second Street Geneva, IL 60134	50%

_____ _____

Officer Date
Title

Subscribed and Sworn this _____ day of _____, 2025

_____

Notary Public

SAMPLE

FAMILIAL RELATIONSHIP DISCLOSURE

As of (Today's Date), ABC Company, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12-month period. "Familial Relationship" is defined in Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than $30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

_____ _____

Officer Date

Title

Subscribed and Sworn this _____ day of _____, 2025

_____

Notary Public

SAMPLE

NO-BID/RFP/RFQ RESPONSE

BID 26-042-TL

Crime-lite ML PRO 2 Forensic Evidence Screening Instrument

In the event that your organization chooses not to submit a response to this solicitation, the Kane County Purchasing Department is interested in the reasons why vendors/consultants have chosen not to submit a bid or proposal response in order to better serve the taxpayers of Kane County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- ☐ Could not meet the specifications.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements too restricting.
- ☐ Bond requirements too restricting.
- ☐ Scope of services not clearly understood or applicable (too vague, too rigid, etc.).
- ☐ Project not suited to our organization.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid/proposal response.
- ☐ Restricted specifications. A Sole-Source (we could not meet the requirement)
- ☐ Other (please specify):

N/A

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

Please send your response to: purchasing@KaneCountyIL.gov

COUNTY of KANE
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

Tim Keovongsak, CPPB
Director of Purchasing

719 S. Batavia Ave., Bldg. A 2nd Floor
Geneva, Illinois 60134
Telephone: (630) 208-3803
Fax: (630) 208-5107

June 5, 2026

ADDENDUM 1

BID: #26-042-TL
Title: Crime-lite ML PRO 2 Forensic Evidence Screening Instrument

The attention of all plan holders is called to the following changes, clarifications, and/or additions/deletions to the original bid solicitation and shall be part of the Contract Documents:

CLARIFICATIONS AND ADDITIONAL INFORMATION

Q. Under page 10, point 28 e), we request a waiver of the 5M umbrella, we have 2M as per our attached current coverage. See attached proof of what we carry.

A. Insurance can be negotiated if awarded.

Q. Under page 22, item 5 under price table, Optional extended yearly service agreement, the equipment carries a 2-year factory warranty. Did you need a maintenance contract that begins at the expiration of the factory warranty that includes an annual preventative maintenance visit? Or just an additional 3rd year of extended factory warranty that doesn't include preventative maintenance visits, but does cover the equipment should anything have technical issues?

A. We are interested in an optional additional 3rd year of extended factory warranty that doesn't include preventative maintenance visits, but does cover the equipment should anything have technical issues.

Please acknowledge receipt of Addendum 1 and submit your response accordingly.
Thank you.

Sincerely,
Tom Laird
Tom Laird
Assistant Director of Purchasing

FOST&FR-01

MFITZ

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/11/2026

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 have ADDITIONAL INSURED provisions or 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
Rust Insurance Agency, LLC
1510 H Street NW
5th Floor
Washington, DC 20005

CONTACT NAME: Meghan Fitzsimmons
PHONE (A/C, No, Ext): (202) 776-5015 FAX (A/C, No):
E-MAIL ADDRESS: mfitzsimmons@rustinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE Fire Underwriters Insurance Company	20702
INSURER B : Travelers Indemnity Company	25658
INSURER C : Travelers Casualty Company of Connecticut	36170
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Foster & Freeman USA Inc.
20145 Ashbrook Place #190
Ashburn, VA 20147

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			D03432920	12/31/2025	12/31/2026	EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $ $	1,000,000 1,000,000 5,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BA8N308863	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $	1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			D03432932	12/31/2025	12/31/2026	EACH OCCURRENCE $ AGGREGATE $ $	2,000,000 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB8J347926	12/31/2025	12/31/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $	1,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Bid No. 26-042-TL
County of Kane is included as additional insured on a primary/non-contributory basis for Commercial General Liability as required by written contract. Waiver of Subrogation on General Liability, Auto, and Workers Comp in favor of the additional insureds as required by written contract.

CERTIFICATE HOLDER

County of Kane
719 Batavia Ave Bldg 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

ACORD 25 (2016/03)

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BUSINESSOWNERS LIABILITY ENHANCEMENTS ENDORSEMENT

Named Insured **FOSTER & FREEMAN USA, INC.**			Endorsement Number **BOP47635a0716**
Policy Symbol **TEC**	Policy Number **D03432920**	Policy Period **12-31-2025 to 12-31-2026**	Effective Date of Endorsement **12-31-2025**
Issued By (Name of Insurance Company) **ACE Fire Underwriters Insurance Company**			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

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This endorsement modifies the coverages provided under the Businessowners Coverage Form.

Notwithstanding anything to the contrary, the provisions of the Businessowners Coverage Form apply, except as provided in this endorsement. The titles of the various paragraphs of this endorsement are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

A. SUPPLEMENTARY PAYMENTS – BAIL BONDS AND BONDS TO APPEAL JUDGMENTS - NO SUBLIMIT

In **Section II - Liability**, Paragraph **A. Coverages**, **1. f. Coverage Extension – Supplementary Payments,** subparagraphs **(1)(b) and (c)** are replaced by the following:

(b) The cost of bail bonds, but only for bond amounts within the available limit of insurance. We do not have to furnish these bonds.

(c) The cost of bonds to appeal judgments or release attachments, but only for amounts within the available limit of insurance. We do not have to furnish these bonds.

B. MEDICAL EXPENSES – THREE YEARS TO REPORT EXPENSES

In **Section II – Liability**, Paragraph **A. Coverages, 2. Medical Expenses**, subparagraph **a.(b)** is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

C. NON-OWNED WATERCRAFT UNDER 55 FEET

In **Section II - Liability**, Paragraph **B. Exclusions,** subparagraph **(2)** of Exclusion **1.g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

(a) Less than 55 feet long; and

(b) Not being used to carry persons or property for a charge;

D. NON-OWNED AIRCRAFT

In **Section II - Liability**, Paragraph **B. Exclusions,** the following exception is added to Exclusion **1.g. Aircraft, Auto or Watercraft in Section II – Liability:**

This exclusion does not apply to an aircraft you do not own provided:

1. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. It is rented with a trained, paid crew; and
3. It does not transport persons or cargo for a charge.

E. DAMAGE TO PROPERTY - EXCEPTION FOR EQUIPMENT LOANED OR RENTED TO THE INSURED

In **Section II - Liability**, Paragraph **B. Exclusions,** the following exception is added to Exclusion **1.k. Damage To Property**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to equipment rented or loaned to the insured, provided such equipment is not being used to perform any operations at a construction job site.

F. WHO IS AN INSURED - SUBSIDIARIES OR NEWLY ACQUIRED OR FORMED ORGANIZATIONS

In **Section II - Liability**, Paragraph **C. Who Is an Insured** is amended to include the following:

If there is no other insurance available, each of the following is also a Named Insured:

1. A subsidiary organization of the first Named Insured shown in the Declarations of which, at the beginning of the policy period and at the time of loss, the first Named Insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization; or

2. A subsidiary organization of the first Named Insured shown in the Declarations that the first Named Insured acquires or forms during the policy period, if at the time of loss the first Named Insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization.

G. WHO IS AN INSURED - EMPLOYEES (INCLUDING CPR AND FIRST AID) AND VOLUNTEER WORKERS

In **Section II - Liability**, Paragraph **C. Who is an Insured,** Paragraph **2.a.** is replaced by the following:

2. Each of the following is also an insured:

   a. Your "employees" but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no "employee" is an insured for:

      (1) "Bodily injury" or "personal and advertising injury":

         (a) To you, to any of your directors, managers, members, "executive officers" or partners (whether or not an "employee") or to any co-"employee" while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;

         (b) To the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in Paragraph **(a)** above; or

         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in Paragraph **(a)** or **(b)** above.

         With respect to "bodily injury" only, the limitations described in Paragraph **2.a.(1)** above do not apply to you or to your directors, managers, members, "executive officers", partners or supervisors as insureds. The limitations also do not apply to your "employees" as insureds, with respect to such damages caused by cardiopulmonary resuscitation or first aid services administered by such an "employee".

      (2) "Property damage" to any property owned, occupied or used by you or by any of your directors, managers, members, "executive officers" or partners (whether or not an "employee") or by any of your "employees". This limitation does not apply to "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner.

   b. Your "volunteer workers", but only while acting within the scope of their activities for you and at your direction.

H. ADDITIONAL INSUREDS

In **Section II - Liability**, Paragraph **C. Who is an Insured,** the following is added:

2. Each of the following is also an insured:

LESSOR OF LEASED EQUIPMENT

e. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization and only if you are required by a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

MANAGERS OR LESSORS OF PREMISES

f. Any person or organization from whom you lease premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and only if you are required by a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to:

(1) Any "occurrence" that takes place after you cease to be a tenant in such premises.

(2) Structural alterations, new construction or demolition operations performed by or for such additional insureds.

VENDORS

g. Any person or organization who is a vendor of "your products", but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

(1) The insurance afforded to such vendor only applies to the extent permitted by law; and

(2) If coverage provided to the vendor is required by a contract or agreement, the

insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

(1) This insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to the liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraph **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

With respect to the insurance afforded to these vendors, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

If coverage provided by the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

(1) Required by the contract or agreement; or

(3) Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This shall not increase the applicable Limits Of Insurance shown in the Declarations.

OTHER PERSONS OR ORGANIZATIONS PURSUANT TO CONTRACT OR AGREEMENT

h. Any persons or organizations that you are required by a contract or agreement to provide with such insurance as is afforded by this policy. However, such a person or organization is an insured only:

(1) To the extent such contract or agreement requires the additional insured to be afforded status as an insured; and

(2) For activities that did not occur, in whole or in part, before the execution of the contract or agreement.

No person or organization is an insured under this provision:

(1) That is more specifically identified under any other provision of Paragraph **C. Who Is An Insured** (regardless of any limitation applicable thereto).

(2) With respect to any assumption of liability in a contract or agreement. This limitation does not apply to the liability for damages the additional insured would have in the absence of the contract or agreement.

However, the insurance afforded to such persons or organizations:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

The following is added at the end of Paragraph **C. Who Is An Insured**:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

However, no person or organization is an insured with respect to the:

a. Ownership, maintenance or use of any assets; or

b. Conduct of any person or organization whose assets, business or organization;

any Named Insured acquires, either directly or indirectly, for any:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense first committed;

in whole or in part, before such acquisition is executed.

With respect to the insurance afforded to the persons or organizations described in Paragraphs **e.**, **f.**,. and **h.** above, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

The most we will pay on behalf of such person or organization is the amount of insurance:

(1) Required by the contract or agreement; or

(2) Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This shall not increase the applicable Limits Of Insurance shown in the Declarations.

I. DAMAGE TO PREMISES RENTED TO YOU – $1,000,000

In **Section II - Liability**, Paragraph **D. Liability and Medical Expenses Limits of Insurance,** Paragraphs **3.** and **4.** are deleted and replaced with the following:

3. Subject to the **Liability And Medical Expenses Limits Of Insurance**, the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises while rented to you or while temporarily occupied by you with permission of the owner is $1,000,000.

4. Aggregate Limits

The most we will pay for:

a. All "bodily injury" and "property damage" that is included in the "products-completed operations hazard" is twice the Liability and Medical Expenses limit.

b. All:

(1) "Bodily injury" and "property damage" except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

(2) Plus medical expenses;

(3) Plus all "personal and advertising injury" caused by offenses committed;

is twice the Liability and Medical Expenses Limit.

The Limits of Insurance of Section **II** – Liability apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

J. PER LOCATION GENERAL AGGREGATE LIMIT WITH COMBINED TOTAL AGGREGATE LIMIT

In **Section II - Liability**, Paragraph **D. Liability and Medical Expenses Limits of Insurance**, the following is added:

1. Subject to the Combined Total Aggregate Limit shown in the Declarations, for the sum of all damages that the insured becomes legally obligated to pay for all "bodily injury" and "property damage" caused by "occurrences" under Paragraph **A.1.** Business Liability, and for all medical expenses caused by accidents under Paragraph **A.2.** Medical Expenses, which can be attributed only to a single "location":

a. A separate Location General Aggregate Limit will apply to each "location", and that limit is equal to the Other than Products/Completed Operations Aggregate Limit shown in the Declarations.

b. The separate Location General Aggregate Limit is the most we will pay for the sum of all damages for "bodily injury" or "property damage" under Paragraph **A.1.** Business Liability, except in connection with "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Paragraph **A.2.** Medical Expenses, regardless of the number of:

(1) Insureds;

(2) Claims made or "suits" brought; or

(3) Persons or organizations making claims or bringing "suits".

c. Any payments made under Paragraph **A.1.** or under Paragraph **A.2.** Medical Expenses shall reduce the separate Location General Aggregate Limit for that "location". Such payments shall not reduce the Other Than Products/Completed Operations Aggregate Limit shown in the Declarations nor shall they reduce the separate Location General Aggregate Limit for any other "location".

d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the Other Than Products/Completed Operations Aggregate Limit shown in the Declarations, such limits will be subject to the applicable separate Location General Aggregate Limit.

2. Subject to the Combined Total Aggregate Limit shown in the Declarations, for the sum of all damages that the Insured becomes legally obligated to pay for all "bodily injury" or "property damage" caused by occurrences under Paragraph **A.1.** Business Liability and for all medical expenses caused by accidents under Paragraph **A.2.**, which cannot be attributed only to operations at a single "location".

a. Any payments made under Paragraph **A.1.** Business Liability for damages or under Paragraph **A.2.** for medical expenses shall reduce the amount available under the Other Than Products/Completed Operations Aggregate Limit or the Products/Completed Operations Aggregate Limit, whichever is applicable; and

b. Such payments shall not reduce the separate Location General Aggregate Limit applicable to a single "location".

3. Subject to the separate Location General Aggregate Limit and all other applicable limits, the Combined Total Aggregate Limit shown in the Declarations is the most we will pay for the combined sum of amounts described above, regardless of the number of "locations".

4. Any payments we make for "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit regardless of the number of "locations", and not reduce the Other Than Products/Completed Operations Aggregate Limit nor the separate Location General Aggregate Limit applicable to a single "location."

5. As used in this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

6. The provisions of Paragraph **D. Liability and Medical Expenses Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

K. KNOWLEDGE/NOTICE OF OCCURRENCE

In **Section II - Liability**, Paragraph **E. Liability and Medical Expenses General Conditions, 2. Duties In the Event Of Occurrence, Offense, Claim or Suit** is amended to include the following:

e. Knowledge of an "occurrence" or offense by an agent or "employee" of the insured will not constitute knowledge by the insured, unless an "executive officer" (whether or not an "employee") of any insured or an "executive officer's" designee knows about such "occurrence" or offense. Failure of an agent or "employee" of the insured, other than an "executive officer" (whether or not an "employee") of any insured or an "executive officer's" designee, to notify us of an "occurrence" or offense that such person knows about will not affect the insurance afforded to you.

f. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the insured gives us immediate notice as soon as the insured is aware that this insurance may apply to such loss or claim.

L. BODILY INJURY, INCLUDING RESULTING MENTAL ANGUISH

In **Section II - Liability**, Paragraph **F. Liability and Medical Expenses Definitions**, paragraph **3.** is deleted and replaced with the following:

3. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease.

M. COVERAGE TERRITORY, LIMITED WORLDWIDE

In **Section II - Liability**, Paragraph **F. Liability and Medical Expenses Definitions**, paragraph **4.** is deleted and replaced by the following:

4. "Coverage territory" means all parts of the world.

However, "coverage territory" does not include any:

a. "Bodily injury" or "property damage" that takes place or any offense committed outside of the United States of America (including its possessions and territories), Canada and Puerto Rico, unless the insured's responsibility to pay damages is determined by a "suit" on the merits that is brought in the United States of America (including its possessions and territories), Canada or Puerto Rico; or

b. Injury or damage in connection with any "suit" brought outside the United States of America (including its possessions and territories), Canada and Puerto Rico.

N. PERSONAL INJURY, INCLUDING DISCRIMINATION, HARASSMENT AND SEGREGATION

In **Section II - Liability**, Paragraph **F. Liability and Medical Expenses Definitions**, paragraph **14.** is amended to include the following:

h. Discrimination, harassment or segregation based on a person's age, color, national origin, race, religion or sex unless committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

O. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

In **Section III – Common Policy Conditions**, Paragraph **C. Concealment, Misrepresentation or Fraud** is amended to include the following additional paragraph:

Unintentional failure of an "employee" of the insured to disclose a hazard or other material information will not violate this condition, unless an "executive officer" (whether or not an "employee") of any insured knows about such hazard or other material information.

P. OTHER INSURANCE, INCLUDING PRIMARY PROVISION

In **Section III – Common Policy Conditions**, Paragraph **H. Other Insurance**, subparagraphs **2.** and **3.** are replaced by the following:

H. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this insurance, our obligations are limited as follows:

1. Primary Insurance

This insurance is primary except when Paragraph 2 below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph 3 below.

2. Excess Insurance

a. This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is insurance that applies to "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(c) If the loss arises out of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section II.B. Exclusions, 1. Applicable to Business Liability Coverage; or

(2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured.

b. When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

c. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance;

(2) The total of all deductible and self-insured amounts under all that other insurance.

d. We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not brought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

3. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Q. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

In **Section III – Common Policy Conditions**, Paragraph **K. Transfer of Rights of Recovery Against Others To Us**, subparagraph **2.** is replaced by the following:

2. Applicable to Businessowners Liability Coverage:

We will waive the rights of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this Coverage Part have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This paragraph does not apply to Medical Expenses Coverage.

All other terms and conditions of the policy remain unchanged.

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-8J347926-25-I5-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

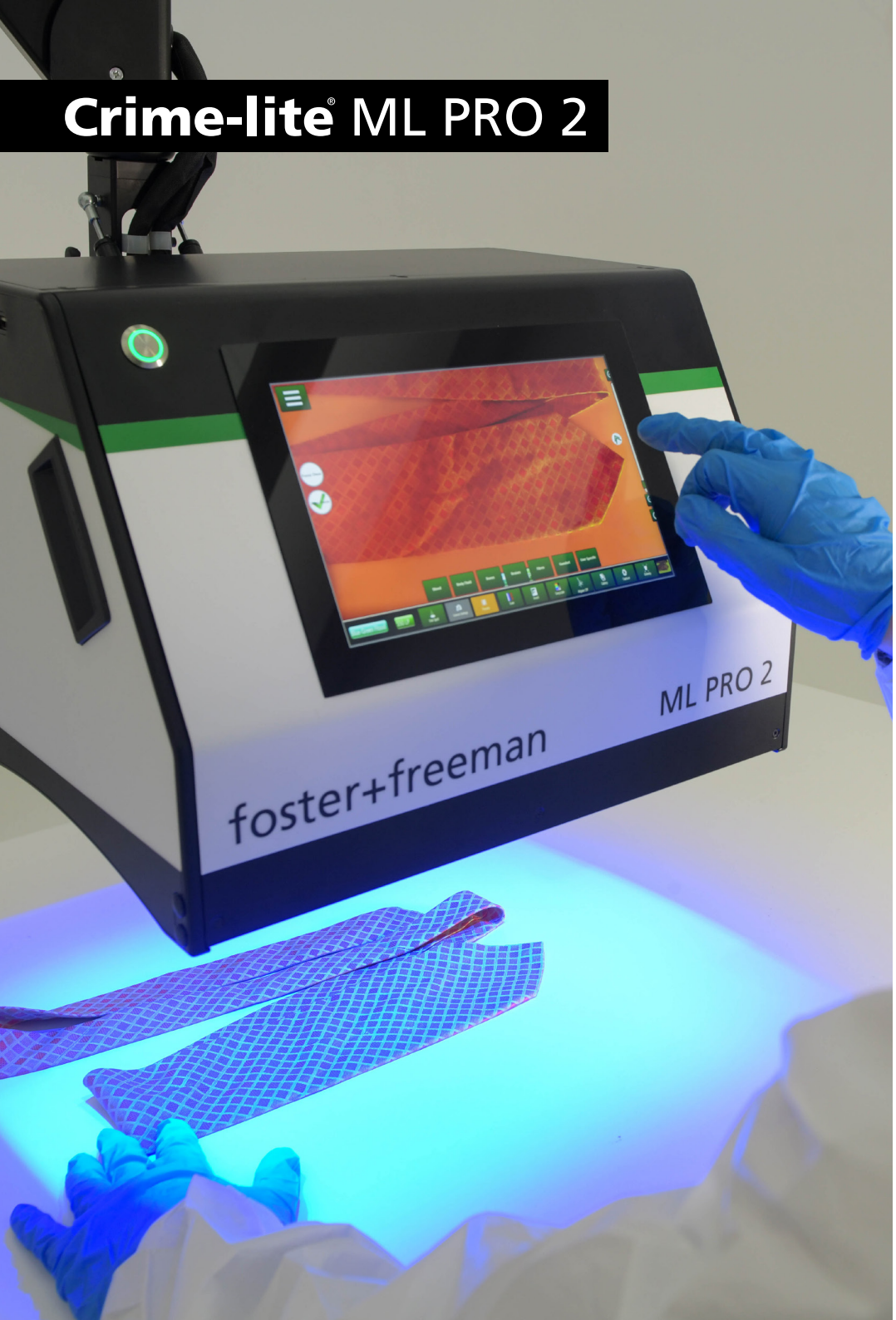
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER
INCLUDING:
CITY OF SAN DIEGO, ITS RESPECTIVE ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES, ALL LOCATIONS.

DATE OF ISSUE: 12-12-25 ST ASSIGN:

Crime-lite® ML PRO 2

Streamlined Multispectral Imaging of Forensic Evidence

Crime-lite® ML PRO 2



Rapid Forensic Screening and Imaging to Meet the Demands of Busy Laboratories

A simple and intuitive solution, the Crime-lite ML PRO 2 is a semi-automated evidence screening tool built to meet the demands of busy forensic laboratories tasked with processing a broad variety of evidence types.

Detect Traces of Evidence

Fundamentally designed for the detection of biological evidence, the ML PRO 2 is a dependable workhorse for examination of all common forensic traces including:

- DNA + Body Fluids
- Hairs + Fibres
- Fingerprints + Impressions
- Drugs + Narcotics
- Gun Shot Residues
- Tool Marks

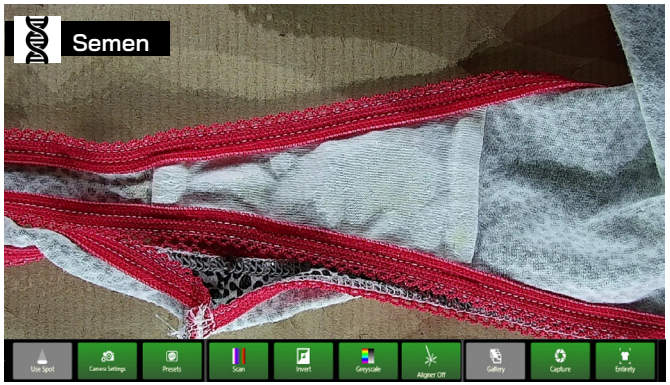
Capture High Resolution Images

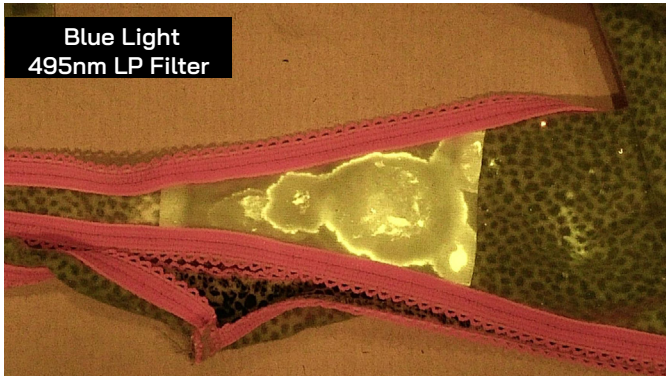
Engineered around a high resolution full-spectrum camera with intelligent optics, the ML PRO 2 imaging system has been fine tuned for the photography of evidence. Raise the system to capture entirety images; zoom in to detect and capture fine detail.

4MP
PRO GRADE
CAMERA

A Seamless User Experience

Updated for 2024, the improved ML PRO 2 workflow enables rapid detection, capture and mark-up of evidence allowing users to quickly generate and output comprehensive case reports.





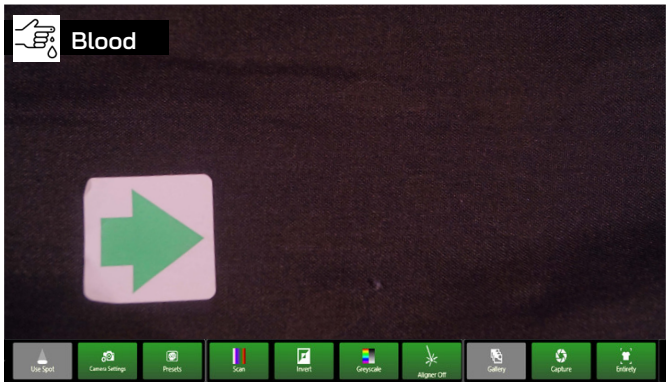
Search and Detect

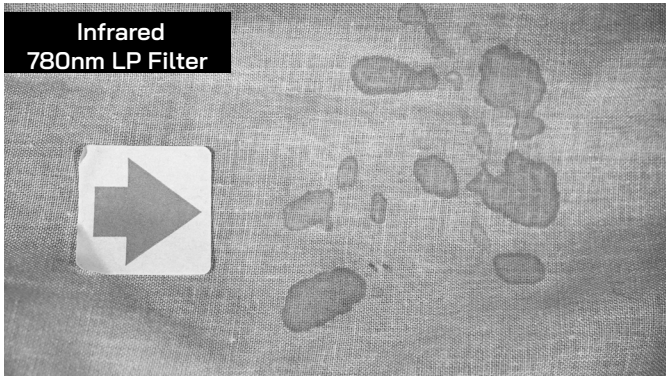
Examine objects under UV, Visible, and IR light sources to reveal hidden details, utilising pre-configured lighting/filter combinations for specific evidence types, or craft custom configurations for ultimate flexibility.

The ML PRO 2 maneuvers effortlessly over evidence, enabling both one-click automated searches and manual control over light sources and filters.

Streamlined Evidence Capture

- Pre-set lighting/filter combinations
- Create custom configurations
- Large field of vision





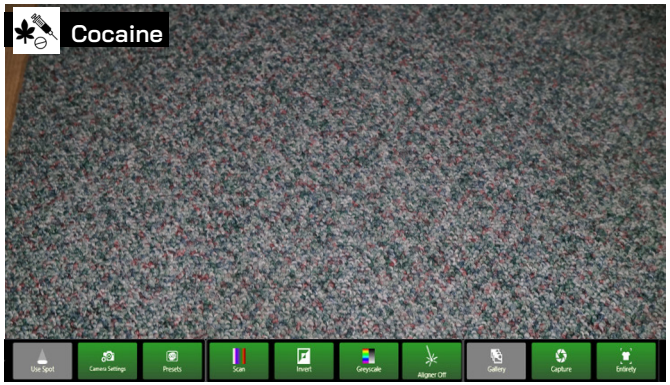
Capture and Enhance

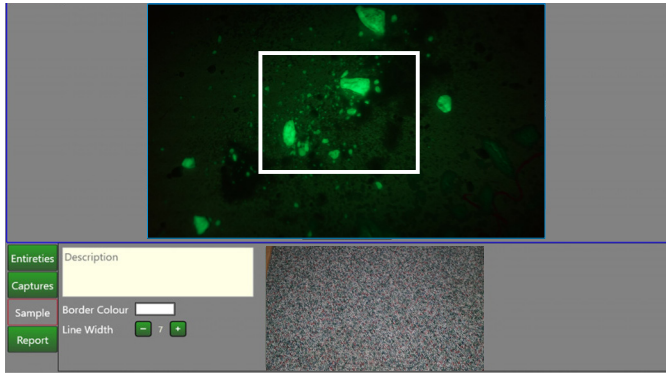
Capture high-quality images with the scientific-grade 4MP Vis/IR camera optimised for forensic analysis.

Intelligent optics maximise the visibility of even faint traces of fluorescing evidence, whilst powerful zoom and essential image enhancements like exposure control and invert reveal hidden details, ensuring no evidence escapes detection.

Scientific-Grade Camera

- 4MP Vis/IR camera
- Optimised for forensic analysis
- 30x optical zoom





Annotate and Report

Identify areas of interest, mark-up and annotate images using the Crime-lite ML PRO 2 reporting tool.

Optimise the entire evidence workflow by quickly and easily producing court-ready reports, complete with chain-of-custody information, contextual images, side-by-side comparisons, and the option to include software-generated line drawings.

Integral Reporting Tool

- Quickly create court-ready reports
- Add case notes and annotations
- Export to common formats

Crime-lite® ML PRO 2

Fully-Integrated Technology
for a Complete Imaging Solution

Detect More Evidence with Multispectral UV/Vis/IR Illumination

Exploit the full forensic spectrum to detect evidence

Vis	UV 365	UV 385	V	B	BG	G	O	IR

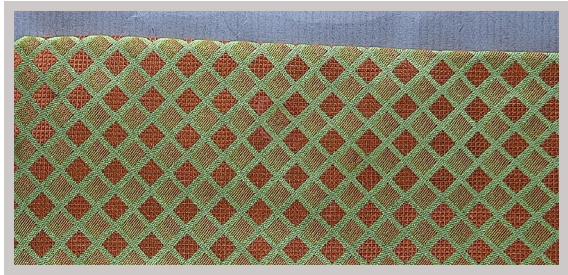
High-intensity LED illumination at all wavelengths

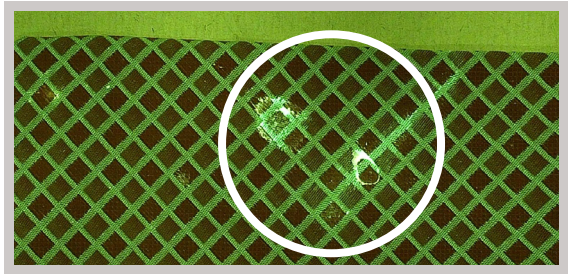
Ensure High-Quality Results with Motorised Camera Filters

- Automatic or Manual selection of camera filters
- Select from over 3,300 waveband/filter combinations
- Simplify searches using pre-set examinations
- Improve results with evidence-specific bandpass filters

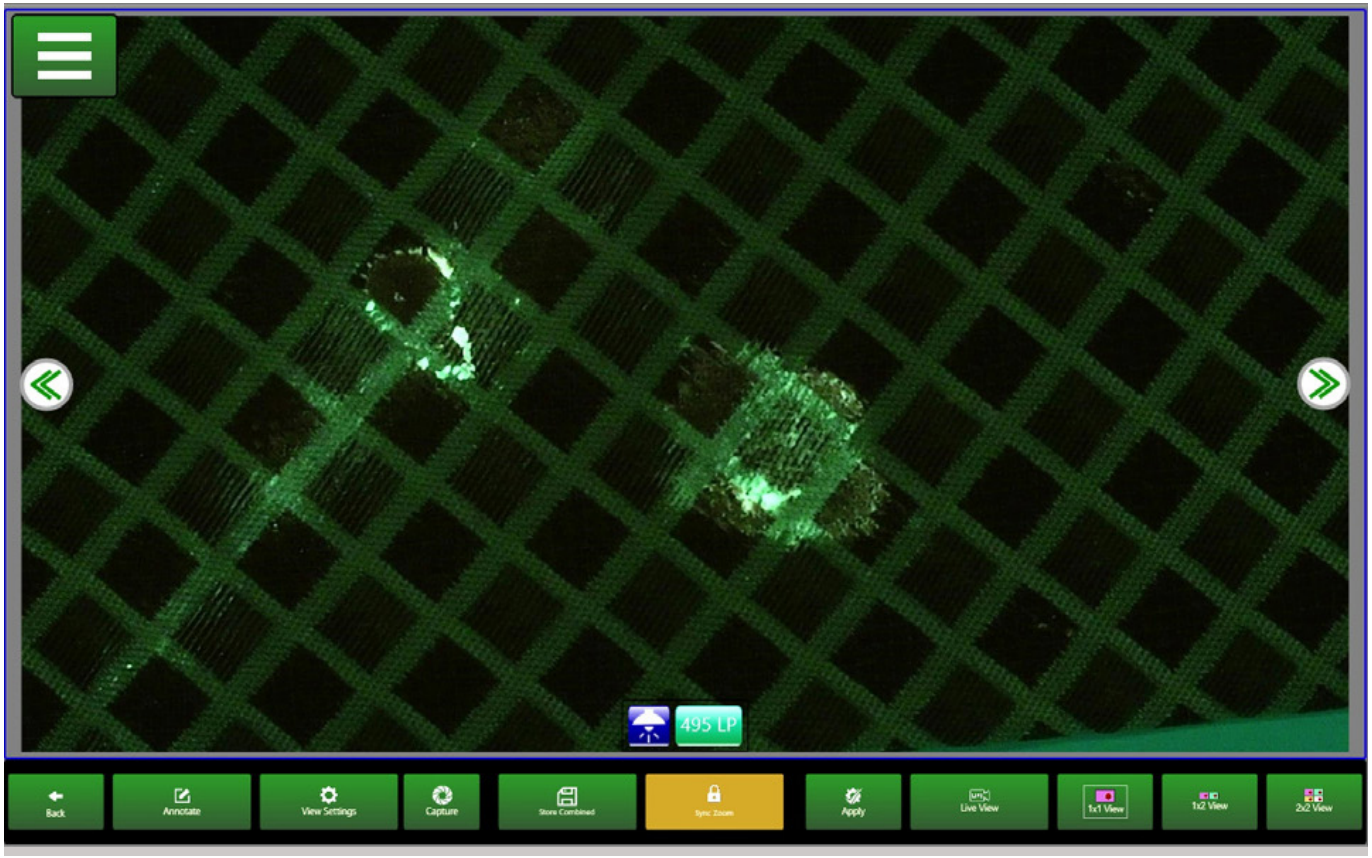
Capture Every Detail with Full-Resolution Image Capture

- Precise scientific-grade 4MP camera system
- 30x optical magnification
- Accurate close-up and wide area photography
- Focus-Assist range finder/alignment LED





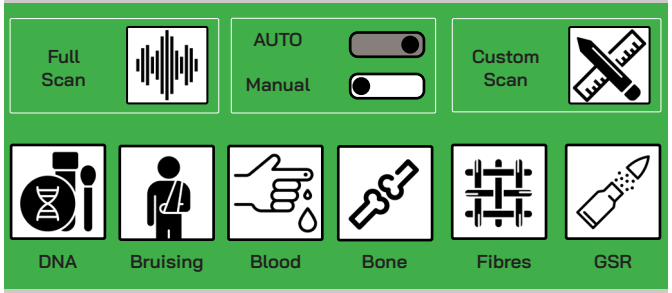
Detect even the faintest traces of evidence



- ✓ **Serology**
- ✓ **Trace Evidence**
- ✓ **Post Mortem**

Improve the efficiency of examinations using pre-set examinations based on common evidence types.

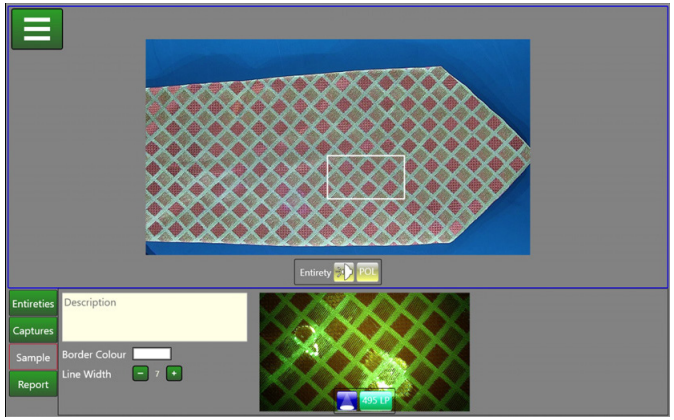
Need something more specific? The ML PRO 2 allows users to configure their own custom lighting/filter combinations, ideal for routine tasks or examinations.



Intuitive Software Interface
for a Seamless Evidence Workflow

The Crime-Lite ML PRO 2 boasts a redesigned interface specifically crafted for forensic examiners in ISO 17025 / 17020 compliant labs. Operated via the 10.1" touchscreen interface, the simple yet powerful software provides effortless access to a robust suite of evidence detection, image capture, and report building functions - designed to optimise efficiency and meet stringent quality standards.

For examiners seeking to improve speed and efficiency, the 'ribbon-style' interface offers a logical step-by-step process complete with predefined pre-set examintions. For those that prefer to take full manual control of examinations, the software includes an 'advanced' mode that provides full access to all camera and illumination settings. Switch back and forth between software modes at the touch of a button.



Intuitive software operated via touchscreen interface

Crime-lite® ML PRO 2

Revolutionise your Laboratory Workflow
by Upgrading to Crime-lite ML PRO 2

While Crime-Lite ML technology remains a trusted forensic workhorse in laboratories worldwide, the fully-digital Crime-Lite ML PRO 2 unlocks new levels of capability and efficiency:

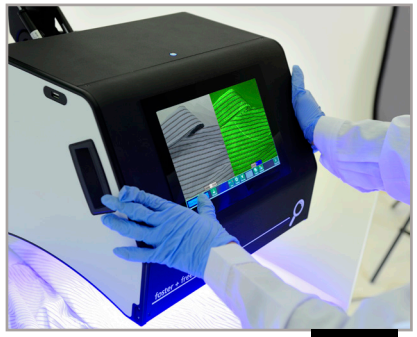
Uncover the Invisible:
Detect and examine traces of evidence outside the range of human vision

Maximise Evidence Detection:
Explore over 3300 illumination/filter combinations to visualise a broader spectrum of evidence types.

Capture Every Detail:
Document examinations with a scientific-grade camera, ensuring no crucial evidence escapes capture.

Streamline Your Workflow:
From initial screening to comprehensive reports, the ML PRO 2 handles every stage of the evidence examination workflow, saving you time and effort.

Crimelite ML PRO in use at the Nederlands Forensisch Instituut
Image: Josje Deekens



	Crime-lite ML	Crime-lite ML2	Crime-lite MLPRO	Crime-lite MLPRO 2
Year of Release	2006	2011	2020	2024
Imaging	N/A	Bolt-On Vis/IR Camera	2MP VIS/IR Camera	4MP VIS/IR Camera
Illumination	2 wavelengths as standard	8 wavelength options	15 Illumination UV/Vis/IR modes	15 Illumination UV/Vis/IR modes
Viewing Filters	Slot-In Filter Set	Slot-In Filter Set	12x Motorised Filters	14x Motorised Filters
Magnification	1.8x Biocular Lens	1.8x Biocular Lens	Up to 30x Optical	Up to 30x Optical

Crime-lite ML PRO 2 System Selection

Specify a system that meets your requirements

Crime-lite ML PRO 2

System Only

No mounting options selected

ORDER Code: QCL/MLPRO2/SYSTEM

Crime-lite ML PRO 2

Trolley System

Mounted on lab trolley
supplied with 32" monitor

ORDER Code: QCL/MLPRO2/SYSTEM-TROLLEY

Crime-lite ML PRO 2

Wall Mount System

Mounted on 1.6M Articulared Arm
supplied with 32" monitor

ORDER Code: QCL/MLPRO2/SYSTEM-ARM

Crime-lite ML PRO 2

Bench Mount System

Mounted on lab bench arm

ORDER Code: QCL/MLPRO2/SYSTEM-DEMO

Optional Accessories

32" Monitor
ORDER Code: QCL/MLPRO/MON32

Wireless Keyboard & Mouse
ORDER Code: QCL/MLPRO/KM

Crime-lite ML PRO 2 System Specification

For full instrument specifications, please contact sales@fosterfreeman.com

Camera/Optics	- 4MP Full-spectrum camera - Spectral range: 350nm to 1050nm - 30x optical zoom	
Display	- Integrated 10.1" multi-touch LCD - Screen Resolution 1280 x 800 - Compatible with nitrile/latex gloves	
Illumination	- Multispectral flood illumination > 365, 405, 445, 475, 525, 640nm	LED
	- Multispectral spot illumination > 365, 405, 445, 475, 525, 640 nm	LED
	- Side/oblique illumination > VIS, UV 385nm, IR 850nm	LED
Motorised Filters	- Visible and IR longpass and bandpass filters with thresholdsat: » Bandpass / 360nm, 415nm, 530nm, 550nm » Longpass / 420nm, 455nm, 495nm, 550nm, 590nm,645nm, 715nm, and 780 nm	
	- Linear Polariser	
	- Broadband visible pass filter (400-700 nm)	
Standard Examination Accessories	- UV Goggles - Light baffle - Magnetic polarising filters - USB blanking plugs - Dust Covers	
Software Features	- 'App' style user interface - Pre-set examinations for common evidence types - One-click Full AutoScan - Image review and comparison function - Editable image annotation facilities - On screen digital scale and measurements - Report creation (PDF/RTF) - Available in multiple languages	
Safety and Compliance	- CE and RoHS compliant - EN61010-1 compliant - EN62471 compliant	

Crime-lite®**ML PRO 2**
Ready to find out more?

fosterfreeman.com/crime-lite-ml-pro

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+49 (0)210 255 76 525

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nl.sales@fosterfreeman.com
+31 (0)6 1114 3858

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-361

APPROVING THE PURCHASE OF ONE QUANTSTUDIO 5 REAL-TIME PCR SYSTEM FOR THE KANE COUNTY FORENSIC LABORATORY BY THE KANE COUNTY CORONER'S OFFICE

WHEREAS, the Kane County Forensic Laboratory, housed at the Kane County Sheriff's Office, was founded by the members of the Opioid Settlement Fund Committee to enhance the use of forensic testing to track opioid use in this County and to support the justice-involved work of the Coroner's Office, Sheriff's Office, and State's Attorney's Office; and

WHEREAS, the forensic lab team is working toward acquiring the equipment and supplies necessary to ensure the lab is fully functional and compliant so that it is able to meet law enforcement needs for Kane County and beyond, including DNA analysis requirements; and

WHEREAS, Bid Request #26-046-TL was issued for one (1) QuantStudio 5 Real-Time PCR System for the Lab; and

WHEREAS, the QuantStudio 5 Real-Time PCR System detects DNA and quantifies its amount after extraction, a requirement for the downstream generation of DNA profiles. This system is highly sensitive with a large range of detection and is widely used across the forensic community for this type of quantification; and

WHEREAS, Thermo Fisher Scientific (Life Technologies) of Pleasanton, CA, the sole source provider of this system, provided a bid in the amount of One Hundred Thousand Six Hundred Fifty-One and 58/100 Dollars ($100,651.58) for the complete system plus a two-year additional service contract; and

WHEREAS, the purchase of the QuantStudio 5 Real-Time PCR System is included in the Kane County Coroner's FY27 budget with accepted federal grant funds.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board approves the purchase of one (1) QuantStudio 5 Real-Time PCR System plus a two-year additional service contract for the Kane County Forensic Lab by the Coroner's Office at a cost of One Hundred Thousand Six Hundred Fifty-One and 58/100 Dollars ($100,651.58) from Thermo Fisher Scientific (Life Technologies) of Pleasanton, CA, and that the Kane County Board Chairman is authorized and directed to execute any necessary contract documents for this purchase.

Line Item: 289.490.496.70120
Line Item Description: Capital Assets
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available?
N/A

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving the Purchase of One QuantStudio 5 Real-Time PCR System for the Kane County Forensic Laboratory by the Kane County Coroner's Office

Committee Flow:
Judicial Public Safety Committee, Executive Committee, County Board

Contact:
Elizabeth Richards, 630.208.2001

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution seeks approval for the purchase of one QuantStudio 5 Real-Time PCR System for the Kane County Forensics Lab. The most responsive bidder (Bid #26-046-TL) and sole source for this essential DNA analytic system plus two-year additional service contract was Thermo Fisher Scientific (Life Technologies) of Pleasaton, CA, with a bid of $100,651.58. This was a planned purchase for the lab with federal grant funds that are included in the Kane County Coroner's FY27 budget.

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

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

Telephone: (630) 208-3803
Fax: (630) 208-5107

July 6, 2026

PROCUREMENT SYNOPSIS

Requesting Department:	Kane County Sheriff's Office / Coroner's Office
Procurement Name:	26-046-TL –QuantStudio 5 Real-Time PCR System
Recommended Vendors:	Life Technologies Corporation
Awarded Amount:	$100,651.58

NOTIFICATION AND RESPONSE

Public Notices: Bidnet Direct and The Daily Herald

Advertising Date:	June 17, 2026	Notices sent/Plan Holders: 131/20
Proposal Due Date:	July 1, 2026	Proposals Received: 2

PURPOSE

These bids from qualified and authorized Vendors for the purchase of one (1) QuantStudio 5 Real-Time PCR System for the Kane County Forensic Laboratory. This is an all-inclusive bid.

Vendors	GRAND TOTAL
Life Technologies Corporation – Carlsbad, CA	**$100,651.58**
Taza Supplies Inc – South Holland, IL	$17,238.50

The Kane County Sheriff's Office and Coroner's Office for the Kane County Forensic Laboratory evaluated all bids in accordance with specifications and contract requirements and has determined that Life Technologies Corporation of Carlsbad, CA., is the lowest responsive and responsible vendor to provide the required equipment and services at the highest quality and value. Taza Supplies Inc. did not meet bid requirements.

Kane County Sheriff's Office and Coroner's Office for the Kane County Forensic Laboratory, with the support of the Purchasing Department, recommends awarding this purchase contract to Life Technologies Corporation of Carlsbad, CA., pending approval by the Committee and the full Kane County Board.

Submitted By:
Tom Laird
Tom Laird
Assistant Director of Purchasing

cc: Sheriff's Office – Forensic Laboratory
Coroner's Office

ThermoFisher
SCIENTIFIC

Thermo Fisher Scientific
6055 Sunol Blvd.
Pleasanton, CA 94566
T: (925) 600-2522
www.thermofisher.com

January 5, 2026

RE: Sole Source Supplier Applied Biosystems™ Instruments, Consumables and Software for Human Identification

Dear Valued Customer:

Thank you for your interest in Thermo Fisher Scientific's Applied Biosystems™ (formerly known as Life Technologies) brand of instruments, software and consumables for Human Identification. Please accept this letter to document that Thermo Fisher Scientific is the sole manufacturer and distributor of the Applied Biosystems Genetic Analyzers, real-time PCR thermal cyclers, thermal cyclers, Ion Torrent Next Generation Sequencing, RapidHIT ID Systems and associated software as detailed in Table 1.

Genetic Analyzers, Ion instruments, real-time PCR thermal cyclers, RapidHIT ID and associated software contain a dedicated computer that is customized to operate the system and is compatible with our software. The computers attached to these systems are imaged specifically for Thermo Fisher Scientific and are not available from another source.

The Applied Biosystems Genetic Analyzers are the only commercially available 4, 8, and 24 capillary systems that have been validated according to SWGDAM guidelines to analyze DNA samples for the purpose of Human Identification. In addition, Thermo Fisher Scientific is the sole distributor of validated system consumables including capillaries, cartridges, chips, polymer, buffers, size standards and replacement parts as detailed in Table 2. Only Thermo Fisher Scientific factory trained, and certified engineers are authorized to service these instruments.

Further documentation describing the unique specifications of the Applied Biosystems brand of instruments can be found on the Thermo Fisher Scientific website, including user manuals.

In addition to Applied Biosystems instruments and software, Thermo Fisher Scientific is the sole manufacturer of all Applied Biosystems consumables, including kits for sample preparation, quantitation, and amplification as described in Table 3. Furthermore, Thermo Fisher Scientific is the sole authorized distributor and supplier within North America of such products.

This information should justify Thermo Fisher as “Sole Source” supplier for all Applied Biosystems instruments, software, consumables, and services that you need to perform DNA Analysis, for the purpose of Human Identification. Please note that the SKU’s in the tables are not exhaustive but represent the key sole source products in our portfolio.

In addition, we are pleased to provide the Thermo Fisher Scientific Human Identification Professional Services (HPS) group. HPS provides validation, consultancy, and training services for Human Identification applications with expertise focused on the extensive line of the Applied Biosystems™ brand of instruments, software, and consumables. The HPS team combines extensive internal technical product knowledge with vast experience in forensic laboratory validations across a global team to customize end-to-end solutions for laboratories. Since 2007, the HPS team has completed hundreds of projects that include many combinations of the Applied Biosystems products listed below.

The HPS team is comprised of forensic scientists with broad and extensive validation experience with forensic DNA applications. Validation project work at customer laboratories is performed by Thermo Fisher Scientific Validation Application Specialists (VAS), who have all worked as forensic scientists and understand the workflow, standards, attention to detail, and unique needs of forensic DNA laboratories. External consultants with the relevant qualifications and training may also be involved in some areas of the validation project.

Additionally, the HPS team works with the Field Applications and Technical Support teams to offer comprehensive training packages through our HID Education Programs. Our training content is continually updated as our HPS, FAS and TS teams accumulate knowledge from across the globe. With internal technical knowledge of our products, expertise in validations, and problem-solving experience specific to our products, the HID team is well-positioned to instruct users on best practices for using, maintaining, and troubleshooting our products in the forensic workflow.

We appreciate your business and request that if you have any further questions that you contact me directly.

Regards,

Nancy Fong

Nancy Fong
Director, Product Management
Human Identification Business

Table 1: Instruments & Software	Table 2: System Consumables
A56532 – SeqStudio 8 Flex HID	4393718 – Conditioning Reagent, 3500 Series
A56534 – SeqStudio 24 Flex HID	4393927 – Anode Buffer Container 3500/Flex Series (ABC)
4406016 – 3500xL Genetic Analyzer for Human Identification	4408256 – Cathode Buffer Container 3500/Flex Series (CBC)
4406017 – 3500 Genetic Analyzer for Human Identification	4393710 – POP-4™ (960) Performance Optimized Polymer
A46228 – SeqStudio™ Genetic Analyzer for HID, laptop, training	4393715 – POP-4™ (384) Performance Optimized Polymer
A41432 – HID GeneStudio S5 Plus System	4408399 – GeneScan 600 LIZ dye Size Standard v2.0
A41431 – HID GeneStudio S5 Plus System	4322682 – GeneScan 500 LIZ dye Size Standard
A30070 – HID Ion Chef Instrument	4366589 – GeneScan 600 LIZ dye Size Standard
A34321 – QuantStudio 5 Real-Time PCR System, laptop	A41331 – SeqStudio Cartridge v2
A34322 – QuantStudio 5 Real-Time PCR System, desktop	A33401 – SeqStudio Cathode Buffer Container
4441763 – AutoMate Express Forensic DNA Extraction System	A27762 – Ion 520 Chip Kit
A40059 – SW,3500/XL DCS4.0	A27763 – Ion 530 Chip Kit - 4 Reactions
A40376 – 3500 DC4.0 WIN10 Upgrade	A27764 – Ion 530 Chip Kit
A43686 – 3500 DCS3.3 WIN10 Upgrade	A53084 – Primary Cartridge GlobalFiler™ Express 150 Kit
A48548 – HID Core Tower 23IN Monitr Sys Carton	
A38440 – GMID-X Software V1.6, full upgrade	A41810 –RapidHIT ID System
A38444 – GMID-X Software V1.6, full demo	A51271 – RapidHIT ID DNA Booking System
A39975 – GMID-X Software v1.6, full installation	A59183 - RapidLINK Software 2.0
A39976 – GMID-X Software v1.6, Client Installation	A51535 – RapidHIT ID DNA Booking Station V1.0
A38441 - GMID-X Software v1.6, Client Upgrade	A59805 – RapidLink Matching Suite 1.0
A71700 – GeneMapper ID-X Software v1.7, full installation	A41813 – RapidLink Software v1.0
A71701 – GeneMapper ID-X Software v1.7, client installation	A43973 – RapidLink Software Upgrade Kit v1.3
A01700 – GeneMapper ID-X Software v1.7, full upgrade	A41816 – RapidLink Staff Elimination Database App v1.0
A01701 – GeneMapper ID-X Software v1.7, client upgrade (1 lic)	A41817 – RapidLink Kinship App v1.0
A01705 – GeneMapper ID-X Software v1.7, client upgrade (5 lic)	A41818 – RapidLink Matching App v1.0
A01710 – GeneMapper ID-X Software v1.7, client upgrade (10 lic)	A41819 – RapidLink Familial App v1.0
A31152 – HID Real-Time PCR Analysis Software v1.3	A48503 – RapidLink Laptop System
A78901 – HID Real-Time PCR Analysis Software v1.4 Installation	A49069 – RHID Windows 10 License 2019
A78902 – HID Real-Time PCR Analysis Software v1.4 Upgrade	4349180 – FG, 7500 Spectral Dye Cal Kit
A35131 – Converge Server and Software	4351151 – 7500 Spectral Red Dye Cal Kit
A52127- HID VeritiPro™ 96-well Thermal Cycler	4482815 - FG, GlobalFiler Kit 1000RXN
4484075 – ProFlex™ 96-well PCR System	4410715 - Septa Cathode Buffer Cntr 3500 RUO
4484076 – ProFlex™ 2x 96-well System	A26343 - STD 96-Well 10-DYE CAL KIT EA
4484073 – ProFlex™ 3x 32-well PCR System	
4366604 – 7500 Real-Time PCR System for Human Identification	
4366605 - 7500 Real-Time PCR System for Human Identification with Dell Notebook D520	
A55395 – HID NIMBUS Presto	
A49104 – Capillary array 36-cm SeqStudio™ 8 Flex	
A49105 – Capillary array 36-cm SeqStudio™ 24 Flex	
4404683 – 3500 Genetic Analyzer 8-capilllary Array, 36 cm	
4404685 – 3500 Genetic Analyzer 8-capilllary Array, 50 cm	
4404687 – 3500 Genetic Analyzer 24-capilllary Array, 36 cm	
4404689 – 3500 Genetic Analyzer 24-capilllary Array, 50 cm	

Table 3: Consumables	
4322288 - Identifiler PCR Amplification Kit (200 tests)	4482910 - Quantifiler Trio DNA Quantification kit
4427368 - Identifiler Plus PCR Amplification Kit (200tests)	4441352 - Prepfiler Express DNA Extraction kit
4467831 - Identifiler Direct PCR Amplification Kit (200 tests)	4441351 - Prepfiler Express DNA BTA Extraction kit
4425042 - DS-36 Matrix Standard (Dye Set J6)	4463353 - Prepfiler Automated DNA Extraction kit
4457889 - NGM SElect PCR Amplification kit (200 tests)	4311320 – Hi-Di Formamide Bottle 25mL
4472193 - NGM SElect Express PCR Amplification kit (200 tests)	4350584 – 96 Well RNAse P Verif Plate No Pad
4474665 – GlobalFiler Express PCR Amplification kit (1,000 tests)	4461591 – 96 Well Std Calibration Plate w/ ABY Dye
4476135 - GlobalFiler PCR Amplification kit (200 tests)	4461593 – 96 Well Std Calibration Plate w/ JUN Dye
4359513 - Yfiler PCR Amplification kit (100 tests)	4461599 – 96 Well Cal Plate w/ MP Dye
4373872 - Minifiler PCR Amplification kit (100 tests)	400114RH - ACE GlobalFiler Express Evaluation 10-Sample Kit
4482730 - Yfiler Plus PCR Amplification kit (500 tests)	A41831 - ACE GlobalFiler Express 50-Sample Kit
A31832 - NGM Detect PCR Amplification kit (200 tests)	A42469 - ACE GlobalFiler Express Positive Control Cartridge
A32014 - Verifiler Express PCR Amplification kit (200 tests)	A42470 - ACE GlobalFiler Express Negative Control Cartridge
A32970 - Yfiler Platinum PCR Amplification kit (200tests)	400096RH - GlobalFiler Express Control (Ladder) 5-Cartridge Kit
A35495 - Verifiler Plus PCR Amplification kit (200tests)	A43941 - RapidINTEL Evaluation Kit
A25642 - Precision ID Ancestry Panel	A43942 - RapidINTEL 50-Sample Kit
A25643 - Precision ID Identity Panel	P044396 – RapidINTEL Positive Control Cartridge
A26435 - Precision ID Library Kit	P044400 – RapidINTEL Negative Control Cartridge
A26808 - Precision ID Identity and Library kit bundle	A55598 - RapidINTEL Plus Evaluation Kit
A30938 - Precision ID mtDNA Whole Genome Panel(96 reactions)	A54338 - RapidINTEL Plus 50-Sample Kit
A31443 - Precision ID mtDNA Control Region Panel(96 reactions)	A42471 - RapidHIT ID Utility Cartridge
A33114 - Precision ID GlobalFiler NGS STR Panel v2	A54344 - RapidINTEL Plus Ladder Cartridge Kit
A33208 - Ion S5 Precision ID Chef & Sequencing Kit	A54342 - RapidINTEL Plus Positive Control Cartridge
A33212 - Precision ID DL8 kit	A54343 - RapidINTEL Plus Negative Control Cartridge
A33586 - Precision ID IonCode Barcode Adapters	A46069 - ACE GlobalFiler Express 50-Sample Kit with Swab
A35850 - Ion S5 Precision ID Chef & Sequencing kit	4484678 – Yfiler Plus Kit (100X)
4468802 – Ion Library TaqMan Quantitation Kit	4311971 - MicroAmp™ Optical Adhesive Film
4387746 - Quantifiler Duo DNA Quantification kit	

Thermo Fisher Scientific
Life Technologies Corporation
5781 Van Allen Way | Carlsbad, CA 92008
Tel: 1-800-955-6288 | 1-800-331-2286
Fax: 1-800-331-2286
www.thermofisher.com

June 30, 2026

Submitted via: BidNet Direct (Electronic Submission)

County of Kane
Purchasing Department
719 S. Batavia Avenue, Building A
Geneva, IL 60134
Attention: Tim Keovongsak, CPPB, Director of Purchasing

Re: Response to **Bid No. 26-046-TL**
Title: QuantStudio 5 Real-Time PCR System
Submission Deadline: July 1, 2026, 10:00 a.m. CST

Dear Mr. Keovongsak:

Thank you for the opportunity to respond to **Bid No. 26-046-TL – QuantStudio 5 Real-Time PCR System**. Life Technologies Corporation, part of Thermo Fisher Scientific ("Life Technologies"), is pleased to submit the following proposal materials in accordance with the requirements of the Invitation to Bid for the Kane County Forensic Laboratory:

1. This letter
2. Completed and executed solicitation documents (including the Offer to Contract Form, References and all required solicitation forms)
3. Preliminary Exceptions to the solicitation terms and conditions
4. Life Technologies' Terms and Conditions of Sale ("Sales Terms")
5. Life Technologies' Instrument Services Terms and Conditions ("Service Terms")
6. Quotation No. S6314169
7. Product literature and supporting technical documentation for the QuantStudio 5 Real-Time PCR System
8. Evidence of Insurance (Renewal Requested)

Life Technologies has identified certain provisions in Kane County's solicitation documents that cannot be accepted as currently written. If selected for award, the parties shall negotiate the terms and conditions of the final agreement, which must reflect a mutually agreed combination of Kane County's solicitation requirements and Life Technologies' Sales Terms and/or Service Terms, as applicable.

This proposal is submitted with the express reservation of Life Technologies' right to negotiate final contract terms. Submission of this proposal shall not be construed as acceptance of, or a waiver of any objection to, Kane County's terms and conditions.

If you have any questions regarding our products or pricing, please contact Lawrence Yoon, Account Manager, at 919-632-9987 or Lawrence.Yoon@thermofisher.com. For questions related to the proposal or contract terms, I am available at the contact information provided below.

Thank you for your time and consideration. We look forward to the opportunity to support your organization.

Sincerely,

Tina Cahill
Sr Project Manager | Bids & Tenders
Life Sciences Global Commercial Operations

Thermo Fisher Scientific
Life Technologies Corporation
Phone: 716-916-6229
Email: Bids.Tenders@thermofisher.com

Attachments / Enclosures

ThermoFisher SCIENTIFIC
The world leader in serving science

County of Kane

Bid No. 26-046-TL
Title: QuantStudio 5 Real-Time PCR System

Life Technologies Corporation
Completed Solicitation Documents

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

Tim Keovongsak, CPPB
Director of Purchasing

719 S. Batavia Avenue, Bldg. A.
Geneva, Illinois 60134
Telephone: (630) 208-3803
Fax: (630) 208-5107

INVITATION TO BID

BID NUMBER: 26-046-TL –QuantStudio 5 Real-Time PCR System
DATE: June 17, 2026

The County of Kane is accepting competitive sealed bids from qualified and authorized Vendors for the purchase of one (1) QuantStudio 5 Real-Time PCR System for the Kane County Forensic Laboratory. This is an all-inclusive bid.

SUBMITTAL REQUIREMENTS:
An original Bid response (with all required submittal documents) must be submitted electronically and uploaded to HTTPS://WWW.BIDNETDIRECT.COM/ILLINOIS/KANECOUNTY before the submittal date and time. Please upload your complete response through Bidnet Direct as a PDF file (with no password/encrypted format). The following documents must be included with your submittal:

- ☐ SIGNED OFFER TO CONTRACT FORM
- ☐ NARRATIVE TECHNICAL REQUIREMENTS & AVAILABILITY
- ☐ PROOF OF CERTIFICATE OF INSURANCE (SEE SAMPLE)
- ☐ REFERENCES

The following documents must be submitted upon notice of award:

- NOTARIZED CONTRACTOR DISCLOSURE STATEMENT
- NOTARIZED FAMILIAL DISCLOSURE STATEMENT
- CERTIFICATE OF INSURANCE

SUBMISSION TIME & DATE: ***Wednesday, July 1, 2026 at 10:00 a.m. CST***
Bids received after the submittal time will be rejected and returned unopened to the sender. This is an electronic bid submittal. Please upload your completed bid response through Bidnet Direct before the due date and time.

CONTACT PERSON: Tom Laird
Purchasing@KaneCountyIL.gov

DISCLAIMER:
TO THE EXTENT THAT YOU HAVE OBTAINED THESE BID DOCUMENTS FROM A SOURCE OTHER THAN BIDNET DIRECT, PLEASE BE ADVISED THAT THESE BID DOCUMENTS MAY NOT INCLUDE ALL UPDATES, INCLUDING, BUT NOT LIMITED TO, ADDENDUMS, CLARIFICATIONS, AND DUE DATE EXTENSIONS. FOR ALL UPDATES TO BID DOCUMENTS, PLEASE VISIT HTTPS://WWW.BIDNETDIRECT.COM/ILLINOIS/KANECOUNTY

ALL QUESTIONS OR REQUESTS FOR INFORMATION PERTAINING TO THIS BID AND/OR THE SCOPE OF SERVICES SHOULD BE DIRECTED TO THE PURCHASING OFFICE AS LISTED ON THE COVER SHEET, **NO LATER THAN** JUNE 24, 2026, AT 10:00 A.M. E-MAIL ACCEPTED.

E-mail: purchasing@KaneCountyIL.gov

BIDS MUST BE SUBMITTED ELECTRONICALLY AT HTTPS://WWW.BIDNETDIRECT.COM/ILLINOIS/KANECOUNTY

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 or electronic bids will be received at the Kane County Purchasing Department until the date and time specified at which time they shall be opened. 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 the transmission of the bids. (*Please reference submittal instructions*)

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. The 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 eighty (180) days to accept. The County may seek clarification from any bidder at any time, and failure to respond promptly is cause for rejection.

   Kane County reserves the right to compare pricing submitted to any and all known national joint purchasing cooperatives in order to obtain the lowest pricing available in the current market place for this contract award. The list of joint purchasing cooperatives is not all inclusive and may include other joint purchasing cooperatives Kane County is not currently aware of at the present time. Kane County reserves the right to award a contract to the lowest responsive, responsible vendor for said product or service after reviewing all joint purchasing cooperative pricing available for Kane County to participate in their program.

   State of Illinois Central Management Services (CMS)
   Omnia Partners (formerly US Communities & National IPA)
   Sourcewell, TIPS, and BuyBoard

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 multiple contract (s) to the lowest responsive responsible bidder(s) 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. The 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 registration information on this program can be located on the County's Web site under County Forms and Templates for New Vendor Information on the Purchasing Department page - http://web.kane/SitePages/purchasing.aspx

10. **PAYMENT (MANDATORY INVOICE SUBMISSION GUIDELINES).** The successful bidder or bidders must conform to modified and mandatory invoice submission guidelines. Under **no** circumstances will vendor submitted invoices be cleared for payment that are not in full compliance with this invoice submission standard. Any invoice not meeting the explicit submission guidelines below will be returned to the vendor and will remain unpaid, until such time a new, conforming invoice is presented for review. **Under no circumstances will Kane County pay or be subject to any additional fees, penalties, or incurred costs as a result of vendor invoice submission failures.** *Any and all* submitted invoice packages **must** contain the following four (4) components to be considered eligible for payment:

    1. Formal invoice with all rates (labor, materials, OT, DT) clearly listed. This invoice must show compliance with any and all agreed-upon rates.
    2. Written quotation for all work being performed under this particular invoice. This "quote" must be dated within 120 days of the invoice submission, *properly submitted in arrears.*
    3. Written authorization from the using department to commence this work. *Any and all* work must demonstrate that formal approval has been given for an invoice to be considered both payable and valid. No invoice can be paid without clear evidence of authorization, from an approved point of contact within the using department.
    4. If the project under invoice requires materials, then we must also be given materials purchase orders, which demonstrate compliance with the contractual material mark-up rate. Vendors **without** materials on a particular invoice shall be required to include on company letterhead the following: "No materials were purchased for the completion of this work under this invoice". *This can be sent on either a blank invoice form, or via company letterhead.*

    PLEASE NOTE: ALL SUBMITTED VENDOR PACKAGES ARE AND BECOME THE PROPERTY OF KANE COUNTY. These materials are subject to formal scheduled, announced, unannounced, compliance, inter-governmental, or random audits, and may be audited by Kane County *at any time* within the effective dates of this contract, with or without notification to the vendor, *at the discretion of Kane County.* All vendors should be aware that in the event of serious or ongoing invoicing irregularities, Kane County may, and can invoke contractual termination clauses either with, in addition to, or separate from a formal declared breach of contract.

    We expect and require your active compliance in terms of invoice submission and adherence to these guidelines.

11. **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.

12. **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.

13. **TAXES**. Kane County is not subject to Federal Excise Tax. Per certification provided by the State of Illinois Department of Revenue, Kane County is exempt from state and local taxes.

14. **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.

15. **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.

16. **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.

17. **VARIANCES**. State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.

18. **INDEMNIFICATION**. The Vendor 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.

    Vendor 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 Vendor's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Vendor's performance of this contract and Vendor's violation of any of the terms and conditions of this Agreement, and from the Vendor's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Vendor's performance thereunder.

19. **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 Vendor, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Vendor with any or all losses incurred.

20. **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 Vendor's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Vendor promptly after rejection.

21. **WARRANTY**. Vendor 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, Vendor 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 Vendor or require correction or replacement of the item at the time the defect is discovered, all at the Vendor's risk and expense. Acceptance shall not relieve the Vendor of its responsibility.

    Vendor 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. Vendor 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.

    Vendor shall reference to Special Provision for additional requirement.

22. **REGULATORY COMPLIANCE**. Vendor 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. Vendor shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.

23. **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, pregnancy, 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, color, religion, national origin, ancestry, age, sex, marital status, military status, sexual orientation, pregnancy or unfavorable discharge from military

service. (Ordinance No. Res. No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; Res. No. 05-303, 9-23-05). State law references—Illinois Human Rights Act, 775ILCS 5/1-101 et seq.

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

The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website http://www.state.il.us/agency/idol/ . Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Rooms 211, 212, 214, Geneva, IL 60134.

Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. State Statutes regarding Prevailing Wage and the current wage rates are available online at www.state.il.us/agency/idol/rates/rates. The Prevailing Wage rate applies to the other participating Counties where the work is to be performed. You must retain payroll records for 5 years and make those records available for inspection by the County or the Illinois Department of Labor. You must submit monthly certification of payroll records.

A determination by the Illinois Department of Labor of debarment for violation of the Prevailing Wage Act shall result in the Contractor being automatically deemed non-responsible for the period of debarment without further proceedings by the County.
This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus the amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at: http://www.state.il.us/agency/idol/rates/rates.HTM. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and recordkeeping duties.

CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

Effective August 10, 2005 contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

Effective September 1, 2020, the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (830 ILCS/130/1). All contractors and subcontractors completing work for Kane County pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal. In order to receive payment for work conducted for Kane County, contractors must provide the e-mail certification received from their IDOL submittal and any subcontractors working on the project with each of their pay requests.

The Employment of Public Workers on Public Works Act is active when there is excessive unemployment in Illinois and requires the employment of 90% of the employees on this project be Illinois residents 30 ILCS570/3.

25. **ROYALTIES AND PATENTS**. Vendor shall pay all royalties and license fees. Vendor 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.

26. **LAW GOVERNING**. This contract shall be governed by and construed according to the laws of the State of Illinois.

27. **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).

DEBARMENT AND SUSPENSION. No contract may be awarded to parties listed on the federal government Excluded Parties List System in the System for Award Management (SAM), on the State of Illinois' list of sanctioned persons maintained by the Agency's Office of Inspector General, or on the County's own list of parties suspended or debarred from doing business with the County.

Debarment is the process of determining that a contractor is ineligible to receive contract awards based upon a preponderance of evidence, usually a conviction. Debarment is usually three (3) years in length. The name of the debarred contractor may be published as ineligible on the System for Award Management (SAM), which is a website

administered by the U.S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

Suspension is the process of determining that a contractor is ineligible to receive contract awards based upon adequate evidence, usually an indictment. Suspension is a temporary measure having a 12-month limit. It is usually used pending completion of an investigation or legal proceedings. The name of the suspended contractor will be published as ineligible on the System for Award Management (SAM), which is a website administered by the U.S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

28. CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:

a) The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.

b) Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	$2,000,000
Products and Completed Operations	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Or – Combined Single Limit	$1,000,000

i) Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.

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

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

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

the Workers Compensation and Occupational Disease Act, the Contractor shall provide, and shall cause Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

e) Umbrella Liability:

Aggregate Limits $5,000,000

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

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

29. **RESPONSIBLE BIDDER REQUIREMENTS – (Not Applicable)**

On August 8, 2023, the Kane County Board approved a Responsible Bidder Ordinance 23-340 which requires additional information and documentation from responders bidding on public works construction projects.

Included in this bid package is a Responsible Bidder Requirements Form. This document must be filled out and returned with the (bid/proposal). Failure to comply with all submission requirements set forth in Kane County Ordinance No. 23-340 is grounds for the County of Kane to determine that a submission is incomplete, which may result in a determination that Contractor is not a responsible bidder. In accordance with Kane County Ordinance No. 23-340, a Contractor that is actively classified as "pre-qualified" or "qualified" by the Purchasing Department is exempt from the comprehensive submission requirements and is not required to submit a Responsible Bidder Requirements Form.

30. **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.

31. COMMUNICATION DURING THE PROCUREMENT PROCESS

In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the solicitation process. Therefore, from the issue date of any solicitation until the due date of the solicitation, all request for clarification or additional information regarding the solicitation, or contact with County personnel concerning this solicitation or the evaluation process must only be through the Purchasing Department staff. Inquiries will be collected by the Purchasing Department staff who will then submit the inquires to the Department Head responsible for the procurement. Responses by the Department Head to the inquires will be submitted to the Purchasing Department staff who will then distribute the responses to all vendors responding to the solicitation. In this way it will be assured that all vendors participating in the process will be receiving the same information. No contact regarding this solicitation with other County employees, agents of the County or elected officials is permitted unless expressly authorized by the Purchasing Director. A violation of this provision is cause for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

32. **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.

33. **TERMINATION FOR CAUSE:**

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.

In the event of any such termination, the Contractor also will be reimbursed for the charges of independent professional associates and contractors employed by the

Contractor to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses not in dispute. Reimbursable expenses mean the actual expenses incurred by the Contractor or the Contractor's independent professional associates or contractors, directly or indirectly in connection with the Project.

34. **LITIGATION:**

Vendors are required to disclose if they have been a party to any lawsuits or arbitration proceedings involving their services within the last five years. Provide status or outcome of any such proceedings disclosed.

35. **HOLIDAY SCHEDULE:**

Kane County is closed for business on the following holidays: New Year's Day; Martin Luther King, Jr. Day; Lincoln's Birthday, Washington's Birthday, Spring Holiday, Memorial Day, Juneteenth, Independence Day; Labor Day, Columbus Day; Veteran's Day, Thanksgiving Day, Day following Thanksgiving Day, Christmas Day, and Day following Christmas.

36. **COMPLAINT AND DISPUTE RESOLUTIONS**:

The vendor and/or his supervisor shall meet with County staff as needed to discuss any problems, complaints, needs, service adjustments, and/or mutual areas of concern.

The Vendor shall faithfully perform all work as set forth in these specifications for Kane County. If the Vendor fails to faithfully execute their work in accordance with the contract and/or a dispute arises as to the quality and/or quantity of work completed, Kane County reserves the right to withhold authorization for payment of completed work until such time that performance has been improved upon, or the dispute resolved. In instances where a dispute cannot be resolved by the Vendor and the Facilities Manager or other appointed designate, the dispute may be resolved by the Kane County Director of Purchasing.

37. **BID DEPOSIT – (Not Applicable)**

BID SECURITY (ELECTRONIC)

When noted in the specifications, bids must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than five (5%) percent of the amount of the Bid, or according to the schedule as provided. A scanned copy should be submitted with the E-Bid response.

During the bid review process, the County may require a bidder to submit the original bid security to confirm authenticity.

38. **EXECUTION OF A PERFORMANCE BOND, PAYMENT BOND & LABOR AND MATERIALS BOND – (Not Applicable)**

When noted in the specifications, the County reserves the right to require the successful bidder to supply a Performance Bond, Payment Bond, and a Labor and Materials Bond within ten (10) calendar days of acceptance of the Vendor's bid by the County. The bonds, unless otherwise specified by the Director of Purchasing, shall be 100% of the total contract price.

39. **FAILURE TO FURNISH BOND – (Not Applicable)**

In the event that the Vendor fails to furnish the abovementioned bonds within ten (10) calendar days after acceptance of the bid by the County, then the bid deposit of the bidder shall be retained by the County as liquidated damages, it being now agreed that said sum is a fair estimate of the amount of damages that said County will sustain due to the Bidder's failure to furnish said bonds.

40. **PROPRIETARY INFORMATION**

Under the Illinois Freedom of Information Act, all records in the possession of Kane County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exception is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The County will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an un-redacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception

41. **SECURITY (GENERAL):** A portion of the work will be performed within secured areas.

A. If requested, the Contractor 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 securing buildings. Only those persons will be allowed to work within the secured areas. All personnel authorized to work within secured areas may be subject to fingerprinting, a criminal security check performed by the County, and/or Criminal Justice Level 4 Security Training and Certification. 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 will 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.

SECURITY (ADULT JUSTICE CENTER:

General.

F. The Contractor and the County understand that adequate security services are necessary for the safety of the agents, employees and subcontractors of the Contractor, as well as for the security of Inmates and Facility staff. The County will provide security services sufficient to enable the Contractor and its personnel safely to provide services called for hereunder.

List of All Persons Names Employed on Project.

G. The County and the Sheriff shall receive a list of the names of all the people that will be employed by the Contractor on this project. Aside from the names, the contractor shall also supply the individuals' sex, race, date of birth, and driver's license number and driver's license state.

H. The County and the Sheriff shall reserve the right to run complete criminal background history checks on all people assigned to the project and who will be working inside of the Adult Justice Center. The criminal background history checks shall include, but not be limited to the following:

I. Check of wants and warrants in Illinois

J. Check of wants and warrant through the National Computer System (NCIC)

K. Check of Computerized Criminal History (CCH)

L. If requested to do so, all employees of the contractor and subcontractor assigned to this project shall be requested to submit to supplying a complete set of fingerprints if requested by the County or the Sheriff. **Employees of the Contractor and Subcontractor assigned to this project may be requested to submit to a drug test if requested by the County or the Sheriff.**

M. The County or the Sheriff reserves the rights not to allow employees of the Contractor or any Subcontractor onto the premises should a criminal background check reveal a positive response.

Transportation Off-Site.

N. County and Sheriff will provide security as necessary and appropriate in connection with the transportation of any Inmate between the Facility and any other location for off-site services as contemplated herein.

CRIMINAL BACKGROUND HISTORY CHECKS.

O. Contractors acknowledge that the "Adult Justice Center" is located in the public building and subject to security procedures and that the Adult Justice Center or other Kane County facility security takes precedence over the rights of the Contractors or Licensee.

P. The County will be running criminal background history checks on all personnel assigned to this contract that will be or could be working inside any of the Kane County government buildings. The criminal background checks and all cost associated with the inquiries will be the sole responsibility of the County. Whenever a new employee is assigned to the County, a background check shall be run by the County before the employee may start work.

1. The criminal background history checks will include but are not limited to the following:
   a. Check of wants and warrants in Illinois.
   b. Check of wants and warrants through the National Computer System (NCIC).
   c. Check of Computerized Criminal History (CCH).
2. If requested to do so, any employee of the Contractors assigned to this project will submit to be finger printed by the County.
3. The County of Kane reserves the right not to allow personnel of the Contractors onto any County premises if a criminal background check reveals a positive response.
4. At no time will the Contractors be able to employ personnel to work in any County building, without prior approval from Kane County.

Joint Purchasing Program Initiative:

All public agencies as defined by the Illinois Governmental Joint Purchasing Act, as well as not-for-profit agencies that qualify under Section 45-35 of the Illinois Procurement Code, are eligible to participate in joint purchasing programs.

ILL COMP. STAT. ANN §220/2. Definitions for the purpose of this Act: The term "public agency" shall mean any unit of local government as defined in the Illinois constitution of 1970, any school district, any public community collet district, any public building commission, the State of Illinois, any agency of the state government of the United States, or of any other State, any political subdivision of another State, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body of the agency created by the agreement.

Kane County wants to expand on the current benefits of intergovernmental cooperation on a regional basis. The goal of Kane County Purchasing is to combine the resources and purchasing power of governments and not-for-profit entities to negotiate the most favorable contract terms in order to obtain the best quality products and services at the lowest prices. By purchasing through Kane County Joint Purchasing Contracts, participants will save both time and money by not having to duplicate the formal bidding and request for proposal solicitation process.

Illinois statutes, 525/2 from Ch. 85, par. 1602 (Governmental Joint Purchasing Act), authorizes that any governmental unit may purchase personal property, supplies, and services jointly with one or more other governmental units. All such joint purchases shall be by competitive solicitation as provided in Section 4 of this Act.

STATEMENT OF WORK
BID 26-046-TL – QUANTSTUDIO 5 REAL-TIME PCR SYSTEM

I. OVERVIEW:

The County of Kane is accepting competitive sealed bids from qualified and authorized Vendors for the purchase and delivery of one (1) QuantStudio 5 Real-Time PCR System for the Kane County Forensic Laboratory. This is an all-inclusive bid.

II. INTENT OF SPECIFICATIONS:

The specifications listed below are not meant to exclude any particular manufacturer, product, or brand. The product, delivery, and service shall be all-inclusive and complete in all details, including all minor items and accessories or devices necessary for the completion of the sale and services per specifications. Reference to brand names and part numbers is descriptive, but not restrictive; unless otherwise specified, it is understood that the product or service being offered shall meet, exceed, or "Approved Equal" the requirements specified within this bid document.

This procurement posting also aims to confirm with the vendor's community whether the proposed purchase, other related instruments, and consumables are indeed or perhaps a sole-source.

A. SPECIFICATIONS:

Vendors shall provide supporting documents and fully state such deviations or exceptions to the proposed vehicle as part of their bid response. The Vendor shall comply with the true intent of the specifications and not take advantage of any unintentional error or omission. Should the Vendors observe any discrepancy, ambiguity, omission, or be in doubt as to the intention and meaning of any portion of the product specifications and requirements, they should report such to the Kane County Purchasing Office. Clarifications, corrections, and additional information will be made available via addenda.

1. BASE BID

The County of Kane requires a QuantStudio 5 Real-Time PCR System. This is an all-inclusive turnkey bid. The standard specifications and features include the following:

1) can scan barcodes
2) is widely accepted for forensic use
3) meets ISO 13485 standards
4) uses real-time PCR
5) will flag low-quality DNA
6) is a single unit
7) has user-friendly software with cloud connectivity
8) can have an optional extended yearly service contract

III. INSTRUCTIONS & REQUIREMENTS:

A. Additional Information

Vendors shall provide literature, operations manual, and other pertinent information on their proposed system if other than specified or "Approved Equal" and submit it with their bid response. The County would like to utilize the vendor's expertise and knowledge within the specifications and/or descriptions of the system sought for efficiency, a best-fit system for our facility operations, and cost savings.

As the "Approved Equal" is specified, various other than specified will be considered. Vendors shall provide documentation and fully state such deviations or exceptions to the proposed system or unit as part of their bid response. The Vendor shall comply with the true intent of the specifications and not take advantage of any unintentional error or omission. Again, should the Vendor observe any discrepancy, ambiguity, omission, or be in doubt as to the intention and meaning of any portion of the product specifications and requirements, they should report such to the Kane County Purchasing Office.

IV. SPECIAL PROVISIONS:

1. Bid Pricing:

Bid pricing shall be all-inclusive. No additional cost will be paid by the County, which includes but is not limited to administrative charges, fuel charges, freight/shipping or handling charges, and any other costs associated with providing the products and services unless specified directly on the Offer to Contract Form.

2. Delivery:

Delivery of products and services shall be (FOB Destination) to the Kane County location listed as follows:

Kane County Forensic Laboratory
37W755 IL-38, Suite A
St. Charles, IL 60175

3. Award:

It is the intention of Kane County to make a single award to the most responsive and responsible bidder providing the lowest pricing meeting the specifications and contract requirements. Kane County reserves the right to add additional parts or services if it is in the best interest of the County to do so and to compare or accept pricing of all known cooperatives available to local government in Illinois and/or to evaluate by but not limited to: bid completeness, cost and compliance with specifications, lead-time and delivery, references, optional cost for warranty, training and ongoing maintenance and upgrades.

4. Approved Equal:

Throughout the specifications, whenever reference is made to a specific make, model, brand name, catalog number, etc., it is only for the purpose of establishing a product's grade or quality. Since Kane County does not wish to rule out other competition, the phrase "or approved equal" is added. **An "approved equal" is equal to or superior in grade or quality**. Kane County will be the sole judge as to what is an "approved equal" and what is not.

THE ADHERENCE TO ALL CONDITIONS, QUALIFICATIONS, REQUIREMENTS, AND STATEMENTS OF WORK OF THIS BID IS REQUIRED. THE VENDORS SHALL BE RESPONSIBLE FOR CONFIRMING THE ACCURACY OF ALL FIELD MEASUREMENTS AND EQUIPMENT AS STATED IN THE STATEMENT OF WORK, REQUIREMENTS, AND INSTRUCTIONS. THE VENDORS SHALL IMMEDIATELY BRING TO THE OWNER'S ATTENTION IF ANY DISCREPANCIES ARE NOTED ON THIS PROJECT.

This is an electronic bid submittal, and bidding documents are available online to download at https://www.bidnetdirect.com/illinois/kanecounty and Adobe PDF electronic file format of the mechanical inventory list will be made available upon request via e-mail. The Vendors shall visit and register (*registration is free to all vendors*) at the above link to obtain the Invitation to Bid, document titled: ***Bid 26-046-TL – QuantStudio 5 Real-Time PCR System***

5. Offer to Contract Form:

Vendors are required to use the **Offer to Contract Form** to submit a response along with documents under the bidding requirements specified in the *Scope of Work* and other bidding requirements as specified. This form must be signed. The following are mandatory submittals if awarded the service contract, which include a certificate of Insurance per Kane County requirements, Contractor Disclosure, and Familial Relationship Statements. Please reference the attached samples for submittal requirements.

6. Litigation:

Vendors are required to disclose if they have been a party to any lawsuits or arbitration proceedings involving their services within the last five years. Provide a written statement on any pending litigation, please refer to section 34 of the bid's terms and conditions for additional requirements.

V. RESPONSE INSTRUCTIONS

Bid Forms

Vendors are required to use only the Kane County Offer to Contract Form to submit a response and supporting documents, pages (21 - 29). Attach all required submittal documents and pertinent information as requested in this bid package and project manual. Vendors shall reference the above response or submittal instructions for more information.

An original bid response (with all required submittal documents) must be submitted electronically at: https://www.bidnetdirect.com/illinois/kanecounty prior to the submittal date and time. Please upload your bid response through Bidnet Direct, labeled as " **BID 26-046-TL – QuantStudio 5 Real-Time PCR System**" before the deadline on **Wednesday, July 1, 2026, at 10:00 a.m. CST**.

QUESTIONS

ALL QUESTIONS PERTAINING TO THIS REQUEST AND/OR THE SCOPE OF SERVICES SHOULD BE DIRECTED TO THE PURCHASING OFFICE AS LISTED ON THE COVER SHEET, NO LATER THAN JUNE 24, 2026, AT 10:00 A.M., E-MAIL AT PURCHASING@KANECOUNTYIL.GOV

BIDS MUST BE SUBMITTED ELECTRONICALLY AT HTTPS://WWW.BIDNETDIRECT.COM/ILLINOIS/KANECOUNTY

KANE COUNTY

OFFER TO CONTRACT FORM

BID 26-046-TL – QuantStudio 5 Real-Time PCR System

Bid Due Date & Time: 10:00 a.m. CST on Wednesday, July 1, 2026.

Proposals must be submitted electronically to https://www.bidnetdirect.com/illinois/kanecounty

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

Submitted By: Life Technologies Corporation

I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities, and other contract documents, to irrevocably offer to furnish the products, materials, equipment, and services in compliance with all terms, conditions, specifications, and amendments contained in this 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, Instructions to Bidders, and specifications.*

1. *The vendor has examined the Responsible Bidder Ordinance (RBO – Section 29), Contractor Disclosure (Section 30), and Familial Relationship (attached Public Act 101-0544) of the Instruction to Bidders, and has included or provided a certified document list 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 and compliance with Public Act 101-0544.*

B. For purposes of this offer, the terms Offerer, Bidder, Contractor, and Vendor are used interchangeably.

II. In submitting this Offer, the Vendor acknowledges:

A. All bid documents have been examined: Instructions to Bidder, Statement of Work, and the following addenda: No.1_____, No. _____, No._____, No._____, No._____,

B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting the 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.

D. If a Prevailing Wage Act or Davis Bacon Act is required for the project, the responsive bidders must include with their bid a separate sheet showing trades to be employed and

E. wage rates to be paid

III. **BID FORM** - The Vendor agrees to furnish and deliver one (1) QuantStudio 5 Real-Time PCR System per bid specifications as follows:

Item No	Description	Min QTY	Unit Cost
1	QuantStudio™ 5 Real-Time PCR System for Human Identification, 96-well, 0.2 mL, desktop	1	$63, 632.00
2	HID Real-Time PCR Analysis Software v1.4	1	$13, 201.70
3	ABY™ Dye Spectral Calibration Plate, 96-well	1	$0
4	JUN™ Dye Spectral Calibration Plate, 96-well	1	$0
5	QuantStudio™ 3/5 10-Dye Spectral Calibration Kit	1	$0
6	TaqMan™ RNase P Instrument Verification Plate, 96-well (for 0.2 mL block)	1	$0
7	MicroAmp™ Optical 96-Well Reaction Plate with Barcode	1	$0
8	MicroAmp™ Optical Adhesive Film	1	$0
9	MicroAmp™ Optical Adhesive Film Kit	1	$0
10	Quantfiler Trio Kit (400rxn)	1	$2, 934.25
11	Optional AB ASSURANCE, QSTUDIO5, 0.2ML	2 ~~1~~	$7, 672.70
12	Install Training for HID-QS5	1	$4,733.60

*Updated on 7/7/26

TC

A TOTAL LUMP SUM OF: $100,651. 58 **$** _____

ADDITIONAL COMMENTS/EQUIPMENT PROPOSED:

Lump sum is inclusive of Shipping & Handling charges. Please see quotation S6314169 for additional details.

Shipping & Handling: $804.63

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. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE SHALL SIGN THIS SECTION.**

N/A

Signature _____ Typed Signature Tina Cahill

Company Life Technologies Corporation

Address/City/State 5781 Van Allen Way, Carlsbad CA 92008

Phone # 800-955-6288 Email Customercare@thermofisher.com

Federal I.D./Social Security # 33-0373077 Date 06/30/2026

ACCEPTANCE

The Offer is hereby accepted for the **BID 26-046-TL – QuantStudio 5 Real-Time PCR System.** The Vendor is bound to provide the services and materials listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specifications, and amendments, and the vendor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number **BID *26-046-TL***. The Vendor has been cautioned not to commence any billable work or to provide any supplies or services until said vendor receives a purchase order and or notice to proceed.

_____ _____

Corinne Pierog, MA., MBA Date
Chairman, County Board
Kane County, Illinois

BID SUBMITTALS CHECKLIST

The undersigned Vendor acknowledged and verified that all required documents, statements, and all certificates meeting the County's requirements are included in their bid response. The vendor shall check the following required submittal items checklist to assure the completeness and in order to assemble their bid response.

X____: SIGNED BID OFFER TO CONTRACT FORM with all supporting documents (pages 21-29), including the vendor bid form, as applicable.

_____: VENDOR DISCLOSURE STATEMENT (mandatory submittal if award of contract)

_____: VENDOR FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT (mandatory submittal if award of contract)

X____: PROOF OF CURRENT CERTIFICATE OF INSURANCE (Submit current coverages with bid response). The actual certificate of insurance that meets the County's requirements including naming the County of Kane, as a certificate holder and an additional name insured with required policy endorsements, shall be submitted before issuing of award and contract execution. (See attached sample, a required submittal if award of contract)

X____: REFERENCES & CONTACT INFORMATION

X____: ONE (1) ORIGINAL BID MUST BE SUBMITTED ELECTRONICALLY THROUGH BIDNET DIRECT.

Vendor/Agency: _____

Address/City/State: _____

Phone # _____ Email _____

VENDOR CERTIFICATION

This information is collected for reporting purposes only and will not have any influence on vendor selection. It is required by the State of Illinois. Please check any of the following boxes that apply to the ownership of your firm.

- ☐ Minority-owned Business (MBE)
- ☐ Woman-owned Business (WBE)
- ☐ Business Enterprise Program (BEP)
- ☐ Small Disadvantaged Business (SDB)
- ☐ Kane County Local Business
- ☐ Veteran-owned Business Enterprise (VBE)
- ☐ Service-Disabled Veteran-owned Business Enterprise (SDVBE)
- ☐ Veteran-owned Small Business (VOSB)
- ☐ Persons with Disabilities-owned Business Enterprises (PDBE)
- ☒ N/A – These categories do not apply to my business

Please Note: It is required that you check at least one box.

REFERENCES

QUANTSTUDIO 5 REAL-TIME PCR SYSTEM For
KANE COUNTY BOARD, Geneva, Illinois

List below businesses or other organizations for which you have provided comparable services within the last three years:

Offeror's Name: Life Technologies Corporation

1. Organization: Indian River Crime Lab
   Address: 4602 Kirby Loop Rd
   City, State, Zip Code: Fort Pierce, FL 34981
   Telephone Number: 772-672-8944
   Contact Person: Julie Casals
   Description of Project: Casework Date of Project 2025-2026
   E-mail Address: casalsj@ircrimelab.org
2. Organization: Glendale Police Department
   Address: 131 N Isabel St
   City, State, Zip Code: Glendale, CA 91206
   Telephone Number: 818-937-8600
   Contact Person: Catherine Nguyen
   Description of Project: Casework Date of Project 2025-2026
   E-Mail Address: cnguyen@glendaleca.gov
3. Organization: Oklahoma State Bureau of Investigation
   Address: 800 E 2nd Street
   City, State, Zip Code: Edmond, OK 73034
   Telephone Number: 405-715-9548
   Contact Person: Todd Lindsey
   Description of Project: Casework Date of Project 2025-2026
   E-Mail Address: todd.lindsey@osbi.ok.go
4. Organization: _____
   Address: _____
   City, State, Zip Code: _____
   Telephone Number: _____
   Contact Person: _____
   Description of Project: _____ Date of Project _____
   E-Mail Address: _____

CONTRACTOR DISCLOSURE

As of (Today's Date), ABC Company, to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12-month period.

Below is a list of shareholders or owners, with at least 5% holdings in ABC Company:

Mr. John Smith 456 Second Street Geneva, IL 60134	50%
Ms. Sue Jones 456 Second Street Geneva, IL 60134	50%

_____ _____

Officer Date

Title

Subscribed and Sworn this _____ day of _____, 2025

_____

Notary Public

SAMPLE

FAMILIAL RELATIONSHIP DISCLOSURE

As of (Today's Date), ABC Company, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12-month period. "Familial Relationship" is defined in Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than $30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

_____ _____

Officer Date

Title

Subscribed and Sworn this _____ day of _____, 2025

_____

Notary Public

SAMPLE

NO-BID/RFP/RFQ RESPONSE

BID 26-046-TL
QuantStudio 5 Real-Time PCR System

In the event that your organization chooses not to submit a response to this solicitation, the Kane County Purchasing Department is interested in the reasons why vendors/consultants have chosen not to submit a bid or proposal response in order to better serve the taxpayers of Kane County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- ☐ Could not meet the specifications.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements too restricting.
- ☐ Bond requirements too restricting.
- ☐ Scope of services not clearly understood or applicable (too vague, too rigid, etc.).
- ☐ Project not suited to our organization.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid/proposal response.
- ☐ Restricted specifications. A Sole-Source (we could not meet the requirement)
- ☐ Other (please specify):

_____

_____

_____

_____

_____

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

Please send your response to: purchasing@KaneCountyIL.gov

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/3/2015

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
XYZ Insurance Company

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AM Best A Rated Carrier	
INSURER B : AM Best A Rated Carrier	
INSURER C : AM Best A Rated Carrier	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ABC Company

COVERAGES **CERTIFICATE NUMBER:** 1738544639 **REVISION NUMBER:**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	Y	ABC123	12/1/2014	12/1/2015	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$1,000,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY	Y	Y	ABC123	12/1/2014	12/1/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			ABC123	12/1/2014	12/1/2015	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	Y	ABC123	12/1/2014	12/1/2015	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

RE: Job No./Event/Project
PLEASE INCLUDE COPY OF ENDORSEMENTS

County of Kane is included as additional insured on a primary/non-contributory basis for Commercial General Liability as required by written contract (Per CG 2010 & CG2037 or equivalent).
Waiver of Subrogation on General Liability, Auto, & W.C in favor of the additional insureds as required by written contract.

CERTIFICATE HOLDER

County of Kane
719 Batavia Ave., Bldg 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

Your Authorized Signature

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ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A Statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location(s) of Covered Operations
SAMPLE	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who is an Insured** is amended 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", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. 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
2. That portion 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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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

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
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended 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 hazard".

SAMPLE

© ISO Properties, Inc., 2004

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

CG 20 01 04 13

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Primary & Non-Contributory coverage is required in all of our Templates.

ThermoFisher SCIENTIFIC
The world leader in serving science

County of Kane

Bid No. 26-046-TL
Title: QuantStudio 5 Real-Time PCR System

Life Technologies Corporation

Preliminary Exceptions

ThermoFisher SCIENTIFIC
The world leader in serving science

County of Kane
Bid Number: 26-046-TL
Title: QuantStudio 5 Real-Time PCR System

PRELIMINARY EXCEPTIONS TO SOLICITATION

Life Technologies Corporation respectfully submits the following preliminary exceptions to the above-referenced solicitation. These exceptions are not all-inclusive, and Life Technologies reserves the right to identify additional exceptions or propose modifications during final contract negotiations.

1. General Exception

Please note that the final governing terms and conditions will consist of a combination of the terms and conditions of the ITB, as modified by this Preliminary Exceptions to Solicitation and Life Technologies' Terms and Conditions of Sale and Instrument Services Terms and Conditions available at www.thermofisher.com/termsandconditions, to the extent allowable under the applicable Illinois law.

2. Payment/Invoice Submission (Section 9 & 10)

Payment/ Invoice Submission Life Technologies' standard payment terms are **Net 30 days** from the invoice date. Life Technologies cannot accept County-specific invoice prerequisites that delay or condition payment beyond these standard terms.

3. Indemnification (Section 18)

Life Technologies indemnity is limited to:

(i) third-party bodily injury or property damage caused by Life Technologies' negligence, and

(ii) U.S. intellectual property infringement by products as delivered.

No broader indemnity is accepted. Life Technologies' indemnification obligations are defined in **Section 9 – Indemnification** of Life Technologies' Terms and Conditions of Sale.

4. Default (Section 19)

Life Technologies takes exception to the statement that time is of the essence and to any right to charge Life Technologies Corporation for cover, substitute purchases, penalties, or other losses arising from delayed delivery or performance. Delivery dates and lead times are estimates only. Kane County's remedies for delay shall be limited to those expressly agreed by the parties in the resulting contract, and Life Technologies Corporation shall not be liable for delays caused by circumstances beyond its reasonable control, product availability, supply chain constraints, or other force majeure events.

5. Inspection (Section 20)

Life Technologies takes exception to any inspection or rejection right based on implied warranties. Any inspection, acceptance, rejection, return, correction, or replacement rights

shall be governed exclusively by Life Technologies Corporation's express limited warranty and return terms. Reference to "implied" warranties is deleted.

6. Warranties (Section 21)

Life Technologies provides its standard limited warranty, which offers repair, replacement, or refund of the purchase price as the exclusive remedy. All implied warranties, including merchantability and fitness for a particular purpose, are disclaimed. Products supplied under this solicitation will be covered exclusively by Life Technologies' standard manufacturer warranties. Details are set forth in **Section 8 – Warranties** of Life Technologies' Terms and Conditions of Sale.

7. Prevailing Wage Rates (Section 24)

Life Technologies provides commercial equipment and related services only and is therefore not subject to prevailing wage or certified payroll requirements.

8. Royalties and Patents (Section 25)

Life Technologies provides only its standard intellectual property indemnities for products as delivered and rejects open-ended obligations for customer-selected combinations, modifications, or uses outside product specifications. Intellectual property rights and obligations are described in **Section 11 - Intellectual Property** of Life Technologies' Terms and Conditions of Sale.

9. Insurance (Section 28)

Life Technologies provide a **Certificate of Insurance** evidencing commercially reasonable coverage, including blanket Additional Insured and Primary/Non-Contributory status where required by the final contract. However, Life Technologies cannot agree to bespoke endorsements, copies of insurance policies, or notice requirements beyond what its insurance carriers permit. All insurance obligations must align with Thermo Fisher Scientific's internal risk management guidelines to remain enforceable and administratively feasible.

10. No Joint Purchasing Options

The products and pricing offered under this solicitation are valid solely to Kane County in connection with its direct purchasing activities, unless Life Technologies expressly agrees in writing to extend them to another entity. Life Technologies hereby expressly declines participation in any cooperative purchasing arrangement that may be extended through third parties, including governmental, non-profit, quasi-governmental, or other entities.

11. Statement of Work: Special Provisions (IV)

Delivery (Section 2)

Delivery will be FOB (Shipping Point) with risk of loss passing to Kane County upon shipment.

ThermoFisher SCIENTIFIC
The world leader in serving science

County of Kane

Bid No. 26-046-TL
Title: QuantStudio 5 Real-Time PCR System

Life Technologies Corporation
Sales Terms

TERMS AND CONDITIONS OF SALE

Unless otherwise expressly agreed in writing, your purchase of products is subject to the following terms and conditions:

Note: Life Technologies Corporation is referred to herein as "we" "us" or "our" and Customer is referred to as "you" and "your".

1. Agreement Terms

1.1 General Terms. These terms and conditions ("Terms"), our quotation (if any) and Supplementary Terms, if any, comprise the agreement ("Agreement") between you and Life Technologies Corporation. You agree to accept and be bound by the Agreement by ordering products on thermofisher.com or if you receive ordering or sales documents that reference these Terms. This Agreement is the complete and exclusive contract between us with respect to your purchase of the products.

1.2 Supplementary Terms. Some of our products are subject to additional software licenses, limited use label licenses or other written contract terms that you will not find here ("Supplementary Terms"). You will find any Supplementary Terms that apply to your purchase in our quotation to you, on thermofisher.com, or in literature that accompanies the product. You can also obtain copies from Customer Services.

1.3 Terms Conflict. If any conditions within the Agreement documents conflict with each other, we will give them the following priority: (a) the quotation; (b) any applicable Supplementary Terms; and (c) finally these Terms. We expressly reject any different terms or provisions contained in any document you provide, and if the terms and conditions in this Agreement differ from the terms of your offer, this Agreement will serve as the governing terms for our contract.

1.4 When Agreement takes Effect. The Agreement between us is created when you receive email confirmation that we have accepted your order.

2. Price

2.1 Determining Price. We may change our prices at any time without notice. Prices we quote you are valid for 30 days, unless we state otherwise in writing. If no price has been specified or quoted to you, the price will be the product price on thermofisher.com in effect at the time we accept your order.

2.2 Taxes and Fees. Our product prices do not include any taxes (including VAT), duties, levies or other government fees that may apply to your order. If they apply, it will be your responsibility to pay them. If we pay them, we will add them to your invoice. If you claim any exemption, you must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

2.3 Delivery Fees; Freight Policy. You are also responsible for standard delivery and handling charges, if applicable, and our product prices do not include such charges unless expressly stated. If we pay such charges, we will also add these to your invoice.

3. Cancellation and Changes

Once you have placed your order, you cannot cancel or change it without our written consent.

4. Payment

4.1 Payment Terms. We will invoice you for the product price and all other charges due when we ship you the products. Unless we have agreed otherwise in writing, you will pay us within 30 days from your receipt of invoice. Each order is a separate transaction, and you may not off-set payments, including from one order against another. We reserve the right to require you to make full or partial payment in advance, or provide other security to our satisfaction, if we believe in good faith that your financial condition does not justify the payments terms otherwise specified. You will make all payments in the currency specified in our invoice to you. You may make payments via ACH or other electronic interface that directly exchanges funds between your bank account and ours; checks mailed to one of our lockbox remittance locations; or a credit card at the time of purchase. We will not accept credit card payments made after the time of your purchase.

4.2 Late Payment. If you are late in making payment then, without affecting our other rights you will make payment to us, upon our demand, of a late-payment charge. The late payment charge will be calculated as interest on the sums due from the payment due date until you make payment in full, at the rate of 1.5% per month, or, if less, the maximum amount allowed by law and will also include our reasonable costs of collection (including collection agency fees and attorneys' fees). We also reserve the right to cancel or stop delivery of products in transit and withhold shipments in whole or in part if you do not pay us when due, or if you otherwise do not perform your obligations in this Agreement.

5. Delivery

5.1 Delivery. We will ship products to the destination you specify in your order, FCA Incoterms 2010 our shipping point. By agreeing to these Terms, you (i) give your consent for us to arrange for carriage for all products supplied hereunder on your behalf; and (ii) waive your right to arrange carriage or to give us any specific instructions regarding carriage. We may, in our discretion, make partial shipments and invoice each shipment separately. Our shipping dates are approximate only, and we will not be liable for any loss or damages resulting from any delay in delivery. You may not refuse delivery or otherwise be relieved of any obligations as the result of such delay. If our delivery of a product to you is delayed due to any cause within your control, we will place the delayed products in storage at your risk and expense.

6. Risk of Loss and Title

Excluding software incorporated within or forming part of a product, which we or our licensors continue to own, title to and risk of loss of the products will pass to you when we load them onto the commercial carrier at our facility.

7. Returns and Shortages

7.1 Returns. Customer Services must pre-authorize all product returns. Customer Services will approve return of any product that is damaged or defective on receipt, provided you contact Customer Services within five days after receiving the product and provided such damage or defect has not been caused by any failure by you or the carrier to handle or store products using reasonable care or as otherwise indicated on the label. If you do not contact us within this five day period, we will deem the product to be accepted, but you will not lose any warranty rights.

7.2 Product-Credit Eligibility. If we exercise our discretion to authorize a product for return then the product must arrive at our facilities in a condition satisfactory for resale. Any return not due to our error is subject to a restocking charge of 25% of the sale price. We do not credit shipping charges.

You will not receive credit for any product returned without our prior consent.

8. Warranties

8.1 Limited Warranties for Consumables and General Labware. Unless a different warranty is included in applicable Supplementary Terms or product literature or on the relevant thermofisher.com product pages, we warrant that each consumable and item of general labware will meet its specifications in our published catalogs or associated Supplementary Terms. This warranty lasts from the time we ship the consumable or item of general labware until the earlier of: (a) the consumable's or item of general labware's expiry or "use by" date; and (b) its specified number of uses. If we do not specify the expiry date, the number of uses, or a different warranty period, the warranty will last for twelve (12) months from the date we ship the product.

8.2 Limited Warranties for Instruments. Unless a different warranty is included in applicable Supplementary Terms, or in the applicable quotation, we warrant that instruments will be free of defects in materials and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for twelve (12) months from the date we ship the instrument to you, or in the case of instruments that require installation by our personnel, twelve (12) months from installation, but in no event longer than fifteen (15) months from the date we ship the instrument to you.

8.3 Limited Warranty for Spare Parts. We also warrant that spare parts you purchase from us and that we install, or are installed by a company we have certified as an authorized installer, will be free of defects in materials and workmanship for three (3) months from the date we deliver them, or, if longer, the original warranty period of the instrument in which the part is installed. We do not provide warranties for parts that you do not purchase from us or that we do not install. These parts are provided "as is".

8.4 Exclusions. In addition to our exclusion for third party products as set out in Section 8.7 of these Terms, our warranties do not apply to (a) normal wear and tear; (b) accident, disaster or event of force majeure; (c) your misuse, fault or negligence; (d) causes external to the products such as, but not limited to, power failure or electrical power surges; (e); instruments sold to you as 'used' products; (f) installation, removal, use, maintenance, storage, or handling in an improper, inadequate, or unapproved manner by you or any third party (including the carrier), such as, but not limited to, failure to follow our instructions or operating guidelines, or protocols, operation outside of stated environmental or use specifications, or operation or contact with unapproved software, materials, chemicals or other products; or (g) products manufactured in accordance with specifications you gave us. ADDITIONALLY, ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN US WITHOUT OUR PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS WE HAVE NOT SUPPLIED, WILL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS.

If we determine that products for which you requested warranty services are not covered by the warranty, or if we provide repair services or replacement parts that are not covered by this warranty, you will pay or reimburse us for all costs of investigating and responding to such request at our then prevailing time and materials rates.

8.5 Limitations.

(A) OUR WARRANTIES EXTEND ONLY TO YOU, THE ORIGINAL PURCHASER AND YOU CANNOT TRANSFER THEM. OUR OBLIGATION TO REPAIR OR REPLACE A PRODUCT IS YOUR SOLE REMEDY.

(B) EXCEPT AS OTHERWISE STATED, WE DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES

(a) OF MERCHANTABILITY;
(b) OF FITNESS FOR ANY PARTICULAR PURPOSE; AND/ OR
(c) THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

8.6 Remedies. During the applicable warranty period only, for products not meeting our warranty, we agree, in our sole discretion, to repair or replace the non-conforming product and/or provide additional parts as reasonably necessary to comply with our warranty obligations, but you must first promptly notify us in writing when you discover any defect or non-conformance, and include in the notice clear details of your warranty claim. After our review, assuming we authorize the product return, we will provide you with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions that you must follow. For valid product warranty claims timely made in accordance with this Agreement, you must return the non-conforming products to us, unless we agree otherwise, and we will prepay the shipping costs. For instruments only, we may choose to provide you with new or refurbished replacement parts. All replaced parts will become our property. We will ship your repaired or replacement products according to our Delivery terms in Section 5 of these Terms.

8.7 Third Party Products. We do not support or make any warranties about products manufactured or supplied by third parties that you purchase through any of our sales channels. When you buy a third party product, we will let you know that this purchase is governed by the third-party's own contract terms. You must look directly to the relevant third-party manufacturer for product support, warranties, and to make warranty claims. We agree, however, to assign to you any warranty rights we may receive from the original manufacturer or third party supplier, to the extent the original manufacturer or third party supplier allows.

9. Indemnification

9.1 Our Indemnity.

(A) Our Infringement Indemnity. We will defend and indemnify you against infringement damages finally awarded in any legal action brought by a third party against you alleging infringement of any intellectual property rights owned by third parties arising directly and solely from a product, as manufactured and provided by us to you, but always excluding use and/or combination of such product with other products or components. This infringement indemnity does not apply to (a) claims that arose based on your failure to comply with the Agreement; (b) claims that arose based on your failure to acquire any applicable additional intellectual property rights related to your use of the products ("Additional Rights"); (c) products that we made, assembled or labeled in reliance upon your instructions, specifications, or other directions; (d) your use or resale of products; (e) modifications made by you or any third party; or (f) products originating from third parties.

THIS INDEMNITY IS OUR ONLY LIABILITY TO YOU, AND, SUBJECT TO SECTION 11.4 OF THESE TERMS, YOUR ONLY REMEDY, FOR ANY INFRINGEMENT OR CLAIMED INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS BY OR IN CONNECTION WITH ANY PRODUCT.

(B) Conditions to Our Indemnity. As a condition to our indemnification obligations you must (a) notify us in writing, as soon as you become aware of any claim; (b) not admit any liability or take any other action in connection with the claim that could affect the defense; (c) allow us to solely control the defense or settlement of the claim; (d) give us your reasonable information, co-operation and assistance; and (e) take all reasonable steps to mitigate losses incurred, including allowing us to exercise any and all of options set out in Section 11.4 of these Terms.

9.2 Your Indemnity of Us. If a third party makes a claim against us for infringement of its intellectual property rights based on (a) our manufacture or sale of a product or custom product we make under your instructions, specifications, or other directions, or using materials that you provide to us, (b) your failure to comply with the Agreement, (c) your failure to acquire any applicable Additional Rights, or (d) your modification, use or resale of a product, then you will indemnify and hold us harmless from and against any and all claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees and other costs of defending and/or settling any action) that we may have to pay as a result of the claim.

10. Software

10.1 Definitions. With respect to any software products incorporated in or forming a part of our products, you understand and agree that we are licensing such software products and not selling them, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "you" is understood and agreed to mean "licensee". We, or our licensor, as applicable, retain all rights and interest in software products we provide to you.

10.2 License. We hereby grant to you a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software we provide to you under this Agreement solely for your own internal business purposes on the hardware products we provide you hereunder, and to use the related documentation solely for your own internal business purposes. This license will automatically terminate when your lawful possession of the associated hardware products provided hereunder ceases, unless earlier terminated as provided in this Agreement.

10.3 Restrictions. You agree to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. You may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without our prior written consent. We will be entitled to terminate this license if you fail to comply with any term or condition herein.

10.4 Return of Software and Documentation. You agree, upon termination of this license, immediately to return to us all software products and related documentation provided hereunder and all copies and portions thereof.

10.5 Third Party Software. The warranty and indemnification provisions set forth in this Agreement will not apply to third party owned software products we provide you. We agree, however, to assign to you any warranty rights we may receive from the original developer or third party supplier, to the extent the original developer or third party supplier allows.

11. Intellectual Property

11.1 Use Limitations. As between you and us, we exclusively own all intellectual property rights relating to our products and services. Unless we expressly state otherwise in Supplementary Terms, our sale of products to you grants you only a limited, nontransferable right under our intellectual property to use the quantity of products purchased from us for your internal research purposes. No right to transfer, reverse engineer, decompile, disassemble, distribute or resell our products or any of their components is conveyed expressly, by implication, or by estoppel. Unless expressly permitted by us in writing, you will not modify, change, remove, cover or otherwise obscure any of our brands, trade or service marks on the products. Nothing in the Agreement limits our ability to enforce our intellectual property rights.

11.2 Commercial Applications; Additional Rights. Unless we expressly state otherwise in Supplementary Terms, we give no rights to use our products in any commercial application, including manufacturing, quality control, commercial services such as reporting the results of your activities for a fee or other consideration, or in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. If you need commercial use rights in respect of our products (including the right to perform fee-for services), please contact our out-licensing department at outlicensing@thermofisher.com. Where your use of our product is outside the scope of the Agreement, it is solely your responsibility to acquire Additional Rights.

11.3 Intellectual Property Ownership. Unless otherwise specified in applicable Supplementary Terms, we exclusively own all intellectual property rights in any inventions (patentable or otherwise), discoveries, improvements, data, know-how, or other results that are conceived, developed, discovered, reduced to practice, or generated by or for us, or jointly by you and us, in relation to processes, designs and methods utilized in manufacture of a custom product. You agree to transfer and assign to us all your right, title, and interest in and to any joint intellectual property. At our request and at our expense, you will help us secure and record our rights in such intellectual property.

11.4 Intellectual Property Infringement. We want to avoid claims of intellectual property infringement. If we believe a product we have sold to you may be subject to a claim for intellectual property infringement, you must allow us (at our option) to either (a) secure for you the right to continue using the product; (b) substitute the product with another suitable product with similar functionality; or (c) tell you to return the product to us and we will refund to you the price you paid. In the case of instruments, we will take off a reasonable amount for the instrument's use, damage or because it is now out of date or out of use.

12. Custom Products

12.1 Declining to Make or Deliver. If you ask us to manufacture a custom product, we may decline to design or manufacture that product at any stage of the process if the product is unsuitable or commercially impractical to manufacture as specified. If so, we will notify you, and you will not be obligated to pay any fees for any expenses we incurred in connection with the declined product. If a custom component or material fails, we may delay or cancel a custom product's delivery without liability to us.

12.2 Your Responsibilities. By submitting an order for a custom product, you represent and agree that you (a) have given us all information you know of regarding any biological, radiological, and chemical hazards associated with the handling, transport, exposure to, or other use of the materials you supply to us; and (b) have the requisite rights, including but not limited to any necessary intellectual property rights, to instruct manufacture of such product.

13. Instrument-Related Services

When you purchase an instrument, we may install it and provide training, maintenance, repairs, or any other services that you and we expressly agree on ("Instrument Services"). We also offer annual and other instrument-service plans. All Instrument Services are subject to our Instrument Services Supplementary Terms. For full details of our instrument-service plans and to obtain a copy of our Instrument Services Supplementary Terms, please check our website and/or contact Customer Services.

14. Limitations and Exclusions of Liability

(A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND) FOR ANY

INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, MULTIPLE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO ALL COSTS OF COVER, LOST PROFITS, LOST DATA, LOSS OF BUSINESS, LOSS OF GOODWILL OR LOSS OF REVENUE) THAT YOU MIGHT INCUR UNDER THE AGREEMENT, OR THAT MAY ARISE FROM OR IN CONNECTION WITH OUR PRODUCTS OR SERVICES, EVEN IF WE HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

(B) IN ADDITION, OUR MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, OR ANY PRODUCT UNIT OR SERVICE, IS LIMITED TO 120% OF THE AMOUNT YOU PAID TO US FOR THE SPECIFIC PRODUCT PURCHASED THAT GAVE RISE TO THE LIABILITY.

(C) THE PROVISIONS ABOVE IN THIS SECTION 14 DO NOT LIMIT OUR LIABILITY THAT CANNOT BE LIMITED BY LAW, INCLUDING BUT NOT LIMITED TO LIABILITY FOR FRAUD AND DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE.

15. Export Restrictions

15.1 Items. You acknowledge that each product and any related software and technology, including technical information we supply you, including those contained in product documents (collectively "Items"), is subject to U.S., EU and local government export controls.

15.2 Export Controls. The export controls may include, among others, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries.

15.3 Compliance Requirements. You must comply with the EAR, and all other applicable laws, regulations, treaties, and agreements relating to the export, re-export, and import of any Item. You must not, directly or indirectly, without first obtaining the required license to do so from the appropriate U.S. government and/or other governmental agencies; (a) export, re-export, distribute or supply any Item to (a) any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S., EU or other local government; (b) any person or entity who is involved in improper development or use of nuclear weapons or of chemicals/biological weapons, or missiles, or in terrorist activities. You will, if we request, provide information on the end user and end use of any Item you export or plan to export.

15.4 Audit Cooperation. You will cooperate fully with us in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and will indemnify and hold us harmless from, or in connection with, your or your consultants', agents' or employees' violation of this Section 15.

15.5 Cancellation of Deliveries. If we suspect that you may be or intend to be in violation of any of this Section 15, we may immediately and without notice cancel any and all deliveries to you.

16. Miscellaneous

16.1 No Assignment. You may not delegate any duties nor assign any rights or claims hereunder without our prior written consent, and any such attempted delegation or assignment will be void.

16.2 Governing Law. The Agreement and performance under it will be governed by the laws of (a) the state of Massachusetts, if you are located in the USA or Canada; or (b) the laws of the country where the selling entity (as specified on your order confirmation from us) is located, if you are not located in the USA or Canada. In the event of any legal proceeding between you and us relating to the Agreement, neither party may claim the right to a trial by jury. Any action arising under the Agreement must be brought within one year from the date that the cause of action arose. The U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded.

16.3 Regulatory Restrictions. In addition to the restrictions set out in Section 11 of these Terms: (a) you must use our products in accordance with our instructions; (b) you are solely responsible for making sure that the way you use our products complies with applicable laws, regulations and governmental policies; (c) you must obtain all necessary approvals and permissions you may need; and (d) it is solely your responsibility to make sure the products are suitable for your particular use.

16.4 Uncontrollable Circumstances. We will not be responsible or liable for failing to perform our obligations under the Agreement to the extent caused by circumstances beyond our reasonable control. In certain situations, we may use our reasonable judgment and apportion products then available for delivery fairly among our customers.

16.5 No Waiver; Invalidity. Our failure to exercise any rights under the Agreement is not a waiver of our rights to damages for your breach of contract and is not a waiver of any subsequent breach. If any provision or part of the Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of the Agreement. No person other than you or us will have any rights under the Agreement.

16.6 Headings. Headings are for convenience only and shall not be used in the interpretation of these Terms.

16.7 Confidentiality. You agree to keep confidential any non-public technical information, commercial information (including prices, without limitation) or instructions (including any gene sequences, oligo types or sequences) received from us as a result of discussions, negotiations and other communications between us in relation to our products or services.

16.8 Notices. Any notice or communication required or permitted under these Terms must be in writing and will be deemed received when personally delivered, or 3 business days after being sent by certified mail, postage prepaid, to a party's specified address.

16.9 Requirement to Reduce to Writing. No waiver, consent, modification, amendment or changes to the terms of the Agreement will be binding unless in writing and signed by both of us. Our failure to object to terms contained in any subsequent communication from you will not be a waiver or modification of our Agreement.

16.10 Severability. Any provision of the Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

Updated November 05, 2024

ThermoFisher SCIENTIFIC
The world leader in serving science

County of Kane

Bid No. 26-046-TL
Title: QuantStudio 5 Real-Time PCR System

Life Technologies Corporation
Service Terms

Instrument Services Terms and Conditions

These terms and conditions apply to instrument services purchased from Life Technologies Corporation ("we" "us" or "our"). If you purchase instrument services from other Thermo Fisher Scientific entities, different terms and conditions may apply. If you have any questions about our quotation, our ordering process, or what terms and conditions apply to your order, please call Customer Services at 1 800 955 6288.

As used in this document, "you" and "your" refer to our Instrument Services customer that appears on the Instrument Services quotation and/or any final Service Plan documents.

1. Contract Terms.

1.1 General Terms. These are the contract terms and conditions under which we sell, and/or provide, our Instrument Services to you ("Service Terms"), unless (i) we specifically designate other terms to apply to a specific service; or (ii) if you and we have entered into a valid, active, written agreement that expressly provides that its terms supersede and replace these Service Terms with respect to the services covered by the other agreement. Any additional or different terms and conditions that you may provide to us, are material alterations and we reject them. These Service Terms collectively with any quotation provided by us constitute the "Agreement." Our offer to sell and/or perform Instrument Services is expressly limited to the terms of the Agreement. By ordering or requesting Instrument Services from us, you agree to accept and be bound by these Service Terms. The Agreement is the complete and exclusive contract between us with respect to your purchase of, or request for, Instrument Services.

1.2. Terms Conflict. If any conditions within the Agreement documents conflict with each other, we will give them the following order of precedence with the document listed first being given a higher order of priority: these Service Terms, the quotation, and, if you are buying a Service Plan, the service level description of the Service Plan.

1.3. When Agreement takes Effect. The Agreement between us is created when we accept your order or request, either by sending a written confirmation or by initiating performance of the Instrument Services.

2. Service Offerings.

2.1. Service Offerings. We offer repair, maintenance, relocation, recertification, training, qualification, and technical and application support services for your instruments and devices (collectively, "Instrument Services").

2.2. Manufacturer Warranty Services. Some of our Instrument Services are provided as part of the limited instrument manufacturer warranty we offer you when you purchase our instrument.

2.3. Service Plans. We also provide post-manufacturer warranty maintenance and repair Instrument Services called "Service Plans". Descriptions of our Service Plans are available at http://www.thermofisher.com/instrumentservices.

2.4. Where we Perform Services. We perform most Instrument Services in your lab, but we may perform some Instrument Services for smaller instruments at one of our facilities.

3. Price.

3.1. Determining Price. For Instrument Services you purchase, the price is shown in our quotation to you. If we do not provide you with a quotation, the price will be the list price that applies to your country on the date we receive your order.

3.2. Taxes and Fees. Our prices do not include any taxes (including VAT), duties, levies or other government fees that may apply to your order. If they apply, it will be your responsibility to pay them. If we pay them, we will add them to your invoice. If you claim any exemption, upon request you must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

3.3. Discounts. If you receive a discount on a Service Plan, your discount is based on maintaining continuous coverage of the instrument during the effective period.

4. Payment Terms.

4.1. Payment Terms. Unless we indicate another period on our quotation, you must pay invoices within 30 days from the invoice date in the currency specified in our invoice. Each order is a separate transaction, and you may not setoff payments from one order against another.

4.2. Late Payment. If you are late in making payment, without affecting our other rights, we may suspend performance or cancel your contract, reject your future orders, and charge you a late-payment charge, from the due date until paid, at the rate of 1% per month (12% per year) or, if less, the maximum amount allowed by law. You agree to pay this late charge upon request.

4.3. Collection Costs. If we appoint a collection agency or an attorney to recover any unpaid amounts, you must pay, to the extent permitted by applicable law, all reasonable costs of collection, including all associated reasonable attorneys' fees.

5. Scheduling.

5.1. Period. Scheduling of Instrument Services is only valid for twelve (12) months from the date of acceptance of the instruments and/or devices.

5.2. Available Times. We provide Instrument Services Monday through Friday, 8:00 a.m. to 5:00 p.m. (local time), excluding holidays.

5.3. Scheduling. We will work with you to schedule Instrument Services at a time that is mutually convenient within the period stated in Section 5.1 above.

6. Decontamination and Safe Working Environment.

6.1. Decontamination Obligations. Before we perform Instrument Services on your instrument, you will fully decontaminate your instrument or its component of radioactive, biological, toxic or other dangerous materials or substances or any material and, if we request, you will submit to us an accurate and completed certificate of decontamination.

6.2. Moving Instrument. If we reasonably request, you agree to move your instrument to another location that we reasonably deem is safe for our employees to perform Instrument Services.

6.3. Biosafety Level-3 and 4 Laboratories. We do not service instruments in biosafety level-3 laboratories, unless we agree otherwise in writing in advance. There may be an additional charge and additional terms for Instrument Services in such facilities. We do not service instruments in biosafety level-4 laboratories.

7. Spare Parts.

7.1. Repair or Replace. We may repair or replace any parts of the instrument based on our reasonable professional judgment.

7.2. New, Used or Reconditioned Parts. We may use new, used, or reconditioned parts. All parts will have the same warranties as new parts. We may retain any replaced part as our property.

8. Service Plans.

8.1. Service Level Descriptions. For service level descriptions of our Service Plans, please go to http://www.thermofisher.com/instrumentservices. The terms of Service Plans that apply to you are incorporated into these Service Terms.

8.2. Instrument Recertification and/or Reinstatement. If your instrument has not been under our warranty or our Service Plan immediately prior to the time of your requested coverage, before we cover your instrument under a Service Plan, we may require instrument recertification and/or may charge you reinstatement. We will provide instrument recertification services on a time-and-materials basis. If applicable, the fees for any such recertification services will be estimated by us and approved by you in writing, in advance of our performance of recertification services.

8.3. No Coverage for Ancillary Equipment. Unless we stated otherwise in our quotation, our Service Plans cover only our instruments and do not include ancillary equipment even if we supplied it.

8.4. No Replacement of Consumables. Our Service Plans do not cover replacement of consumable products used on the instruments.

8.5. Exclusions. In addition to the above exclusions, our Service Plans do not cover replacement of parts or repairs needed for defects or damage resulting from (i) your neglect, carelessness, or misuse, for example, connecting the instrument to electrical services or other utilities not in accordance with the installation requirements for the instrument, using incompatible solvents or samples with the instrument, operating the instrument not in conformance with our instructions or specifications, or your improper or inadequate maintenance of the instrument; (ii) installation of software or use in combination with software or products that we did not supply or authorize; (iii) modification, repair, service transfer to another location of the instrument that you or your employees, agents or an unauthorized contractor made; (iv) intrusive activity, including without limitation computer viruses, hackers or other unauthorized interactions with instrument or software that detrimentally affects normal operations; from acts of nature or accident; or (v) any defects or damage that we did not cause.

8.6. Terminating your Service Plan. Service Plans may be terminated in the following ways:

(A) Terminating for Any Reason. You or we may cancel your Service Plan by sending a written notice of termination to the other at least 30 days before effective date of termination.

(B) Terminating for Cause. We may immediately terminate a Service Plan if the instrument covered by the Service Plan is transferred to another location without our advance written consent, or we may adjust the cost of providing the Instrument Services at the new location provided you agree in writing to pay the new rate which may be higher.

Effects of Termination. If a Service Plan is terminated by you under Section 8.6(A) or by us under Section 8.6(B), we will charge you for the total price of services actually performed and expenses actually and reasonably incurred in servicing the covered instrument under the underlying Service Plan from its effective date until the effective termination date, and the prorated price of the underlying Service Plan from its effective date until the effective termination date, plus 15% of the total price of the Service Plan, excluding all discounts with the total cost not to exceed the total price for the underlying Service Plan. We will credit you for any payment that you made to us in excess of this amount and you may use the credit toward future purchases from us of instruments, consumables or Service Plans. We do not provide cash refunds on account of the early cancellation of any Service Plan or other agreement for Instrument Services.

9. Limited Warranty for Instrument Services.

9.1. Limited Warranty. We warrant that the Instrument Services we provide to you will be in accordance with the generally accepted standards prevailing in the Instrument Service industry. You must make any claim for breach of this warranty within 90 days of the date the Instrument Services were performed and prior to any unauthorized repair, change, or modification has been made to any part of the instrument.

9.2. Exclusions. Our warranties do not apply to (i) your neglect, carelessness, or misuse, such as but not limited to, connecting the instrument to electrical services or other utilities not in accordance with the installation requirements for the instrument, using incompatible solvents or samples with the instrument, operating the instrument not in conformance with our instructions or specifications, or your improper or inadequate maintenance of the instrument; (ii) installation of software or use in combination with software or products that we did not supply or authorize; (iii) modification, repair, service transfer to another location of the instrument that you or your employees, agents or an unauthorized contractor made; (iv) intrusive activity, including without limitation computer viruses, hackers or other unauthorized interactions with instrument or software that detrimentally affects normal operations; from acts of nature or accident; or (v) any defects or damage that we did not cause. ADDITIONALLY, ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN US WITHOUT OUR PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS WE HAVE NOT SUPPLIED, WILL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THESE INSTRUMENT SERVICES AND THE AFFECTED PRODUCTS.

9.3. Remedies. During the applicable warranty period only, for services not meeting our warranty, we agree, at our option to: (i) re-perform the defective Instrument Services, or (ii) refund to you the fee you paid to us for the defective Instrument Services, if applicable. This section states our entire liability for a valid warranty claim under the Agreement.

9.4. Limitations. OUR WARRANTIES EXTEND ONLY TO YOU, THE ORIGINAL PURCHASER, AND YOU CANNOT TRANSFER THEM. WITH RESPECT TO INSTRUMENT SERVICES, EXCEPT AS EXPRESSLY STATED, WE DISCLAIM ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

10. Compliance with Laws, Codes, Rules and Regulations.

10.1 We make no representation that the Instrument Services we provide to you will meet or satisfy standards of any governmental body, including the U.S. Food and Drug Administration. You agree that it is your responsibility to ensure that such services are adequate to meet your regulation or certification requirements and that all requirements of any governmental body or other organization, including, but not limited to, any requirement of the U.S. Food and Drug Administration are your responsibility.

10.2 In fulfilling obligations under the Agreement, we and you agree to comply, and to have our and your employees and subcontractors assigned to the Agreement and business relationship comply, with all applicable laws, codes, rules and regulations which may relate to our respective activities and responsibilities under the Agreement.

11. Indemnification.

11.1. Our General Indemnity. We will indemnify and hold you harmless from and against any and all third-party claims for injury to persons, including death, or damage to tangible property occurring while our employees are on your premises to the extent the claims are caused by our employees' gross negligence, recklessness, and willful misconduct, provided we are given prompt notice of any claim and, to the extent permitted by applicable law, the opportunity to control the defense and settlement of the claim.

11.2. Conditions to Our Indemnity. As a condition to any of our indemnification obligations you must (a) notify us in writing, as soon as you become aware of any claim; (b) not admit any liability or take any other action in connection with the claim that could affect the defense; (c) to the extent permitted by applicable law, allow us to solely control the defense or settlement of the claim; and (d) give us your reasonable information, co-operation and assistance.

12. Limitation of Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE OR YOU WILL NOT BE LIABLE UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, MULTIPLE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO COSTS OF COVER, LOST PROFITS, LOST DATA, LOSS OF BUSINESS, LOSS OF GOODWILL OR LOSS OF REVENUE) THAT WE OR YOU MIGHT INCUR UNDER THE AGREEMENT, OR THAT MAY ARISE FROM OR IN CONNECTION WITH OUR PRODUCTS OR SERVICES, EVEN IF WE OR YOU HAD NOTICE OF

THE POSSIBILITY OF SUCH DAMAGES. WE WILL NOT BE LIABLE FOR ANY LOSS OR INJURY THAT IS THE RESULT OF INSTRUMENT, EQUIPMENT, OR PRODUCT ERROR OR THE FAILURE OF AN INSTRUMENT, EQUIPMENT, OR OTHER PRODUCT TO PERFORM IN ACCORDANCE WITH ITS SPECIFICATIONS. OUR TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THESE SERVICE TERMS, ANY SERVICE PLAN, OR INSTRUMENT SERVICES, INCLUDING WITHOUT LIMITATION ANY SERVICES RENDERED THEREUNDER, OR BREACH THEREOF OR FAILURE TO PERFORM IN CONTRACT, TORT, WARRANTY, OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES YOU PAID US FOR THE SPECIFIC SERVICE PLAN OR INSTRUMENT SERVICES THAT GIVE RISE TO YOUR CLAIM.

NOTWITHSTANDING THE FOREGOING, THE PROVISIONS ABOVE IN THIS SECTION 12 DO NOT LIMIT A PARTY'S LIABILITY FOR INDEMNIFICATION, BREACH OF CONFIDENTIALITY, FRAUD, OR THAT CANNOT BE LIMITED BY LAW.

13. Miscellaneous.

13.1. Assignment. You or we may not transfer or assign your Service Plan or any contract with us for Instrument Services without the prior written consent of the other, which consent will not be unreasonably withheld or delayed. Any attempted transfer or assignment in violation of this Section 13.1 will be void. Notwithstanding the foregoing and subject to Section 8.6(B) of these Service Terms, we or you may assign the Agreement without consent to an affiliate or to a purchaser of all or substantially all of our or your assets or in connection with a merger, acquisition, or consolidation, provided that we or you provide written notice to the other of such assignment within a reasonable time from the date of such assignment and further provided that the non-assigning party is not prohibited by law or regulation or business policies from conducting business with the entity to which this Agreement is assigned. Our and your rights, obligations and liabilities will inure to the benefit of and bind our and your successors and assigns.

13.2. Intellectual Property. Nothing in these Service Terms shall be deemed or construed as a license or grant of any intellectual property rights, whether express, implied, by estoppel, or otherwise, to you, or to limit our rights to enforce our patent or other intellectual property rights.

13.3. Governing Law. The Agreement and performance under it will be governed by the laws of the State of Delaware, USA, without regard to provision on the conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

13.4. Uncontrollable Circumstances. We or you will not be responsible or liable for failing to perform our or your obligations (excluding your payment obligations) under the Agreement to the extent caused by circumstances beyond our or your reasonable control.

13.5. No Waiver; Invalidity. Our or your failure to exercise any rights under the Agreement is not a waiver of our or your rights to damages for breach of contract and is not a waiver of any subsequent breach. If any provision or part of the Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of the Agreement. No person other than you or us will have any rights under the Agreement. Headings are for convenience only and shall not be used in the interpretation of these Service Terms. Confidentiality. All non-public information that either party ("Receiving Party") receives or acquires from the other party ("Disclosing Party"), either in writing, orally, or through observation of operations, or in the course of fulfilling obligations under the Agreement that is marked as confidential, or if not so marked, which a reasonable person would identify as confidential given the nature of the information and the circumstances of its disclosure ("Confidential Information") shall be held by the Receiving Party in confidence at all times, employing reasonable means to protect the confidentiality of the Confidential Information and used solely as required to perform the obligations under the Agreement, and shall be returned or destroyed when no longer required, or upon request by the Disclosing Party. The Receiving Party shall ensure that all recipients of the said Confidential Information, including a Receiving Party's employees, agents, subcontractors and/or licensors, comply with the obligations under this section. For the avoidance of doubt, it is understood and agreed that our Confidential Information includes the terms of the Agreement and any non-public technical information, commercial information (including prices, without limitation), manuals or instructions received from us as a result of discussions, negotiations and other communications between you and us in relation to our products or Instrument Services, and your Confidential Information includes the terms of the Agreement and any non-public information about you, your business, operations, and research and development programs, or that is viewed or accessed either during the performance of this Agreement or as a result of discussions, negotiations or other communications between you and us. A Receiving Party will not disclose, or allow to be disclosed, the Confidential Information by any means to any third party without the prior written approval of the Disclosing Party.

The above obligations of confidentiality and non-disclosure do not apply to information that:

(A) is or becomes publicly available other than through breach of these Service Terms;

(B) is lawfully obtained by either party from a lawful third party without breach of these Service Terms by a party or its employees, agents, subcontractors or licensors;

(C) was known to a party prior to disclosure to such party by a Disclosing Party as shown by documentation sufficient to establish such knowledge; or

(D) is required by law to be disclosed by you or us.

13.6. Notices. Any notice or communication required or permitted under these Service Terms must be in writing and will be deemed received when personally delivered, or 3 business days after being sent by certified mail, postage prepaid, to a party's specified address.

13.7. Our Insurance. For the duration of the Agreement:

(A) We will pay for and maintain the following minimum limits of insurance coverage: (i) commercial general liability and products liability coverage with limits not less than $1,000,000 per occurrence and $2,000,000 aggregate, (ii) commercial automobile liability covering liability arising out of our operation of any vehicle (any automobile, including owned, non-owned and hired vehicles) with minimum limits of $1,000,000 combined single limit each accident, (iii) umbrella liability coverage with limits not less than $5,000,000 per occurrence and $5,000,000 aggregate, and (iv) workers' compensation as may be required by the jurisdiction in which we are doing business and employers' liability insurance of $1,000,000. Coverage may be provided on a claims-made rather than occurrence basis. If coverage is provided on a claims-made basis, coverage will be maintained for a period of three (3) years following termination of the Agreement with a retroactive date on or prior to the effective date of the Agreement.

(B) If agreed in writing that these Service Terms will govern, you will be included as an additional insured under the commercial general liability and umbrella liability policies for liability arising out of operations by us or on our behalf, but only to the extent required by written Agreement.

(C) Upon request, we will promptly furnish a certificate of insurance, and applicable endorsement, to you evidencing such coverages. To receive a certificate of insurance, you must provide your desired address for the certificate holder. Any applicable endorsement will be a blanket endorsement.

(D) We will provide a minimum of thirty (30) days advance written notice to you in the event of cancellation of our insurance policies in the event a gap in coverage would be reasonably expected to occur.

13.8. Changes to Terms. We reserve the right to change these Service Terms at any time. Any changes made will not apply to the Agreement between us for any order we receive before the changes are made. The most recent revision date can be found at the end of these Service Terms.

November 08, 2024

ThermoFisher SCIENTIFIC
The world leader in serving science

County of Kane

Bid No. 26-046-TL
Title: QuantStudio 5 Real-Time PCR System

Life Technologies Corporation

Quotation No. S6314169

Quotation: S6314169

July 06, 2026

To place an order from this quote, sign in to your account at thermofisher.com

Alternatively, you can email your order to
NAInstrumentOrders@thermofisher.com
or Fax it to 877-680-2537.

To ensure you receive your discount pricing, please clearly reference your quotation number on your purchase order. Please issue your **Purchase Order to: Life Technologies Corporation.**

Life Technologies Corporation
5781 Van Allen Way
Carlsbad, CA 92008
Fax No.: 1-800-331-2286 USA
To Order: 1-800-955-6288 USA
www.thermofisher.com

Valid From	:	06/30/2026
Valid To	:	12/18/2026
Freight Terms	:	FOB FACTORY - FRT QUOTED
Payment Terms	:	Net 30

KANE COUNTY SHERIFFS OFFICE

EVIDENCE SECTION
STE A
37W755 IL ROUTE 38

SAINT CHARLES, IL 60175 US

ATTN:

WE ARE PLEASED TO QUOTE ON YOUR REQUIREMENT AS FOLLOWS

Item No	SKU	Description	Min Qty	List Price	Net Price	Extended Price
4	A34322	HID DNA QUANTITATION SYSTEM-T EACH	1	$65,600.00	$63,632.00	$63,632.00
5	A78901	HID RT PCR 1.4 - NEW EACH	1	$13,610.00	$13,201.70	$13,201.70
6	4461591	96WSTD CALIBRATION PLATE W/ ABY ABY DYE	1	$184.00	$0.00	$0.00
7	4461593	96WSTD CALIBRATION PLATE W/ JUN JUN DYE	1	$184.00	$0.00	$0.00
8	4306737	FG,TCII REACTION PLT,96 WELL, BARCODE,KIT	1	$197.00	$0.00	$0.00
9	4360954	OPTICAL ADHESIVE COVERS 25 PCS/PACK	1	$112.00	$0.00	$0.00
10	4432382	TAQMAN RNASE P 96-WELL INSTR VERIF PLATE	1	$1,136.00	$0.00	$0.00
11	4313663	FG, OPTICAL ADHESIVE COVERS STARTER KIT	1	$111.00	$0.00	$0.00

Item No	SKU	Description	Min Qty	List Price	Net Price	Extended Price
12	TRAINHID6	INSTALL TRAINING FOR HID-QS5 AT CUSTOMER	1	$4,880.00	$4,733.60	$4,733.60
Product Notes:	1 day Quantifiler training at Customer site for up to 5 users. Training places will be valid for 6 months from date of purchase.					
13	ZG11SCQS5STD	AB ASSURANCE,QSTUDIO5,0.2ML PC	1	$7,910.00	$7,672.70	$7,672.70
14	A26343	STD 96-WELL 10-DYE CAL KIT. EA	1	$1,376.00	$0.00	$0.00
15	4482910	QUANTIFILER TRIO KIT EACH	1	$3,025.00	$2,934.25	$2,934.25
13	ZG11SCQS5STD	AB ASSURANCE,QSTUDIO5,0.2ML PC	1	$7,910.00	$7,672.70	$7,672.70

Subtotal:	$99,846.95
Estimated Shipping & Handling:	$804.63
Total:	$100,651.58

Please see below for monthly payment options and contact financialservices@thermofisher.com or call (800) 986-9731 ext. 6 for more information. Please note: Payments are estimates only and availability of lease financing is subject to credit approval and acceptance of terms. Terms and interest rates may vary based on customer's financial profile.

Leasing estimate is based on a total cost of $100,651.58; you may choose from the monthly payment options below:

	Lease Term (months)			
	24	**36**	**48**	**60**
$1.00 Buyout Option:	$4,193.85	$2,795.90	$2,096.91	$1,677.56
Number of Advance Payments	**1**	**1**	**1**	**1**

Please click here for formal Credit Review: Credit Application

$1.00 Buyout Option

This is a lease-to-own option where you would own the equipment after all monthly payments have been made. It is similar to a finance agreement and provides you a defined payment schedule over the lease term.

This quotation, and Life Technologies' **GENERAL TERMS AND CONDITIONS OF SALE** (which are incorporated by reference into this quotation and any resulting contract), set out the terms on which Life Technologies is offering to sell the product(s) or service(s) listed in this quotation. By issuing a purchase order or otherwise ordering or accepting product(s) or services, you expressly confirm that you intend to be bound by and agree to the terms of this quotation and Life Technologies' General Terms and Conditions of Sale to the exclusion of all other terms not expressly agreed to in writing by an authorized representative of Life Technologies, and that the purchase and sale transaction between you and Life Technologies is subject to and will be governed by this quotation and Life Technologies' General Terms and Conditions of Sale.

Customers may be required to evaluate as a discount, for cost-reporting purposes, the value of any Product listed as $0.00 on any invoice. The Product listed as $0.00 represents an in-kind discount and is included in the total fair market value price for the instrument product.

Life Technologies' General Terms and Conditions of Sale can be found on Life Technologies' website at http://www.thermofisher.com/termsandconditions under the "terms and conditions" link at the bottom of the webpage.

NOTE: Customer MUST reference quotation number when ordering to receive discounts

ADDITIONAL TERMS AND CONDITIONS OF QUOTATION

1. This quotation shall apply only to direct order purchases. In order to receive quoted prices, the quotation number must be referenced at time of order. Credits will not be issued for orders not referencing quotation numbers.

2. The effective dates of this quotation appear on the first page unless otherwise noted.

3. Percentage discounts in this quotation will be calculated from our current price for the applicable product. Discounts will be calculated from single unit catalog price. We reserve the right to change our prices at any time. Any increase or decrease to the price of a product would result in a change to your discounted price. Certain discounts are based on categories of products (e.g., "Pricing Product Line" or "PPL" discounts) that might change over time. We reserve the right to re-align products within a category or add or remove products to or from a specific category at any time. Such realignment, addition or removal may result in a change to your discounted price for a particular product.

4. We may terminate this quotation upon written notice.

5. This quotation contains our confidential pricing information which if disclosed to third parties could cause competitive harm to us. Subject to overriding obligations to third party funding agencies or governmental entities, the customer agrees to keep all pricing information contained herein confidential.

Lawrence Yoon
lawrence.yoon@thermofisher.com
Sales Representative

ThermoFisher SCIENTIFIC
The world leader in serving science

County of Kane

Bid No. 26-046-TL
Title: QuantStudio 5 Real-Time PCR System

Life Technologies Corporation
Product Literature

applied biosystems

Reliable answers, significant savings

QuantStudio 5 Real-Time PCR System for Human Identification

ThermoFisher SCIENTIFIC

Discover the QuantStudio 5 Real-Time PCR System for Human Identification

The modern forensics laboratory is undergoing a technological revolution. This revolution is driving lab instruments to become increasingly efficient, reliable, interactive, future-proof, and economical.

The Applied Biosystems™ QuantStudio™ 5 Real-Time PCR System for Human Identification is designed for both new and experienced users who need an easy-to-use, reliable, and affordable real-time PCR system with proven quality and outstanding support. Used with our latest advances in quantification chemistry and Applied Biosystems™ HID Real-Time PCR Analysis Software, this system offers a sensitive, robust solution for forensic DNA quantification. It also helps prepare laboratories for future quantification technologies. With maximum dye versatility, this HID solution offers accurate, trusted results in a small benchtop footprint from your trusted partner in innovation.

The value of DNA quantification:

- Improved amplification efficiency
- Fewer off-scale, overamplified, or underamplified samples
- Normalized profiles result in reliable data interpretation
- Designed to reduce the need for downstream reanalysis, which enables long-term cost savings
- Provides key sample information to enable forensics workflow decisions
- Enables conservation of sample through targeted downstream assay decisions

Increased sample assessment for optimal downstream results

The quantification step of the casework workflow is the key to determining how a sample will be processed downstream. There are many factors that determine the success of the short tandem repeat (STR) profile. Our advanced quantification kits enable forensics labs to achieve accurate results in less time for even the most challenging casework samples. The Applied Biosystems™ Quantifiler™ HP and Quantifiler™ Trio DNA Quantification Kits are the first kits that enable forensics laboratories to simultaneously obtain a quantitative and qualitative assessment of total human DNA in a single, highly sensitive real-time PCR reaction.

The Quantifiler HP kit guides selection of the optimal STR analysis chemistry (autosomal or miniSTR) and streamlines the workflow while helping to increase downstream analysis success rates.

The Quantifiler Trio kit has all the enhanced capabilities of the Quantifiler HP kit plus the addition of an improved Y target for more sensitive male:female ratio detection, enabling improved results in sexual assault casework.

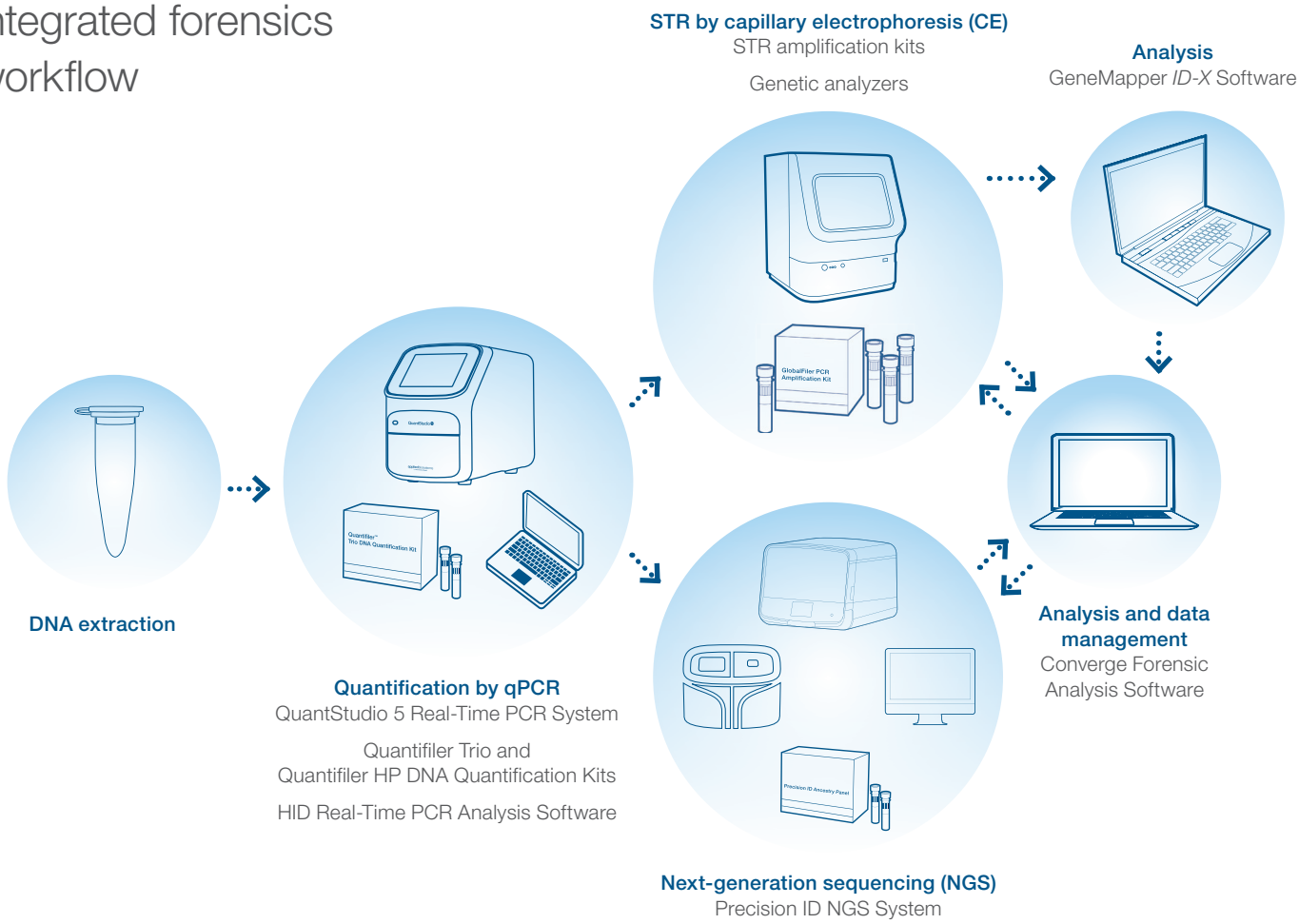
Both kits provide important sample information for next-generation sequencing (NGS) on the Applied Biosystems™ Precision ID System, enabling optimal processing with STR, SNP, and mtDNA panels.

Decision flow enhancement

The Quantifiler Trio and HP kits, used in conjunction with the QuantStudio 5 system and HID Real-Time PCR Analysis Software, help redefine the casework sample-processing workflow. Quality functionality enables a more comprehensive view of sample quality (both degradation and inhibition), while increased sensitivity and robustness correlate with more recently released Applied Biosystems™ STR chemistries. This enables you to screen samples and make critical workflow decisions (e.g., autosomal vs. Y-STR for capillary electrophoresis (CE), or CE vs. NGS technology) with greater confidence.

The quantity and quality indicators that these kits incorporate help deliver accurate, sensitive, and specific results that work together with the software to enable informative, integrated workflow decisions.

Integrated forensics workflow



Enhanced data analysis for the QuantStudio 5 system

We've designed software specifically for the HID application to help forensic scientists take full advantage of the data and capabilities offered by the Quantifiler kits and maximize sample-processing efficiency.

HID Real-Time PCR Analysis Software provides an integrated solution for DNA quantification and introduces the capability to run the Quantifiler kits on the QuantStudio 5 system. The software offers calculation of sample DNA quantity with a virtual standard curve defined by the user. In addition, the software includes quantification and STR setup features, as well as data quality–review functionality, that integrate and streamline quantification and STR analysis steps. By providing predefined templates for Quantifiler and STR kit runs, sample setup time is minimized. Incorporating HID-specific data-quality assessment and STR setup tools into a single software package enables faster and better-informed decisions.

Flexible standard curve options

HID Real-Time PCR Analysis Software enables virtual standard curve functionality to minimize variation. This feature allows the user to define appropriate standard curve values (y-intercept and slope) for all targets applicable to the assay being run. The software allows for an enhanced data analysis pipeline that calculates the sample quantities using the traditional standards on the plate and/or virtual standard curve values (Figure 1).

Streamlined HID-specific workflow

The software provides HID-specific templates preconfigured for the Quantifiler Trio, HP, Duo, and Human DNA quantification kits, for a one-click start option. Customize and set up a run by selecting one of the Quantifiler assay template icons on the home screen (Figure 2). In each template, predefined experimental properties, targets, sample types, and standard concentrations simplify the quantification run setup process. To set up a run, simply enter or import the sample names and well positions of any unknown samples.

The intuitive, easy-to-navigate user interface further streamlines the workflow (Figure 3). The Plate Setup, Run, and Analysis functions are accessed in the Experiment Menu in the left navigation pane. Detailed experimental parameters and results are displayed conveniently on the right pane. For advanced data analysis, there are multiple ways to view and filter data, including plate map and table views, amplification plots, standard curve plots, multicomponent plots, and raw data views that support fast QC, sample data review, and troubleshooting.

Validation solutions

Short on time? Our HID Professional Services (HPS) team is ready to help your laboratory implement the QuantStudio 5 system, Quantifiler kit of your choice, and HID real-time Software into your forensics workflow. With over 300 projects completed around the world, you can trust our HPS team to help accelerate your implementation of new workflows. Our global group of forensic scientists has many decades of combined industry experience to help drive the optimization of your workflow and minimize the impact to your lab's daily operations. We help you save valuable resources, so you can focus on productivity.

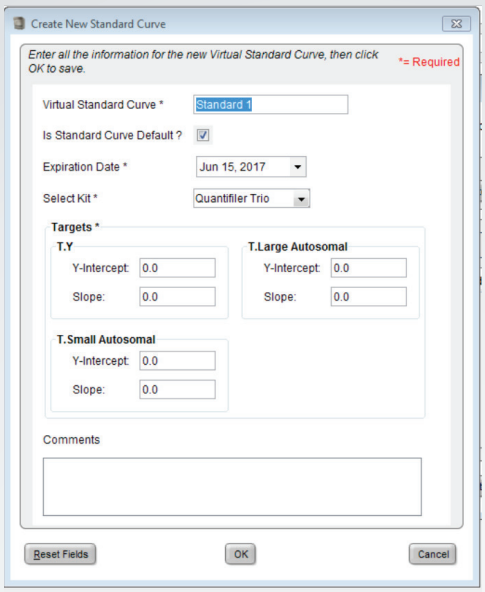


Figure 1. Enhanced data analysis using virtual standard curve functionality.

Figure 2. The home screen provides direct access to HID-specific templates for all Quantifiler DNA Quantification Kits.

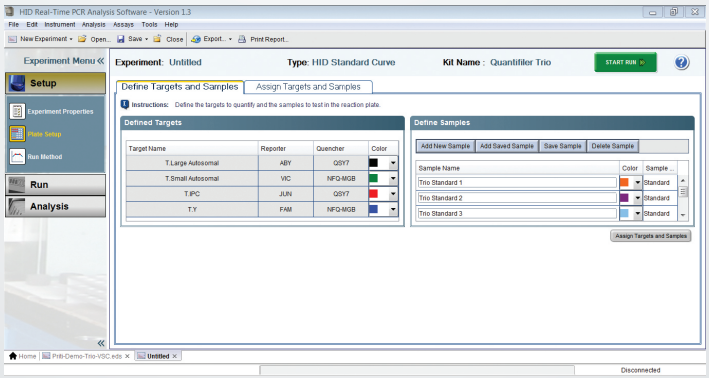


Figure 3. The easy-to-navigate user interface streamlines the workflow with easy access to Setup, Run, and Analysis menus in the left navigation pane.

QuantStudio 5
69°C
01:04:59
Running
Sign In
Load Experiment
Open Template
Run Last
Settings
February 13, 2014 10:45am
QuantStudio 5
applied biosystems
by Thermo Fisher Scientific

Technical specifications

QuantStudio 5 instrument	
Sample capacity (wells)	96
Reaction volume	10–100 µL, in 96-well 0.2 mL block
Footprint, weight	27 x 50 x 40 cm (W x D x H), 25.7 kg (56.5 lb)
Excitation source	Complementary metal-oxide semiconductor (CMOS) camera with bright white LED
Optical detection	96-well: 6 decoupled filters
Excitation/detection range	96-well: 450–680 nm/500–730 nm
Multiplexing	96-well: up to 6 targets
2D barcode reading	Optional
Heating/cooling method	Peltier
Temperature zone function	96-well: 6 Applied Biosystems™ VeriFlex™ zones
Maximum block ramp rate	6.5°C/sec
Average sample ramp rate	3.66°C/sec
Temperature uniformity	0.4°C
Temperature accuracy	0.25°C
Run time	~70 min for Quantifiler Trio and HP kits ~100 min for Quantifiler Duo and Human kits
Dye compatibility (name)	FAM™/SYBR™ Green, VIC™/JOE™/HEX™/TET™, ABY™*/NED™/TAMRA™/Cy®3, JUN™*, ROX™/Texas Red™, Mustang Purple™, Cy®5/LIZ™, Cy®5.5
Chemistry capabilities	**Fast/standard
Sensitivity (no. of copies)	1 copy
Sensitivity (resolution)	Detect differences as small as 1.5-fold in target quantities in a singleplex reaction

* The instrument is factory calibrated with FAM, SYBR Green I, VIC, NED, ABY (Cat. No. 4461591), JUN, Mustang Purple, TAMRA, Cy5, and ROX dyes. In order to run Quantifiler Trio or HP kits, HID ABY (Cat. No. 4461591), and HID JUN (Cat. No. 4461593) dyes will be delivered with each instrument and will require calibration upon installation.

** Not validated for human identification.
Please consult your Quantification User Guide for assay-specific parameters.

Get a premium instrument at an affordable price

Innovation doesn't have to come at a premium price. Get the state-of-the-art Applied Biosystems™ functionality and industrial design that you've come to know, with the advanced QuantStudio 5 system for human identification and one of our economical service plan options.

HID orientation

The QuantStudio 5 system includes an instrument orientation to get you up and running quickly in your lab. The orientation covers basic qPCR familiarization and instrument installation. QuantStudio 5 system owners receive personalized training on qPCR applications and HID Real-Time PCR Analysis Software.

Comprehensive instrument warranty

Our factory-trained and certified field service engineers (FSEs) and Global Repair Center engineers are focused on delivering the highest-quality workmanship. During the warranty period, all qualifying repairs, including engineer time and travel or shipping to the Global Repair Center, are covered.

Flexible service plans

Choose from a variety of service options that balance your budget, productivity, uptime, and regulatory requirements. Plans start with the most basic repair models and scale to premium offerings including advanced support and compliance services. On-site service plans are optimal for labs that have time-sensitive work and need to get their instrument back online quickly. These plans include guaranteed response times in most regions, scheduled planned maintenance, and automatic software updates.

Training courses

Our application and instrument training programs are led by forensic scientists who aim to enhance your workday through experimental design best practices, workflow training, and instrument troubleshooting. Hands-on classes are available at our Thermo Fisher Scientific training centers or in your lab.

Technical support

If you have questions about product selection or use, assay or experimental design, data analysis, or troubleshooting, contact our team of technical support forensic scientists or access our online product and application support tools.

Financing options

If you're looking for accelerated return on investment, technology protection, or cash flow management, our innovative financing options can help meet your company's budgetary needs and bottom-line goals. Contact your sales representative for more details.

Service plans at a glance

Service plan:	OQPQ + PM	AB Maintenance Plus	AB Assurance	AB Complete
		On-site service plans		
On-site response time		Target 2 business days†	Guaranteed 2 business days†	Guaranteed next business day†
Scheduled on-site planned maintenance (PM)	✓	✓	✓	✓
Remote diagnostics		✓	✓	✓
Parts, labor, and travel for repair		10% discount optional add-on in selected regions	✓	✓
Computer repair and replacement			✓	✓
Priority access to Tech Support Mon–Fri, 8 a.m.–5 p.m. local time				✓
Priority access to remote service engineer			✓	✓
Requalification post-PM and critical repairs (when applicable)	✓			✓
Field application scientist consultation				✓

† Response times vary by region.

Notes

Notes

applied biosystems

Ordering information

Product	Quantity	Cat. No.
QuantStudio 5 Real-Time PCR System for Human Identification	1 system, includes laptop	A34321
	1 system, includes desktop	A34322
Quantifiler Trio DNA Quantification Kit	400 reactions	4482910
Quantifiler HP DNA Quantification Kit	400 reactions	4482911
HID Real-Time PCR Analysis Software	Single-user license	A31150
	5-user license	A31152
	Upgrade—single-user license	A31153
	Upgrade—5-user license	A31154

Find out more at **thermofisher.com/quant**

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QuantStudio 5 Real-Time PCR System for Human Identification

The Applied Biosystems™ QuantStudio™ 5 Real-Time PCR System for Human Identification (HID) is the latest addition to the Applied Biosystems™ HID quantification solutions. This instrument is designed for both new and experienced users who need an easy-to-use, reliable, and affordable real-time PCR system with proven quality and outstanding support. Combined with our latest advancements in quantification chemistries and real-time software, this system equips laboratories for future advances in forensics—offering maximum dye versatility along with accurate, trusted results.

QuantStudio 5 Real-Time PCR System for Human Identification—performance specifications	
Dye compatibility	FAM™/SYBR™ Green, VIC™/JOE™/HEX™/TET™, ABY™*/ NED™/TAMRA™/Cy®3, JUN™*, ROX™/Texas Red™, Mustang Purple™, Cy®5/LIZ™, Cy®5.5
Multiplexing	96-well: up to 6 targets
Dynamic range	10 logarithmic units
Sensitivity (resolution)	Detect differences as small as 1.5-fold in target quantities in a singleplex reaction
Sensitivity (no. of copies)	1 copy

QuantStudio 5 Real-Time PCR System for forensic applications		
Forensic database	Laboratories without direct amplification workflows	
Forensic casework	Confirmatory screening of male DNA Sexual assault sample workflow	Quality and quantity sample assessment

Additional application possibilities on the QuantStudio 5 Real-Time PCR System				
Key areas	Gene expression	Genotyping	Copy number variation (CNV)	miRNA profiling

QuantStudio 5 Real-Time PCR System for Human Identification—specifications	
Excitation (light source)	Bright white light-emitting diode (LED) source with a median lifetime of >5 years
Dimensions and weight	27 x 50 x 40 cm (W x D x H), <26 kg
Sample capacity (wells)	96-well 0.2 mL block
Reaction volume	96-well: 10–100 µL for 0.2 mL block
Maximum ramp rate	6.5°C/sec
Average sample ramp rate	3.66°C/sec
Temperature uniformity	0.4°C
VeriFlex™ Blocks	96-well: 6 independent temperature zones
Heating/cooling method	Peltier
Run time	~70 min for Applied Biosystems™ Quantifiler™ Trio and HP kits ~100 min for Applied Biosystems™ Quantifiler™ Duo and Human kits
Calibration	Factory-calibrated*
Onboard memory	10 GB, which translates to approximately 2,000–5,000 run files
Electrical approvals	IEC, CE

* The instrument is factory-calibrated with FAM, SYBR Green I, VIC, NED, ABY, JUN, Mustang Purple, TAMRA, Cy5, and ROX dyes. In order to run the HID assay, HID ABY (Cat. No. 4461591) and HID JUN (Cat. No. 4461593) dyes will be delivered with each instrument, and will require calibration upon installation.

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QuantStudio 5 Real-Time PCR System for Human Identification—specifications, continued	
Filters/colors	96-well: 6 decoupled filters, up to 21 combinations
Excitation/detection range	96-well: 450–680 nm/500–730 nm
Data acquisition	Whole-plate imaging
Touchscreen	Interactive touchscreen with real-time application viewing
Online ecosystem*	Connect cloud platform
Communication interface*	Connect cloud platform, USB, or Wi-Fi
External devices	2D barcode reader via USB connection
System configuration	Stand-alone, PC connection via Ethernet (colocated) or LAN
International standards	ISO 13485

* Not validated for human identification.

HID Real-Time PCR Analysis Software—specifications	
Component	**Recommended requirements**
Computer requirements	OS: Microsoft™ Windows™ 10 Enterprise 2016 LTSB Processor: Intel™ Core™ i5-6440HW CPU @2.6 GHz, 16 GB RAM Installed memory: 16 GB
Instrument firmware	QuantStudio 5 Real-Time PCR System: 1.3.3 or later
Simplified workflow for HID	Predefined templates for HID Quantifiler assays
Supported platforms	QuantStudio 5 (96-well, 0.2 mL) and Applied Biosystems™ 7500 real-time PCR systems
Run protocols	Preoptimized run protocols or ability to customize
Key features	Virtual standard curve, short tandem repeat (STR) sample normalization (dilution) and reaction setup, generation of quality flags, calculation of quality value (degradation index) and male:female (M:F) sample mixture ratio
Validation	Validated for the following HID quantification assays on QuantStudio 5 and 7500 platforms: Quantifiler Trio, HP, Duo, and Human

Ordering information

Product	Quantity	Cat. No.
HID QuantStudio 5 Real-Time PCR System	1 system, includes laptop	A34321
	1 system, includes desktop	A34322
Quantifiler HP DNA Quantification Kit	400 reactions	4482911
Quantifiler Trio DNA Quantification Kit	400 reactions	4482910
HID Real-Time PCR Analysis Software	Single-user license	A31150
	5-user license	A31152
	Upgrade—single-user license	A31153
	Upgrade—5-user license	A31154

To learn more, go to **thermofisher.com/quantstudio**

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ThermoFisher SCIENTIFIC
The world leader in serving science

County of Kane

Bid No. 26-046-TL
Title: QuantStudio 5 Real-Time PCR System

Life Technologies Corporation

Evidence of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/02/2025

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 have ADDITIONAL INSURED provisions or 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
Aon Risk Services Northeast, Inc.
Boston MA Office
53 State Street
Suite 2201
Boston MA 02109 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Property Cas Co of America	25674
INSURER B:	ACE Property & Casualty Insurance Co.	20699
INSURER C:	ACE American Insurance Company	22667
INSURER D:	ProAssurance Specialty Insurance Company	17400
INSURER E:		
INSURER F:		

INSURED
Life Technologies Corporation
Applied Biosystems LLC
Thermo Fisher Scientific Inc.
5781 Van Allen Way
Carlsbad CA 92008 USA

COVERAGES **CERTIFICATE NUMBER:** 570114125326 **REVISION NUMBER:**

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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			G71815067006 SIR applies per policy terms & conditions	07/01/2025	07/01/2026	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	Excluded
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			TC2JCAP-7439L260-TIL-25	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $25,000			XEUG71815080006	07/01/2025	07/01/2026	EACH OCCURRENCE	$10,000,000
							AGGREGATE	$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB5P0275212551K	07/01/2025	07/01/2026	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
C	Products Liability			G72530494005 Completed Ops-Claims Made SIR applies per policy terms & conditions	07/01/2025	07/01/2026	Aggregate Limit Each Claim	$5,000,000 $5,000,000

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

Evidence of Insurance.

CERTIFICATE HOLDER

Life Technologies Corporation
Applied Biosystems LLC
Thermo Fisher Scientific Inc.
5781 Van Alley Way
Carlsbad CA 92008 USA

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

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570114125326

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AGENCY CUSTOMER ID: 570000057847

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Life Technologies Corporation
POLICY NUMBER: See Certificate Number: 570114125326	
CARRIER: See Certificate Number: 570114125326 — NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
D				EX25MA380009 Excess Prods-Claims Made	07/01/2025	07/01/2026	Aggregate	$10,000,000
							Each Occurrence	$10,000,000

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appliedbiosystems

Reliable answers, significant savings

QuantStudio 5 Real-Time PCR System for Human Identification

ThermoFisher SCIENTIFIC

Discover the QuantStudio 5 Real-Time PCR System for Human Identification

The modern forensics laboratory is undergoing a technological revolution. This revolution is driving lab instruments to become increasingly efficient, reliable, interactive, future-proof, and economical.

The Applied Biosystems™ QuantStudio™ 5 Real-Time PCR System for Human Identification is designed for both new and experienced users who need an easy-to-use, reliable, and affordable real-time PCR system with proven quality and outstanding support. Used with our latest advances in quantification chemistry and Applied Biosystems™ HID Real-Time PCR Analysis Software, this system offers a sensitive, robust solution for forensic DNA quantification. It also helps prepare laboratories for future quantification technologies. With maximum dye versatility, this HID solution offers accurate, trusted results in a small benchtop footprint from your trusted partner in innovation.

The value of DNA quantification:

- Improved amplification efficiency
- Fewer off-scale, overamplified, or underamplified samples
- Normalized profiles result in reliable data interpretation
- Designed to reduce the need for downstream reanalysis, which enables long-term cost savings
- Provides key sample information to enable forensics workflow decisions
- Enables conservation of sample through targeted downstream assay decisions

Increased sample assessment for optimal downstream results

The quantification step of the casework workflow is the key to determining how a sample will be processed downstream. There are many factors that determine the success of the short tandem repeat (STR) profile. Our advanced quantification kits enable forensics labs to achieve accurate results in less time for even the most challenging casework samples. The Applied Biosystems™ Quantifiler™ HP and Quantifiler™ Trio DNA Quantification Kits are the first kits that enable forensics laboratories to simultaneously obtain a quantitative and qualitative assessment of total human DNA in a single, highly sensitive real-time PCR reaction.

The Quantifiler HP kit guides selection of the optimal STR analysis chemistry (autosomal or miniSTR) and streamlines the workflow while helping to increase downstream analysis success rates.

The Quantifiler Trio kit has all the enhanced capabilities of the Quantifiler HP kit plus the addition of an improved Y target for more sensitive male:female ratio detection, enabling improved results in sexual assault casework.

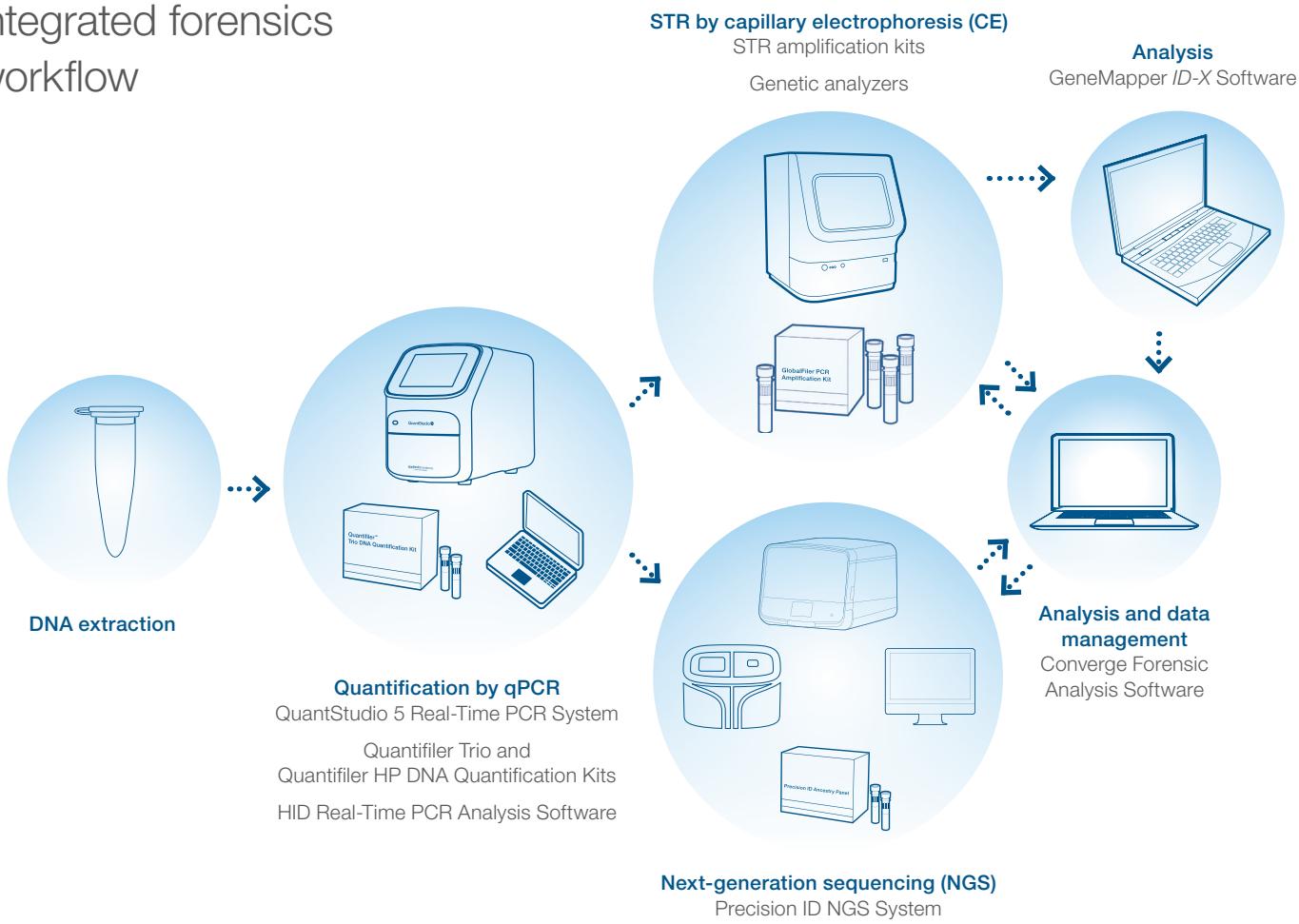
Both kits provide important sample information for next-generation sequencing (NGS) on the Applied Biosystems™ Precision ID System, enabling optimal processing with STR, SNP, and mtDNA panels.

Decision flow enhancement

The Quantifiler Trio and HP kits, used in conjunction with the QuantStudio 5 system and HID Real-Time PCR Analysis Software, help redefine the casework sample-processing workflow. Quality functionality enables a more comprehensive view of sample quality (both degradation and inhibition), while increased sensitivity and robustness correlate with more recently released Applied Biosystems™ STR chemistries. This enables you to screen samples and make critical workflow decisions (e.g., autosomal vs. Y-STR for capillary electrophoresis (CE), or CE vs. NGS technology) with greater confidence.

The quantity and quality indicators that these kits incorporate help deliver accurate, sensitive, and specific results that work together with the software to enable informative, integrated workflow decisions.

Integrated forensics workflow



Enhanced data analysis for the QuantStudio 5 system

We've designed software specifically for the HID application to help forensic scientists take full advantage of the data and capabilities offered by the Quantifiler kits and maximize sample-processing efficiency.

HID Real-Time PCR Analysis Software provides an integrated solution for DNA quantification and introduces the capability to run the Quantifiler kits on the QuantStudio 5 system. The software offers calculation of sample DNA quantity with a virtual standard curve defined by the user. In addition, the software includes quantification and STR setup features, as well as data quality–review functionality, that integrate and streamline quantification and STR analysis steps. By providing predefined templates for Quantifiler and STR kit runs, sample setup time is minimized. Incorporating HID-specific data-quality assessment and STR setup tools into a single software package enables faster and better-informed decisions.

Flexible standard curve options

HID Real-Time PCR Analysis Software enables virtual standard curve functionality to minimize variation. This feature allows the user to define appropriate standard curve values (y-intercept and slope) for all targets applicable to the assay being run. The software allows for an enhanced data analysis pipeline that calculates the sample quantities using the traditional standards on the plate and/or virtual standard curve values (Figure 1).

Streamlined HID-specific workflow

The software provides HID-specific templates preconfigured for the Quantifiler Trio, HP, Duo, and Human DNA quantification kits, for a one-click start option. Customize and set up a run by selecting one of the Quantifiler assay template icons on the home screen (Figure 2). In each template, predefined experimental properties, targets, sample types, and standard concentrations simplify the quantification run setup process. To set up a run, simply enter or import the sample names and well positions of any unknown samples.

The intuitive, easy-to-navigate user interface further streamlines the workflow (Figure 3). The Plate Setup, Run, and Analysis functions are accessed in the Experiment Menu in the left navigation pane. Detailed experimental parameters and results are displayed conveniently on the right pane. For advanced data analysis, there are multiple ways to view and filter data, including plate map and table views, amplification plots, standard curve plots, multicomponent plots, and raw data views that support fast QC, sample data review, and troubleshooting.

Validation solutions

Short on time? Our HID Professional Services (HPS) team is ready to help your laboratory implement the QuantStudio 5 system, Quantifiler kit of your choice, and HID real-time Software into your forensics workflow. With over 300 projects completed around the world, you can trust our HPS team to help accelerate your implementation of new workflows. Our global group of forensic scientists has many decades of combined industry experience to help drive the optimization of your workflow and minimize the impact to your lab's daily operations. We help you save valuable resources, so you can focus on productivity.

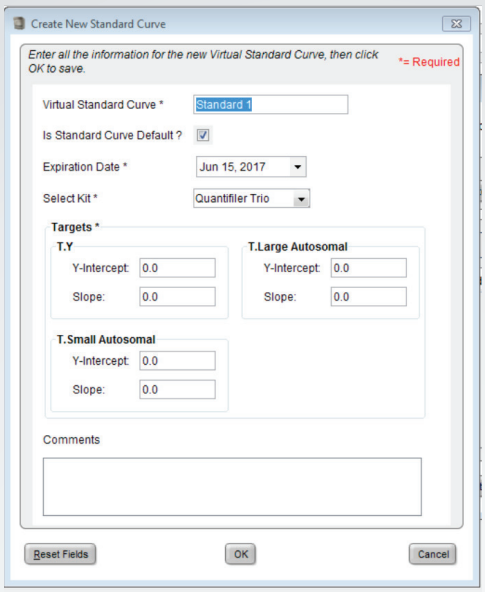


Figure 1. Enhanced data analysis using virtual standard curve functionality.

Figure 2. The home screen provides direct access to HID-specific templates for all Quantifiler DNA Quantification Kits.

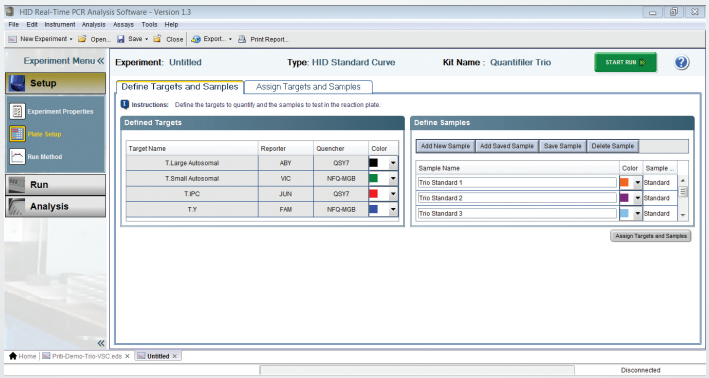


Figure 3. The easy-to-navigate user interface streamlines the workflow with easy access to Setup, Run, and Analysis menus in the left navigation pane.

QuantStudio 5
69°C
01:04:59
Running
Sign In
Load Experiment
Open Template
Run Last
Settings
February 13, 2014 10:45am
QuantStudio 5
applied biosystems
by Thermo Fisher Scientific

Technical specifications

QuantStudio 5 instrument	
Sample capacity (wells)	96
Reaction volume	10–100 µL, in 96-well 0.2 mL block
Footprint, weight	27 x 50 x 40 cm (W x D x H), 25.7 kg (56.5 lb)
Excitation source	Complementary metal-oxide semiconductor (CMOS) camera with bright white LED
Optical detection	96-well: 6 decoupled filters
Excitation/detection range	96-well: 450–680 nm/500–730 nm
Multiplexing	96-well: up to 6 targets
2D barcode reading	Optional
Heating/cooling method	Peltier
Temperature zone function	96-well: 6 Applied Biosystems™ VeriFlex™ zones
Maximum block ramp rate	6.5°C/sec
Average sample ramp rate	3.66°C/sec
Temperature uniformity	0.4°C
Temperature accuracy	0.25°C
Run time	~70 min for Quantifiler Trio and HP kits ~100 min for Quantifiler Duo and Human kits
Dye compatibility (name)	FAM™/SYBR™ Green, VIC™/JOE™/HEX™/TET™, ABY™*/NED™/TAMRA™/Cy®3, JUN™*, ROX™/Texas Red™, Mustang Purple™, Cy®5/LIZ™, Cy®5.5
Chemistry capabilities	**Fast/standard
Sensitivity (no. of copies)	1 copy
Sensitivity (resolution)	Detect differences as small as 1.5-fold in target quantities in a singleplex reaction

* The instrument is factory calibrated with FAM, SYBR Green I, VIC, NED, ABY (Cat. No. 4461591), JUN, Mustang Purple, TAMRA, Cy5, and ROX dyes. In order to run Quantifiler Trio or HP kits, HID ABY (Cat. No. 4461591), and HID JUN (Cat. No. 4461593) dyes will be delivered with each instrument and will require calibration upon installation.

** Not validated for human identification.
Please consult your Quantification User Guide for assay-specific parameters.

Get a premium instrument at an affordable price

Innovation doesn't have to come at a premium price. Get the state-of-the-art Applied Biosystems™ functionality and industrial design that you've come to know, with the advanced QuantStudio 5 system for human identification and one of our economical service plan options.

HID orientation

The QuantStudio 5 system includes an instrument orientation to get you up and running quickly in your lab. The orientation covers basic qPCR familiarization and instrument installation. QuantStudio 5 system owners receive personalized training on qPCR applications and HID Real-Time PCR Analysis Software.

Comprehensive instrument warranty

Our factory-trained and certified field service engineers (FSEs) and Global Repair Center engineers are focused on delivering the highest-quality workmanship. During the warranty period, all qualifying repairs, including engineer time and travel or shipping to the Global Repair Center, are covered.

Flexible service plans

Choose from a variety of service options that balance your budget, productivity, uptime, and regulatory requirements. Plans start with the most basic repair models and scale to premium offerings including advanced support and compliance services. On-site service plans are optimal for labs that have time-sensitive work and need to get their instrument back online quickly. These plans include guaranteed response times in most regions, scheduled planned maintenance, and automatic software updates.

Training courses

Our application and instrument training programs are led by forensic scientists who aim to enhance your workday through experimental design best practices, workflow training, and instrument troubleshooting. Hands-on classes are available at our Thermo Fisher Scientific training centers or in your lab.

Technical support

If you have questions about product selection or use, assay or experimental design, data analysis, or troubleshooting, contact our team of technical support forensic scientists or access our online product and application support tools.

Financing options

If you're looking for accelerated return on investment, technology protection, or cash flow management, our innovative financing options can help meet your company's budgetary needs and bottom-line goals. Contact your sales representative for more details.

Service plans at a glance

Service plan:	OQPQ + PM	AB Maintenance Plus	AB Assurance	AB Complete
		On-site service plans		
On-site response time		Target 2 business days†	Guaranteed 2 business days†	Guaranteed next business day†
Scheduled on-site planned maintenance (PM)	✓	✓	✓	✓
Remote diagnostics		✓	✓	✓
Parts, labor, and travel for repair		10% discount optional add-on in selected regions	✓	✓
Computer repair and replacement			✓	✓
Priority access to Tech Support Mon–Fri, 8 a.m.–5 p.m. local time				✓
Priority access to remote service engineer			✓	✓
Requalification post-PM and critical repairs (when applicable)	✓			✓
Field application scientist consultation				✓

† Response times vary by region.

Notes

Notes

applied biosystems

Ordering information

Product	Quantity	Cat. No.
QuantStudio 5 Real-Time PCR System for Human Identification	1 system, includes laptop	A34321
	1 system, includes desktop	A34322
Quantifiler Trio DNA Quantification Kit	400 reactions	4482910
Quantifiler HP DNA Quantification Kit	400 reactions	4482911
HID Real-Time PCR Analysis Software	Single-user license	A31150
	5-user license	A31152
	Upgrade—single-user license	A31153
	Upgrade—5-user license	A31154

Find out more at **thermofisher.com/quant**

ThermoFisher SCIENTIFIC

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County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

Tim Keovongsak, CPPB
Director of Purchasing

719 S. Batavia Avenue, Bldg. A.
Geneva, Illinois 60134
Telephone: (630) 208-3803
Fax: (630) 208-5107

INVITATION TO BID

BID NUMBER: 26-046-TL –QuantStudio 5 Real-Time PCR System
DATE: June 17, 2026

The County of Kane is accepting competitive sealed bids from qualified and authorized Vendors for the purchase of one (1) QuantStudio 5 Real-Time PCR System for the Kane County Forensic Laboratory. This is an all-inclusive bid.

SUBMITTAL REQUIREMENTS:
An original Bid response (with all required submittal documents) must be submitted electronically and uploaded to HTTPS://WWW.BIDNETDIRECT.COM/ILLINOIS/KANECOUNTY before the submittal date and time. Please upload your complete response through Bidnet Direct as a PDF file (with no password/encrypted format). The following documents must be included with your submittal:

- ☐ SIGNED OFFER TO CONTRACT FORM
- ☐ NARRATIVE TECHNICAL REQUIREMENTS & AVAILABILITY
- ☐ PROOF OF CERTIFICATE OF INSURANCE (SEE SAMPLE)
- ☐ REFERENCES

The following documents must be submitted upon notice of award:

- NOTARIZED CONTRACTOR DISCLOSURE STATEMENT
- NOTARIZED FAMILIAL DISCLOSURE STATEMENT
- CERTIFICATE OF INSURANCE

SUBMISSION TIME & DATE: ***Wednesday, July 1, 2026 at 10:00 a.m. CST***
Bids received after the submittal time will be rejected and returned unopened to the sender. This is an electronic bid submittal. Please upload your completed bid response through Bidnet Direct before the due date and time.

CONTACT PERSON: Tom Laird
Purchasing@KaneCountyIL.gov

DISCLAIMER:
TO THE EXTENT THAT YOU HAVE OBTAINED THESE BID DOCUMENTS FROM A SOURCE OTHER THAN BIDNET DIRECT, PLEASE BE ADVISED THAT THESE BID DOCUMENTS MAY NOT INCLUDE ALL UPDATES, INCLUDING, BUT NOT LIMITED TO, ADDENDUMS, CLARIFICATIONS, AND DUE DATE EXTENSIONS. FOR ALL UPDATES TO BID DOCUMENTS, PLEASE VISIT HTTPS://WWW.BIDNETDIRECT.COM/ILLINOIS/KANECOUNTY

ALL QUESTIONS OR REQUESTS FOR INFORMATION PERTAINING TO THIS BID AND/OR THE SCOPE OF SERVICES SHOULD BE DIRECTED TO THE PURCHASING OFFICE AS LISTED ON THE COVER SHEET, **NO LATER THAN** JUNE 24, 2026, AT 10:00 A.M. E-MAIL ACCEPTED.

E-mail: purchasing@KaneCountyIL.gov

BIDS MUST BE SUBMITTED ELECTRONICALLY AT HTTPS://WWW.BIDNETDIRECT.COM/ILLINOIS/KANECOUNTY

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 or electronic bids will be received at the Kane County Purchasing Department until the date and time specified at which time they shall be opened. 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 the transmission of the bids. (*Please reference submittal instructions*)

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. The 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 eighty (180) days to accept. The County may seek clarification from any bidder at any time, and failure to respond promptly is cause for rejection.

   Kane County reserves the right to compare pricing submitted to any and all known national joint purchasing cooperatives in order to obtain the lowest pricing available in the current market place for this contract award. The list of joint purchasing cooperatives is not all inclusive and may include other joint purchasing cooperatives Kane County is not currently aware of at the present time. Kane County reserves the right to award a contract to the lowest responsive, responsible vendor for said product or service after reviewing all joint purchasing cooperative pricing available for Kane County to participate in their program.

   State of Illinois Central Management Services (CMS)
   Omnia Partners (formerly US Communities & National IPA)
   Sourcewell, TIPS, and BuyBoard

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 multiple contract (s) to the lowest responsive responsible bidder(s) 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. The 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 registration information on this program can be located on the County's Web site under County Forms and Templates for New Vendor Information on the Purchasing Department page - http://web.kane/SitePages/purchasing.aspx

10. **PAYMENT (MANDATORY INVOICE SUBMISSION GUIDELINES).** The successful bidder or bidders must conform to modified and mandatory invoice submission guidelines. Under **no** circumstances will vendor submitted invoices be cleared for payment that are not in full compliance with this invoice submission standard. Any invoice not meeting the explicit submission guidelines below will be returned to the vendor and will remain unpaid, until such time a new, conforming invoice is presented for review. **Under no circumstances will Kane County pay or be subject to any additional fees, penalties, or incurred costs as a result of vendor invoice submission failures.** *Any and all* submitted invoice packages **must** contain the following four (4) components to be considered eligible for payment:

    1. Formal invoice with all rates (labor, materials, OT, DT) clearly listed. This invoice must show compliance with any and all agreed-upon rates.
    2. Written quotation for all work being performed under this particular invoice. This "quote" must be dated within 120 days of the invoice submission, *properly submitted in arrears.*
    3. Written authorization from the using department to commence this work. *Any and all* work must demonstrate that formal approval has been given for an invoice to be considered both payable and valid. No invoice can be paid without clear evidence of authorization, from an approved point of contact within the using department.
    4. If the project under invoice requires materials, then we must also be given materials purchase orders, which demonstrate compliance with the contractual material mark-up rate. Vendors **without** materials on a particular invoice shall be required to include on company letterhead the following: "No materials were purchased for the completion of this work under this invoice". *This can be sent on either a blank invoice form, or via company letterhead.*

    PLEASE NOTE: ALL SUBMITTED VENDOR PACKAGES ARE AND BECOME THE PROPERTY OF KANE COUNTY. These materials are subject to formal scheduled, announced, unannounced, compliance, inter-governmental, or random audits, and may be audited by Kane County *at any time* within the effective dates of this contract, with or without notification to the vendor, *at the discretion of Kane County.* All vendors should be aware that in the event of serious or ongoing invoicing irregularities, Kane County may, and can invoke contractual termination clauses either with, in addition to, or separate from a formal declared breach of contract.

    We expect and require your active compliance in terms of invoice submission and adherence to these guidelines.

11. **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.

12. **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.

13. **TAXES**. Kane County is not subject to Federal Excise Tax. Per certification provided by the State of Illinois Department of Revenue, Kane County is exempt from state and local taxes.

14. **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.

15. **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.

16. **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.

17. **VARIANCES**. State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.

18. **INDEMNIFICATION**. The Vendor 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.

    Vendor 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 Vendor's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Vendor's performance of this contract and Vendor's violation of any of the terms and conditions of this Agreement, and from the Vendor's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Vendor's performance thereunder.

19. **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 Vendor, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Vendor with any or all losses incurred.

20. **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 Vendor's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Vendor promptly after rejection.

21. **WARRANTY**. Vendor 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, Vendor 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 Vendor or require correction or replacement of the item at the time the defect is discovered, all at the Vendor's risk and expense. Acceptance shall not relieve the Vendor of its responsibility.

    Vendor 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. Vendor 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.

    Vendor shall reference to Special Provision for additional requirement.

22. **REGULATORY COMPLIANCE**. Vendor 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. Vendor shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.

23. **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, pregnancy, 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, color, religion, national origin, ancestry, age, sex, marital status, military status, sexual orientation, pregnancy or unfavorable discharge from military

service. (Ordinance No. Res. No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; Res. No. 05-303, 9-23-05). State law references—Illinois Human Rights Act, 775ILCS 5/1-101 et seq.

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

The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website http://www.state.il.us/agency/idol/ . Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Rooms 211, 212, 214, Geneva, IL 60134.

Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. State Statutes regarding Prevailing Wage and the current wage rates are available online at www.state.il.us/agency/idol/rates/rates. The Prevailing Wage rate applies to the other participating Counties where the work is to be performed. You must retain payroll records for 5 years and make those records available for inspection by the County or the Illinois Department of Labor. You must submit monthly certification of payroll records.

A determination by the Illinois Department of Labor of debarment for violation of the Prevailing Wage Act shall result in the Contractor being automatically deemed non-responsible for the period of debarment without further proceedings by the County.
This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus the amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at: http://www.state.il.us/agency/idol/rates/rates.HTM. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and recordkeeping duties.

CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

Effective August 10, 2005 contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

Effective September 1, 2020, the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (830 ILCS/130/1). All contractors and subcontractors completing work for Kane County pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal. In order to receive payment for work conducted for Kane County, contractors must provide the e-mail certification received from their IDOL submittal and any subcontractors working on the project with each of their pay requests.

The Employment of Public Workers on Public Works Act is active when there is excessive unemployment in Illinois and requires the employment of 90% of the employees on this project be Illinois residents 30 ILCS570/3.

25. **ROYALTIES AND PATENTS**. Vendor shall pay all royalties and license fees. Vendor 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.

26. **LAW GOVERNING**. This contract shall be governed by and construed according to the laws of the State of Illinois.

27. **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).

DEBARMENT AND SUSPENSION. No contract may be awarded to parties listed on the federal government Excluded Parties List System in the System for Award Management (SAM), on the State of Illinois' list of sanctioned persons maintained by the Agency's Office of Inspector General, or on the County's own list of parties suspended or debarred from doing business with the County.

Debarment is the process of determining that a contractor is ineligible to receive contract awards based upon a preponderance of evidence, usually a conviction. Debarment is usually three (3) years in length. The name of the debarred contractor may be published as ineligible on the System for Award Management (SAM), which is a website

administered by the U.S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

Suspension is the process of determining that a contractor is ineligible to receive contract awards based upon adequate evidence, usually an indictment. Suspension is a temporary measure having a 12-month limit. It is usually used pending completion of an investigation or legal proceedings. The name of the suspended contractor will be published as ineligible on the System for Award Management (SAM), which is a website administered by the U.S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

28. CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:

a) The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.

b) Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	$2,000,000
Products and Completed Operations	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Or – Combined Single Limit	$1,000,000

i) Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.

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

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

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

the Workers Compensation and Occupational Disease Act, the Contractor shall provide, and shall cause Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

e) Umbrella Liability:

Aggregate Limits $5,000,000

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

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

29. **RESPONSIBLE BIDDER REQUIREMENTS – (Not Applicable)**

On August 8, 2023, the Kane County Board approved a Responsible Bidder Ordinance 23-340 which requires additional information and documentation from responders bidding on public works construction projects.

Included in this bid package is a Responsible Bidder Requirements Form. This document must be filled out and returned with the (bid/proposal). Failure to comply with all submission requirements set forth in Kane County Ordinance No. 23-340 is grounds for the County of Kane to determine that a submission is incomplete, which may result in a determination that Contractor is not a responsible bidder. In accordance with Kane County Ordinance No. 23-340, a Contractor that is actively classified as "pre-qualified" or "qualified" by the Purchasing Department is exempt from the comprehensive submission requirements and is not required to submit a Responsible Bidder Requirements Form.

30. **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.

31. COMMUNICATION DURING THE PROCUREMENT PROCESS

In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the solicitation process. Therefore, from the issue date of any solicitation until the due date of the solicitation, all request for clarification or additional information regarding the solicitation, or contact with County personnel concerning this solicitation or the evaluation process must only be through the Purchasing Department staff. Inquiries will be collected by the Purchasing Department staff who will then submit the inquires to the Department Head responsible for the procurement. Responses by the Department Head to the inquires will be submitted to the Purchasing Department staff who will then distribute the responses to all vendors responding to the solicitation. In this way it will be assured that all vendors participating in the process will be receiving the same information. No contact regarding this solicitation with other County employees, agents of the County or elected officials is permitted unless expressly authorized by the Purchasing Director. A violation of this provision is cause for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

32. **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.

33. **TERMINATION FOR CAUSE:**

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.

In the event of any such termination, the Contractor also will be reimbursed for the charges of independent professional associates and contractors employed by the

Contractor to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses not in dispute. Reimbursable expenses mean the actual expenses incurred by the Contractor or the Contractor's independent professional associates or contractors, directly or indirectly in connection with the Project.

34. **LITIGATION:**

Vendors are required to disclose if they have been a party to any lawsuits or arbitration proceedings involving their services within the last five years. Provide status or outcome of any such proceedings disclosed.

35. **HOLIDAY SCHEDULE:**

Kane County is closed for business on the following holidays: New Year's Day; Martin Luther King, Jr. Day; Lincoln's Birthday, Washington's Birthday, Spring Holiday, Memorial Day, Juneteenth, Independence Day; Labor Day, Columbus Day; Veteran's Day, Thanksgiving Day, Day following Thanksgiving Day, Christmas Day, and Day following Christmas.

36. **COMPLAINT AND DISPUTE RESOLUTIONS**:

The vendor and/or his supervisor shall meet with County staff as needed to discuss any problems, complaints, needs, service adjustments, and/or mutual areas of concern.

The Vendor shall faithfully perform all work as set forth in these specifications for Kane County. If the Vendor fails to faithfully execute their work in accordance with the contract and/or a dispute arises as to the quality and/or quantity of work completed, Kane County reserves the right to withhold authorization for payment of completed work until such time that performance has been improved upon, or the dispute resolved. In instances where a dispute cannot be resolved by the Vendor and the Facilities Manager or other appointed designate, the dispute may be resolved by the Kane County Director of Purchasing.

37. **BID DEPOSIT – (Not Applicable)**

BID SECURITY (ELECTRONIC)

When noted in the specifications, bids must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than five (5%) percent of the amount of the Bid, or according to the schedule as provided. A scanned copy should be submitted with the E-Bid response.

During the bid review process, the County may require a bidder to submit the original bid security to confirm authenticity.

38. **EXECUTION OF A PERFORMANCE BOND, PAYMENT BOND & LABOR AND MATERIALS BOND – (Not Applicable)**

When noted in the specifications, the County reserves the right to require the successful bidder to supply a Performance Bond, Payment Bond, and a Labor and Materials Bond within ten (10) calendar days of acceptance of the Vendor's bid by the County. The bonds, unless otherwise specified by the Director of Purchasing, shall be 100% of the total contract price.

39. **FAILURE TO FURNISH BOND – (Not Applicable)**

In the event that the Vendor fails to furnish the abovementioned bonds within ten (10) calendar days after acceptance of the bid by the County, then the bid deposit of the bidder shall be retained by the County as liquidated damages, it being now agreed that said sum is a fair estimate of the amount of damages that said County will sustain due to the Bidder's failure to furnish said bonds.

40. **PROPRIETARY INFORMATION**

Under the Illinois Freedom of Information Act, all records in the possession of Kane County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exception is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The County will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an un-redacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception

41. **SECURITY (GENERAL):** A portion of the work will be performed within secured areas.

A. If requested, the Contractor 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 securing buildings. Only those persons will be allowed to work within the secured areas. All personnel authorized to work within secured areas may be subject to fingerprinting, a criminal security check performed by the County, and/or Criminal Justice Level 4 Security Training and Certification. 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 will 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.

SECURITY (ADULT JUSTICE CENTER:

General.

F. The Contractor and the County understand that adequate security services are necessary for the safety of the agents, employees and subcontractors of the Contractor, as well as for the security of Inmates and Facility staff. The County will provide security services sufficient to enable the Contractor and its personnel safely to provide services called for hereunder.

List of All Persons Names Employed on Project.

G. The County and the Sheriff shall receive a list of the names of all the people that will be employed by the Contractor on this project. Aside from the names, the contractor shall also supply the individuals' sex, race, date of birth, and driver's license number and driver's license state.

H. The County and the Sheriff shall reserve the right to run complete criminal background history checks on all people assigned to the project and who will be working inside of the Adult Justice Center. The criminal background history checks shall include, but not be limited to the following:

I. Check of wants and warrants in Illinois

J. Check of wants and warrant through the National Computer System (NCIC)

K. Check of Computerized Criminal History (CCH)

L. If requested to do so, all employees of the contractor and subcontractor assigned to this project shall be requested to submit to supplying a complete set of fingerprints if requested by the County or the Sheriff. **Employees of the Contractor and Subcontractor assigned to this project may be requested to submit to a drug test if requested by the County or the Sheriff.**

M. The County or the Sheriff reserves the rights not to allow employees of the Contractor or any Subcontractor onto the premises should a criminal background check reveal a positive response.

Transportation Off-Site.

N. County and Sheriff will provide security as necessary and appropriate in connection with the transportation of any Inmate between the Facility and any other location for off-site services as contemplated herein.

CRIMINAL BACKGROUND HISTORY CHECKS.

O. Contractors acknowledge that the "Adult Justice Center" is located in the public building and subject to security procedures and that the Adult Justice Center or other Kane County facility security takes precedence over the rights of the Contractors or Licensee.

P. The County will be running criminal background history checks on all personnel assigned to this contract that will be or could be working inside any of the Kane County government buildings. The criminal background checks and all cost associated with the inquiries will be the sole responsibility of the County. Whenever a new employee is assigned to the County, a background check shall be run by the County before the employee may start work.

1. The criminal background history checks will include but are not limited to the following:
   a. Check of wants and warrants in Illinois.
   b. Check of wants and warrants through the National Computer System (NCIC).
   c. Check of Computerized Criminal History (CCH).
2. If requested to do so, any employee of the Contractors assigned to this project will submit to be finger printed by the County.
3. The County of Kane reserves the right not to allow personnel of the Contractors onto any County premises if a criminal background check reveals a positive response.
4. At no time will the Contractors be able to employ personnel to work in any County building, without prior approval from Kane County.

Joint Purchasing Program Initiative:

All public agencies as defined by the Illinois Governmental Joint Purchasing Act, as well as not-for-profit agencies that qualify under Section 45-35 of the Illinois Procurement Code, are eligible to participate in joint purchasing programs.

ILL COMP. STAT. ANN §220/2. Definitions for the purpose of this Act: The term "public agency" shall mean any unit of local government as defined in the Illinois constitution of 1970, any school district, any public community collet district, any public building commission, the State of Illinois, any agency of the state government of the United States, or of any other State, any political subdivision of another State, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body of the agency created by the agreement.

Kane County wants to expand on the current benefits of intergovernmental cooperation on a regional basis. The goal of Kane County Purchasing is to combine the resources and purchasing power of governments and not-for-profit entities to negotiate the most favorable contract terms in order to obtain the best quality products and services at the lowest prices. By purchasing through Kane County Joint Purchasing Contracts, participants will save both time and money by not having to duplicate the formal bidding and request for proposal solicitation process.

Illinois statutes, 525/2 from Ch. 85, par. 1602 (Governmental Joint Purchasing Act), authorizes that any governmental unit may purchase personal property, supplies, and services jointly with one or more other governmental units. All such joint purchases shall be by competitive solicitation as provided in Section 4 of this Act.

STATEMENT OF WORK
BID 26-046-TL – QUANTSTUDIO 5 REAL-TIME PCR SYSTEM

I. OVERVIEW:

The County of Kane is accepting competitive sealed bids from qualified and authorized Vendors for the purchase and delivery of one (1) QuantStudio 5 Real-Time PCR System for the Kane County Forensic Laboratory. This is an all-inclusive bid.

II. INTENT OF SPECIFICATIONS:

The specifications listed below are not meant to exclude any particular manufacturer, product, or brand. The product, delivery, and service shall be all-inclusive and complete in all details, including all minor items and accessories or devices necessary for the completion of the sale and services per specifications. Reference to brand names and part numbers is descriptive, but not restrictive; unless otherwise specified, it is understood that the product or service being offered shall meet, exceed, or "Approved Equal" the requirements specified within this bid document.

This procurement posting also aims to confirm with the vendor's community whether the proposed purchase, other related instruments, and consumables are indeed or perhaps a sole-source.

A. SPECIFICATIONS:

Vendors shall provide supporting documents and fully state such deviations or exceptions to the proposed vehicle as part of their bid response. The Vendor shall comply with the true intent of the specifications and not take advantage of any unintentional error or omission. Should the Vendors observe any discrepancy, ambiguity, omission, or be in doubt as to the intention and meaning of any portion of the product specifications and requirements, they should report such to the Kane County Purchasing Office. Clarifications, corrections, and additional information will be made available via addenda.

1. BASE BID

The County of Kane requires a QuantStudio 5 Real-Time PCR System. This is an all-inclusive turnkey bid. The standard specifications and features include the following:

1) can scan barcodes
2) is widely accepted for forensic use
3) meets ISO 13485 standards
4) uses real-time PCR
5) will flag low-quality DNA
6) is a single unit
7) has user-friendly software with cloud connectivity
8) can have an optional extended yearly service contract

III. INSTRUCTIONS & REQUIREMENTS:

A. Additional Information

Vendors shall provide literature, operations manual, and other pertinent information on their proposed system if other than specified or "Approved Equal" and submit it with their bid response. The County would like to utilize the vendor's expertise and knowledge within the specifications and/or descriptions of the system sought for efficiency, a best-fit system for our facility operations, and cost savings.

As the "Approved Equal" is specified, various other than specified will be considered. Vendors shall provide documentation and fully state such deviations or exceptions to the proposed system or unit as part of their bid response. The Vendor shall comply with the true intent of the specifications and not take advantage of any unintentional error or omission. Again, should the Vendor observe any discrepancy, ambiguity, omission, or be in doubt as to the intention and meaning of any portion of the product specifications and requirements, they should report such to the Kane County Purchasing Office.

IV. SPECIAL PROVISIONS:

1. Bid Pricing:

Bid pricing shall be all-inclusive. No additional cost will be paid by the County, which includes but is not limited to administrative charges, fuel charges, freight/shipping or handling charges, and any other costs associated with providing the products and services unless specified directly on the Offer to Contract Form.

2. Delivery:

Delivery of products and services shall be (FOB Destination) to the Kane County location listed as follows:

Kane County Forensic Laboratory
37W755 IL-38, Suite A
St. Charles, IL 60175

3. Award:

It is the intention of Kane County to make a single award to the most responsive and responsible bidder providing the lowest pricing meeting the specifications and contract requirements. Kane County reserves the right to add additional parts or services if it is in the best interest of the County to do so and to compare or accept pricing of all known cooperatives available to local government in Illinois and/or to evaluate by but not limited to: bid completeness, cost and compliance with specifications, lead-time and delivery, references, optional cost for warranty, training and ongoing maintenance and upgrades.

4. Approved Equal:

Throughout the specifications, whenever reference is made to a specific make, model, brand name, catalog number, etc., it is only for the purpose of establishing a product's grade or quality. Since Kane County does not wish to rule out other competition, the phrase "or approved equal" is added. **An "approved equal" is equal to or superior in grade or quality**. Kane County will be the sole judge as to what is an "approved equal" and what is not.

THE ADHERENCE TO ALL CONDITIONS, QUALIFICATIONS, REQUIREMENTS, AND STATEMENTS OF WORK OF THIS BID IS REQUIRED. THE VENDORS SHALL BE RESPONSIBLE FOR CONFIRMING THE ACCURACY OF ALL FIELD MEASUREMENTS AND EQUIPMENT AS STATED IN THE STATEMENT OF WORK, REQUIREMENTS, AND INSTRUCTIONS. THE VENDORS SHALL IMMEDIATELY BRING TO THE OWNER'S ATTENTION IF ANY DISCREPANCIES ARE NOTED ON THIS PROJECT.

This is an electronic bid submittal, and bidding documents are available online to download at https://www.bidnetdirect.com/illinois/kanecounty and Adobe PDF electronic file format of the mechanical inventory list will be made available upon request via e-mail. The Vendors shall visit and register (*registration is free to all vendors*) at the above link to obtain the Invitation to Bid, document titled: ***Bid 26-046-TL – QuantStudio 5 Real-Time PCR System***

5. Offer to Contract Form:

Vendors are required to use the **Offer to Contract Form** to submit a response along with documents under the bidding requirements specified in the *Scope of Work* and other bidding requirements as specified. This form must be signed. The following are mandatory submittals if awarded the service contract, which include a certificate of Insurance per Kane County requirements, Contractor Disclosure, and Familial Relationship Statements. Please reference the attached samples for submittal requirements.

6. Litigation:

Vendors are required to disclose if they have been a party to any lawsuits or arbitration proceedings involving their services within the last five years. Provide a written statement on any pending litigation, please refer to section 34 of the bid's terms and conditions for additional requirements.

V. RESPONSE INSTRUCTIONS

Bid Forms

Vendors are required to use only the Kane County Offer to Contract Form to submit a response and supporting documents, pages (21 - 29). Attach all required submittal documents and pertinent information as requested in this bid package and project manual. Vendors shall reference the above response or submittal instructions for more information.

An original bid response (with all required submittal documents) must be submitted electronically at: https://www.bidnetdirect.com/illinois/kanecounty prior to the submittal date and time. Please upload your bid response through Bidnet Direct, labeled as " **BID 26-046-TL – QuantStudio 5 Real-Time PCR System**" before the deadline on **Wednesday, July 1, 2026, at 10:00 a.m. CST**.

QUESTIONS

ALL QUESTIONS PERTAINING TO THIS REQUEST AND/OR THE SCOPE OF SERVICES SHOULD BE DIRECTED TO THE PURCHASING OFFICE AS LISTED ON THE COVER SHEET, NO LATER THAN JUNE 24, 2026, AT 10:00 A.M., E-MAIL AT PURCHASING@KANECOUNTYIL.GOV

BIDS MUST BE SUBMITTED ELECTRONICALLY AT HTTPS://WWW.BIDNETDIRECT.COM/ILLINOIS/KANECOUNTY

KANE COUNTY

OFFER TO CONTRACT FORM

BID 26-046-TL – QuantStudio 5 Real-Time PCR System

Bid Due Date & Time: 10:00 a.m. CST on Wednesday, July 1, 2026.

Proposals must be submitted electronically to https://www.bidnetdirect.com/illinois/kanecounty

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

Submitted By: _____

I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities, and other contract documents, to irrevocably offer to furnish the products, materials, equipment, and services in compliance with all terms, conditions, specifications, and amendments contained in this 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, Instructions to Bidders, and specifications.*

1. *The vendor has examined the Responsible Bidder Ordinance (RBO – Section 29), Contractor Disclosure (Section 30), and Familial Relationship (attached Public Act 101-0544) of the Instruction to Bidders, and has included or provided a certified document list 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 and compliance with Public Act 101-0544.*

B. For purposes of this offer, the terms Offerer, Bidder, Contractor, and Vendor are used interchangeably.

II. In submitting this Offer, the Vendor acknowledges:

A. All bid documents have been examined: Instructions to Bidder, Statement of Work, and the following addenda: No._____, No. _____, No._____, No._____, No._____,

B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting the 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.

D. If a Prevailing Wage Act or Davis Bacon Act is required for the project, the responsive bidders must include with their bid a separate sheet showing trades to be employed and

E. wage rates to be paid

III. **BID FORM -** The Vendor agrees to furnish and deliver one (1) QuantStudio 5 Real-Time PCR System per bid specifications as follows:

Item No	Description	Min QTY	Unit Cost
1	QuantStudio™ 5 Real-Time PCR System for Human Identification, 96-well, 0.2 mL, desktop	1	
2	HID Real-Time PCR Analysis Software v1.4	1	
3	ABY™ Dye Spectral Calibration Plate, 96-well	1	
4	JUN™ Dye Spectral Calibration Plate, 96-well	1	
5	QuantStudio™ 3/5 10-Dye Spectral Calibration Kit	1	
6	TaqMan™ RNase P Instrument Verification Plate, 96-well (for 0.2 mL block)	1	
7	MicroAmp™ Optical 96-Well Reaction Plate with Barcode	1	
8	MicroAmp™ Optical Adhesive Film	1	
9	MicroAmp™ Optical Adhesive Film Kit	1	
10	Quantfiler Trio Kit (400rxn)	1	
11	Optional AB ASSURANCE, QSTUDIO5, 0.2ML	1	

A TOTAL LUMP SUM OF: _____ $ _____

ADDITIONAL COMMENTS/EQUIPMENT PROPOSED:

_____

_____

_____

_____

_____

_____

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. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE SHALL SIGN THIS SECTION.**

Signature _____ Typed Signature _____

Company _____

Address/City/State _____

Phone # _____ Email _____

Federal I.D./Social Security # _____ Date _____

ACCEPTANCE

The Offer is hereby accepted for the **BID 26-046-TL – QuantStudio 5 Real-Time PCR System.** The Vendor is bound to provide the services and materials listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specifications, and amendments, and the vendor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number **BID *26-046-TL***. The Vendor has been cautioned not to commence any billable work or to provide any supplies or services until said vendor receives a purchase order and or notice to proceed.

_____ _____

Corinne Pierog, MA., MBA Date
Chairman, County Board
Kane County, Illinois

BID SUBMITTALS CHECKLIST

The undersigned Vendor acknowledged and verified that all required documents, statements, and all certificates meeting the County's requirements are included in their bid response. The vendor shall check the following required submittal items checklist to assure the completeness and in order to assemble their bid response.

_____: SIGNED BID OFFER TO CONTRACT FORM with all supporting documents (pages 21-29), including the vendor bid form, as applicable.

_____: VENDOR DISCLOSURE STATEMENT (mandatory submittal if award of contract)

_____: VENDOR FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT (mandatory submittal if award of contract)

_____: PROOF OF CURRENT CERTIFICATE OF INSURANCE (Submit current coverages with bid response). The actual certificate of insurance that meets the County's requirements including naming the County of Kane, as a certificate holder and an additional name insured with required policy endorsements, shall be submitted before issuing of award and contract execution. (See attached sample, a required submittal if award of contract)

_____: REFERENCES & CONTACT INFORMATION

_____: ONE (1) ORIGINAL BID MUST BE SUBMITTED ELECTRONICALLY THROUGH BIDNET DIRECT.

Vendor/Agency: _____

Address/City/State: _____

Phone # _____ Email _____

VENDOR CERTIFICATION

This information is collected for reporting purposes only and will not have any influence on vendor selection. It is required by the State of Illinois. Please check any of the following boxes that apply to the ownership of your firm.

- ☐ Minority-owned Business (MBE)
- ☐ Woman-owned Business (WBE)
- ☐ Business Enterprise Program (BEP)
- ☐ Small Disadvantaged Business (SDB)
- ☐ Kane County Local Business
- ☐ Veteran-owned Business Enterprise (VBE)
- ☐ Service-Disabled Veteran-owned Business Enterprise (SDVBE)
- ☐ Veteran-owned Small Business (VOSB)
- ☐ Persons with Disabilities-owned Business Enterprises (PDBE)
- ☐ N/A – These categories do not apply to my business

Please Note: It is required that you check at least one box.

REFERENCES

QUANTSTUDIO 5 REAL-TIME PCR SYSTEM For
KANE COUNTY BOARD, Geneva, Illinois

List below businesses or other organizations for which you have provided comparable services within the last three years:
Offeror's Name: _____

1. Organization: _____
   Address: _____
   City, State, Zip Code: _____
   Telephone Number: _____
   Contact Person: _____
   Description of Project: _____Date of Project _____
   E-mail Address: _____
2. Organization: _____
   Address: _____
   City, State, Zip Code: _____
   Telephone Number: _____
   Contact Person: _____
   Description of Project: _____Date of Project _____
   E-Mail Address: _____
3. Organization: _____
   Address: _____
   City, State, Zip Code: _____
   Telephone Number: _____
   Contact Person: _____
   Description of Project: _____Date of Project _____
   E-Mail Address: _____
4. Organization: _____
   Address: _____
   City, State, Zip Code: _____
   Telephone Number: _____
   Contact Person: _____
   Description of Project: _____Date of Project _____
   E-Mail Address: _____

CONTRACTOR DISCLOSURE

As of (Today's Date), ABC Company, to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12-month period.

Below is a list of shareholders or owners, with at least 5% holdings in ABC Company:

Mr. John Smith 456 Second Street Geneva, IL 60134	50%
Ms. Sue Jones 456 Second Street Geneva, IL 60134	50%

_____ _____

Officer Date

Title

Subscribed and Sworn this _____ day of _____, 2025

_____

Notary Public

SAMPLE

FAMILIAL RELATIONSHIP DISCLOSURE

As of (Today's Date), ABC Company, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12-month period. "Familial Relationship" is defined in Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than $30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

_____ _____

Officer Date

Title

Subscribed and Sworn this _____ day of _____, 2025

_____

Notary Public

SAMPLE

NO-BID/RFP/RFQ RESPONSE

BID 26-046-TL
QuantStudio 5 Real-Time PCR System

In the event that your organization chooses not to submit a response to this solicitation, the Kane County Purchasing Department is interested in the reasons why vendors/consultants have chosen not to submit a bid or proposal response in order to better serve the taxpayers of Kane County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- ☐ Could not meet the specifications.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements too restricting.
- ☐ Bond requirements too restricting.
- ☐ Scope of services not clearly understood or applicable (too vague, too rigid, etc.).
- ☐ Project not suited to our organization.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid/proposal response.
- ☐ Restricted specifications. A Sole-Source (we could not meet the requirement)
- ☐ Other (please specify):

_____

_____

_____

_____

_____

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

Please send your response to: purchasing@KaneCountyIL.gov

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/3/2015

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
XYZ Insurance Company

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AM Best A Rated Carrier	
INSURER B : AM Best A Rated Carrier	
INSURER C : AM Best A Rated Carrier	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ABC Company

COVERAGES **CERTIFICATE NUMBER:** 1738544639 **REVISION NUMBER:**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	Y	ABC123	12/1/2014	12/1/2015	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$1,000,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY	Y	Y	ABC123	12/1/2014	12/1/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			ABC123	12/1/2014	12/1/2015	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	Y	ABC123	12/1/2014	12/1/2015	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

RE: Job No./Event/Project
PLEASE INCLUDE COPY OF ENDORSEMENTS

County of Kane is included as additional insured on a primary/non-contributory basis for Commercial General Liability as required by written contract (Per CG 2010 & CG2037 or equivalent).
Waiver of Subrogation on General Liability, Auto, & W.C in favor of the additional insureds as required by written contract.

CERTIFICATE HOLDER

County of Kane
719 Batavia Ave., Bldg 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

Your Authorized Signature

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The ACORD name and logo are registered marks of ACORD

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A Statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location(s) of Covered Operations
SAMPLE	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who is an Insured** is amended 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", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. 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
2. That portion 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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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

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
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

SAMPLE

Section II – Who Is An Insured is amended 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 hazard".

© ISO Properties, Inc., 2004

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

CG 20 01 04 13

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Primary & Non-Contributory coverage is required in all of our Templates.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-362

APPROVING THE PURCHASE OF ONE SPECTRUM COMPACT CE INSTRUMENT AND ONE MAXWELL RSC 48 INSTRUMENT FOR THE KANE COUNTY FORENSIC LABORATORY BY THE KANE COUNTY CORONER'S OFFICE

WHEREAS, the Kane County Forensic Laboratory, housed at the Kane County Sheriff's Office, was founded by the members of the Opioid Settlement Fund Committee to enhance the use of forensic testing to track opioid use in this County and to support the justice-involved work of the Coroner's Office, Sheriff's Office, and State's Attorney's Office; and

WHEREAS, the forensic lab team is working toward acquiring the equipment and supplies necessary to ensure the lab is fully functional and compliant so that it is able to meet law enforcement needs for Kane County and beyond, including DNA analysis requirements; and

WHEREAS, Bid Request #26-045-TL was issued for one (1) Spectrum Compact CE Capillary Electrophoresis instrument and one (1) Maxwell RSC 48 DNA Extraction instrument for the Lab; and

WHEREAS, the Spectrum Compact CE is a genetic analyzer required for generating DNA profiles. It is a flexible system that can analyze up to 32 samples simultaneously and does not waste reagents. Furthermore, the Spectrum Compact CE supports next-generation 8-color dye capabilities, which can lead to the generation of DNA profiles even from low quantity and/or quality DNA samples from challenging cases; and

WHEREAS, the Maxwell RSC 48 is an automated system for DNA extraction, a necessary step for generating DNA profiles. This instrument, widely used throughout the forensic community, is very flexible: it can extract 1 to 48 samples at a time, depending on the volume of casework, and features automated extraction to help prevent sample contamination. It extracts the necessary DNA for the profiles that will be generated by the Spectrum Compact CE; and

WHEREAS, Promega Corporation of Madison, WI, the sole source for these instruments, provided a bid in the amount of Eighty-Three Thousand Three Hundred Nine and 00/100 Dollars ($83,309.00) for the Spectrum Compact CE including two years' service agreement, and Seventy-Two Thousand, Two Hundred Sixty-Seven and 00/100 Dollars ($72,267.00) for the Maxwell RSC 48 plus two years' service agreement, or One Hundred Fifty-Five Thousand, Five Hundred Seventy-Six and 00/100 Dollars ($155,576.00) for the complete system; and

WHEREAS, the purchase of the Spectrum Compact CE Capillary Electrophoresis and Maxwell RSC 48 DNA Extraction instruments is included in the Kane County Coroner's FY27 budget with accepted FY24 Foster Community Project Funding Grant; and

WHEREAS, the Spectrum Compact CE will be purchased first, followed by the Maxwell RSC 48 after the initial purchase costs have been reimbursed by the federal grant.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board approves the purchase of one (1) Spectrum Compact CE Capillary Electrophoresis instrument and two-year service agreement at a cost of Eighty-Three Thousand Three Hundred Nine and 00/100 Dollars ($83,309.00), followed by the purchase of one (1) Maxwell RSC 48 DNA Extraction instrument plus a two-year service agreement at a cost of Seventy-Two Thousand, Two Hundred Sixty-Seven and 00/100 Dollars ($72,267.00) from Promega Corporation of Madison, WI, for the Kane County Forensic, and that the Kane County Board Chairman is authorized and directed to execute any necessary contract documents for this purchase.

Line Item: 289.490.496.70120
Line Item Description: Capital Assets
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available?
N/A

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving the Purchase of One Spectrum Compact CE Instrument and One Maxwell RSC 48 Instrument for the Kane County Forensic Laboratory by the Kane County Coroner's Office

Committee Flow:
Judicial Public Safety Committee, Executive Committee, County Board

Contact:
Elizabeth Richards, 630.208.2001

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution seeks approval for the purchase of one Spectrum Compact CE Instrument and one Maxwell RSC 48 Instrument for the Kane County Forensics Lab. The most responsive bidder (Bid #26-045-TL) and sole source for this essential DNA analytic system was Promega Corp. of Madison, WI, with a bid of $83,309 for the Spectrum Compact CE Instrument and $72,267 for the Maxwell RSC 48 Instrument plus two year optional service contracts for each. This was a planned purchase for the lab with federal grant funds that are included in the Kane County Coroner's FY27 budget. The Spectrum equipment will be purchased first, then after the grant reimbursement is received, the purchase of the Maxwell instrument will be completed.

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

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

Telephone: (630) 208-3803
Fax: (630) 208-5107

July 6, 2026

PROCUREMENT SYNOPSIS

Requesting Department:	Kane County Sheriff's Office / Coroner's Office
Procurement Name:	26-045-TL – Spectrum Compact CE and Maxwell RSC 48
Recommended Vendors:	Promega Corporation
Awarded Amount:	$76,065.00 & $63,406.00

NOTIFICATION AND RESPONSE

Public Notices: Bidnet Direct and The Daily Herald

Advertising Date:	June 17, 2026	Notices sent/Plan Holders: 115/14
Proposal Due Date:	July 1, 2026	Proposals Received: 1

PURPOSE

This bid from qualified and authorized Vendors for the purchase of one (1) Spectrum Compact CE and one (1) Maxwell RSC 48 for the Kane County Forensic Laboratory. This is an all-inclusive bid.

The following bid was received:

Vendors	Spectrum Compact CE	Maxwell RSC 48
Promega Corporation – Madison, WI	**$76,065.00**	**$63,406.00**

The Kane County Sheriff's Office and Coroner's Office for the Kane County Forensic Laboratory evaluated all bids in accordance with specifications and contract requirements and has determined that Promega Corporation of Madison, WI., is the lowest responsive and responsible vendor to provide the required equipment and services at the highest quality and value.

Kane County Sheriff's Office and Coroner's Office for the Kane County Forensic Laboratory, with the support of the Purchasing Department, recommends awarding this purchase contract to Promega Corporation of Madison, WI., pending approval by the Committee and the full Kane County Board.

Submitted By:
Tom Laird
Tom Laird
Assistant Director of Purchasing

cc: Sheriff's Office – Forensic Laboratory
Coroner's Office

Promega Corporation
2800 Woods Hollow Road
Madison, WI 53711-5399
United States tel: 608.274.4330 • fax: 608.277.2516 • www.promega.com

June 26, 2026

Tom Laird
Kane County Purchasing Department
719 S. Batavia Avenue, Building A
Geneva, Illinois 60134

RE: BID 26-045-TL Spectrum Compact CE and Maxwell® RSC 48
Kane County Forensic Laboratory

Dear Mr. Laird,

Promega Corporation respectfully submits this comprehensive bid response to the County of Kane for the purchase and delivery of one Spectrum Compact CE capillary electrophoresis instrument and one Maxwell® RSC 48 DNA extraction instrument for the Kane County Forensic Laboratory.

Our Commitment to Forensic Excellence

Promega has been a trusted partner to forensic laboratories across North America for over three decades. As the manufacturer and sole source provider of the Spectrum Compact CE and Maxwell® RSC 48 instruments specified in your request, we are uniquely positioned to deliver a complete, integrated turnkey solution engineered to meet the exacting standards of forensic DNA operations. These systems have been purpose-built for laboratories like Kane County's, delivering the accuracy, reliability, and operational throughput critical to forensic casework.

Why Promega: Expertise and Complete Support

Promega provides unparalleled advantages:

- **Proven Field Performance**: Both instruments are deployed across hundreds of U.S. forensic laboratories—crime labs, government agencies, state police, and private providers—with extensive validation in real-world casework.
- **Comprehensive, All-Inclusive Solution**: Our bid includes equipment, Spectrum Compact welcome package with starter kits, professional on-site training, and extended service contracts.
- **Engineered for Forensic Operations**: The Spectrum Compact CE's single-base resolution, four-capillary platform, 8-dye-compatible CE analysis, and barcode capability accelerate high-volume DNA profiling. The Maxwell® RSC 48's differential extraction, barcode scanning, and liquid-handling integration optimize sample processing workflows for the forensic environment.

Bid Response Completeness

Our submission includes all required documentation:

- Signed Offer to Contract Form with detailed pricing
- Narrative technical requirements and availability confirming equipment specifications and delivery timeline
- Current Certificate of Insurance
- References from current laboratory customers

Commitment to Compliance and Schedule

Promega acknowledges and commits to full compliance with all terms, conditions, and specifications outlined in BID 26-045-TL, including:

- All-inclusive pricing with FOB Destination delivery to the Kane County Forensic Laboratory
- Adherence to insurance requirements and security protocols
- Timely performance and delivery commitments
- Responsive support throughout the contract term

We recognize the critical timeline for Kane County's laboratory operations and are prepared to execute our contract within ten (10) calendar days of acceptance and to prioritize delivery and installation to minimize disruption to your operations.

Next Steps

Should Kane County require any clarification regarding our bid response, technical specifications, or service capabilities, please do not hesitate to contact us. We are prepared to provide detailed product demonstrations or additional documentation as needed.

Thank you for the opportunity to serve the Kane County Forensic Laboratory. We look forward to supporting Kane County's forensic mission with reliable, high-performing DNA analysis and processing solutions.

Respectfully submitted,

Timothy Kupferschmid
Sr. Director, Genetic Identity

KANE COUNTY

OFFER TO CONTRACT FORM

BID 26-045-TL – Spectrum Compact CE and Maxwell RSC 48

Bid Due Date & Time: 10:00 a.m. CST on Wednesday, July 1, 2026.

Proposals must be submitted electronically to https://www.bidnetdirect.com/illinois/kanecounty

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

Submitted By: Promega Corporation

I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities, and other contract documents, to irrevocably offer to furnish the products, materials, equipment, and services in compliance with all terms, conditions, specifications, and amendments contained in this 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, Instructions to Bidders, and specifications.*

1. *The vendor has examined the Responsible Bidder Ordinance (RBO – Section 29), Contractor Disclosure (Section 30), and Familial Relationship (attached Public Act 101-0544) of the Instruction to Bidders, and has included or provided a certified document list 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 and compliance with Public Act 101-0544.*

B. For purposes of this offer, the terms Offerer, Bidder, Contractor, and Vendor are used interchangeably.

II. In submitting this Offer, the Vendor acknowledges:

A. All bid documents have been examined: Instructions to Bidder, Statement of Work, and the following addenda: No._____, No. _____, No._____, No._____, No._____,

B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting the 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.

D. If a Prevailing Wage Act or Davis Bacon Act is required for the project, the responsive bidders must include with their bid a separate sheet showing trades to be employed and

E. wage rates to be paid

III. **A. BID FORM 1 -** The Vendor agrees to furnish and deliver one (1) Spectrum Compact CE capillary electrophoresis instrument per bid specifications as follows:

Item No	Description	Min QTY	Unit Cost
1	Spectrum Compact CE System, including Spectrum Compact Starter kit, Spectrum Compact welcome package and Spectrum compact instrument training	1	$68,821.00
2	Optional extended yearly service contract	1	$7,244.00

A TOTAL LUMP SUM OF: Seventy-six thousand, sixty-five dollars and no cents **$** 76,065.00

The Spectrum Compact CE System will be purchased first separate from the Maxwell RSC 48.

B. BID FORM 2 - The Vendor agrees to furnish and deliver one (1) Maxwell RSC 48 DNA extraction instrument per bid specifications as follows:

Item No	Description	Min QTY	Unit Cost
1	Maxwell RSC 48 instrument	1	$54,545.00
2	Optional extended yearly service contract	1	$8,861.00

A TOTAL LUMP SUM OF: Sixty-three thousand, four hundred six dollars and no cents **$** 63,406.00

ADDITIONAL COMMENTS/EQUIPMENT PROPOSED:

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. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE SHALL SIGN THIS SECTION.**

Signature _____ Typed Signature Timothy Kupferschmid, Sr. Director, Genetic Identity

Company Promega Corporation

Address/City/State 2800 Woods Hollow Road, Madison, WI 53711

Phone # 800-356-9526 Email timothy.kupferschmid@promega.com

Federal I.D./Social Security # 39-1388811 Date June 26, 2026

ACCEPTANCE

The Offer is hereby accepted for the **BID 26-045-TL – Spectrum Compact CE and Maxwell RSC 48**. The Vendor is bound to provide the services and materials listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specifications, and amendments, and the vendor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number **BID *26-045-TL***. The Vendor has been cautioned not to commence any billable work or to provide any supplies or services until said vendor receives a purchase order and or notice to proceed.

_____ _____

Corinne Pierog, MA., MBA Date
Chairman, County Board
Kane County, Illinois

CONTRACTOR DISCLOSURE

Promega Corporation has not made any campaign contributions in the last 12-month period to any Kane County officer or countywide elected officer whose office the contract to be awarded will benefit.

Pursuant to Section 30(B)(a), below is a list of individuals or entities having a legal or beneficial interest of more than five percent (5%) in Promega Corporation:

Name & Address	Ownership %
William A. Linton III 18 Fontana Way Madison, WI 53711 USA	55%
Eppendorf SE Barkhausenweg 1 Hamburg, Germany 22339	16%

Pursuant to Section 30(B)(b), the following individuals are or will be having contact with Kane County employees or officials in relation to this bid:

Name: Kim Huston Title: Forensic Regional Account Manager – Midwest Region –
Contact Info: kimberly.huston@promega.com, 608-772-1844

Pursuant to Section 30(B)(b), the following individuals are or will be having contact with Kane County employees or officials in relation to this bid:

Name: Rachel Frieders Title: Contracts Manager
Contact Info: rachel.frieders@promega.com, 608-210-5999

The undersigned states 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.

Signature Daniel L. Ghoca Date 6/24/26
Title: VP + General Counsel

State of Wisconsin)
) ss.
County of Dane)

Subscribed and sworn to before me
this 24th day of June, 2026

Notary Public, State of Wisconsin
My Commission expires: 1/22/27

FAMILIAL RELATIONSHIP DISCLOSURE

As of June 25, 2026, Promega Corporation, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12-month period. "Familial Relationship" is defined in Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than $30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

Signature _____ Date 6/25/26

Title: VP & GENERAL COUNSEL

State of Wisconsin)
) ss.
County of Dane)

Subscribed and sworn to before me
this 26th day of June, 2026.

Notary Public, State of Wisconsin
My Commission expires: March 21, 2029

RACHEL A. FRIEDERS
NOTARY
PUBLIC
STATE OF WISCONSIN

BID SUBMITTALS CHECKLIST

The undersigned Vendor acknowledged and verified that all required documents, statements, and all certificates meeting the County's requirements are included in their bid response. The vendor shall check the following required submittal items checklist to assure the completeness and in order to assemble their bid response.

X____: SIGNED BID OFFER TO CONTRACT FORM with all supporting documents (pages 21-29), including the vendor bid form, as applicable.

X____: VENDOR DISCLOSURE STATEMENT (mandatory submittal if award of contract)

X____: VENDOR FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT (mandatory submittal if award of contract)

X____: PROOF OF CURRENT CERTIFICATE OF INSURANCE (Submit current coverages with bid response). The actual certificate of insurance that meets the County's requirements including naming the County of Kane, as a certificate holder and an additional name insured with required policy endorsements, shall be submitted before issuing of award and contract execution. (See attached sample, a required submittal if award of contract)

X____: REFERENCES & CONTACT INFORMATION

X____: ONE (1) ORIGINAL BID MUST BE SUBMITTED ELECTRONICALLY THROUGH BIDNET DIRECT.

Vendor/Agency: Promega Corporation

Address/City/State: 2800 Woods Hollow Road, Madison, WI 53711

Phone # 800-356-9526 Email rachel.frieders@promega.com

Promega

Promega Corporation
2800 Woods Hollow Road
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Spectrum Compact CE System Grant & Tender Support Documentation

The Spectrum Compact CE System is a 4-capillary electrophoresis instrument designed for a wide range of sequencing and fragment analysis applications. It is compatible with existing fluorescently labeled dideoxynucleotide triphosphate-based chain termination sequencing chemistries along with 4-, 5-, 6- and 8-dye labeled STR kits commercially available.

The instrument is controlled through a graphical user interface on a touch screen. Spectrum Compact Control Software provides a simple user interface with a clear display of useful features including run set up, consumables and array usage information, as well as system maintenance reminders. The Remote Access Software enables the users to perform basic operations in addition to view analysis results, monitor runs in progress, and download runs using a web browser on a PC connected to the instrument either directly or over a lab network. The provided Barcode Reader is used to capture consumables information for easy installation.

Key Features

Personal, benchtop System

- Compatible with commercially available sequencing kits
- Optimized for a broad range of applications including:

Sanger Sequencing	Fragment Analysis
• *De novo* sequencing • NGS confirmation • Resequencing • Mutation detection • Mitochondrial sequencing	• Microsatellites • PCR sizing • STR genotyping • SNP genotyping

More Efficient Operation

- 4-capillary array (36cm)
- Four 8-well strip tubes for up to 32 samples
- Integrated touch screen operation
  - Easy to use wizard operational workflow
  - Ability to monitor run progress and view analyzes results while a run is in progress
  - Ability to re-inject a sample during current run
  - Export files are compatible with commercially available data analysis software data (.fsa and .ab1 file types supported)

Technical Support and Installation

- On-site installation and instrument operational training
- Service and support plans for preventative maintenance, on-site service and validation support

Full Complement of Consumables and Accessories

- Convenient, plug-and-play, pre-filled consumables
- 2D barcoding for identification and tracking of key consumables

Promega reserves the right to cancel, with a full refund, any PO for the Instrument submitted prior to launch and commercial availability of the Instrument if Promega is unable to meet the terms of any PO for the Instrument or supply the Instrument to Buyer. Promega will not be liable for any costs or losses arising from Promega canceling any PO submitted prior to the Instrument's launch and commercial availability. Any registered or trademarks are properties of their respective owners. Products may be covered by pending or issued patents or may have certain limitations. Please visit our website for more information.

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Supported Dye Set

DYE SET	COLOR CHEMISTRY
Promega 4-dye	4 Color (Fluorescein, JOE, TMR and CXR)
Promega 5-dye	5 Color (Fluorescein, JOE, TMR-ET, CXR-ET and WEN)
Promega 6-dye	6 Color (FL-6C, JOE-6C, TMR-6C, CXR-6C, TOM-6C and WEN)
Promega 8-dye	8 Color (FL-8C, JOE-8C, AQA-8C, TMR-8C, CXR-8C, TOM-8C, WEN-8C, CCO-8C)
Promega 4-dye sequencing	4 color (dROneTen, dRSixG, dTMR, dCXR)
T 4-dye sequencing	4 Color (dR110, dR6G, dTMR and dROX)
T 5-dye	5 Color (6-FAM™, VIC®, NED™, PET™ and LIZ®)
T 6-dye	6 Color (6-FAM™, VIC®, NED™, SID, TAZ and LIZ®)
Q 5-dye	5 Color (6-FAM™, BTG, BTY, BTR and BTO)
Q 6-dye	6 Color (6-FAM™, BTG, BTY, BTR2, BTP and BTO)
Filter1 4-dye	4 Color (Fluorescein, JOE, TMR and CXR)
Filter2 5-dye	5 Color (Fluorescein, JOE, TMR-ET, CXR-ET and WEN)
Filter3 4-dye	4 Color (6-FAM™, HEX™, NED™ and ROX™)
Filter4 4-dye	4 Color (6-FAM™, VIC®, NED™ and ROX™)
Filter5 4-dye	4 Color (5-FAM™, JOE™, NED™ and ROX™)
Filter6 5-dye	5 Color (6-FAM™, VIC®, NED™, PET™ and LIZ®)

Run Module Specifications

Sequencing Run Modules

RUN MODULE	POLYMER TYPE	TYPICAL CONTIGUOUS READ LENGTH (BASES)	AVERAGE RUN TIME (MINUTES)
Fast_Sequence36_Polymer7	Polymer7	≥600	≤34
Standard_Sequence36_Polymer7	Polymer7	≥800	≤68

Fragment Analysis Run Modules

RUN MODULE	POLYMER TYPE	AVERAGE RUN TIME (MINUTES)
Fragment_Analysis36_Polymer7	Polymer7	≤35
Fragment_Analysis36_Polymer4	Polymer4	≤44

Promega reserves the right to cancel, with a full refund, any PO for the Instrument submitted prior to launch and commercial availability of the Instrument if Promega is unable to meet the terms of any PO for the Instrument or supply the Instrument to Buyer. Promega will not be liable for any costs or losses arising from Promega canceling any PO submitted prior to the Instrument's launch and commercial availability. Any registered or trademarks are properties of their respective owners. Products may be covered by pending or issued patents or may have certain limitations. Please visit our website for more information.

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System Components

The Spectrum Compact CE System is supplied as follows:

- Spectrum Compact Capillary Electrophoresis Instrument
    - Spectrum Compact CE System Installation and Instrument Operational Training
    - Spectrum Compact CE System Standard 1-Year Warranty
    - Spectrum Compact Remote Access Software
- Starter Kit (with Service Agreement available separately):

PRODUCT	QTY.
Spectrum Compact Buffer Cartridges, 2 pairs	1
Spectrum Compact Cathode Buffer Septa Mat, 10 pack	1
Spectrum Compact Cathode Buffer Retainer, 4 pack	1
Spectrum Compact Strip Base & Retainer, 32-Well, 4 pack	1
Strip Septa Mat, 8-Well, 24 pack	1
Spectrum Compact Capillary Array, 4-Capillary (36cm)	1
Capillary Preservation Buffer, 10ml	1
Spectrum Compact Polymer-4, 96 wells	1
Spectrum Fragment Analysis Installation Standard*	1
Spectrum Compact Polymer7, 96 wells	1
Spectrum Sequencing Installation Standard*	1

*Reagents necessary for System installation by Promega Representative only.

System Software

The Spectrum Compact CE System includes Spectrum Compact Control Software, with a simple user interface and clear display of useful features including run set up and monitoring, usage information for consumables and arrays, as well as system maintenance reminders. The Remote Access Software enables the users to perform basic operations in addition to view analysis results, monitor runs in progress, and download runs using a web browser on a PC connected to the instrument either directly or over a lab network.

Analysis Software

Spectrum Compact CE System files (.fsa and .ab1) are compatible with most commercially available analysis software packages.
The analysis of 8-color chemistry requires the use of GeneMarker®HID for Spectrum Systems.

Promega reserves the right to cancel, with a full refund, any PO for the Instrument submitted prior to launch and commercial availability of the Instrument if Promega is unable to meet the terms of any PO for the Instrument or supply the Instrument to Buyer. Promega will not be liable for any costs or losses arising from Promega canceling any PO submitted prior to the Instrument's launch and commercial availability. Any registered or trademarks are properties of their respective owners. Products may be covered by pending or issued patents or may have certain limitations. Please visit our website for more information.

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Spectrum Compact CE System Operating Specifications

	SPECIFICATIONS
Dimensions	WDH: 40cm x 60cm x 60cm (15.75in x 23.62in × 23.62in)
Weight	45kg (99lb)
Power Input	100-240VAC; 50/60Hz; 260VA
Operating Environment	15°C – 30°C
Plate Capacity	32 samples (four 8-Well strip tubes)
Injection Throughput	4-capillary array
Service and Warranty	1-year limited warranty on parts and labor Service installation Instrument and operational software training On-site application training will be available separately
Service Agreements	Available separately - please inquire
Validation Support	Available separately - please inquire

Promega reserves the right to cancel, with a full refund, any PO for the Instrument submitted prior to launch and commercial availability of the Instrument if Promega is unable to meet the terms of any PO for the Instrument or supply the Instrument to Buyer. Promega will not be liable for any costs or losses arising from Promega canceling any PO submitted prior to the Instrument's launch and commercial availability. Any registered or trademarks are properties of their respective owners. Products may be covered by pending or issued patents or may have certain limitations. Please visit our website for more information.

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June 26, 2026

To Whom It May Concern:

Promega Corporation, located at 2800 Woods Hollow Road, Madison, WI 53711, is the sole source provider of the Spectrum Compact CE System (Cat.# CE1304). The Spectrum Compact CE System is sold exclusively by Promega Corporation and/or its authorized representatives.

Instrument Overview
The Spectrum Compact CE System (Cat.# CE1304) is a 4-capillary electrophoresis instrument designed for both Sanger sequencing and fragment analysis applications, including short tandem repeat (STR) analysis. The system features a 36 cm capillary array, a 505 nm laser excitation source, and an integrated camera detection system.

The instrument is operated through an integrated touch screen running Spectrum Compact Control Software, which provides an intuitive, wizard-based workflow for run setup, consumable tracking, array usage monitoring, and system maintenance. Remote Access Software enables users to monitor runs in progress, view analysis results, and download data via a web browser on any PC connected to the instrument directly or over a lab network.

Validated Chemistry Support for up to 8-Dye STR Systems
The Spectrum Compact CE System supports 8-dye STR technology, including the National DNA Index System (NDIS) approved PowerPlex® 35GY System, while maintaining full compatibility with 4-, 5-, and 6-dye labeled STR kits from multiple vendors. Validation of the Spectrum Compact CE System demonstrated reliable, reproducible results for STR fragment analysis suitable for use in a forensic casework laboratory.

Operational Efficiency
- 4-capillary array (36 cm)
- Compact footprint suited for laboratories with limited bench space
- Capacity for four 8-well strip tubes (up to 32 samples)
- Integrated touch screen with wizard-based operation
- Ability to monitor run progress, view analyzed results while a run is in progress, and re-inject samples during an active run
- Remote Access Software for off-instrument run monitoring, results review, and data download via web browser
- Export files compatible with commercially available data analysis software (.fsa and .ab1 file types supported)
- 8-dye STR analysis requires compatible software; GeneMarker®HID Software for Spectrum Systems is fully supported by Promega
- Sanger sequencing capability for next-generation sequencing (NGS) verification and other genomic applications, a feature not available on the 8-capillary Spectrum CE System

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Installation and Technical Support

- On-site installation by certified Promega representatives, including instrument training
- Service and support plans encompassing preventative maintenance and on-site repair service

Full Complement of Consumables and Accessories

- Convenient, plug-and-play, pre-filled consumables
- 2D barcoding for identification and tracking of key consumables

Sincerely,

Margaret Ewing
Product Manager
Genetic Identity
Promega Corporation

Confidential Quote 303004-0

Start Date: 6/23/2026
Expiration Date: 12/31/2026
Revision: 0
Currency: US Dollar

KANE COUNTY FORENSIC LABORATORY

Sarah Ware
37W755 IL Rt 38
Suite A, Room 233
St. Charles, IL 60175
USA
Phone:+1 (224) 493-0447
Email:waresarah@kanecountyil.gov

Promega Corporation

Kimberly Huston

Email: kimberly.huston@promega.com

Customer Service
Phone: (800) 356-9526
Fax: (800) 356-1970

To Place Order
Email Purchase Order (with Quote # referenced) to orders@promega.com

We are pleased to submit the following quotation. If you have any questions, please contact the representative listed.

Item #	Product Description	UOM	Customer Price
CE1304	Spectrum Compact CE System, 4-Capillary	EA	$67,821.00
CE1307	Spectrum Compact Starter Kit	EA	$0.00
S3111	Spectrum Compact Instrument Training	EA	$0.00
CE5399	Spectrum Compact Welcome Package	EA	$0.00
S3112	CE Fragment Analysis Chemistry Training	EA	$0.00
SA6131	Spectrum Compact CE Standard Service Agreement	EA	$7,244.00
TBD	Spectrum Compact Freight Estimate	EA	$1,000.00
		Total:	***$76,065.00***

The Spectrum Compact freight charge includes delivery of the instrument and the starter kit accessory package that ships separately. Placement of the instrument inside the laboratory and the disposal of all system packaging is also included.

Installation of the Spectrum Compact CE System and end-user training is 4-6 weeks after order is received.
Customer Notes:

All prices and specifications are subject to change without prior notice. Discount percent will remain applicable through the expiration date of this quote. Terms are subject to credit approval.

All orders of products made pursuant to this quotation shall be subject to Promega's standard Terms and Conditions as set forth on its website at http://www.promega.com/legal/terms-and-conditions.

Orders From This Quote Cannot be Sent EDI

- **The CE1307 Spectrum Compact Starter Kit includes all the necessary consumables and reagents to install the instrument and perform training.**
- **The CE1305 Spectrum Compact Starter Kit includes the same consumables and reagents as the CE1307 Spectrum Compact Starter Kit, as well as a one-year Standard Service Agreement.**
- **The Spectrum Compact Instrument Training is a guided, in-depth, hands-on learning experience that focuses on instrument navigation, operation, and data assessment using control samples. Training also includes instrument maintenance. Recommended 1–4 people per training.**
- **Service Agreements are available beyond the 1-year Warranty (included with System). Discounts will be available when Service Agreements are purchased at the time of instrument purchase as well as for 2-year and 3-year Service Agreements. Additionally, a Premier upgrade is available for the Warranty in limited regions.**

Start Date: 6/23/2026
Expiration Date: 12/31/2026
Revision: 0
Currency: US Dollar

Ordering Information / Terms and Conditions

Quotation 303004, Revision 0 must be referenced when placing this order.

All prices and specifications are subject to change without notice. Discount percentage will remain applicable through the expiration date of this quote. Terms are subject to credit approval.

For questions regarding this quote, please contact the representative listed on this quote.

Payment Terms: Net due in 30 days.

Customer Service Ordering Info

Phone: (800) 356-9526
Fax: (800) 356-1970

See Terms and Conditions for Additional Information

Purchase Order - If you select to bill to your company or institution using a purchase order, you will need to provide the purchase order number during the checkout process. To expedite checkout, you may create and save a default purchase order for multiple orders.

Credit Card - We accept Visa, MasterCard and American Express. If you select to pay by credit card, we will ask you for the account number, expiration date and name on the card.

Invoicing Your Order - Your invoice will be sent to the billing address. Payment terms are listed above.

Delivery Schedule - Orders requiring wet or dry ice are shipped via overnight express service. If your order contains only ambient temperature items, second-day service may be selected. Overnight orders are shipped according to the following schedule:

- Monday -Thursday: All orders received by 4:00 p.m. Central Time are delivered the following morning.
- Friday: All orders received by 4:00 p.m. Central Time are delivered the following Monday morning.
- We do not ship on these US holidays: Memorial Day; Independence Day (4th of July); Labor Day; Thanksgiving; Christmas; New Year's Day.

Want Free Shipping?

Learn more about the Promega Free Shipping Program at https://www.promega.com/support/shipping-schedule-and-rates/
Additional freight charges may apply for selected instruments. Please contact Promega Customer Service for more information.

Corporate Responsibility

For over 35 years, Promega has embraced the values of social and environmental responsibility. We are committed to providing value to our customers, our communities and our natural environment. Visit http://www.promega.com/responsibility to learn more.

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S.

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Maxwell® RSC 48 Instrument – Grant & Budget Support Documentation for Forensic Workflows

Overview of the Maxwell® RSC 48 Automated Nucleic Acid Extraction System

The Maxwell® RSC 48 Instrument (Cat.# AS8500) is Promega's high-throughput platform for automated nucleic acid purification at the benchtop. Designed to meet the needs of forensic and casework laboratories, the Maxwell® RSC 48 provides reliable, reproducible extraction of DNA from the challenging sample types routinely encountered in forensic DNA analysis. By combining preprogrammed extraction protocols with prefilled, single-use cartridges provided in reagent kits, the instrument eliminates the variability associated with manual extraction methods while significantly reducing hands-on time and the risk of sample processing errors or sample-to-sample contamination.

Extraction in the Maxwell® System is based on paramagnetic particle (PMP) technology: prefilled cartridges containing lysis/binding buffer, paramagnetic particles, and wash buffers are loaded onto the Maxwell® instrument, and magnetic rods (enclosed by disposable plungers) are used to actively mix the particles and move them through a series of extraction steps. This approach eliminates clogs or drips associated with column-based extraction methods. The disposable plungers used in each run are single-use and prevent cross contamination between samples.

The Maxwell® RSC 48 processes 1–48 samples per run using two removable 24-position deck trays, making it well-suited for medium- to high-throughput forensic laboratories that need to manage casework volume and reduce sample backlogs. The instrument is supplied with a tablet-based touchscreen controller with the Maxwell® RSC 48 software pre-installed.

How the Maxwell® RSC 48 Works

The Maxwell® RSC 48 uses a simple workflow that takes the user from prepared sample to purified nucleic acid with minimal hands-on intervention:

- ***Prepare for extraction:*** the Maxwell® cartridge foil seal is removed, and the prepared sample is added to the prefilled cartridge well(s). A simple guided setup for each sample type and Maxwell® kit are provided. Some forensic samples, such as swabs, may require additional sample preprocessing steps before addition to the cartridge.
- ***Load the samples into the instrument:*** The prepared Maxwell® cartridges, elution tubes with elution buffer, and disposable plungers are loaded into the Maxwell® instrument. A preprogrammed extraction method, provided on the instrument, is selected to run.

- ***Extraction:*** The instrument automatically performs the lysis, binding, washing, and elution steps, delivering purified nucleic acid into the elution tubes at the end of the instrument run. During the extraction no user supervision is needed; users can walk away and return when the nucleic acids are ready for downstream use.

The automated steps performed by the Maxwell® RSC 48 Instrument include sample lysis in the presence of specially formulated lysis and/or binding buffer; binding of nucleic acids to paramagnetic particles; sequential washing of the bound nucleic acid away from other cellular components; and elution of the purified target nucleic acid product.

Maxwell® RSC 48 Instrument Specifications

Instrument	Maxwell® RSC 48 (AS8500)
Sample Capacity	1–48 samples; (2) 24-position removable trays
Dimensions	53 cm W × 53 cm D × 35.5 cm H
Weight	70 lb (31.75 kg) est.
Power	100–240 VAC, 50/60 Hz; autosensing; 4 A
Operating Temperature	15°C – 25°C
UV Decontamination	Integrated UV light; avg. lifetime ~6,000 hours
Vision System	Integrated; verifies cartridge, seal, plunger, and elution tube placement
Regulatory Status	Research Use Only
Warranty	1-year limited warranty on parts and labor
Included System Components	• Maxwell® RSC 48 Instrument with (2) 24-cartridge trays • Surface Pro Windows Tablet with Maxwell® RSC 48 software installed, integrated tablet stand holder • UV bulb pre-installed, USB 2D bar code reader, region-specific power cord • Quick Start Guide and Set Up Guide

Key Features and Differentiating Advantages

Proven Reliability

With over 4,000 Maxwell® instruments in active use worldwide, the Maxwell® System platform has a well-established track record of reliability. Reported average instrument uptimes of greater than 97% (based on service records between 2019–2025) reflect the robustness of the platform and the quality of Promega's manufacturing and service infrastructure. Prefilled cartridges and pre-programmed extraction methods minimize the opportunity for user setup errors that can compromise results.

Built for Forensic Casework

The Maxwell® RSC 48 is validated for use with Promega's forensic reagent kits, supporting automated DNA extraction from casework samples as well as semi-automated differential extraction of sexual assault evidence. Automation provides consistent, reproducible results and helps forensic laboratories efficiently process samples to reduce casework and sexual assault evidence kit (SAEK) backlogs. Promega forensic products are manufactured in alignment with the ISO 18385 standard, which ensures minimal risk of human DNA contamination for products used to collect, store, and analyze biological materials for forensic purposes.

High-Quality DNA for Downstream Applications

Maxwell® eluates are optimized for compatibility with demanding downstream forensic applications. DNA obtained on the Maxwell® RSC 48 can be quantified using the PowerQuant® System and amplified using the PowerPlex® STR multiplex of choice. The paramagnetic particle-based chemistry, combined with heated elution tube positions, maximizes nucleic acid recovery and purity.

Compact Design

The Maxwell® RSC 48 instrument has an impressively small footprint relative to throughput capacity. Unlike other automated extraction platforms, the Maxwell® RSC 48 can fit onto any standard laboratory benches, making it ideal for laboratories where space is limited.

Simple, Intuitive Touchscreen Software

The instrument uses a tablet-based touchscreen interface with Promega-supplied protocols pre-installed for all supported kits. Administrator controls provide technical elements supporting 21 CFR Part 11 compliance (e.g., user authentication and authorization, data integrity and protection, electronic signatures and audit trails) when used with the appropriate laboratory workflow. The Maxwell® RSC 48 software additionally incorporates built-in error checking of tray and cartridge preparation prior to run initiation via the integrated vision system.

Network Connectivity and Data Export

The Maxwell® RSC 48 is network-capable, supporting export of run reports and extraction data to network drive locations. Integration with the Promega Portal software allows sample processing data and sample tracking to be connected with the Maxprep® Liquid Handler (Cat.# AS9105, AS9205), enabling end-to-end workflow traceability for laboratories with higher automation needs.

System Software

The Maxwell® RSC 48 software provides a streamlined user experience with access to all Promega-supplied extraction protocols. Key software features include:

- Pre-loaded, validated protocols for all supported Maxwell® reagent kits
- Configurable administrator and user access levels
- Sample ID entry and kit lot number tracking for full traceability
- Network-based report and data export
- Promega Portal integration for connection with Maxprep® Liquid Handler workflows
- Built-in error checking prior to run initiation

Compatible Maxwell® Forensic Reagent Kits

The Maxwell® RSC 48 is compatible with the following Promega forensic reagent kits for automated casework DNA extraction and semi-automated differential extraction. Both kits are validated for use on the Maxwell® RSC 48 Instrument and process up to 48 samples per run.

Catalog #	Description	Application	Typical Extraction Times
AS1550	Maxwell® FSC DNA IQ™ Casework Kit	Casework DNA extraction	23 min
AS1870	Maxwell® DE System	Differential extraction	71 min

Maxwell® FSC DNA IQ™ Casework Kit (Cat.# AS1550)

Designed for optimal DNA extraction from forensic casework samples, including blood stains, semen stains, hairs, cigarette butts, tissue samples, and trace or “touch” DNA. The kit uses the same trusted DNA IQ™ chemistry as the DNA IQ™ System in a convenient prefilled cartridge format, and is optimized to provide a final DNA extract in a pure, concentrated format with an elution volume of no more than 50 µl. Easy-to-use spin baskets circumvent the need to transfer swabs, helping to minimize cross-contamination. Cartridge setup can be automated with the Maxprep® Liquid Handler to remove additional hands-on steps.

Frequently used with: Casework Extraction Kit (Cat.# DC6745) for sample preprocessing; CW Spin Baskets (AS8101); CW Microfuge Tubes (AS8201). Not for Medical Diagnostic Use.

Maxwell® DE System (Cat.# AS1870)

A semi-automated solution for medium- and high-throughput separation of the sperm and non-sperm fractions of sexual assault samples. Automated washes reduce the manual labor and analyst-to-analyst variability associated with manual differential extraction, while flexible protocol options adapt the workflow to laboratory needs across up to 48 samples per run. Sperm DNA is recovered with high efficiency, and no further purification of the sperm and non-sperm lysates is required for downstream use with the PowerQuant® and PowerPlex® Systems. The system includes all components necessary for differential extraction.

Compatible downstream with PowerQuant® and PowerPlex® Systems. Not for Medical Diagnostic Use.

Technical Support, Service, and Warranty

Promega offers a comprehensive support ecosystem to ensure successful implementation and long-term performance of the Maxwell® RSC 48:

- 1-Year limited warranty on parts and labor, included with the instrument
- Extended service contracts available for preventative maintenance, on-site service, and validation support
- User-installable device — no specialized installation required
- Dedicated teams for technical support, application testing, and instrument servicing
- Training available via remote or on-site demonstration

Promega Corporation
2800 Woods Hollow Road
Madison, WI 53711-5399
United States

tel: 608.274.4330 • fax: 608.277.2516 • www.promega.com

To Whom It May Concern,

The **Maxwell® RSC 48 Instrument (Cat.# AS8500)**, used in combination with the **Maxwell® FSC DNA IQ™ Casework Kit (Cat.# AS1550)**, is designed for the automated isolation of nucleic acids from forensic and casework samples. Promega has conducted **developmental validation studies** for this system in accordance with:

- DNA Advisory Board Quality Assurance Standards for Forensic DNA Testing Laboratories (2011)
- Revised Validation Guidelines by the Scientific Working Group on DNA Analysis Methods (SWGDAM, 2016)

These studies support the use of the **Maxwell® RSC 48 Instrument** as a validated platform for forensic DNA workflows.

In addition to meeting published forensic validation standards, the Maxwell® RSC 48 Instrument provides competitive advantages for forensic and casework laboratories through its integration with DNA IQ™ resin-based purification chemistry. The DNA IQ™ system selectively binds DNA, enabling consistent recovery from low-template, degraded, and inhibitor-rich forensic samples such as sexual assault evidence, touch DNA, and environmentally challenged substrates. Unlike non-selective silica-based methods, the DNA IQ™ resin chemistry supports differential handling of inhibitors commonly encountered in forensic evidence, including hematin, indigo dyes, humic substances, and tannins.

The Maxwell® RSC 48 platform offers flexibility across a broad range of forensic sample types and workflows while maintaining reproducible performance through automated, closed-cartridge processing. Controlled resin handling within the cartridge format minimizes variability associated with manual magnetic particle manipulation and reduces the risk of inhibitor carryover into the final eluate. These attributes contribute to reliable downstream STR amplification and support consistent profile generation from challenging forensic samples.

Below are the specifications of Maxwell® RSC 48 Instrument:

The Maxwell® RSC 48 Instrument is a platform for the automated purification of nucleic acid from a range of sample types. The purification methods use sample lysis and binding to paramagnetic particles as the primary separation principle. The Maxwell® RSC 48 can extract 1-48 samples in a single run. The automated steps performed by the Maxwell® RSC 48 Instrument include:

- Sample lysis in the presence of a specially formulated Lysis Buffer
- Binding of nucleic acids to paramagnetic particles
- Washing of the bound target molecules away from other cellular components
- Elution of the product

Key Features

Personal, Benchtop System

- Two removeable 24-cartridge trays for processing 1-48 samples
- Heated elution tube positions for more efficient elution of nucleic acids

- Tablet, touchscreen controller with Maxwell® controlling software installed
- Integrated UV light for instrument sanitization
- Network capable for exporting reports and data to network drive locations
- Integrated Vision System for detecting cartridge presence, proper seal removal, plunger placement, and proper elution tube placement
- Promega Portal software for incorporating sample processing data and sample tracking from Maxprep® Liquid Handler

Technical Support and Installation

- User installable device
- Service and support plans for preventative maintenance, on-site service and validation support

Full Complement of Consumables and Accessories

- Application and sample type specific kits and extraction protocols
- USB barcode reader for scanning of sample IDs and Maxwell® Kits
- Integrated sample quantitation using the Quantus™ Fluorometer
- 24-position Elution Magnet device for additional clearing of paramagnetic particles from eluates
- USB-Ethernet adapter to support network connection

System Components

The Maxwell® RSC 48 System is supplied with the following:

- Maxwell® RSC 48 Instrument
- Two 24-cartridge position trays
- Surface Pro Windows 10 Tablet with Maxwell® RSC 48 software installed
- Integrated tablet stand holder
- UV bulb pre-installed
- USB 2D bar code reader
- Region-specific power cord
- Quick Start Guide
- Set Up Guide

System Software

The Maxwell® RSC 48 includes a simple user interface with Promega-supplied protocols available to support compatible Maxwell® Kits. The software provides built-in error checking of proper deck tray and cartridge preparation prior to running. Administrator controls provide different levels of user inputs such as sample IDs, kit lot tracking, etc. The software provides the ability to directly add quantitation results to extracted samples when utilized with the Quantus™ Fluorometer.

Maxwell® RSC 48 Instrument Operating Specifications

SPECIFICATIONS	
Sample Capacity	1 -48 Samples; (2) 24 position, removable trays
Regulatory	Research Use Only
Dimensions	Overall: 53cm W x 53cm D x 35.5cm H
Weight	70 kb (31.75 kg) est.

Main Power Voltage	100-240VAC, 50/60Hz; autosensing; 4 Amps
Operating Environment	15° - 25°C
Service and Warranty	1-year limited warranty on parts and labor Extended service contracts will also be available separately – please enquire
UV-Bulb	Average lifetime approximately 6,000 hours, length 135.9mm, diameter 16mm, 4W, 0.17A current, 29V, spectral peak F 253.7, UV output 0.9W

Collectively, these system attributes address the analytical challenges inherent to forensic DNA casework and provide technical capabilities not readily replicated by alternative platforms.

Sincerely,

Monica Yue
Product Manager – Genomics and Instruments

Confidential Quote 303003-0

Start Date: 6/23/2026
Expiration Date: 12/31/2026
Revision: 0
Currency: US Dollar

KANE COUNTY FORENSIC LABORATORY

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Promega Corporation

Kimberly Huston

Email: kimberly.huston@promega.com

Customer Service
Phone: (800) 356-9526
Fax: (800) 356-1970

To Place Order
Email Purchase Order (with Quote # referenced) to orders@promega.com

We are pleased to submit the following quotation. If you have any questions, please contact the representative listed.

Item #	Product Description	UOM	Customer Price
AS8500	Maxwell(R) RSC 48 System	EA	$54,280.00
SA1353	Maxwell(R) RSC 48 Premier Service Agreement	EA	$8,861.00
TBD	Maxwell Estimated Freight Charges	EA	$265.00
		Total:	***$63,406.00***

Please visit www.promega.com/ordersupport for delivery information

Delivery Statement: 1-3 days ARO for Kits; 1-3 weeks ARO for instrumentation.
Customer Notes:

All prices and specifications are subject to change without prior notice. Discount percent will remain applicable through the expiration date of this quote. Terms are subject to credit approval.

Start Date: 6/23/2026
Expiration Date: 12/31/2026
Revision: 0
Currency: US Dollar

Ordering Information / Terms and Conditions

Quotation 303003, Revision 0 must be referenced when placing this order.

All prices and specifications are subject to change without notice. Discount percentage will remain applicable through the expiration date of this quote. Terms are subject to credit approval.

For questions regarding this quote, please contact the representative listed on this quote.

Payment Terms: Net due in 30 days.

Customer Service Ordering Info

Phone: (800) 356-9526
Fax: (800) 356-1970

See Terms and Conditions for Additional Information

Purchase Order - If you select to bill to your company or institution using a purchase order, you will need to provide the purchase order number during the checkout process. To expedite checkout, you may create and save a default purchase order for multiple orders.

Credit Card - We accept Visa, MasterCard and American Express. If you select to pay by credit card, we will ask you for the account number, expiration date and name on the card.

Invoicing Your Order - Your invoice will be sent to the billing address. Payment terms are listed above.

Delivery Schedule - Orders requiring wet or dry ice are shipped via overnight express service. If your order contains only ambient temperature items, second-day service may be selected. Overnight orders are shipped according to the following schedule:

- Monday -Thursday: All orders received by 4:00 p.m. Central Time are delivered the following morning.
- Friday: All orders received by 4:00 p.m. Central Time are delivered the following Monday morning.
- We do not ship on these US holidays: Memorial Day; Independence Day (4th of July); Labor Day; Thanksgiving; Christmas; New Year's Day.

Want Free Shipping?

Learn more about the Promega Free Shipping Program at https://www.promega.com/support/shipping-schedule-and-rates/
Additional freight charges may apply for selected instruments. Please contact Promega Customer Service for more information.

Corporate Responsibility

For over 35 years, Promega has embraced the values of social and environmental responsibility. We are committed to providing value to our customers, our communities and our natural environment. Visit http://www.promega.com/responsibility to learn more.

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/24/2026

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 have ADDITIONAL INSURED provisions or 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
Aon Risk Services Central, Inc.
Milwaukee WI Office
10700 Research Drive
Suite 450
Milwaukee WI 53226 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (414) 271-6420 FAX (A/C. No.): (414) 271-4103
E-MAIL ADDRESS:

INSURED
PROMEGA CORPORATION
2800 Woods Hollow Road
Madison WI 53711 USA

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A:	The Charter Oak Fire Insurance Company	25615
INSURER B:	Travelers Property Cas Co of America	25674
INSURER C:	The Travelers Indemnity Co of CT	25682
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570121118183 **REVISION NUMBER:**

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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	Y		H6607E155531COF25	08/15/2025	08/15/2026	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	Excluded
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			810-3N117793-25-I2-G	08/15/2025	08/15/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
							Medical Payments Lia	$5,000
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10,000			CUP2J73838525I2	08/15/2025	08/15/2026	EACH OCCURRENCE	$20,000,000
							AGGREGATE	$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UBB844329925I2E	08/15/2025	08/15/2026	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$500,000
							E.L. DISEASE-EA EMPLOYEE	$500,000
							E.L. DISEASE-POLICY LIMIT	$500,000
B	E&O - Technology			ZPL71N4218A25I2 Cyber- Claims Made SIR applies per policy terms & conditions	08/15/2025	08/15/2026	Aggregate Limit Retention	$5,000,000 $250,000

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

County of Kane is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

County of Kane
719 Batavia Ave., Bldg. A
Geneva IL 60134 USA

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

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570121118183

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR MEDICAL AND BIOTECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Clinical Trial Participants – Bodily Injury To Employees Or Volunteer Workers

C. Who Is An Insured – Unnamed Subsidiaries

D. Who Is An Insured – Medical Or Biotechnology Products Advisors And Contract Or Clinical Research Organizations

E. Who Is An Insured – Employees – Supervisory Positions

F. Who Is An Insured – Employees – Representations, Warnings Or Instructions With Respect To Products Or Work

G. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

H. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures

I. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement

J. Blanket Additional Insured – Broad Form Vendors

K. Blanket Additional Insured – Controlling Interest

L. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

M. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

N. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

O. Medical Payments – Increased Limit

P. Blanket Waiver Of Subrogation

Q. Contractual Liability – Railroads

R. Damage To Premises Rented To You

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

(a) 75 feet long or less; and

(b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 75 feet long or less; and

(2) Not being used to carry any person or property for a charge.

B. CLINICAL TRIAL PARTICIPANTS – BODILY INJURY TO EMPLOYEES OR VOLUNTEER WORKERS

1. The following is added to Exclusion **e.**, **Employer's Liability**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

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This exclusion also does not apply to "bodily injury" to an "employee" arising out of his or her voluntary participation as a human subject in a "clinical trial".

2. The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a co-"employee" or co-"volunteer worker" arising out of his or her voluntary participation as a human subject in a "clinical trial".

C. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

D. WHO IS AN INSURED – MEDICAL OR BIOTECHNOLOGY PRODUCTS ADVISORS AND CONTRACT OR CLINICAL RESEARCH ORGANIZATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is serving or has served as:

a. An advisor or consultant, including a scientific advisory board and its members, in a review of the design or development of "your medical products" or "your biotechnology products"; or

b. A contract or clinical research organization, including its employees, for a "clinical trial" of "your medical products" or "your biotechnology products";

is an insured, but only for "bodily injury" or "property damage" arising out of those products. However, no such person or organization is an insured for "bodily injury" or "property damage" arising out of its providing or failing to provide professional health care services.

E. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

F. WHO IS AN INSURED – EMPLOYEES – REPRESENTATIONS, WARNINGS OR INSTRUCTIONS WITH RESPECT TO PRODUCTS OR WORK

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" or "personal injury" arising out of any:

(i) Representation made at any time, or that should have been made, by any of your "employees" with respect to the fitness, quality, durability, performance, handling, maintenance, operation, safety, or use of "your products" or "your work"; or

(ii) Warnings or instructions provided, or that should have been provided, by any of your "employees" with respect to "your products" or "your work".

G. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if

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there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization, other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

H. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

I. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

J. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such vendor does not apply to:

(1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;

(2) Any change in "your products" made by such vendor;

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(3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

(5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

(6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or

b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

K. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

L. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

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M. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

N. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

O. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

P. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

Q. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

R. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION – EXCEPTION FOR DAMAGES ASSUMED IN AN INSURED CONTRACT APPLIES ONLY TO NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following replaces Paragraph **(2)** of Exclusion **b.**, **Contractual Liability**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) Assumed by you in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. The following replaces the beginning of Paragraph **2.**, and Paragraphs **2.a.**, **b.**, **c.**, **d.** and **e.**, of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

2. If we defend you against a "suit" and your indemnitee is also named as a party to the "suit", we will have the right and duty to defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which you have assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by you;

c. The obligation to defend, or the cost of the defense of, that indemnitee has also been assumed by you in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that we determine that no conflict exists between your interests and the interests of the indemnitee;

e. You and the indemnitee ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend you and the indemnitee; and

3. The following replaces the last sentence of Paragraph **2.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

Our obligation to defend your indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	**Number of Days Notice:** 90
WHEN WE DO NOT RENEW (Nonrenewal):	**Number of Days Notice:** 90

PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

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VENDOR CERTIFICATION

This information is collected for reporting purposes only and will not have any influence on vendor selection. It is required by the State of Illinois. Please check any of the following boxes that apply to the ownership of your firm.

- ☐ Minority-owned Business (MBE)
- ☐ Woman-owned Business (WBE)
- ☐ Business Enterprise Program (BEP)
- ☐ Small Disadvantaged Business (SDB)
- ☐ Kane County Local Business
- ☐ Veteran-owned Business Enterprise (VBE)
- ☐ Service-Disabled Veteran-owned Business Enterprise (SDVBE)
- ☐ Veteran-owned Small Business (VOSB)
- ☐ Persons with Disabilities-owned Business Enterprises (PDBE)
- ☒ N/A – These categories do not apply to my business

Please Note: It is required that you check at least one box.

REFERENCES

SPECTRUM COMPACT CE AND MAXWELL RSC 48 For

KANE COUNTY BOARD, Geneva, Illinois

List below businesses or other organizations for which you have provided comparable services within the last three years:

Offeror's Name: Promega Corporation

1. Organization: Lake County Regional Forensic Lab
   Address: 235 Fairgrounds Rd
   City, State, Zip Code: Painesville, OH 44077
   Telephone Number: (440) 350-5934
   Contact Person: LeAnne Suchanek
   Description of Project: Purchased Spectrum Compact Date of Project 11/3/25
   E-mail Address: lsuchanek@lakecountyohio.gov
2. Organization: Syracuse University Forensic and National Security Sciences Institute
   Address: 107 College Place, 120 Life Science Building
   City, State, Zip Code: Syracuse, NY 13244
   Telephone Number: (315) 443-5279
   Contact Person: Mike Marciano
   Description of Project: Purchased Spectrum Compact Date of Project 6/14/24
   E-Mail Address: mamarcia@syr.edu
3. Organization: Oklahoma City Police Department
   Address: 616 Colcord Dr, Forensic DNA Laboratory
   City, State, Zip Code: Oklahoma City, OK 73102
   Telephone Number: (405) 316-4350
   Contact Person: Campbell Ruddock
   Description of Project: Purchase of Maxwell RSC 48 Date of Project 12/21/23
   E-Mail Address: campbell.ruddock@okc.gov
4. Organization: Southwest Louisiana Crime Lab
   Address: 722B Dora St
   City, State, Zip Code: Lake Charles, LA 70601
   Telephone Number: (337) 491-7923
   Contact Person: Monica Quaal
   Description of Project: Purchase of Maxwell RSC 48 Date of Project 5/9/23
   E-Mail Address: mquaal@cpso.com

Confidential Quote 303004-1

Start Date: 7/6/2026
Expiration Date: 12/31/2026
Revision: 1
Currency: US Dollar

KANE COUNTY FORENSIC LABORATORY

Sarah Ware
37W755 IL Rt 38
Suite A, Room 233
St. Charles, IL 60175
USA
Phone:+1 (224) 493-0447
Email:waresarah@kanecountyil.gov

Promega Corporation

Kimberly Huston

Email: kimberly.huston@promega.com

Customer Service
Phone: (800) 356-9526
Fax: (800) 356-1970

To Place Order
Email Purchase Order (with Quote # referenced) to orders@promega.com

We are pleased to submit the following quotation. If you have any questions, please contact the representative listed.

Item #	Product Description	UOM	Qty.	Customer Price	Extended Price
CE1304	Spectrum Compact CE System, 4-Capillary	EA	1	$67,821.00	$67,821.00
CE1307	Spectrum Compact Starter Kit	EA	1	$0.00	$0.00
S3111	Spectrum Compact Instrument Training	EA	1	$0.00	$0.00
CE5399	Spectrum Compact Welcome Package	EA	1	$0.00	$0.00
S3112	CE Fragment Analysis Chemistry Training	EA	1	$0.00	$0.00
SA6131	Spectrum Compact CE Standard Service Agreement	EA	2	$7,244.00	$14,488.00
TBD	Spectrum Compact Freight Estimate	EA	1	$1,000.00	$1,000.00
			Total:		***$83,309.00***

The Spectrum Compact freight charge includes delivery of the instrument and the starter kit accessory package that ships separately. Placement of the instrument inside the laboratory and the disposal of all system packaging is also included.

Installation of the Spectrum Compact CE System and end-user training is 4-6 weeks after order is received.
Customer Notes:

All prices and specifications are subject to change without prior notice. Discount percent will remain applicable through the expiration date of this quote. Terms are subject to credit approval.

All orders of products made pursuant to this quotation shall be subject to Promega's standard Terms and Conditions as set forth on its website at http://www.promega.com/legal/terms-and-conditions.

Orders From This Quote Cannot be Sent EDI

- **The CE1307 Spectrum Compact Starter Kit includes all the necessary consumables and reagents to install the instrument and perform training.**
- **The CE1305 Spectrum Compact Starter Kit includes the same consumables and reagents as the CE1307 Spectrum Compact Starter Kit, as well as a one-year Standard Service Agreement.**
- **The Spectrum Compact Instrument Training is a guided, in-depth, hands-on learning experience that focuses on instrument navigation, operation, and data assessment using control samples. Training also includes instrument maintenance. Recommended 1–4 people per training.**
- **Service Agreements are available beyond the 1-year Warranty (included with System). Discounts will be available when Service Agreements are purchased at the time of instrument purchase as well as for 2-year and 3-year Service Agreements. Additionally, a Premier upgrade is available for the Warranty in limited regions.**

Start Date: 7/6/2026
Expiration Date: 12/31/2026
Revision: 1
Currency: US Dollar

Ordering Information / Terms and Conditions

Quotation 303004, Revision 1 must be referenced when placing this order.

All prices and specifications are subject to change without notice. Discount percentage will remain applicable through the expiration date of this quote. Terms are subject to credit approval.

For questions regarding this quote, please contact the representative listed on this quote.

Payment Terms: Net due in 30 days.

Customer Service Ordering Info

Phone: (800) 356-9526
Fax: (800) 356-1970

See Terms and Conditions for Additional Information

Purchase Order - If you select to bill to your company or institution using a purchase order, you will need to provide the purchase order number during the checkout process. To expedite checkout, you may create and save a default purchase order for multiple orders.

Credit Card - We accept Visa, MasterCard and American Express. If you select to pay by credit card, we will ask you for the account number, expiration date and name on the card.

Invoicing Your Order - Your invoice will be sent to the billing address. Payment terms are listed above.

Delivery Schedule - Orders requiring wet or dry ice are shipped via overnight express service. If your order contains only ambient temperature items, second-day service may be selected. Overnight orders are shipped according to the following schedule:

- Monday -Thursday: All orders received by 4:00 p.m. Central Time are delivered the following morning.
- Friday: All orders received by 4:00 p.m. Central Time are delivered the following Monday morning.
- We do not ship on these US holidays: Memorial Day; Independence Day (4th of July); Labor Day; Thanksgiving; Christmas; New Year's Day.

Want Free Shipping?

Learn more about the Promega Free Shipping Program at https://www.promega.com/support/shipping-schedule-and-rates/
Additional freight charges may apply for selected instruments. Please contact Promega Customer Service for more information.

Corporate Responsibility

For over 35 years, Promega has embraced the values of social and environmental responsibility. We are committed to providing value to our customers, our communities and our natural environment. Visit http://www.promega.com/responsibility to learn more.

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S.

Confidential Quote 303003-1

Start Date: 7/6/2026
Expiration Date: 12/31/2026
Revision: 1
Currency: US Dollar

KANE COUNTY FORENSIC LABORATORY

Sarah Ware
37W755 IL Rt 38
Suite A, Room 233
St. Charles, IL 60175
USA
Phone:+1 (224) 493-0447
Email:waresarah@kanecountyil.gov

Promega Corporation

Kimberly Huston

Email: kimberly.huston@promega.com

Customer Service
Phone: (800) 356-9526
Fax: (800) 356-1970

To Place Order
Email Purchase Order (with Quote # referenced) to orders@promega.com

We are pleased to submit the following quotation. If you have any questions, please contact the representative listed.

Item #	Product Description	UOM	Qty.	Customer Price	Extended Price
AS8500	Maxwell(R) RSC 48 System	EA	1	$54,280.00	$54,280.00
SA1353	Maxwell(R) RSC 48 Premier Service Agreement	EA	2	$8,861.00	$17,722.00
TBD	Maxwell Estimated Freight Charges	EA	1	$265.00	$265.00
				Total:	***$72,267.00***

Please visit www.promega.com/ordersupport for delivery information

Delivery Statement: 1-3 days ARO for Kits; 1-3 weeks ARO for instrumentation.
Customer Notes:

All prices and specifications are subject to change without prior notice. Discount percent will remain applicable through the expiration date of this quote. Terms are subject to credit approval.

Start Date: 7/6/2026
Expiration Date: 12/31/2026
Revision: 1
Currency: US Dollar

Ordering Information / Terms and Conditions

Quotation 303003, Revision 1 must be referenced when placing this order.

All prices and specifications are subject to change without notice. Discount percentage will remain applicable through the expiration date of this quote. Terms are subject to credit approval.

For questions regarding this quote, please contact the representative listed on this quote.

Payment Terms: Net due in 30 days.

Customer Service Ordering Info

Phone: (800) 356-9526
Fax: (800) 356-1970

See Terms and Conditions for Additional Information

Purchase Order - If you select to bill to your company or institution using a purchase order, you will need to provide the purchase order number during the checkout process. To expedite checkout, you may create and save a default purchase order for multiple orders.

Credit Card - We accept Visa, MasterCard and American Express. If you select to pay by credit card, we will ask you for the account number, expiration date and name on the card.

Invoicing Your Order - Your invoice will be sent to the billing address. Payment terms are listed above.

Delivery Schedule - Orders requiring wet or dry ice are shipped via overnight express service. If your order contains only ambient temperature items, second-day service may be selected. Overnight orders are shipped according to the following schedule:

- Monday -Thursday: All orders received by 4:00 p.m. Central Time are delivered the following morning.
- Friday: All orders received by 4:00 p.m. Central Time are delivered the following Monday morning.
- We do not ship on these US holidays: Memorial Day; Independence Day (4th of July); Labor Day; Thanksgiving; Christmas; New Year's Day.

Want Free Shipping?

Learn more about the Promega Free Shipping Program at https://www.promega.com/support/shipping-schedule-and-rates/
Additional freight charges may apply for selected instruments. Please contact Promega Customer Service for more information.

Corporate Responsibility

For over 35 years, Promega has embraced the values of social and environmental responsibility. We are committed to providing value to our customers, our communities and our natural environment. Visit http://www.promega.com/responsibility to learn more.

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S.

Promega Corporation
2800 Woods Hollow Road
Madison, WI 53711-5399
United States

tel: 608.274.4330 • fax: 608.277.2516 • www.promega.com

To Whom It May Concern:

Promega Corporation, located at 2800 Woods Hollow Road, Madison, WI 53711, is the sole source provider of the Spectrum Compact CE System (Cat.# CE1304). The Spectrum Compact CE System is sold exclusively by Promega Corporation and/or its authorized representatives.

Instrument Overview
The Spectrum Compact CE System (Cat.# CE1304) is a 4-capillary electrophoresis instrument designed for both Sanger sequencing and fragment analysis applications, including short tandem repeat (STR) analysis. The system features a 36 cm capillary array, a 505 nm laser excitation source, and an integrated camera detection system.

The instrument is operated through an integrated touch screen running Spectrum Compact Control Software, which provides an intuitive, wizard-based workflow for run setup, consumable tracking, array usage monitoring, and system maintenance. Remote Access Software enables users to monitor runs in progress, view analysis results, and download data via a web browser on any PC connected to the instrument directly or over a lab network.

Validated Chemistry Support for up to 8-Color STR Systems
The Spectrum Compact CE System supports 8-dye STR technology, including the NDIS-approved PowerPlex® 35GY System, while maintaining full compatibility with 4-, 5-, and 6-dye labeled STR kits from multiple vendors. This broad chemistry support allows laboratories to continue using previously validated multiplexes while gaining access to next-generation 8-color capability. Validation of the Spectrum Compact CE System demonstrated reliable analysis of STR assays from forensic casework samples, including low-template and compromised DNA extracts affected by degradation or inhibitors.

Operational Efficiency
- 4-capillary array (36 cm) – compact footprint suited for laboratories with limited bench space or lower-volume forensic workloads
- Capacity for four 8-well strip tubes (up to 32 samples), providing a streamlined workflow for smaller sample batches
- Integrated touch screen with wizard-based operation, reducing training time and simplifying daily use
- Ability to monitor run progress, view analyzed results while a run is in progress, and re-inject samples during an active run
- Remote Access Software for off-instrument run monitoring, results review, and data download via web browser
- Export files compatible with commercially available data analysis software (.fsa and .ab1 file types supported); 8-color chemistry analysis requires GeneMarker® HID Software for Spectrum Systems
- Sanger sequencing capability for orthogonal NGS verification and other genomic applications, a feature not available on the 8-capillary Spectrum CE System

Installation and Technical Support
- On-site installation by certified Promega representatives, including instrument training

Promega Corporation
2800 Woods Hollow Road
Madison, WI 53711-5399
United States

tel: 608.274.4330 • fax: 608.277.2516 • www.promega.com

- Service and support plans encompassing preventative maintenance and on-site repair service
- Expert forensic Validation Services

Full Complement of Consumables and Accessories

- Convenient, plug-and-play, pre-filled consumables
- 2D barcoding for identification and tracking of key consumables

The Spectrum Compact CE System is uniquely positioned to serve forensic laboratories seeking a compact, versatile capillary electrophoresis platform. Its combined support for Sanger sequencing and up to 8-color STR fragment analysis, touch screen operation with remote access capability, and broad multi-vendor kit compatibility provide technical advantages not readily replicated by alternative platforms.

Sincerely,

Benjamin Krenke
Senior Product Manager, Genetic Identity
Promega Corporation

Promega Corporation
2800 Woods Hollow Road
Madison, WI 53711-5399
United States

tel: 608.274.4330 • fax: 608.277.2516 • www.promega.com

To Whom It May Concern,

The **Maxwell® RSC 48 Instrument (Cat.# AS8500)**, used in combination with the **Maxwell® FSC DNA IQ™ Casework Kit (Cat.# AS1550)**, is designed for the automated isolation of nucleic acids from forensic and casework samples. Promega has conducted **developmental validation studies** for this system in accordance with:

- DNA Advisory Board Quality Assurance Standards for Forensic DNA Testing Laboratories (2011)
- Revised Validation Guidelines by the Scientific Working Group on DNA Analysis Methods (SWGDAM, 2016)

These studies support the use of the **Maxwell® RSC 48 Instrument** as a validated platform for forensic DNA workflows.

Below are the specifications of Maxwell® RSC 48 Instrument:

The Maxwell® RSC 48 Instrument is a platform for the automated purification of nucleic acid from a range of sample types. The purification methods use sample lysis and binding to paramagnetic particles as the primary separation principle. The Maxwell® RSC 48 can extract 1-48 samples in a single run. The automated steps performed by the Maxwell® RSC 48 Instrument include:

- Sample lysis in the presence of a specially formulated Lysis Buffer
- Binding of nucleic acids to paramagnetic particles
- Washing of the bound target molecules away from other cellular components
- Elution of the product

Key Features

Personal, Benchtop System

- Two removeable 24-cartridge trays for processing 1-48 samples
- Heated elution tube positions for more efficient elution of nucleic acids
- Tablet, touchscreen controller with Maxwell® controlling software installed
- Integrated UV light for instrument sanitization
- Network capable for exporting reports and data to network drive locations
- Integrated Vision System for detecting cartridge presence, proper seal removal, plunger placement, and proper elution tube placement
- Promega Portal software for incorporating sample processing data and sample tracking from Maxprep® Liquid Handler

Technical Support and Installation

- User installable device
- Service and support plans for preventative maintenance, on-site service and validation support

Full Complement of Consumables and Accessories

- Application and sample type specific kits and extraction protocols
- USB barcode reader for scanning of sample IDs and Maxwell® Kits
- Integrated sample quantitation using the Quantus™ Fluorometer
- 24-position Elution Magnet device for additional clearing of paramagnetic particles from eluates
- USB-Ethernet adapter to support network connection

System Components

The Maxwell® RSC 48 System is supplied with the following:

- Maxwell® RSC 48 Instrument
- Two 24-cartridge position trays
- Surface Pro Windows 10 Tablet with Maxwell® RSC 48 software installed
- Integrated tablet stand holder
- UV bulb pre-installed
- USB 2D bar code reader
- Region-specific power cord
- Quick Start Guide
- Set Up Guide

System Software

The Maxwell® RSC 48 includes a simple user interface with Promega-supplied protocols available to support compatible Maxwell® Kits. The software provides built-in error checking of proper deck tray and cartridge preparation prior to running. Administrator controls provide different levels of user inputs such as sample IDs, kit lot tracking, etc. The software provides the ability to directly add quantitation results to extracted samples when utilized with the Quantus™ Fluorometer.

Maxwell® RSC 48 Instrument Operating Specifications

SPECIFICATIONS	
Sample Capacity	1 -48 Samples; (2) 24 position, removable trays
Regulatory	Research Use Only
Dimensions	Overall: 53cm W x 53cm D x 35.5cm H
Weight	70 kb (31.75 kg) est.
Main Power Voltage	100-240VAC, 50/60Hz; autosensing; 4 Amps
Operating Environment	15° - 25°C
Service and Warranty	1-year limited warranty on parts and labor Extended service contracts will also be available separately – please enquire
UV-Bulb	Average lifetime approximately 6,000 hours, length 135.9mm, diameter 16mm, 4W, 0.17A current, 29V, spectral peak F 253.7, UV output 0.9W

Sincerely,

Monica Yue
Product Manager – Genomics and Instruments

Promega

Spectrum COMPACT CE SYSTEM

638

Spectrum COMPACT CE SYSTEM

The Spectrum Compact CE System is an integrated and efficient instrument that brings you the independence to perform Sanger sequencing and fragment analysis in your laboratory, under your control and at your convenience.

It is designed for use with existing sequencing chemistries using fluorescently labeled dideoxynucleotide triphosphates and 4-, 5- and 6-dye STR kits from Promega, and other commercially available kits.

Capillary Electrophoresis Just Got Personal

The Spectrum Compact CE System is the solution for academic, clinical research and forensic laboratories looking to take analyses into their own hands. This innovative instrument provides a high return on investment, conserves valuable bench space and allows flexibility in sample batch sizes.

The Spectrum Compact CE System

A personal, benchtop instrument

- Conforms to your workflow
  - » No waiting to batch samples or send samples to an outside lab
- Enables a more efficient workflow
  - » 32 sample capacity using four 8-well strip tubes
  - » 4-capillary cartridge, 36cm
- Saves time and reduces reagent waste

Remote Access software

- Review alerts, consumables and instrument status all from browser application directly accessing the instrument connected on the same network.
  - » Enter sample information
  - » Edit assays and protocols
  - » Monitor runs
  - » Review and download data

Capable of Sanger sequencing and fragment analysis

- Compatible with commercially available sequencing kits
  - » Uses fluorescently labeled dideoxynucleotide triphosphates
  - » Optimized for a broad range of applications including:
    - *De novo* sequencing
    - NGS confirmation
    - Resequencing
    - Mutation detection
    - Mitochondrial sequencing
- Designed to work with all common STR kits on the market
  - » Compatible with 4-, 5- and 6-dye STR chemistries
  - » Other uses include:
    - Microsatellite analysis
    - PCR amplicon sizing
    - SNP genotyping

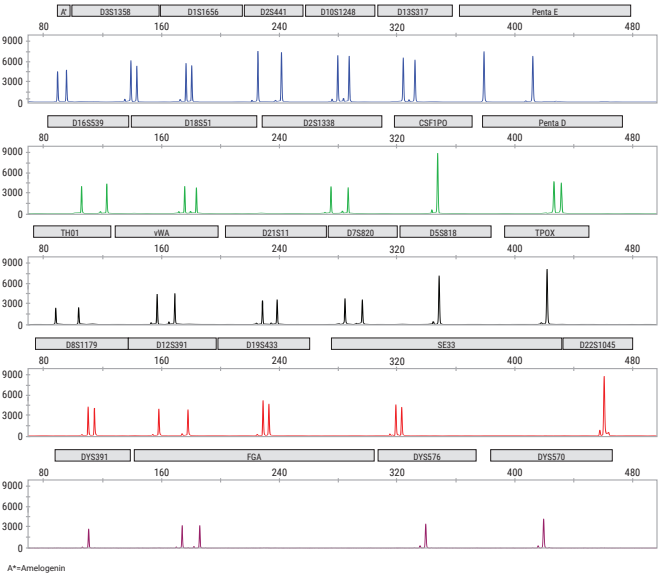
Integrated Touchscreen Operation

The Spectrum Compact Control Software provides a simple user interface with a clear display of useful features including run set up, consumables and array usage information, as well as system maintenance reminders.

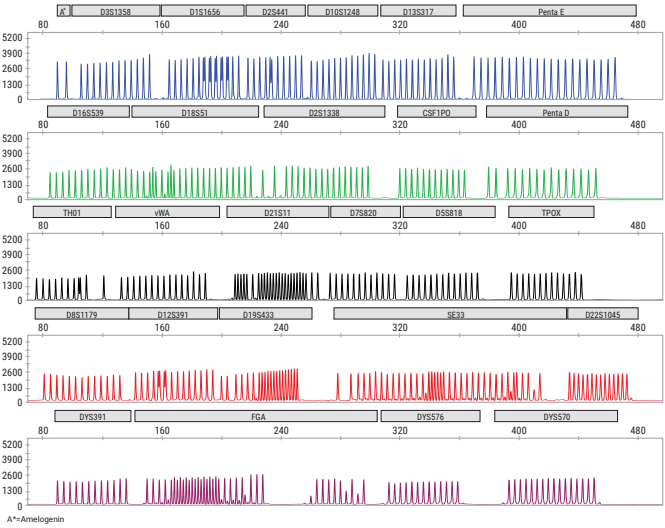
- Easy-to-use operational workflow wizard
- Operations run directly on the instrument touch screen
- Ability to monitor run progress and view analyzed results while a run is in progress
- Pre-loaded assays ready for use
- Export files in .fsa or .ab1 format (compatible with commercially available data analysis software such as GeneMarker® HID, Mutation Surveyor® and GeneMapper®)

Small-Footprint Advanced Multiplexing

The Spectrum Compact CE System offers the high performance of a 6-dye compatible CE instrument at an affordable price point.

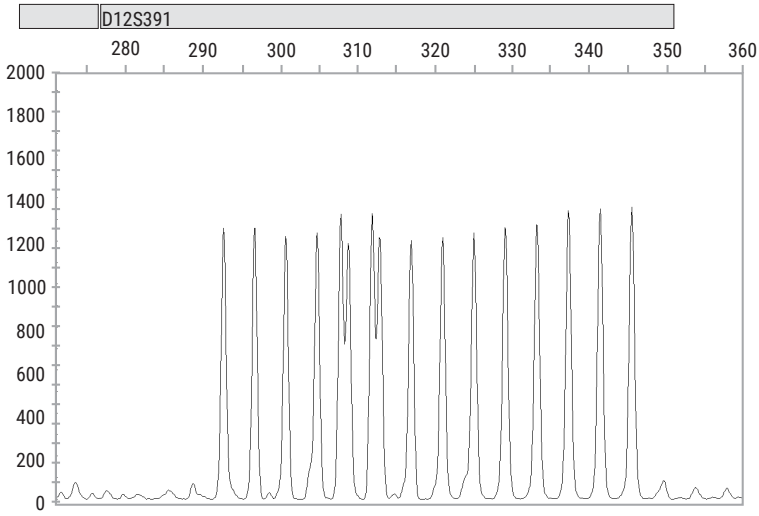


Electropherogram of 1ng of 2800M control DNA analyzed with PowerPlex® Fusion 6C System run on Spectrum Compact CE System. Injection was performed at 1.6kV for 9 seconds.



Electropherogram of the PowerPlex® Fusion 6C System allelic ladder run on Spectrum Compact CE System. Injection was performed at 1.6kV for 9 seconds.

Single-Base Resolution



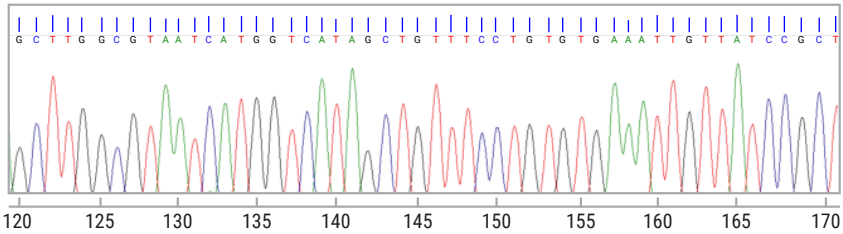
Spectrum Compact CE System achieves a 1bp resolution as seen in the D12S391 locus in the PowerPlex® 17 ESI System Allelic Ladder. Injection was performed at 1.6kV for 9 seconds.

A personal, affordable benchtop instrument for Sanger sequencing and fragment analysis applications

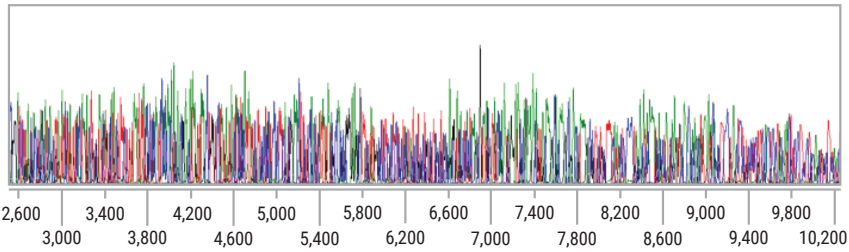
Accurate and Fast Sequencing

The Spectrum Compact CE System supports Sanger sequencing applications used as orthogonal technology for verification of NGS base calls, and DNA and gene sequencing required in a variety of genomic applications.

Panel A



Panel B

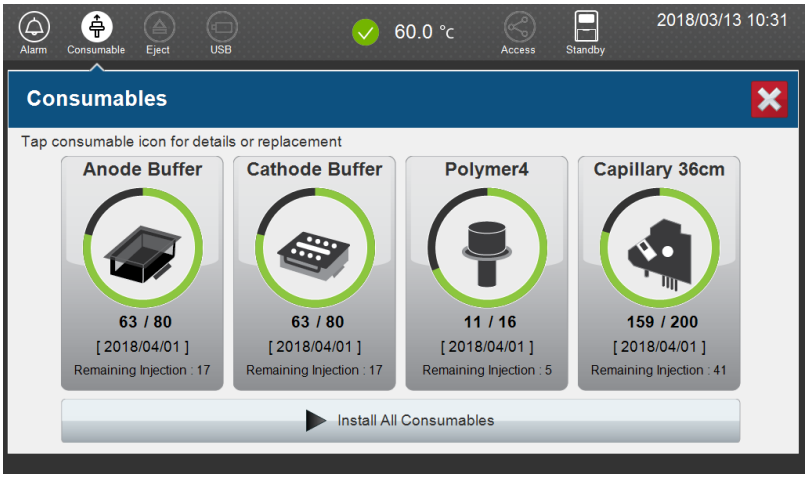


Representative portion of an electropherogram **(Panel A)** generated using the prototype ProDye™ Terminator Sequencing System, on a Spectrum Compact CE System. Injection was performed at 1.2kV for 4 seconds with Polymer7; **(Panel B)** raw data of standard sequencing run.

Spectrum Compact CE System Consumables and Accessories

Plug-and-play, prefilled consumables bring capillary electrophoresis capabilities to the hands of any scientist in the laboratory regardless of skill level or expertise.

Not only is the Spectrum Compact CE System simple to set up and operate, related consumables such as prefilled buffer and polymer are available in convenient packaging. All consumables use 2D barcoding to track key usage information.



The Spectrum Compact CE System Control Software enables real-time tracking of key reagents and consumables.

Spectrum Compact CE System Consumables

Spectrum Compact Capillary Cartridge

- 4-Capillary, 36cm

Spectrum Compact Cathode Septa Mat and Retainer

- Septa mat specific for the Spectrum Compact cathode buffer cartridge

Spectrum Compact Polymer Cartridge

- Available with Polymer4 or Polymer7

Spectrum Compact Plate Base & Retainer, 32-Well

- Compatible with up to four 8-well strip tubes

Spectrum Compact Buffer

- Prefilled, ready-to-use anode and cathode cartridges

Strip Septa Mat, 8-Well

- Silicone septa mat to minimize sample evaporation

Promega Support

Promega chemistries and Spectrum Compact CE System are provided as an integrated system for delivering optimized results for sequencing and fragment analysis. On-site installation and training for the instrument is included with purchase of the instrument. Additionally, flexible service and support options are available, depending on the requirements of your laboratory.

Promega offers service and support plans for preventative maintenance, on-site service and validation plans to ensure minimal interruption of your laboratory operations.

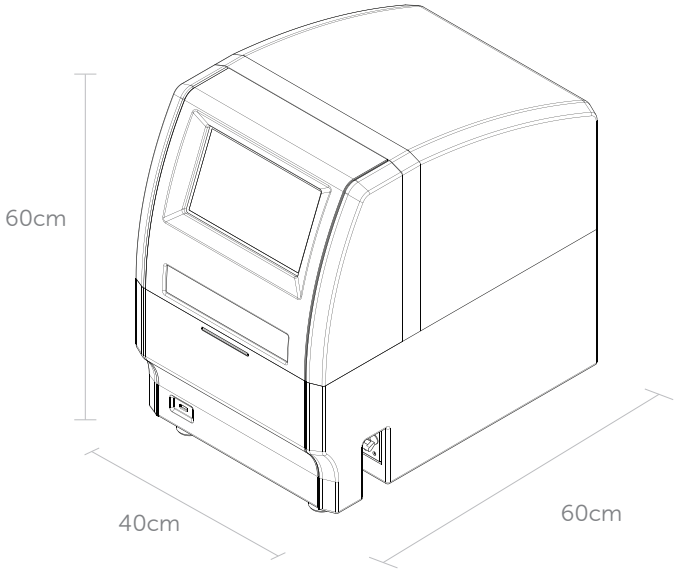
- Phone-based and on-site consultation
- On-site bench work tailored to your requirements
- Rapid turnaround of data analyses and summary reports

System Components

The Spectrum Compact CE System is supplied as follows:

- Capillary electrophoresis instrument
- Integrated touchscreen with operational software
- On-site service for installation and training
- Remote Access software
- 12 month warranty, including one preventative maintenance visit
- Starter Kits include:
  - 4-capillary cartridge
  - Polymer4 and Polymer7
  - Anode and cathode buffers
  - Capillary Preservation Buffer
  - Cathode septa mats and retainer
  - Plate bases and retainers
  - Reagents necessary for installation and system test

Spectrum Compact CE System Specifications



Dimensions	40cm W x 60cm D x 60cm H
Weight	45kg
Power Input	100–240Vac; 50/60Hz; 260VA (global compatibility) 15 amps
Operating Environment	15°C–30°C
Sample Capacity	1–32 samples (four 8-well strip tubes)
Injection Throughput	4-capillary cartridge
Capillary Array Length	36cm
Service and Warranty	Service installation On-site training Extended service contracts will be available separately–please inquire.
Validation Support	Available separately–please inquire.

Promega

To learn more, visit:
www.promega.com/SpectrumCompact

Not for Medical Diagnostic Use. Class 1 Laser Product.

PowerPlex is a registered trademark of Promega Corporation. ProDye is a trademark of Promega Corporation.
GeneMarker and Mutation Surveyor are registered trademarks of SoftGenetics.
ThermalSeal is a registered trademark of Excel Scientific, Inc.
GeneMapper is a registered trademark of Thermo Fisher Scientific.

Products may be covered by pending or issued patents or may have certain limitations.
Please visit our Web site for more information.

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IMBH
IM Beit HaEmek

Promega

Maxwell® RSC Instruments

Integrated Purification and Quantitation

For more information contact your local representative or customer service

Maxwell® 48 (PromegaInstrument)
START
PORTAL
RESULTS
SANITIZE
SETTINGS
Maxwell
Promega
Maxwell
ga.com

The Maxwell® RSC System

Your personal purification assistant. Maxwell® RSC Instruments easily integrate into any laboratory workflow, and their compact size minimizes the impact on precious laboratory space. Choose an instrument to suit your laboratory throughout needs. Automatically process 1–16 samples with the Maxwell® RSC or increase your capacity with the Maxwell® RSC 48 and process 1–48 samples.

Reliable

The Maxwell® RSC Instruments use prefilled cartridges and preprogrammed methods to reduce the potential for user error. The Maxwell® RSC 48 utilizes an integrated vision system to verify correct deck tray set up prior to a run, further ensuring error free operation. The purified samples are compatible with a wide range of downstream applications such as Sanger and Next Generation Sequencing (NGS), arrays and digital PCR.

Flexible

The Maxwell® RSC Instruments work with a variety of sample types, including human blood, cells and tissues. The protocols are fast and easy, and you can process anywhere from 1 to 16 samples (Maxwell® RSC) or 1–48 samples (Maxwell® RSC 48) simultaneously.

Intuitive

Maxwell® RSC software is so easy to use and intuitive that you'll be able to set up and perform your first run in a matter of minutes after initial instrument setup.

Efficient

Automating nucleic acid extraction frees up your time. The integrated quantitation eliminates the need to re-enter sample IDs and creates a streamlined, simple sample tracking report that easily exports to your laboratory notebook.

Supported

The Maxwell® RSC instruments are backed by a comprehensive one year standard warranty, our expert service team and a full line of additional service products.

Reliable

The Maxwell® RSC System is designed to be extremely reliable and consistently produce high-quality nucleic acids.

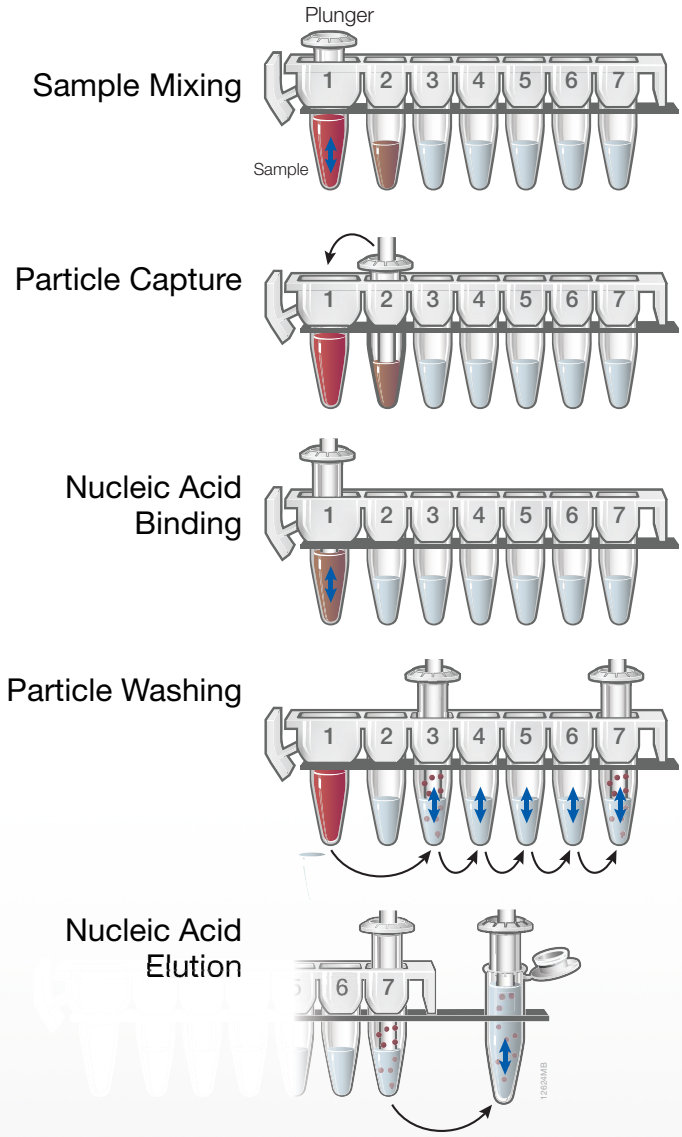
Paramagnetic Particle Mover

The Maxwell® RSC System starts with cartridges prefilled with reagents and paramagnetic particles, ready for your samples. After sample addition, the Maxwell® RSC moves the paramagnetic particles and associated nucleic acids through multiple steps ultimately yielding highly pure RNA or DNA in 30–100µl.

Because the Maxwell® RSC Instruments are not liquid handlers like many other automated systems, there are additional benefits:

- **No drips:** No detectable cross contamination.
- **No clogs and fewer breakdowns:** Fewer interruptions to your workflow and improved efficiency.

Paramagnetic Particle Workflow



A magnetic bar assembly covered by a plastic sheath (plunger), moves the paramagnetic particles from well to well eliminating clogs, breakdowns and cross contamination.

Flexible

Purify DNA or RNA from a variety of different sample types with optimized purification kits—all on one instrument.

gDNA Kits

KIT	SAMPLE TYPE	CAT.#
Maxwell® RSC Buffy Coat DNA	Buffy coat	AS1540
Maxwell® RSC FFPE Plus DNA	FFPE tissue	AS1720
Maxwell® RSC ccfDNA Plasma	Plasma	AS1480
Maxwell® RSC Cell DNA	Fresh or frozen cells	AS1370
Maxwell® RSC Cultured Cells DNA	Fresh or frozen cells	AS1620
Maxwell® RSC DNA FFPE	Tissue	AS1450
Maxwell® RSC Viral Total Nucleic Acid	Serum or plasma	AS1330
Maxwell® RSC Whole Blood DNA	Whole blood	AS1520

Total RNA Kits

KIT	SAMPLE TYPE	CAT.#
Maxwell® RSC miRNA Tissue	Fresh or frozen tissue	AS1460
Maxwell® RSC miRNA Plasma and Serum	Plasma, serum or enriched exosomes	AS1680
Maxwell® RSC Plant RNA	Fresh or frozen plant tissue	AS1500
Maxwell® RSC RNA FFPE	FFPE tissue	AS1440
Maxwell® RSC simplyRNA Blood	Whole blood	AS1380
Maxwell® RSC simplyRNA Cells	Fresh or frozen cells	AS1390
Maxwell® RSC simplyRNA Tissue	Fresh or frozen tissue	AS1340
Maxwell® RSC Viral Total Nucleic Acid	Serum or plasma	AS1330

If you don't see the kit you want, we could be developing it right now. Contact your local Promega Representative for the most up to date information. We can also develop a customized protocol based on existing kits to meet your specific requirements.

Intuitive

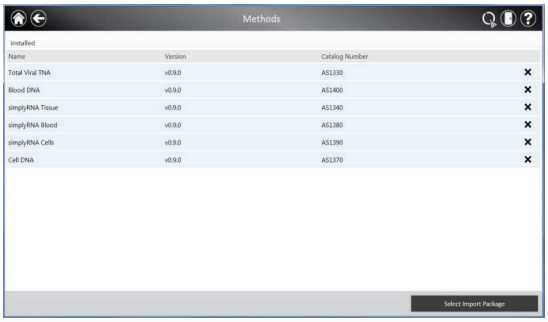
Maxwell® RSC Instruments are easy-to-use, with walk-away purification at your fingertips.

Intuitive Software Interface

Using the touch screen interface, you can select kit methods and integrate Quantus™ Fluorometer quantitation data into your run reports.

Prepare your sample, add it to a cartridge and load it into the Maxwell® RSC.

Select Start.



Select your method and run it.

After the run is complete, simply select a sample and quantitate it using the integrated Quantus™ Fluorometer.

Efficient

Automated purification saves you time, and integrated quantitation means all your results are kept together.

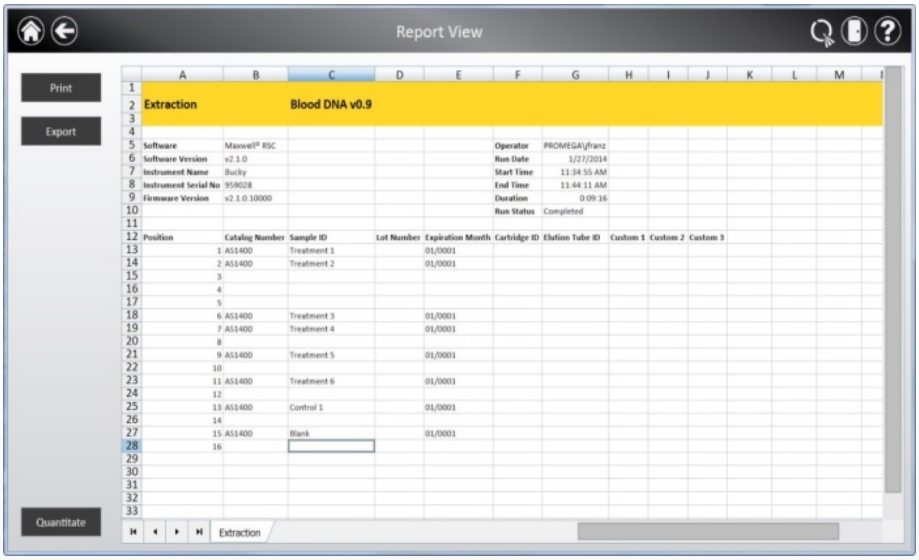
Quickly Process Your Samples

Preprogrammed methods and prefilled reagent cartridges mean your samples can be processed more quickly, helping you get more done.

Easily Quantify Your Results

Quantitation is easy with the included Quantus™ Fluorometer and the QuantiFluor® Dyes. Simply mix and measure.

When your are finished running your samples, you can view all the results in the reports screen.



Report screen.

Maxwell® 48 (PromegaInstrument)
START
PORTAL
RESULTS
SANITIZE
SETTINGS

Maxwell® RSC simplyRNA
Cells
Upon receipt, store A208B at +2° to +10°C
REF AS1390
LOT 089923
2017-01
Country of Origin: USA
For In Vitro Research Use Only
ADAS1390 0899236
promega.com
• Fax 608-277-2516

Supported

The Maxwell® RSC instruments are backed by a comprehensive standard warranty, expert service and a full line of additional service products.

With a comprehensive menu of service and support options, you can be confident that your equipment will be working properly and ready when you need it.

Installation Qualification (IQ) and Operational Qualification (OQ) services ensure that your instrument is fully functional and provide documentation that the instrument is operating to defined specifications.

Available Service Options

SERVICE AGREEMENT	MAXWELL® RSC CAT.#	MAXWELL® RSC 48 CAT.#
Premier Warranty Upgrade	SA1341	SA1351
Standard Service Agreement	SA1342	SA1352
Premier Service Agreement	SA1343	SA1353
Preventive Maintenance	SA1346	SA1356
Installation Qualification	SA1347	SA1358
Operational Qualification	SA1348	SA1358
IQ/OQ Combination Package	SA1349	SA1359

SERVICE AGREEMENT BENEFIT	STANDARD	PREMIER
Period	Renewable annually	Renewable annually
Parts and Labor	Yes	Yes
Shipping	Yes	Yes
Loaner Instrument	Yes, 5–7 business days	Yes, 24 hours*
Field Support	No	Yes, 48 hours*
Annual Preventive Maintenance	No	Yes, 1 per 12 months

Our standard and premier service packages allow you to choose your level of support after the warranty period expires.

*Where available

Promega

Ordering Information

Product	Cat.#
Maxwell® RSC Instrument	AS4500
Maxwell® RSC 48 Instrument	AS8500
Maxwell® Viral Total Nucleic Acid Purification Kit**	AS1330
Maxwell® RSC Blood DNA Kit**	AS1400
Maxwell® RSC Cell DNA Kit	AS1370
Maxwell® RSC simplyRNA Tissue Kit**	AS1340
Maxwell® RSC simplyRNA Cells Kit**	AS1390
Maxwell® RSC simplyRNA Blood Kit**	AS1380
Maxwell® RSC ccfDNA Plasma Kit**	AS1480
Maxwell® RSC Whole Blood DNA Kit**	AS1520
Maxwell® RSC Buffy Coat Kit	AS1540
Maxwell® RSC Plant DNA Kit	AS1490
Maxwell® RSC Plant RNA Kit	AS1500
Maxwell® RSC DNA FFPE Kit**	AS1450
Maxwell® RSC RNA FFPE Kit**	AS1440
Maxwell® Instrument Bar Code Reader*	AS3200
Maxwell® RSC PureFood GMO and Authentication Kit AS1600	AS1600
Maxwell® RSC Purefood Pathogen Kit	AS1660
Maxwell® RSC Cultured Cells DNA Kit	AS1620
Maxwell® RSC Stabilized Saliva DNA Kit	AS1630
Maxwell® RSC Buccal Swab DNA Kit	AS1640
Maxwell® RSC miRNA Tissue Kit**	AS1460
Maxwell® RSC miRNA Plasma and Serum Kit**	AS1680

For Research Use Only. Not for Use in Diagnostic Procedures.
*Included with Maxwell® RSC 48 Instrument
**Works with Maxwell® RSC 48 Instrument

Related Products

Product	Cat.#
QuantiFluor® dsDNA	E2670
QuantiFluor® ONE dsDNA	E4871
QuantiFluor® ssDNA	E3190
QuantiFluor® RNA	E3310

For Research Use Only. Not for Use in Diagnostic Procedures.
Products may be covered by pending or issued patents or may have certain limitations. Please visit our Web site for more information.
Maxwell and QuantiFluor are registered trademarks of Promega Corporation. Quantus is a trademark of Promega Corporation.

For more information, visit: www.promega.com/LearnMaxwellRSC

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

Tim Keovongsak, CPPB
Director of Purchasing

719 S. Batavia Avenue, Bldg. A.
Geneva, Illinois 60134
Telephone: (630) 208-3803
Fax: (630) 208-5107

INVITATION TO BID

BID NUMBER: 26-045-TL – Spectrum Compact CE and Maxwell RSC 48
DATE: June 17, 2026

The County of Kane is accepting competitive sealed bids from qualified and authorized Vendors for the purchase of one (1) Spectrum Compact CE and one (1) Maxwell RSC 48 for the Kane County Forensic Laboratory. This is an all-inclusive bid.

SUBMITTAL REQUIREMENTS:
An original Bid response (with all required submittal documents) must be submitted electronically and uploaded to HTTPS://WWW.BIDNETDIRECT.COM/ILLINOIS/KANECOUNTY before the submittal date and time. Please upload your complete response through Bidnet Direct as a PDF file (with no password/encrypted format). The following documents must be included with your submittal:

- ☐ SIGNED OFFER TO CONTRACT FORM
- ☐ NARRATIVE TECHNICAL REQUIREMENTS & AVAILABILITY
- ☐ PROOF OF CERTIFICATE OF INSURANCE (SEE SAMPLE)
- ☐ REFERENCES

The following documents must be submitted upon notice of award:

- NOTARIZED CONTRACTOR DISCLOSURE STATEMENT
- NOTARIZED FAMILIAL DISCLOSURE STATEMENT
- CERTIFICATE OF INSURANCE

SUBMISSION TIME & DATE: ***Wednesday, July 1, 2026 at 10:00 a.m. CST***
Bids received after the submittal time will be rejected and returned unopened to the sender. This is an electronic bid submittal. Please upload your completed bid response through Bidnet Direct before the due date and time.

CONTACT PERSON: Tom Laird
Purchasing@KaneCountyIL.gov

DISCLAIMER:
TO THE EXTENT THAT YOU HAVE OBTAINED THESE BID DOCUMENTS FROM A SOURCE OTHER THAN BIDNET DIRECT, PLEASE BE ADVISED THAT THESE BID DOCUMENTS MAY NOT INCLUDE ALL UPDATES, INCLUDING, BUT NOT LIMITED TO, ADDENDUMS, CLARIFICATIONS, AND DUE DATE EXTENSIONS. FOR ALL UPDATES TO BID DOCUMENTS, PLEASE VISIT HTTPS://WWW.BIDNETDIRECT.COM/ILLINOIS/KANECOUNTY

ALL QUESTIONS OR REQUESTS FOR INFORMATION PERTAINING TO THIS BID AND/OR THE SCOPE OF SERVICES SHOULD BE DIRECTED TO THE PURCHASING OFFICE AS LISTED ON THE COVER SHEET, **NO LATER THAN** JUNE 24, 2026, AT 10:00 A.M. E-MAIL ACCEPTED.

E-mail: purchasing@KaneCountyIL.gov

BIDS MUST BE SUBMITTED ELECTRONICALLY AT HTTPS://WWW.BIDNETDIRECT.COM/ILLINOIS/KANECOUNTY

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 or electronic bids will be received at the Kane County Purchasing Department until the date and time specified at which time they shall be opened. 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 the transmission of the bids. (*Please reference submittal instructions*)

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. The 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 eighty (180) days to accept. The County may seek clarification from any bidder at any time, and failure to respond promptly is cause for rejection.

   Kane County reserves the right to compare pricing submitted to any and all known national joint purchasing cooperatives in order to obtain the lowest pricing available in the current market place for this contract award. The list of joint purchasing cooperatives is not all inclusive and may include other joint purchasing cooperatives Kane County is not currently aware of at the present time. Kane County reserves the right to award a contract to the lowest responsive, responsible vendor for said product or service after reviewing all joint purchasing cooperative pricing available for Kane County to participate in their program.

   State of Illinois Central Management Services (CMS)
   Omnia Partners (formerly US Communities & National IPA)
   Sourcewell, TIPS, and BuyBoard

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 multiple contract (s) to the lowest responsive responsible bidder(s) 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. The 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 registration information on this program can be located on the County's Web site under County Forms and Templates for New Vendor Information on the Purchasing Department page - http://web.kane/SitePages/purchasing.aspx

10. **PAYMENT (MANDATORY INVOICE SUBMISSION GUIDELINES).** The successful bidder or bidders must conform to modified and mandatory invoice submission guidelines. Under **no** circumstances will vendor submitted invoices be cleared for payment that are not in full compliance with this invoice submission standard. Any invoice not meeting the explicit submission guidelines below will be returned to the vendor and will remain unpaid, until such time a new, conforming invoice is presented for review. **Under no circumstances will Kane County pay or be subject to any additional fees, penalties, or incurred costs as a result of vendor invoice submission failures.** *Any and all* submitted invoice packages **must** contain the following four (4) components to be considered eligible for payment:

    1. Formal invoice with all rates (labor, materials, OT, DT) clearly listed. This invoice must show compliance with any and all agreed-upon rates.
    2. Written quotation for all work being performed under this particular invoice. This "quote" must be dated within 120 days of the invoice submission, *properly submitted in arrears.*
    3. Written authorization from the using department to commence this work. *Any and all* work must demonstrate that formal approval has been given for an invoice to be considered both payable and valid. No invoice can be paid without clear evidence of authorization, from an approved point of contact within the using department.
    4. If the project under invoice requires materials, then we must also be given materials purchase orders, which demonstrate compliance with the contractual material mark-up rate. Vendors **without** materials on a particular invoice shall be required to include on company letterhead the following: "No materials were purchased for the completion of this work under this invoice". *This can be sent on either a blank invoice form, or via company letterhead.*

    PLEASE NOTE: ALL SUBMITTED VENDOR PACKAGES ARE AND BECOME THE PROPERTY OF KANE COUNTY. These materials are subject to formal scheduled, announced, unannounced, compliance, inter-governmental, or random audits, and may be audited by Kane County *at any time* within the effective dates of this contract, with or without notification to the vendor, *at the discretion of Kane County.* All vendors should be aware that in the event of serious or ongoing invoicing irregularities, Kane County may, and can invoke contractual termination clauses either with, in addition to, or separate from a formal declared breach of contract.

    We expect and require your active compliance in terms of invoice submission and adherence to these guidelines.

11. **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.

12. **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.

13. **TAXES**. Kane County is not subject to Federal Excise Tax. Per certification provided by the State of Illinois Department of Revenue, Kane County is exempt from state and local taxes.

14. **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.

15. **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.

16. **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.

17. **VARIANCES**. State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.

18. **INDEMNIFICATION**. The Vendor 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.

    Vendor 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 Vendor's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Vendor's performance of this contract and Vendor's violation of any of the terms and conditions of this Agreement, and from the Vendor's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Vendor's performance thereunder.

19. **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 Vendor, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Vendor with any or all losses incurred.

20. **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 Vendor's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Vendor promptly after rejection.

21. **WARRANTY**. Vendor 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, Vendor 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 Vendor or require correction or replacement of the item at the time the defect is discovered, all at the Vendor's risk and expense. Acceptance shall not relieve the Vendor of its responsibility.

    Vendor 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. Vendor 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.

    Vendor shall reference to Special Provision for additional requirement.

22. **REGULATORY COMPLIANCE**. Vendor 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. Vendor shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.

23. **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, pregnancy, 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, color, religion, national origin, ancestry, age, sex, marital status, military status, sexual orientation, pregnancy or unfavorable discharge from military

service. (Ordinance No. Res. No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; Res. No. 05-303, 9-23-05). State law references—Illinois Human Rights Act, 775ILCS 5/1-101 et seq.

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

The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website http://www.state.il.us/agency/idol/ . Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Rooms 211, 212, 214, Geneva, IL 60134.

Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. State Statutes regarding Prevailing Wage and the current wage rates are available online at www.state.il.us/agency/idol/rates/rates. The Prevailing Wage rate applies to the other participating Counties where the work is to be performed. You must retain payroll records for 5 years and make those records available for inspection by the County or the Illinois Department of Labor. You must submit monthly certification of payroll records.

A determination by the Illinois Department of Labor of debarment for violation of the Prevailing Wage Act shall result in the Contractor being automatically deemed non-responsible for the period of debarment without further proceedings by the County.
This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus the amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at: http://www.state.il.us/agency/idol/rates/rates.HTM. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and recordkeeping duties.

CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

Effective August 10, 2005 contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

Effective September 1, 2020, the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (830 ILCS/130/1). All contractors and subcontractors completing work for Kane County pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal. In order to receive payment for work conducted for Kane County, contractors must provide the e-mail certification received from their IDOL submittal and any subcontractors working on the project with each of their pay requests.

The Employment of Public Workers on Public Works Act is active when there is excessive unemployment in Illinois and requires the employment of 90% of the employees on this project be Illinois residents 30 ILCS570/3.

25. **ROYALTIES AND PATENTS**. Vendor shall pay all royalties and license fees. Vendor 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.

26. **LAW GOVERNING**. This contract shall be governed by and construed according to the laws of the State of Illinois.

27. **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).

DEBARMENT AND SUSPENSION. No contract may be awarded to parties listed on the federal government Excluded Parties List System in the System for Award Management (SAM), on the State of Illinois' list of sanctioned persons maintained by the Agency's Office of Inspector General, or on the County's own list of parties suspended or debarred from doing business with the County.

Debarment is the process of determining that a contractor is ineligible to receive contract awards based upon a preponderance of evidence, usually a conviction. Debarment is usually three (3) years in length. The name of the debarred contractor may be published as ineligible on the System for Award Management (SAM), which is a website

administered by the U.S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

Suspension is the process of determining that a contractor is ineligible to receive contract awards based upon adequate evidence, usually an indictment. Suspension is a temporary measure having a 12-month limit. It is usually used pending completion of an investigation or legal proceedings. The name of the suspended contractor will be published as ineligible on the System for Award Management (SAM), which is a website administered by the U.S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

28. CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:

a) The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.

b) Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	$2,000,000
Products and Completed Operations	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Or – Combined Single Limit	$1,000,000

i) Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.

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

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

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

the Workers Compensation and Occupational Disease Act, the Contractor shall provide, and shall cause Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

e) Umbrella Liability:

Aggregate Limits $5,000,000

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

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

29. **RESPONSIBLE BIDDER REQUIREMENTS – (Not Applicable)**

On August 8, 2023, the Kane County Board approved a Responsible Bidder Ordinance 23-340 which requires additional information and documentation from responders bidding on public works construction projects.

Included in this bid package is a Responsible Bidder Requirements Form. This document must be filled out and returned with the (bid/proposal). Failure to comply with all submission requirements set forth in Kane County Ordinance No. 23-340 is grounds for the County of Kane to determine that a submission is incomplete, which may result in a determination that Contractor is not a responsible bidder. In accordance with Kane County Ordinance No. 23-340, a Contractor that is actively classified as "pre-qualified" or "qualified" by the Purchasing Department is exempt from the comprehensive submission requirements and is not required to submit a Responsible Bidder Requirements Form.

30. **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.

31. COMMUNICATION DURING THE PROCUREMENT PROCESS

In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the solicitation process. Therefore, from the issue date of any solicitation until the due date of the solicitation, all request for clarification or additional information regarding the solicitation, or contact with County personnel concerning this solicitation or the evaluation process must only be through the Purchasing Department staff. Inquiries will be collected by the Purchasing Department staff who will then submit the inquires to the Department Head responsible for the procurement. Responses by the Department Head to the inquires will be submitted to the Purchasing Department staff who will then distribute the responses to all vendors responding to the solicitation. In this way it will be assured that all vendors participating in the process will be receiving the same information. No contact regarding this solicitation with other County employees, agents of the County or elected officials is permitted unless expressly authorized by the Purchasing Director. A violation of this provision is cause for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

32. **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.

33. **TERMINATION FOR CAUSE:**

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.

In the event of any such termination, the Contractor also will be reimbursed for the charges of independent professional associates and contractors employed by the

Contractor to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses not in dispute. Reimbursable expenses mean the actual expenses incurred by the Contractor or the Contractor's independent professional associates or contractors, directly or indirectly in connection with the Project.

34. **LITIGATION:**

Vendors are required to disclose if they have been a party to any lawsuits or arbitration proceedings involving their services within the last five years. Provide status or outcome of any such proceedings disclosed.

35. **HOLIDAY SCHEDULE:**

Kane County is closed for business on the following holidays: New Year's Day; Martin Luther King, Jr. Day; Lincoln's Birthday, Washington's Birthday, Spring Holiday, Memorial Day, Juneteenth, Independence Day; Labor Day, Columbus Day; Veteran's Day, Thanksgiving Day, Day following Thanksgiving Day, Christmas Day, and Day following Christmas.

36. **COMPLAINT AND DISPUTE RESOLUTIONS**:

The vendor and/or his supervisor shall meet with County staff as needed to discuss any problems, complaints, needs, service adjustments, and/or mutual areas of concern.

The Vendor shall faithfully perform all work as set forth in these specifications for Kane County. If the Vendor fails to faithfully execute their work in accordance with the contract and/or a dispute arises as to the quality and/or quantity of work completed, Kane County reserves the right to withhold authorization for payment of completed work until such time that performance has been improved upon, or the dispute resolved. In instances where a dispute cannot be resolved by the Vendor and the Facilities Manager or other appointed designate, the dispute may be resolved by the Kane County Director of Purchasing.

37. **BID DEPOSIT – (Not Applicable)**

<u>BID SECURITY (ELECTRONIC)</u>

When noted in the specifications, bids must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than five (5%) percent of the amount of the Bid, or according to the schedule as provided. A scanned copy should be submitted with the E-Bid response.

During the bid review process, the County may require a bidder to submit the original bid security to confirm authenticity.

38. **EXECUTION OF A PERFORMANCE BOND, PAYMENT BOND & LABOR AND MATERIALS BOND – (Not Applicable)**

When noted in the specifications, the County reserves the right to require the successful bidder to supply a Performance Bond, Payment Bond, and a Labor and Materials Bond within ten (10) calendar days of acceptance of the Vendor's bid by the County. The bonds, unless otherwise specified by the Director of Purchasing, shall be 100% of the total contract price.

39. **FAILURE TO FURNISH BOND – (Not Applicable)**

In the event that the Vendor fails to furnish the abovementioned bonds within ten (10) calendar days after acceptance of the bid by the County, then the bid deposit of the bidder shall be retained by the County as liquidated damages, it being now agreed that said sum is a fair estimate of the amount of damages that said County will sustain due to the Bidder's failure to furnish said bonds.

40. **PROPRIETARY INFORMATION**

Under the Illinois Freedom of Information Act, all records in the possession of Kane County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exception is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The County will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an un-redacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception

41. **SECURITY (GENERAL):** A portion of the work will be performed within secured areas.

A. If requested, the Contractor 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 securing buildings. Only those persons will be allowed to work within the secured areas. All personnel authorized to work within secured areas may be subject to fingerprinting, a criminal security check performed by the County, and/or Criminal Justice Level 4 Security Training and Certification. 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 will 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.

SECURITY (ADULT JUSTICE CENTER:

General.

F. The Contractor and the County understand that adequate security services are necessary for the safety of the agents, employees and subcontractors of the Contractor, as well as for the security of Inmates and Facility staff. The County will provide security services sufficient to enable the Contractor and its personnel safely to provide services called for hereunder.

List of All Persons Names Employed on Project.

G. The County and the Sheriff shall receive a list of the names of all the people that will be employed by the Contractor on this project. Aside from the names, the contractor shall also supply the individuals' sex, race, date of birth, and driver's license number and driver's license state.

H. The County and the Sheriff shall reserve the right to run complete criminal background history checks on all people assigned to the project and who will be working inside of the Adult Justice Center. The criminal background history checks shall include, but not be limited to the following:

I. Check of wants and warrants in Illinois

J. Check of wants and warrant through the National Computer System (NCIC)

K. Check of Computerized Criminal History (CCH)

L. If requested to do so, all employees of the contractor and subcontractor assigned to this project shall be requested to submit to supplying a complete set of fingerprints if requested by the County or the Sheriff. **Employees of the Contractor and Subcontractor assigned to this project may be requested to submit to a drug test if requested by the County or the Sheriff.**

M. The County or the Sheriff reserves the rights not to allow employees of the Contractor or any Subcontractor onto the premises should a criminal background check reveal a positive response.

Transportation Off-Site.

N. County and Sheriff will provide security as necessary and appropriate in connection with the transportation of any Inmate between the Facility and any other location for off-site services as contemplated herein.

CRIMINAL BACKGROUND HISTORY CHECKS.

O. Contractors acknowledge that the "Adult Justice Center" is located in the public building and subject to security procedures and that the Adult Justice Center or other Kane County facility security takes precedence over the rights of the Contractors or Licensee.

P. The County will be running criminal background history checks on all personnel assigned to this contract that will be or could be working inside any of the Kane County government buildings. The criminal background checks and all cost associated with the inquiries will be the sole responsibility of the County. Whenever a new employee is assigned to the County, a background check shall be run by the County before the employee may start work.

1. The criminal background history checks will include but are not limited to the following:
   a. Check of wants and warrants in Illinois.
   b. Check of wants and warrants through the National Computer System (NCIC).
   c. Check of Computerized Criminal History (CCH).
2. If requested to do so, any employee of the Contractors assigned to this project will submit to be finger printed by the County.
3. The County of Kane reserves the right not to allow personnel of the Contractors onto any County premises if a criminal background check reveals a positive response.
4. At no time will the Contractors be able to employ personnel to work in any County building, without prior approval from Kane County.

Joint Purchasing Program Initiative:

All public agencies as defined by the Illinois Governmental Joint Purchasing Act, as well as not-for-profit agencies that qualify under Section 45-35 of the Illinois Procurement Code, are eligible to participate in joint purchasing programs.

ILL COMP. STAT. ANN §220/2. Definitions for the purpose of this Act: The term "public agency" shall mean any unit of local government as defined in the Illinois constitution of 1970, any school district, any public community collet district, any public building commission, the State of Illinois, any agency of the state government of the United States, or of any other State, any political subdivision of another State, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body of the agency created by the agreement.

Kane County wants to expand on the current benefits of intergovernmental cooperation on a regional basis. The goal of Kane County Purchasing is to combine the resources and purchasing power of governments and not-for-profit entities to negotiate the most favorable contract terms in order to obtain the best quality products and services at the lowest prices. By purchasing through Kane County Joint Purchasing Contracts, participants will save both time and money by not having to duplicate the formal bidding and request for proposal solicitation process.

Illinois statutes, 525/2 from Ch. 85, par. 1602 (Governmental Joint Purchasing Act), authorizes that any governmental unit may purchase personal property, supplies, and services jointly with one or more other governmental units. All such joint purchases shall be by competitive solicitation as provided in Section 4 of this Act.

STATEMENT OF WORK
BID 26-045-TL – SPECTRUM COMPACT CE AND MAXWELL RSC 48

I. OVERVIEW:

The County of Kane is accepting competitive sealed bids from qualified and authorized Vendors for the purchase and delivery of one (1) Spectrum Compact CE and one (1) Maxwell RSC 48 for the Kane County Forensic Laboratory. This is an all-inclusive bid.

II. INTENT OF SPECIFICATIONS:

The specifications listed below are not meant to exclude any particular manufacturer, product, or brand. The product, delivery, and service shall be all-inclusive and complete in all details, including all minor items and accessories or devices necessary for the completion of the sale and services per specifications. Reference to brand names and part numbers is descriptive, but not restrictive; unless otherwise specified, it is understood that the product or service being offered shall meet, exceed, or "Approved Equal" the requirements specified within this bid document.

This procurement posting also aims to confirm with the vendor's community whether the proposed purchase, other related instruments, and consumables are indeed or perhaps a sole-source.

A. SPECIFICATIONS:

Vendors shall provide supporting documents and fully state such deviations or exceptions to the proposed vehicle as part of their bid response. The Vendor shall comply with the true intent of the specifications and not take advantage of any unintentional error or omission. Should the Vendors observe any discrepancy, ambiguity, omission, or be in doubt as to the intention and meaning of any portion of the product specifications and requirements, they should report such to the Kane County Purchasing Office. Clarifications, corrections, and additional information will be made available via addenda.

1. BASE BID

The County of Kane requires a Spectrum Compact CE Capillary Electrophoresis Instrument and a Maxwell RSC 48 DNA Extraction Instrument. This is an all-inclusive turnkey bid. The standard specifications and features include the following:

1) Spectrum Compact CE Capillary Electrophoresis Instrument
   a) can scan barcodes
   b) has four capillaries
   c) has single-base resolution
   d) can work with fragments generated with up to eight colors of dye markers
   e) can re-inject samples during an active run
   f) uses independently-packaged consumables
   g) has an optional extended yearly service contract

2) Maxwell RSC 48 DNA Extraction Instrument
   a) can scan barcodes
   b) can work with a liquid handling instrument
   c) can perform differential extractions
   d) uses widely-validated chemistries
   e) can process 1-48 samples per run
   f) uses magnetic beads
   g) has an optional extended yearly service contract

III. INSTRUCTIONS & REQUIREMENTS:

A. Additional Information

Vendors shall provide literature, operations manual, and other pertinent information on their proposed system if other than specified or "Approved Equal" and submit it with their bid response. The County would like to utilize the vendor's expertise and knowledge within the specifications and/or descriptions of the instrument sought for efficiency, a best-fit system for our facility operations, and cost savings.

As the "Approved Equal" is specified, various other than specified will be considered. Vendors shall provide documentation and fully state such deviations or exceptions to the proposed system or unit as part of their bid response. The Vendor shall comply with the true intent of the specifications and not take advantage of any unintentional error or omission. Again, should the Vendor observe any discrepancy, ambiguity, omission, or be in doubt as to the intention and meaning of any portion of the product specifications and requirements, they should report such to the Kane County Purchasing Office.

IV. SPECIAL PROVISIONS:

1. Bid Pricing:

Bid pricing shall be all-inclusive. No additional cost will be paid by the County, which includes but is not limited to administrative charges, fuel charges, freight/shipping or handling charges, and any other costs associated with providing the products and services unless specified directly on the Offer to Contract Form.

2. Delivery:

Delivery of products and services shall be (FOB Destination) to the Kane County location listed as follows:

Kane County Forensic Laboratory
37W755 IL-38, Suite A
St. Charles, IL 60175

3. Award:

It is the intention of Kane County to make a single award to the most responsive and responsible bidder providing the lowest pricing meeting the specifications and contract requirements. Kane County reserves the right to add additional parts or services if it is in the best interest of the County to do so and to compare or accept pricing of all known cooperatives available to local government in Illinois and/or to evaluate by but not limited to: bid completeness, cost and compliance with specifications, lead-time and delivery, references, optional cost for warranty, training and ongoing maintenance and upgrades.

4. Approved Equal:

Throughout the specifications, whenever reference is made to a specific make, model, brand name, catalog number, etc., it is only for the purpose of establishing a product's grade or quality. Since Kane County does not wish to rule out other competition, the phrase "or approved equal" is added. **An "approved equal" is equal to or superior in grade or quality**. Kane County will be the sole judge as to what is an "approved equal" and what is not.

THE ADHERENCE TO ALL CONDITIONS, QUALIFICATIONS, REQUIREMENTS, AND STATEMENTS OF WORK OF THIS BID IS REQUIRED. THE VENDORS SHALL BE RESPONSIBLE FOR CONFIRMING THE ACCURACY OF ALL FIELD MEASUREMENTS AND EQUIPMENT AS STATED IN THE STATEMENT OF WORK, REQUIREMENTS, AND INSTRUCTIONS. THE VENDORS SHALL IMMEDIATELY BRING TO THE OWNER'S ATTENTION IF ANY DISCREPANCIES ARE NOTED ON THIS PROJECT.

This is an electronic bid submittal, and bidding documents are available online to download at https://www.bidnetdirect.com/illinois/kanecounty and Adobe PDF electronic file format of the mechanical inventory list will be made available upon request via e-mail. The Vendors shall visit and register (*registration is free to all vendors*) at the above link to obtain the Invitation to Bid, document titled: ***Bid 26-045-TL – Spectrum Compact CE and Maxwell RSC 48.***

5. Offer to Contract Form:

Vendors are required to use the **Offer to Contract Form** to submit a response along with documents under the bidding requirements specified in the *Scope of Work* and other bidding requirements as specified. This form must be signed. The following are mandatory submittals if awarded the service contract, which include a certificate of Insurance per Kane County requirements, Contractor Disclosure, and Familial Relationship Statements. Please reference the attached samples for submittal requirements.

6. Litigation:

Vendors are required to disclose if they have been a party to any lawsuits or arbitration proceedings involving their services within the last five years. Provide a written statement on any pending litigation, please refer to section 34 of the bid's terms and conditions for additional requirements.

V. RESPONSE INSTRUCTIONS

Bid Forms

Vendors are required to use only the Kane County Offer to Contract Form to submit a response and supporting documents, pages (21 - 29). Attach all required submittal documents and pertinent information as requested in this bid package and project manual. Vendors shall reference the above response or submittal instructions for more information.

An original bid response (with all required submittal documents) must be submitted electronically at: https://www.bidnetdirect.com/illinois/kanecounty prior to the submittal date and time. Please upload your bid response through Bidnet Direct, labeled as "**BID 26-045-TL – Spectrum Compact CE and Maxwell RSC 48**" before the deadline on **Wednesday, July 1, 2026, at 10:00 a.m. CST**.

QUESTIONS

ALL QUESTIONS PERTAINING TO THIS REQUEST AND/OR THE SCOPE OF SERVICES SHOULD BE DIRECTED TO THE PURCHASING OFFICE AS LISTED ON THE COVER SHEET, NO LATER THAN JUNE 24, 2026, AT 10:00 A.M., E-MAIL AT PURCHASING@KANECOUNTYIL.GOV

BIDS MUST BE SUBMITTED ELECTRONICALLY AT HTTPS://WWW.BIDNETDIRECT.COM/ILLINOIS/KANECOUNTY

KANE COUNTY

OFFER TO CONTRACT FORM

BID 26-045-TL – Spectrum Compact CE and Maxwell RSC 48

Bid Due Date & Time: 10:00 a.m. CST on Wednesday, July 1, 2026.

Proposals must be submitted electronically to https://www.bidnetdirect.com/illinois/kanecounty

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

Submitted By: _____

I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities, and other contract documents, to irrevocably offer to furnish the products, materials, equipment, and services in compliance with all terms, conditions, specifications, and amendments contained in this 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, Instructions to Bidders, and specifications.*

1. *The vendor has examined the Responsible Bidder Ordinance (RBO – Section 29), Contractor Disclosure (Section 30), and Familial Relationship (attached Public Act 101-0544) of the Instruction to Bidders, and has included or provided a certified document list 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 and compliance with Public Act 101-0544.*

B. For purposes of this offer, the terms Offerer, Bidder, Contractor, and Vendor are used interchangeably.

II. In submitting this Offer, the Vendor acknowledges:

A. All bid documents have been examined: Instructions to Bidder, Statement of Work, and the following addenda: No._____, No. _____, No._____, No._____, No._____,

B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting the 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.

D. If a Prevailing Wage Act or Davis Bacon Act is required for the project, the responsive bidders must include with their bid a separate sheet showing trades to be employed and

E. wage rates to be paid

III. **A. BID FORM 1 -** The Vendor agrees to furnish and deliver one (1) Spectrum Compact CE capillary electrophoresis instrument per bid specifications as follows:

Item No	Description	Min QTY	Unit Cost
1	Spectrum Compact CE System, including Spectrum Compact Starter kit, Spectrum Compact welcome package and Spectrum compact instrument training	1	
2	Optional extended yearly service contract	1	

A TOTAL LUMP SUM OF: _____ $ _____

The Spectrum Compact CE System will be purchased first separate from the Maxwell RSC 48.

B. BID FORM 2 - The Vendor agrees to furnish and deliver one (1) Maxwell RSC 48 DNA extraction instrument per bid specifications as follows:

Item No	Description	Min QTY	Unit Cost
1	Maxwell RSC 48 instrument	1	
2	Optional extended yearly service contract	1	

A TOTAL LUMP SUM OF: _____ $ _____

ADDITIONAL COMMENTS/EQUIPMENT PROPOSED:

_____

_____

_____

_____

_____

_____

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. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE SHALL SIGN THIS SECTION.**

Signature _____ Typed Signature _____

Company _____

Address/City/State _____

Phone # _____ Email _____

Federal I.D./Social Security # _____ Date _____

ACCEPTANCE

The Offer is hereby accepted for the **BID 26-045-TL – Spectrum Compact CE and Maxwell RSC 48**. The Vendor is bound to provide the services and materials listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specifications, and amendments, and the vendor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number **BID *26-045-TL***. The Vendor has been cautioned not to commence any billable work or to provide any supplies or services until said vendor receives a purchase order and or notice to proceed.

_____ _____

Corinne Pierog, MA., MBA Date
Chairman, County Board
Kane County, Illinois

BID SUBMITTALS CHECKLIST

The undersigned Vendor acknowledged and verified that all required documents, statements, and all certificates meeting the County's requirements are included in their bid response. The vendor shall check the following required submittal items checklist to assure the completeness and in order to assemble their bid response.

_____: SIGNED BID OFFER TO CONTRACT FORM with all supporting documents (pages 21-29), including the vendor bid form, as applicable.

_____: VENDOR DISCLOSURE STATEMENT (mandatory submittal if award of contract)

_____: VENDOR FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT
(mandatory submittal if award of contract)

_____: PROOF OF CURRENT CERTIFICATE OF INSURANCE (Submit current coverages with bid response). The actual certificate of insurance that meets the County's requirements including naming the County of Kane, as a certificate holder and an additional name insured with required policy endorsements, shall be submitted before issuing of award and contract execution. (See attached sample, a required submittal if award of contract)

_____: REFERENCES & CONTACT INFORMATION

_____: ONE (1) ORIGINAL BID MUST BE SUBMITTED ELECTRONICALLY THROUGH BIDNET DIRECT.

Vendor/Agency: _____

Address/City/State: _____

Phone # _____ Email_____

VENDOR CERTIFICATION

This information is collected for reporting purposes only and will not have any influence on vendor selection. It is required by the State of Illinois. Please check any of the following boxes that apply to the ownership of your firm.

- ☐ Minority-owned Business (MBE)
- ☐ Woman-owned Business (WBE)
- ☐ Business Enterprise Program (BEP)
- ☐ Small Disadvantaged Business (SDB)
- ☐ Kane County Local Business
- ☐ Veteran-owned Business Enterprise (VBE)
- ☐ Service-Disabled Veteran-owned Business Enterprise (SDVBE)
- ☐ Veteran-owned Small Business (VOSB)
- ☐ Persons with Disabilities-owned Business Enterprises (PDBE)
- ☐ N/A – These categories do not apply to my business

Please Note: It is required that you check at least one box.

REFERENCES

SPECTRUM COMPACT CE AND MAXWELL RSC 48 For

KANE COUNTY BOARD, Geneva, Illinois

List below businesses or other organizations for which you have provided comparable services within the last three years:

Offeror's Name: _____

1. Organization: _____

   Address: _____

   City, State, Zip Code: _____

   Telephone Number: _____

   Contact Person: _____

   Description of Project: _____ Date of Project _____

   E-mail Address: _____

2. Organization: _____

   Address: _____

   City, State, Zip Code: _____

   Telephone Number: _____

   Contact Person: _____

   Description of Project: _____ Date of Project _____

   E-Mail Address: _____

3. Organization: _____

   Address: _____

   City, State, Zip Code: _____

   Telephone Number: _____

   Contact Person: _____

   Description of Project: _____ Date of Project _____

   E-Mail Address: _____

4. Organization: _____

   Address: _____

   City, State, Zip Code: _____

   Telephone Number: _____

   Contact Person: _____

   Description of Project: _____ Date of Project _____

   E-Mail Address: _____

CONTRACTOR DISCLOSURE

As of (Today's Date), ABC Company, to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12-month period.

Below is a list of shareholders or owners, with at least 5% holdings in ABC Company:

Mr. John Smith 456 Second Street Geneva, IL 60134	50%
Ms. Sue Jones 456 Second Street Geneva, IL 60134	50%

_____ _____

Officer Date

Title

Subscribed and Sworn this _____ day of _____, 2025

_____

Notary Public

SAMPLE

FAMILIAL RELATIONSHIP DISCLOSURE

As of (Today's Date), ABC Company, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12-month period. "Familial Relationship" is defined in Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than $30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

_____ _____

Officer Date

Title

Subscribed and Sworn this _____ day of _____, 2025

_____

Notary Public

SAMPLE

NO-BID/RFP/RFQ RESPONSE

BID 26-045-TL

Spectrum Compact CE and Maxwell RSC 48

In the event that your organization chooses not to submit a response to this solicitation, the Kane County Purchasing Department is interested in the reasons why vendors/consultants have chosen not to submit a bid or proposal response in order to better serve the taxpayers of Kane County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- ☐ Could not meet the specifications.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements too restricting.
- ☐ Bond requirements too restricting.
- ☐ Scope of services not clearly understood or applicable (too vague, too rigid, etc.).
- ☐ Project not suited to our organization.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid/proposal response.
- ☐ Restricted specifications. A Sole-Source (we could not meet the requirement)
- ☐ Other (please specify):

_____

_____

_____

_____

_____

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

Please send your response to: purchasing@KaneCountyIL.gov

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/3/2015

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
XYZ Insurance Company

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AM Best A Rated Carrier	
INSURER B : AM Best A Rated Carrier	
INSURER C : AM Best A Rated Carrier	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ABC Company

COVERAGES **CERTIFICATE NUMBER:** 1738544639 **REVISION NUMBER:**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	Y	ABC123	12/1/2014	12/1/2015	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$1,000,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY	Y	Y	ABC123	12/1/2014	12/1/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			ABC123	12/1/2014	12/1/2015	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	Y	ABC123	12/1/2014	12/1/2015	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

RE: Job No./Event/Project
PLEASE INCLUDE COPY OF ENDORSEMENTS

County of Kane is included as additional insured on a primary/non-contributory basis for Commercial General Liability as required by written contract (Per CG 2010 & CG2037 or equivalent).
Waiver of Subrogation on General Liability, Auto, & W.C in favor of the additional insureds as required by written contract.

CERTIFICATE HOLDER

County of Kane
719 Batavia Ave., Bldg 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
Your Authorized Signature

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ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A Statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location(s) of Covered Operations
SAMPLE	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who is an Insured** is amended 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", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. 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
2. That portion 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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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

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
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended 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 hazard".

SAMPLE

© ISO Properties, Inc., 2004

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

CG 20 01 04 13

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Primary & Non-Contributory coverage is required in all of our Templates.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-363

AUTHORIZING AGREEMENT WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE HOMELESS MANAGEMENT INFORMATION SYSTEMS GRANT FOR PROGRAM YEAR 2027

WHEREAS, the Kane County Health Department oversees the Continuum of Care for Kane County, a network of social services agencies that coordinates services for the homeless population with the goal of fostering self-sufficiency; and

WHEREAS, the agencies utilize the County's Homeless Management Information System (HMIS) to track and report client needs and services, and the cost of the system is covered with Federal funds from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has awarded funds to the County to cover HMIS costs for the period July 1, 2026 to June 30, 2027.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Kane County Board Chairman and/or the Executive Director of the Health Department are authorized to execute an agreement with the U.S. Department of Housing and Urban Development effective July 1, 2026 through June 30, 2027.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

AUTHORIZING AGREEMENT WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE HOMELESS MANAGEMENT INFORMATION SYSTEMS GRANT FOR PROGRAM YEAR 2027

Committee Flow:
Public Health Committee, Executive Committee, County Board

Contact:
Michael Isaacson, 630-208-3140

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $n/a
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

The attached resolution ratifies and approves Kane County entering into an agreement with the U.S. Department of Housing and Urban Development for the Continuum of Care Homeless Management Information System grant. This agreement required signature in July to avoid loss of funding and this resolution ratifies this action.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

ORDINANCE NO. 26-364

ANIMAL ORDINANCE TAG ADDITION

WHEREAS, the Kane County Board has established and maintains Kane County Animal Control ("Animal Control") as its animal pound or animal control facility, pursuant to the Illinois Counties Code, 55 ILCS 5/5-1070, and the Illinois Animal Control Act, 510 ILCS 5/1, et seq; and

WHEREAS, the Kane County Board has the statutory authority to fix fees and charges for the services of Animal Control pursuant 55 ILCS 5/5-1070, 510 ILCS 5/3, 5/8; and

WHEREAS, the operations of Animal Control are subject to increasing costs and that some fees and charges for the services of Animal Control must be added; and

WHEREAS, the Kane County Board and Animal Control wish to meet these increasing costs without funding from the County taxes; and

WHEREAS, the Kane County Board deems it necessary and desirable to amend the current Schedule of Fees ordinance (Ordinance No. 06-154) for Animal Control services provided by the County, which will also allow Animal Control to also expand the number of services it provides to individual pet owners in the County.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes that the Kane County Animal Control Ordinance and Chapter 5, Article XI, section 5-49-1(B) of the Kane County Code be and is hereby amended as follows:

Section 5-49-1(B). Effective September 1, 2026, the fees to individual owners for animal control services with the County shall be as follows:

Exempt Tag_____$15.00

Identification Tag_____$10.00

Line Item290.500.000.34580
Line Item Description: Registration and Tag Fees
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? N/A
Are funds currently available for this Personnel/Item/Service in the specific line item? N/A
If funds are not currently available in the specified line item, where are the funds available?
N/A

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Kane County Animal Control Ordinance Tag Addition

Committee Flow:
Public Health Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:
Brett Youngsteadt, DVM 630.232.3555

Budget Information:

Was this item budgeted? No.	Appropriation Amount: $Fee
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes.	

Summary:

Kane County Animal Control (KCAC) will be creating and distributing exempt tags for animals exempt from rabies. To do this KCAC had to purchase a tag engraver. KCAC is seeking to create a fee to be able to sell personalized ID tags to the public for their pets. This resolution will allow KCAC to sell individualized tags to the public directly.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-365

APPROVING A MOTOR FUEL TAX APPROPRIATION FOR ICE CONTROL SALT FOR THE SUGAR GROVE TOWNSHIP ROAD DISTRICT, SECTION NO. 26-15000-00-GM

WHEREAS, the Kane County Division of Transportation has solicited and received bids for the supply of ice control salt (bid number 26-040-TK) for the County and various municipalities; and

WHEREAS, the Sugar Grove Township Road District has entered into an Intergovernmental Agreement with several governmental entities, including the County, for the purchase of bulk salt for the maintenance of roadways within its jurisdiction; and

WHEREAS, the Sugar Grove Township Road District is eligible to receive appropriations pursuant to the Motor Fuel Tax Law (35 ILCS 505/1, et seq.); and

WHEREAS, the Sugar Grove Township Road District intends on utilizing motor fuel tax funds to pay for its dry rock salt procurement for the 2026-2027 winter season; and

WHEREAS, the Township Highway Commissioner of the Sugar Grove Township Road District and the Kane County Engineer have executed a Request for Expenditure / Authorization of Motor Fuel Tax Funds (BLR-09150) relative to a Motor Fuel Tax appropriation request in the amount of Eighty Thousand Dollars ($80,000.00).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that an appropriation of Eighty Thousand Dollars ($80,000.00), be allocated from the Sugar Grove Township Motor Fuel Tax Fund to Morton Salt, Inc. for the items described in the Request for Expenditure/Authorization of Motor Fuel Tax Funds (BLR-09150) executed by the Kane County Engineer and the Township Highway Commissioner of the Sugar Grove Township Road District, and approved by the Illinois Department of Transportation.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving a Motor Fuel Tax Appropriation for Ice Control Salt for the Sugar Grove Township Road District, Section No. 26-15000-00-GM

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Ashley Young, 630.406.7302

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $ N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

On June 5, 2026, bids were opened for bulk rock salt (Bid 26-040-TK).

Sugar Grove Township participated in Kane County's joint purchasing bid, and has requested to use their Township Motor Fuel Tax Funds on dry rock salt for 2026-2027 season.

Staff recommends approval.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-366

APPROVING ADOPT-A-HIGHWAY APPLICANTS

WHEREAS, the Illinois Highway Code of the Illinois Compiled Statutes (605 ILCS 120/1 et seq.) provides for the establishment of Adopt a Highway Programs by counties and various units of government throughout the State of Illinois to support anti-litter efforts by allowing groups of private citizens to adopt a segment of highway for the purpose of litter and refuse collection; and

WHEREAS, the County has enacted and otherwise established, pursuant to Kane County Board Ordinance No. 13-267, the Kane County Adopt-A-Highway Program in conformance with the Illinois Highway Code, which program is intended to assist the County in its efforts to remove refuse and litter from County highway right of way and otherwise beautify the County Highway System; and

WHEREAS, those groups whose names are set forth in the list attached (a copy of which is on file in the office of the Kane County Clerk) have submitted applications for participation in the Kane County Adopt-A-Highway Program; and

WHEREAS, each of the groups' applications have been reviewed and approved by the County Engineer of Kane County and have subsequently been approved by the Transportation Committee of the Kane County Board; and

WHEREAS, the approval of the applicants for participation in the Kane County Adopt-A-Highway Program will facilitate the County's litter collection efforts on County highways and will aid in the beautification of all County highways whether in urban or rural areas of the County.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the applicant(s) listed in Exhibit A for participation in the Kane County Adopt-A-Highway Program are hereby approved.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois
Vote:	

EXHIBIT A

Applicants (RENEWAL)	Road	Distance
Lecco/Czaja Family	Main Street Rd from Dauberman Road to Owens Road	1.75 Miles (Both Sides)
The Swedberg Family	Kirk Road from IL Route 38 to Division Street	1 Mile (West Side)
Elburn Lions Club	Keslinger Road from IL Route 47 to Thryselius Drive	.5 Mile (Both Sides)

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving Adopt-A-Highway Applicants

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Michael Way, 630.406.7359

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

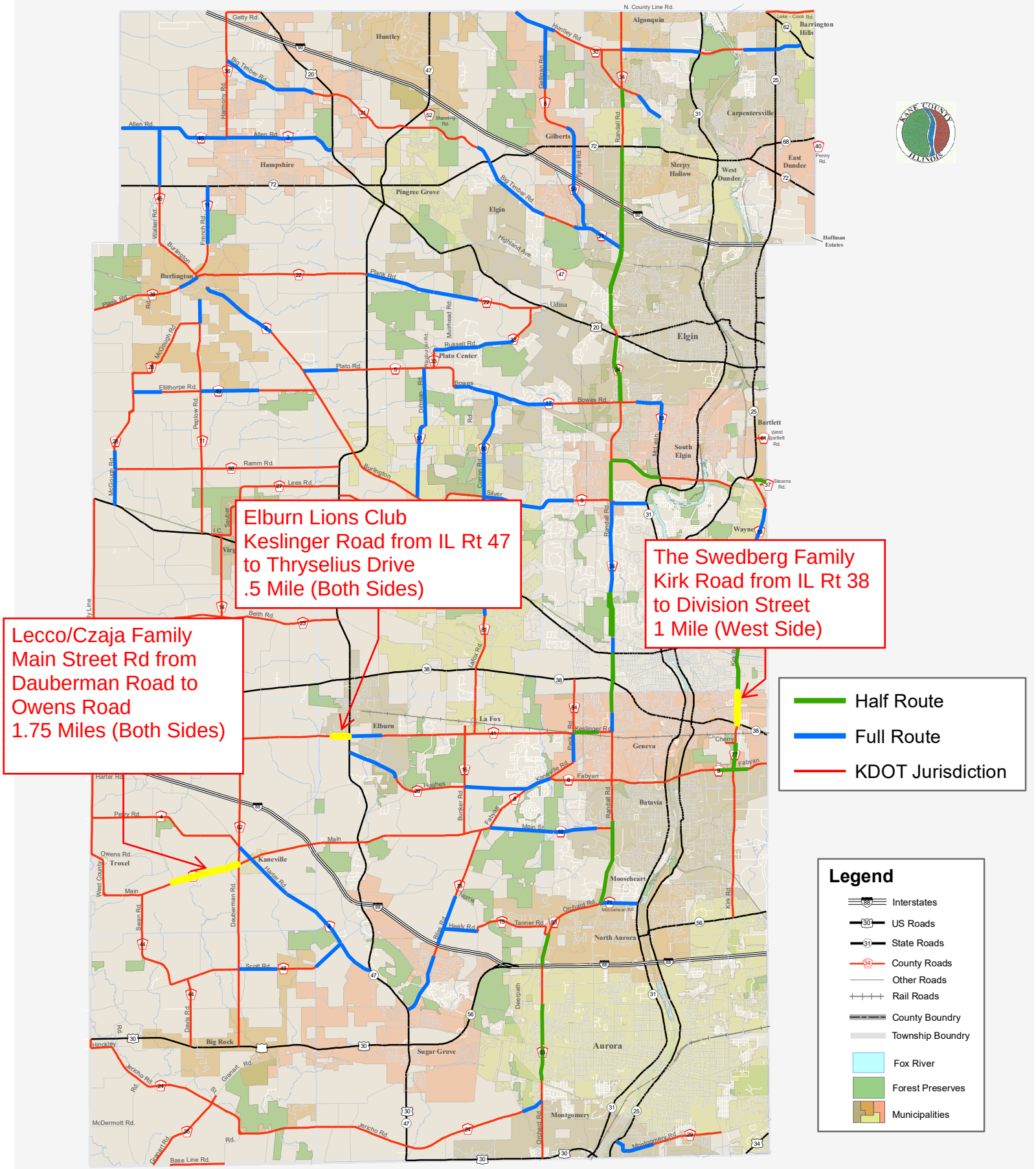
Summary:

Pursuant to Kane County Board Ordinance No. 13-267, Kane County Adopt-A-Highway Program, staff requests consideration of the attached resolution which approves the following Adopt-A-Highway applicant(s).

RENEWAL:

Applicants (RENEWAL)	Road	Distance
Lecco/Czaja Family	Main Street Rd from Dauberman Road to Owens Road	1.75 Miles (Both Sides)
The Swedberg Family	Kirk Road from IL Route 38 to Division Street	1 Mile (West Side)
Elburn Lions Club	Keslinger Road from IL Route 47 to Thryselius Drive	.5 Mile (Both Sides)

NEW APPLICANT: None



Adopt-A-Highway
July 2, 2026

0 3,100 6,200 12,400 18,600 24,800 Feet

0 1 2 Miles

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KANE COUNTY Division of Transportation

707

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-367

APPROVING THE PURCHASE OF ONE (1) PALMA 720T BOOM MOWER FOR THE KANE COUNTY DIVISION OF TRANSPORTATION

WHEREAS, pursuant to Kane County Resolution No. 22-266, the County of Kane and Sourcewell entered into an Intergovernmental Agreement (IGA) to procure materials, services, supplies, equipment, construction and construction-related services; and

WHEREAS, bids have been solicited and received for one (1) Palma 720T Boom Mower (hereinafter the "Mower") for the County's Division of Transportation; and

WHEREAS, Roc-Pit Equipment, 2N118 Pouley Rd. Elburn, Illinois 60119, was the selected Vendor for the Mower under the Sourcewell authorized cooperative agreement, at a total purchase price of Seventy-Five Thousand Five Hundred Four Dollars ($75,504.00).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the offer for said Loader from Roc-Pit Equipment in the amount of Seventy-Five Thousand Five Hundred Four Dollars ($75,504.00) is accepted and that the County of Kane purchase said Mower from Roc-Pit Equipment payment therefor to be made from the Motor Fuel Local Option Fund #304, Line Item #70110 (Machinery and Equipment), and that the Kane County Board Chairman is authorized to execute any documents related to and necessary for this purchase.

Line Item: 304.520.524.70110
Line Item Description: Machinery and Equipment
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving the Purchase of One (1) Palma 720T Boom Mower for the Kane County Division of Transportation

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Michael Way 630.406.7359

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $75,504.00
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

Description: Palma 720T Boom Mower

Vendor: Roc-Pit Equipment (Sourcewell Contract 032525-MHM)

Purchase price – Total $75,504

Comments: This Palma 720T Boom mower will be monted to the front of a plow truck and used in the maintenance section of Kane County Division of Transportation to mow and maintain around our guard rails and steep hills that the regular mowers can't reach.

It will be replacing our current 20 year old boom mower that is in need a major repairs.

This piece of equipment is included in the FY26 Budget.

Staff recommends approval.

Docusign Envelope ID: 2B924419-28D8-443A-B268-6EA1BE350A82

MASTER AGREEMENT #032525
CATEGORY: Road Right-of-Way Maintenance Equipment
SUPPLIER: Montage Enterprises, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Montage Enterprises, Inc., 140 Route 94, Blairstown, NJ 07825 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

Docusign Envelope ID: 2B924419-28D8-443A-B268-6EA1BE350A82

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on May 15, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

   1. **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #032525 to Participating Entities. In Scope solutions include: manned, robotic, or remote Road Right-of-Way Maintenance Equipment, including equipment, attachments, and accessories designed or primarily intended for use in the maintenance of road and highway rights-of-way, including but not limited to:

      a. Flail, boom, rotary, wing, sickle, and slope mowers;
      b. Brush cutters;
      c. Seeders, tillers, mulchers, and sprayers;
      d. Erosion stabilization and prevention products;
      e. Ditch maintenance equipment; and
      f. Dust abatement water trucks.

7) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

8) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

9) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

10) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

11) **Open Market.** Supplier's open market pricing process is included within its Proposal.

12) Supplier Representations:

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i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

13) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

14) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

15) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

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certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

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administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

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remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and

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Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
   - $1,500,000 each occurrence Bodily Injury and Property Damage
   - $1,500,000 Personal and Advertising Injury
   - $2,000,000 aggregate for products liability-completed operations
   - $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Montage Enterprises, Inc.
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: ADD39733F0894CF...
By: _____	By: _____
Jeremy Schwartz	David Montanya
Title: Chief Procurement Officer	Title: Vice President
Date: 5/15/2025 | 4:51 PM CDT	Date: 5/15/2025 | 8:00 AM CDT

RFP 032525 - Road Right-of-Way Maintenance Equipment

Vendor Details

Company Name:	Montage Enterprises Inc
Does your company conduct business under any other name? If yes, please state:	no
Address:	140 Route 94 P.O. Box 631 Blairstown, New Jersey 07825
Contact:	David Montanya
Email:	dave@montageent.com
Phone:	908-362-5353
Fax:	908-362-5405
HST#:	222521362

Submission Details

Created On:	Friday February 07, 2025 11:16:12
Submitted On:	Tuesday March 25, 2025 16:07:13
Submitted By:	David Montanya
Email:	dave@montageent.com
Transaction #:	aa993b57-cc30-4a0b-9ba8-5d058279ee2b
Submitter's IP Address:	147.243.188.245

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Montage Enterprises, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Montage Enterprises Inc. does not have any other subsidiaries, entities, or D.B.A. names.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 04VX7	*
5	Provide your NAICS code applicable to Solutions proposed.	444220	
6	Proposer Physical Address:	140 Route 94, Blairstown NJ, 07825	*
7	Proposer website address (or addresses):	www.montageent.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	David Montanya Vice President 140 Route 94, Blairstown NJ,07825 dave@montageent.com (862)251-9707	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Justin Mosher Sales Manager 140 Route 94 Blairstown NJ 07825 justin@montageent.com (862)268-1903	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kristina Varriccio Production Manager 140 Route 94 Blairstown NJ 07825 kristina@montageent.com (908)619-0096	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Montage Enterprises Inc. is a distinguished manufacturer and distributor specializing in roadside mowing equipment and replacement parts. Our journey began in 1955, founded by the management team of the East Coast Distributor for Mott Mowers,with roots tracing back to George Montanya, a pioneer associated with Mott Mowers since 1950. Officially incorporated in 1984, Montage Enterprises initially focused on selling replacement parts for roadside mowers. Over the years, Montage Enterprises has diversified its offerings, entered new markets and developed advanced solutions that harness technology and sustainability. In 2013, we acquired Hevco Mower Corporation, the original manufacturer of Kut-Mor Mower Systems, and relocated operations to our northern New Jersey facilities. This acquisition solidified our position as a leading supplier of Mower Systems and roadside maintenance replacement parts, with a commitment to American-made quality. Our core values—integrity, collaboration, innovation, and customer-centricity—are the pillars of our success. We are dedicated to transparency and trust, fostering strong relationships with customers, dealers, partners, and employees. Innovation drives us to develop high-quality, sustainable solutions that exceed customer expectations. Our customer-first philosophy emphasizes long-term partnerships, superior craftsmanship, and exceptional service excellence. With over four decades of experience, Montage Enterprises has demonstrated resilience and adaptability, navigating economic shifts, technological advancements, and market expansions. We are dedicated to maintaining our strong and dependable dealer network. Our reputation for excellence is reinforced by repeat customers, referrals, and positive feedback. We pride ourselves on superior customer service, maintaining stocked shelves, and offering same-day shipping for parts to minimize downtime. Our knowledgeable sales and service team is extensively trained in both our products and competitor offerings, ensuring customers receive optimal guidance and solutions tailored to their needs. Our philosophy extends beyond sales, as we are committed to supporting communities, government entities, and businesses with dependable solutions that stand the test of time. Our longevity is a testament to our dedication to innovation, research, and development. By investing in technology and sustainability, we continue to provide cutting-edge, American-made products, remaining competitive in an evolving market while upholding the values that have defined our success for decades.	*
12	What are your company's expectations in the event of an award?	Should Montage Enterprises Inc. receive an award, we anticipate establishing a streamlined and efficient procurement process for our customers, eliminating the need for a prolonged bidding procedure. We are eager to communicate this opportunity to our existing clients, emphasizing the benefits and convenience of this partnership. Collaborating with Sourcewell will enable us to offer high-quality roadside mowing equipment and replacement parts with enhanced accessibility, ensuring our customers receive premium products without sacrificing quality. This cooperative contract is expected to strengthen long-term relationships, encourage repeat business, and reinforce our commitment to providing exceptional service. We also foresee increased brand recognition and market expansion, further solidifying our standing as a trusted industry leader. Sourcewell will facilitate the development of work relationships and provide purchasing solutions in states where we lack contracts, as well as bolster our presence in the Canadian market. If selected, partnering with Sourcewell will allow us to achieve our objectives of expanding our business and growing our customer base across the United States and Canada. We will educate our customers, dealers, and resellers on utilizing the contract and disseminate our Sourcewell marketing materials via our website, social media, and industry events. Through Sourcewell, our customers will continue to enjoy high-quality products at competitive prices without the complexities of the bid process. Our sales team is poised to expand significantly to accommodate the anticipated increase in our customer base.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Montage Enterprises, Inc. is a privately held company in Blairstown NJ, with over 40 years of consistently profitable operations and access to a substantial line of credit. For detailed information on our financial strength and stability, please refer to the attached document "Montage Enterprises Financials" which provides comprehensive insights and data.	*

14	What is your US market share for the Solutions that you are proposing?	Montage Enterprises Inc. holds a significant market share in the replacement parts industry and our KUT-MOR mower systems make us a strong competitor in the Whole Goods Market. For the solutions we are proposing, we estimate that our market share in the United States ranges between 15-20%. This reflects our significant presence and competitive positioning within the industry.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Our Canadian market share is currently at 1% but we anticipate significant growth and expansion in this market following our partnership with Sourcewell.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Montage Enterprises, Inc. has never been involved in any bankruptcy proceedings, and we do not anticipate any such events in the future, given our financial strength and stability. Furthermore, we understand the obligation to notify Sourcewell in writing should we enter bankruptcy proceedings at any time during the evaluation period of this RFP.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Montage Enterprises Inc. is a prominent manufacturer and distributor, specializing in roadside mowing equipment and replacement parts, featuring our exclusive KUT-MOR Mower Systems. With our headquarters and manufacturing facility located in Blairstown, NJ, we have a dedicated team of 24 in-house employees who manage various aspects of our operations, including production, engineering, sales, customer service, and shipping. Our relationship with our sales and service force, as well as our dealer network, is integral to our business strategy. Our sales and service teams are comprised of employees who work directly for Montage Enterprises and coordinate throughout the day to manage requests, activities, and responsibilities related to selling and supporting our products. To accomplish such a level of customer service, employees must be trained, updated regularly to changing situations and be aware of our goals and plans within the various areas of sales, operations and logistics. We conduct regular meetings with our sales and service teams to explore sales expectations, address technological matters and engage in sales forecasting. Our production and engineering departments collaborate to ensure alignment with current sales and service requests, production lead times, client feedback, and new products featuring technological innovations. Our teams are dedicated to being proactive, anticipating challenges based on information collected and shared across various areas of our business. Our sales team actively engages with clients and dealerships throughout the year, providing product support and updates, ensuring that all customer needs are met. Customers have the flexibility to order directly from us or through our authorized dealers or resellers. We have developed a robust dealer network of 65 dealers and resellers across North America over the past 40 years. This network is built on strong working relationships with our equipment dealers and our commitment to supporting them. Our sales and service teams collaborate closely with these dealers to ensure that we meet our customers' expectations regarding the solutions we propose. Our service team is fully equipped to provide exceptional onsite and in-field service, extending to most of our customer base and our extended dealer network. We work hand in hand with our partnered dealers to assist them in servicing our equipment, ensuring a seamless experience for our customers.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Our organization holds essential licenses and certifications: ISO Compliant using QMS System with designated calibration area, Welder's Licenses, ISN for Contractor Compliance, DOT Certifications for hauling purposes, HR Certifications, and a licensed CPA. We ensure that all necessary certifications are obtained and actively maintained by our organization and any third parties or subcontractors we engage with.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Montage Enterprises confirms that neither the company nor any designated Responsible Party has been subject to debarment or suspension at any time within the past seven years. We also acknowledge our responsibility to promptly notify Sourcewell in writing should any debarment or suspension occur during the evaluation period of this RFP.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Montage Enterprises has been recognized twice by Municipal magazine in July 2023, "How to Succeed by Flailing" and July 2024- Montage Enterprises: "Surpassing the Expectations in Mower Parts". Montage has also received several sponsorship awards including: Bronze Sponsor at the OTA Ohio Townships Association, Gold Sponsor at Ohio APWA, and the Platinum Sponsor Rhode Island Public Works Association.	*

21	What percentage of your sales are to the governmental sector in the past three years?	Montage's sales to the governmental sector account for 88% of our total sales for the past 3 years. During this period, we have provided roadside mowing equipment and replacement parts, featuring our exclusive KUT-MOR Mower Systems and services to various entities, including Departments of Transportation, counties, townships, municipalities, government contractors, and equipment dealers nationwide.	*
22	What percentage of your sales are to the education sector in the past three years?	Montage Enterprises retains several large school district clients in the Western United States, primarily California. While education-sector sales have represented less than 1% of our total revenue over the past three years, we see significant potential for growth in this area. A Sourcewell contract would enable us to expand our presence within the education market and more effectively offer our full range of mower systems and replacement parts to schools and universities nationwide.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Montage Enterprises has consistently maintained several state and cooperative purchasing agreements over the years, highlighting our commitment to fulfilling client needs regarding purchasing, solutions and otherwise. Names and respective annual sales are listed below: COSTARS $47,430.00 ESCNJ $490,182.34 CT DOT $329,648.33 Maine Turnpike $5,801.23 MD DOT $429,671.33 MA DOT $89,311.00 NJ DOT $454,352.01 NJ Turnpike $62,904.60 NY DOT $548,858.00 OH DOT (Ohio) State $9,715.00 PA Turnpike $122,151.33 RI DOT $282,020.00 Virginia DOT $255,653.00 Atlantic County $81,935.84 Baltimore County $47,624.67 Gloucester County $192,247.95 City of Buffalo $76,633.33	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Montage Enterprises does not currently hold any GSA contracts at this time.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
NJ Dept. of Transportation	Scott Livingston	(609)963-1290	*
Monroe Tractor- Westbury, MA	Robert Doyle	(978)434-6557	*
Connecticut DOT	Anthony Uvino	(860)550-0390	*
Gloucester County	Al Cunningham	(609)790-8336	
Priority Services	Nick Deluca	(302)562-5561	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	Montage will leverage its fully staffed internal sales force and extended dealer network to meet Sourcewell's future requirements as well as those of our existing clients. 1 National Sales Manager 4 Territory Sales Managers 1 Marketing Director 4 Sales Support People 1 Parts Manager 6 Members of Parts Support Team 65 dealers across 23 states to sell and support our products	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Montage Enterprises Inc. has partnered with numerous authorized dealers, contractors, and resale businesses nationwide. To date, we have established over 65 dealer and 32 reseller relationships across regions where roadside mowing is common, and we are continuously enhancing our dealer distribution throughout North America. We encourage our dealers and resellers to promote and distribute our entire product range to towns, cities, counties, and states, ensuring they are well-equipped to meet the deliverables outlined in the scope of work. We are confident in our ability to provide comprehensive training on equipment knowledge and expertise to our network of dealers and resellers.	*
28	Service force.	Montage utilizes a factory trained service force with 65 authorized equipment dealers in 23 states. Our dealer network is an essential component of our service force, as they are authorized to service our mowing equipment. Montage also employs in-house service technicians to effectively troubleshoot and resolve service issues. Dealers, technicians and all other service force members communicate in a timely fashion, without territorial restraints, through phone calls, email, text, and video-call. Following each incident, the response protocol is to properly document the incident and issue a service ticket outlining the timeframe of the incident and any specific service requirements needed for the client. A technician will also be available upon request to offer 24-hour emergency service or full-support service from 7:30am-5:30pm Monday through Friday. If a service issue is unable to be resolved via these communication channels, replacement parts are in stock, and available to be shipped the same day. In the rare event that we are unable to address a client service issue in a timely manner, we connect clients to a trusted dealer within our network.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The Montage team dedicated solely to Sourcewell operations will confirm the validity of each Sourcewell participant and record item numbers, product description and Sourcewell approved pricing discounts. A standardized ordering template will be issued to all Montage dealers, resellers, and partners, accompanied by comprehensive training and support for all involved staff. Equipment orders will be directed to our production specialist. An order acknowledgment will be generated, and a production time slot will be forecasted. All relevant documentation will be distributed to the appropriate parties. Once entered, the order is sent to our central warehouse to begin the manufacturing process. All other product orders will be packaged and subsequently delivered via UPS Ground or a Freight Carrier.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	At Montage Enterprises Inc., we are proud of our customer service program and our ability to respond swiftly to inquiries. Our data analytics show a 95% inbound call answer rate and a 100% voicemail return rate. These percentages are reflective of our YTD metrics. Our team of experienced customer service representatives (CSRs) are available to assist in handling calls and emails from Monday through Friday, between 7:30 AM and 5:30 PM Eastern Time. Should a situation require further attention, a service ticket will be issued. After evaluating the issue, if on-site assistance is necessary, a service technician will be dispatched to provide support. Manufacturing and production teams are continually training, updating and providing necessary materials to ensure the success of our customer service group. The customer service team has access to a wide range of technical data including archived product information in our network of resources.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	We are fully committed and enthusiastic about providing our mower systems, products and services to Sourcewell participating entities. We understand the importance of timely and efficient customer service and therefore provide the option for customers to purchase directly from our factory and we are prepared to deliver our products and high-quality mower systems tailored to the specifications required by Sourcewell participants. Montage and our 65 dealers and 32 resellers are eager to collaborate closely with Sourcewell participating entities to better understand their mowing requirements and offer solutions that enhance their operational effectiveness. Our goal is to build strong, lasting relationships with these entities while supporting their objectives with our reliable products and services. The team at Montage is qualified, experienced, and dedicated to serving all customers. We take pride in our repeat business, and as a Sourcewell vendor, we extend the same commitment to addressing your entities' requests as we do for our most valued customers.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are eager and fully equipped to deliver the full spectrum of our mower systems, parts and services to Sourcewell participating entities located in Canada. Our commitment to these entities is unwavering, as we strive to ensure they have seamless access to our comprehensive offerings. We do have relationships with Canadian customers including end users and resellers. We believe that with the Sourcewell award we will be able to expand the Canadian business with our mower systems.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We are committed to providing our mowing systems, products and services to a wide range of geographic areas throughout the United States and Canada. At this time, there are no regions within these countries that we will be unable to fully serve under the proposed agreement. Our goal is to ensure that all participating entities have access to our offerings, regardless of their location. If any specific limitations arise in the future, we will communicate them promptly.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	We would be honored to serve all participating entities full access to our mowing systems, products and services offered through Sourcewell if awarded an agreement.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska and in the US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Montage Enterprises will extend the terms of the awarded agreement to nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Montage Enterprises Inc. has developed a robust, multi-channel marketing strategy to promote our partnership with Sourcewell, focused on maximizing visibility, generating engagement, and equipping end-users and our dealer network with tools for success. We dedicate 5–7% of our total budget to marketing, allocating resources across strategic platforms including Google Ads, LinkedIn, Instagram, Facebook, YouTube, and email marketing. These efforts will drive traffic to a dedicated Sourcewell landing page featuring contract details, purchasing instructions, and direct contact options. Our website will highlight the partnership through homepage banners and optimized content. A month-long content campaign, led by our Marketing Director, will span social media and email channels featuring educational posts, testimonials, and simplified visual guides. A four-part email series will walk our audience through the announcement, buying process, success stories, and support resources. Sponsored social posts will target procurement officers and public-sector decision-makers. Montage participates in over 40 trade shows annually across 23 states, where we showcase equipment, parts, and now, our Sourcewell contract. Booth materials will prominently display the Sourcewell logo and flag. Our sales team, well-versed in product and Sourcewell training, will engage clients directly. Additionally, we're rolling out a tailored dealer marketing plan, including branded literature and training, to help our 65 dealers promote Sourcewell to their customers. All efforts are supported by our long-standing partnership with Halibut Blue, our advertising agency, which collaborates on campaign execution and creative development.	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Montage Enterprises Inc. leverages a plethora of digital tools and data-driven strategies to maximize marketing effectiveness. Our campaigns run across Google Ads, Instagram, Facebook, LinkedIn, YouTube, and Mailchimp, allowing us to deliver tailored, high-impact messaging to specific audience segments. All digital marketing activity is closely tracked through CRM software that integrates with our website and advertising channels to monitor user behavior, campaign engagement, and lead generation metrics. Our advertising agency, Halibut Blue, works alongside our Marketing Director and sales team in weekly strategy sessions to analyze performance data—ranging from metadata trends and SEO rankings to social media and web engagement. These insights inform ongoing adjustments to ad targeting, email cadence, landing page content, and more, ensuring that we reach the right audience at the right time with the right message. To maintain fresh, relevant content, our website is updated monthly. Customers can generate a quote directly from our website, and we pride ourselves on delivering fast, responsive communication to support inquiries and close sales. Upon award of the Sourcewell contract, we will immediately publish a new landing page and homepage banners to promote the partnership and streamline the purchasing experience. This commitment to digital performance and continuous optimization allows Montage to drive greater visibility, improve customer retention, and strengthen our public sector presence. A detailed marketing plan, content calendar, and marketing material samples can be found in the attached documents, titled, “Marketing Plan”.	*
39	In your view, what is Sourcewell’s role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	We view Sourcewell as a strategic partner in expanding access to competitively solicited contracts for public-sector entities. Sourcewell’s role in promoting awarded agreements is vital to building trust and driving awareness among its national network of members. Their credibility and cooperative purchasing model foster efficient procurement decisions and reduce administrative burdens for buyers. Montage Enterprises will integrate our Sourcewell-awarded agreement into our sales process by educating our internal team, dealer network, and customer base on the contract’s benefits and usage through the aforementioned various media channels. Our quoting system will flag Sourcewell-eligible accounts and guide them through compliant purchasing options. Sales reps and trade show staff will be trained to explain the Sourcewell contract clearly, while all promotional materials—digital and print—will prominently feature the Sourcewell designation. This integration will ensure that every customer interaction becomes an opportunity to highlight the value and ease of cooperative purchasing through Sourcewell.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, Montage Enterprises offers solutions compatible with e-procurement processes, operating on a quote-based model. Our equipment and parts are featured on our website, where governmental and educational customers alike can browse product offerings and request a custom quote. Rather than displaying fixed pricing, we provide personalized quotes based on the order’s size, scope, and nature—reflecting our relationship-based pricing model. This approach ensures flexibility and fairness, accommodating the customer’s unique needs. We prioritize rapid response to quote requests and inquiries by phone or email, connecting clients directly with a knowledgeable staff member. Our team is trained to guide customers through the procurement process efficiently, and to follow-up on acknowledgements from government agency clients, who require that we access their portal to begin the ordering process. We’ve found that the relationship-based pricing model expedites purchasing decisions and fosters stronger client relationships. By offering personalized support and transparent communication, customers leave the buying experience with a sense of partnership and trust in our team—an advantage not typically obtained through static, one-size-fits-all pricing platforms.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer comprehensive training programs for Sourcewell participating entities to enhance their understanding and operation of our equipment. Training is provided for each mowing unit upon delivery to the customer or end-user. This initial walk-through and training can occur at the customer’s location, an authorized equipment dealer’s facility, or via Teams/Zoom if requested. Training walks clients through how to safely operate our equipment in various environmental conditions and terrains. Participants will learn how to access and use the Safety and Operator manual, service and check common wear parts, and easily order replacement parts. We also provide a daily maintenance checklist, including grease points, checking for loose or missing parts, and ensuring proper shrouding of rotating parts. We guide users through typical troubleshooting scenarios and advise them to contact our Customer Service Support line or schedule a service appointment as needed. We have developed an annual training and safety program held at select customer facilities. This program is highly engaging and provides a hands-on approach for equipment operators, offering them a chance to earn Continuing Education Units (CEUs). Additional product, equipment or maintenance training can be arranged.	*

42	Describe any technological advances that your proposed Solutions offer.	Montage's products undergo quarterly reviews for technological advances and improved quality standards. Our newest technology to date includes our Proportional Valve Joystick, Break a-way system and Accumulators. Montage Enterprises prides itself on enhancing our product offerings through technological advancements and improved quality standards. Our proposed solutions incorporate several cutting-edge technologies that enhance performance, functionality, and user experience. Our hydraulically controlled Mower Systems feature a Proportional Valve Joystick, allowing for precise control and smooth operation of the Mower cutting head. This technology enables operators to make fine adjustments with ease: speeding up or slowing down mower movement, enhancing safety precautions and overall operator experience. The integration of the Break-Away System in our equipment provides an added layer of safety. This system is designed to minimize damage and prevent injury by allowing components of the mower arm to safely operate during unforeseen circumstances or collisions. Our use of Accumulators in the equipment enhances energy efficiency and boosts performance. Accumulators store hydraulic energy, enabling the system to respond quickly to demands, reduce energy consumption, and improve operational efficiency. By incorporating these technological advancements, Montage Enterprises ensures that our solutions remain at the forefront of innovation, providing our customers with superior performance, safety, and reliability.	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Montage Enterprises Inc. is deeply committed to environmental sustainability and has implemented a range of "green" initiatives to reduce our ecological footprint. Our efforts encompass: investing in three electric cars for our business operations and installed several charging stations at our facility, encouraging commuting via carpooling and cycling to reduce reliance on fossil fuels and lower our carbon emissions, implementing fixed recycling bins throughout our facility including a "cardboard only" dumpster and metal scrap bin, attending a quarterly community shredding event to reduce paper waste, encouraging paperless practices across all facets of our business such as emailing, online billing, and eradication of single-use materials. These initiatives reflect our commitment to being environmentally responsible and contribute to our ongoing efforts to enhance sustainability within our operations. While specific certifying agencies are not mentioned, our practices align with widely recognized principles of environmental stewardship and sustainability.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	While Montage Enterprises has not yet received third-party eco-labels or certifications specifically related to energy efficiency, life-cycle design, or other sustainability factors for the solutions included in this proposal, we are fully committed to advancing our environmental stewardship. We are actively pursuing opportunities to strengthen our sustainability credentials and are evaluating certifications such as ENERGY STAR for energy-efficient products, LEED for green building practices, and Cradle to Cradle for life-cycle impact. Internally, we have implemented initiatives to reduce our environmental footprint, including minimizing single-use plastics, integrating solar energy into our operations, and installing rainwater collection systems to support water conservation efforts. We recognize the value of third-party certification in validating our sustainability efforts and are dedicated to achieving these benchmarks as part of our broader strategy to deliver environmentally responsible solutions. Sustainability is a growing priority for our organization, and we are committed to continuous improvement in alignment with industry best practices and customer expectations.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Montage stands out as a 3rd generation, family-owned and operated business, offering the personalized attention of a small enterprise while being fully equipped to address diverse needs. Our commitment to excellence is evident in our team of highly trained and certified technicians, both in-house and through our dealer network, who are adept at servicing every solution we offer. We provide our customers with unparalleled support, enabling direct access to our certified technicians for troubleshooting via platforms like FaceTime, Zoom, and Teams. Additionally, when necessary, our clients can engage with our engineers for more complex inquiries. Our product line, particularly our flail mowers, showcases innovative engineering, such as the incorporation of a double float valve across all hydraulic operated models of equipment for enhanced control of the mower. This attribute enables the mower to adapt to the terrain, reducing unnecessary stress on the mower system and enhancing cutting quality and operator comfort, ultimately providing product longevity. The inherently balanced cutter shaft is a testament to our precision and quality. Our final quality check and ultimate quality assurance is the dime test. Customers often note that many competitors' equipment experiences significant vibration right from the factory floor. Since vibration can greatly diminish equipment lifespan, we strive to minimize or eliminate it. We conduct a test by placing a dime on our equipment for one minute while it operates under load, ensuring it doesn't fall off before leaving our facility. KUT-MOR Mower Systems feature a keyed front PTO shaft rather than a splined one, this design enhances the product's longevity. The inclusion of a rigid yet flexible elastic coupling in the front PTO shaft system helps accommodate normal wear and tear from usage in its operating environment. It is designed to be service-friendly, eliminating the need for new shafts —simply replace the worn components. We ensure that all necessary parts for equipment are stocked and available for same-day shipping, resulting in minimal downtime for equipment. This level of service is unmatched by any other supplier currently. These characteristics set our solutions apart in the industry, providing outstanding value and performance to Sourcewell participating entities.	*
46	Describe any safety features your equipment and products offer such as emergency or auto-shut off capability and roll-over protection systems (ROPS) or stability enhancements, slip resistant grips and surfaces, blade guards and throttle lockouts.	Our mowers are equipped with safety features like an emergency shut-off switch that instantly stops the mower's operation in critical situations, an ignition kill switch that provides immediate engine shutdown in the event of an emergency situation, a break-away system that pivots the mower arm of the machine away from obstructive inanimate objects to protect both the operator and equipment in the event of a collision, a mercury tilt switch that automatically shuts off the mower if it is raised or tilted beyond a safe, workable angle and guarded rotating parts that ensure all moving components are securely enclosed to prevent accidental contact and injuries. All machines are equipped with safety decals and an operator's manual.	
47	Describe any ergonomic features your products offer such as adjustable operator controls, suspension seats, vibration dampening systems, enhanced visibility cab designs, assistive mechanisms for lifting heavy components, and anti-glare interfaces to reduce eye strain.	Our mower systems incorporate ergonomic features ensuring a smooth and more comfortable operation like: tractor cab ergonomics with customizable adjustments like seat positioning, adjustable armrests, and user-friendly handles, allowing operators to tailor the environment to their comfort needs, vibration reduction to minimize vibrations through features such as a spiral beveled gearbox, a unique shaft balancing process, and precision shimmed bearings, mechanical 3-point hitch adjustment that provides ease of use and reducing physical strain during operation. Each of these features contribute to a more comfortable, efficient, and user-friendly experience for operators, reducing fatigue and enhancing overall productivity.	

48	Describe the serviceability of the products included in your proposal (parts availability, warranty, and technical support, etc.).	We offer a comprehensive range of mowing equipment and value-added options as outlined in our master agreement deliverables, tailored to meet the diverse needs of our clients. With over 40 years of experience in manufacturing and distribution, we maintain a proactive procurement department that forecasts products and materials regularly. Our 30,000 square-foot warehouse stocks all necessary parts for outfitting, ensuring they are readily available. This allows us to ship requested parts on the same day, minimizing customer downtime. Montage Enterprises offers a one-year limited warranty from the date of purchase, covering defects in materials and workmanship under normal use. If a defect is confirmed upon inspection at Montage's facility, the company will repair or replace the part(s) or reimburse the purchaser for reasonable costs incurred. This warranty does not cover damage from misuse, negligence, modifications, accidents, lack of maintenance, or wear-and-tear on consumable items (e.g., blades, tires, shields). Warranty claims must be submitted in writing within 30 days of discovering the issue and are only valid if the Registration and Warranty Form is submitted within 30 days of purchase. The purchaser is responsible for transporting the product to Montage for evaluation and covering any excessive labor costs. Liability is limited to the original purchase price, and Montage disclaims implied warranties such as merchantability or fitness for a particular purpose. All legal matters related to this warranty are governed under the laws of Warren County, New Jersey. Our technical support team provides attentive and knowledgeable assistance. During business hours (7:30 am to 5:30 pm EST), customers can expect a friendly voice to answer their calls. Key personnel are accessible seven days a week via email, text, phone, and FaceTime if needed. Additionally, our website offers further information and resources for review. Due to our proactive purchasing approach, we rarely face backlogs or supply chain issues. We offer reasonable lead times on our mowing equipment and keep end users informed with order status updates throughout the manufacturing process. We can service entire states through our company and an extensive dealer network, with no territorial constraints. Our ability to service our customers is enhanced by the use of phone, email, text, and video calls.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		(●) Yes ( ) No	Yes,Montage Enterprises Inc. is registered as an SBE	*
50		Minority Business Enterprise (MBE)	( ) Yes (●) No	No	*
51		Women Business Enterprise (WBE)	( ) Yes (●) No	No	*
52		Disabled-Owned Business Enterprise (DOBE)	( ) Yes (●) No	No	*
53		Veteran-Owned Business Enterprise (VBE)	( ) Yes (●) No	No	*
54		Service-Disabled Veteran-Owned Business (SDVOB)	( ) Yes (●) No	No	*
55		Small Business Enterprise (SBE)	(●) Yes ( ) No	Yes, Montage Enterprises Inc. is registered as an SBE	*
56		Small Disadvantaged Business (SDB)	( ) Yes (●) No	No	*
57		Women-Owned Small Business (WOSB)	( ) Yes (●) No	No	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
58	Describe your payment terms and accepted payment methods.	Our standard payment terms are NET 30, allowing customers 30 days to settle their invoices. However, we also cater to government agencies by offering extended terms of NET 45 and NET 90 when necessary. In terms of accepted payment methods, we accept all credit cards including P-cards and checks, ACH transfers and wire transfer, providing a convenient and secure way for our clients to complete their transactions.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	Montage Enterprises works with multiple third-party firms to handle our financing and leasing options.	*
60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	We propose utilizing our existing quote and sales order system. A standardized ordering template will also be issued to all Montage dealers, resellers, and partners in the event that a Sourcewell contract is awarded, accompanied by comprehensive training and support for all staff involved. In addition, our order form details each transaction, including product specifications, quantities, pricing, terms, shipping information, and for bids, the expiration date. Each participating entity will be assigned an internal Sourcewell price code that calculates and displays accurate Sourcewell pricing. We may also offer SLAs that define the anticipated service standards, such as response times and support availability, to guarantee customer satisfaction.	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Montage accepts P-card payments. There are no additional costs for Sourcewell participating entities when using this payment method.	*
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Montage utilizes a comprehensive pricing model, offering a List price with a specific discount available to Sourcewell members. All mowing equipment will be offered at 20% off the list price, and All Parts will be offered at 2.5% discount off MSRP through Sourcewell. Each item will have a specific Item/SKU number, to easily identify the correct product, description, and corresponding Sourecewell price. A Sourcewell specific quote sheet is provided for ease of ordering and can be found uploaded to the “Pricing” Document Upload Section of the Sourcewell Portal.	*
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Montage Enterprises offers 20% off Montage list price on products related to mower systems. A Sourcewell specific quote sheet is provided for ease of ordering and can be found uploaded to “Pricing” Document Upload Section of the Sourcewell Portal.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	Montage Enterprises offers a 2.5% volume discount on mower orders of 3 or more in the same order. This discount applies to both end-user customers and authorized dealers. Dealers are encouraged to pass this discount along to their customers, creating a consistent and competitive pricing structure across the distribution network. Additional discounts may be offered for exceptionally large orders on a case-by-case basis. These volume-based incentives are designed to support larger procurement needs while promoting long-term partnerships and cost-efficiency for Sourcewell participating entities. Specific discount eligibility may vary depending on the product type, order size, and fulfillment method, and will be clearly outlined at the time of quotation.	*
65	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Montage Enterprises is committed to providing a flexible procurement experience for Sourcewell participating entities. For sourced products or related services not covered under the awarded contract—commonly referred to as "open market" or "non-contracted" items—we propose supplying these items on a “cost plus a fixed percentage” basis or through a formal quote process, depending on the nature of the request. We will issue a detailed quote outlining item costs, sourcing timelines, and any applicable service charges. The markup, if any, will be minimal and fully transparent, allowing the purchasing entity to clearly evaluate the total cost. Our goal is to maintain the competitive pricing that is often mentioned in our customer feedback, even for items outside the contract scope.	*

66	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Montage Enterprises includes most ancillary costs—such as pre-delivery inspection, basic installation, equipment setup, and standard product training—within our submitted pricing. These services are considered part of our commitment to providing a complete and ready-to-use solution upon delivery. However, in certain cases where specialized services are required—such as complex custom installations, extensive on-site training, or aftermarket modifications—additional charges may apply. If such charges are applicable, they will be clearly itemized and disclosed in advance within the terms of the sales agreement. In cases where a dealer is involved, any dealer-imposed service fees will also be communicated transparently to the customer. Montage maintains close oversight of dealer practices to ensure pricing integrity and consistency across all transactions.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Our shipping terms are incoterms, ex-works or FOB NJ. Freight, shipping, and delivery costs may have additional charges depending on the destination and the type of equipment ordered. These costs are determined based on factors such as shipment size, weight, delivery method, and geographic location. When delivery is fulfilled through Montage Enterprises directly, freight charges will be calculated at the time of order based on the most efficient and cost-effective carrier options available. For orders fulfilled through our authorized dealer network, shipping and delivery logistics will depend on each dealership's individual capabilities, service areas, and preferred carriers. Montage Enterprises works in close coordination with our dealers to support accurate quoting, efficient scheduling, and timely fulfillment of all shipments. All freight and delivery charges, whether from Montage or through a dealer, will be clearly communicated to the Sourcewell participating entity prior to finalizing any order. This ensures full transparency, avoids unexpected costs, and enables participating members to make informed decisions regarding transportation and delivery arrangements.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Montage Enterprises offers flexible shipping (incoterms, ex-works or FOB NJ) and delivery options designed to accommodate the unique, logistical needs of customers in Alaska, Hawaii, Canada, or any offshore locations. When purchases are fulfilled through our authorized dealers, any associated freight or delivery fees will be determined by the dealer and communicated directly to the customer at the time of purchase. These fees may vary based on distance, equipment type, carrier availability, and delivery method. Customers also have the option to arrange for equipment pick-up at the dealer's location at no additional charge. We practice full transparency regarding shipping terms, estimated lead times, and available delivery options before finalizing the transaction. For customers in Canada or other international/offshore territories, all cross-border logistics, customs documentation, and import/export compliance requirements are managed per applicable laws and the customer's chosen shipping provider or dealer partner. In such cases, we are in frequent communication with the dealer and customer to avoid any disruption. Our sales and logistics teams are available to assist with freight quotes, shipping timelines, and delivery coordination internationally.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Montage does not have any notable unique distribution and/or delivery methods. We ship internationally and have not encountered any obstacles in shipping to any North American destinations.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Montage Enterprises maintains a dedicated team of auditors, responsible for monitoring and validating contract sales in alignment with our Sourcewell agreement. Our self-audit process includes regularly reviewing our internal processes, records and transactions against the contract requirements to ensure adherence and identify any potential issues proactively, ensuring that Sourcewell participating entities consistently receive accurate contract pricing. Sourcewell contract sales will be added to our monthly comprehensive contract sales report. Strong collaboration with our dealer network, supported by the Montage auditing team, ensures all partners have timely access to current, verified information essential for maintaining full compliance.	*

71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Montage Enterprises will utilize our CRM, “ACT!”, “SAGE”, and other systems to monitor four key performance indicators. Firstly, we will track our Contract Driven Sales Volume to assess the number and value of purchases made through the Sourcewell contract and evaluate market adoption and growth trends. Next, we intend to track our Lead Conversion Rate to assess the percentage of Sourcewell-related inquiries that result in quotes and finalized sales. Then, track the Customer Retention and Repeat Orders to evaluate how many Sourcewell purchasers return for additional products or services. Finally, we will track the Website and Digital Campaign Performance to monitor traffic to the Sourcewell landing page, click-through rates from digital ads, email engagement, and quote requests initiated online.	*
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Montage Enterprises proposes a 2.5% administrative fee payable to Sourcewell. This fee compensates Sourcewell for the support and services they provide and is applicable to all completed transactions with Participating Entities under this Agreement. The administrative fee will be calculated as a percentage of all transactions completed within the preceding Reporting Period as defined in the agreement.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Montage is offering a 20% discount off the list price on mower systems to Sourcewell participants. Additionally, we propose a 2.5% discount to Sourcewell participants who purchase 3 or more mowers.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *	
74	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Montage Enterprises offers a complete line of right-of-way roadside maintenance equipment, of our brand, Kut-Mor Mower Systems. Our line consists of quality Rear Flail Mowers (5 models with several offset variations), Wing Flail Mower Systems (Single Wings 3 models), (Dual Wing 3 models), Powerbase Units (4 different HP options), Boom Arm Systems (3 models), Boom Mower Heads (5 models), Stocked Replacement Parts, and Used Mowers. Rear Flail Mowers Rear flail mowers are available in sizes 62”, 74”, 88”, 96”, and 104”, with various offset options, our Rear Flail Mowers are designed to meet diverse customer needs. Montage Enterprises provides full range rear mowers that easily fit any standard 3-point hitch tractor. Each mower is equipped with a spiral beveled gearbox and includes a set of lift chain assemblies for precise articulation. At the time of purchase, customers can personalize their mowers by selecting their preferred cutting blades. Operators can adjust the cutting height in half-inch increments. All rear flail mowers include standard safety features and warranty. Wing Flail Mower Systems Single Wing and Dual Wing Flail Mower Systems are available in widths of 62”, 74”, and 88”. These wing mowers are mounted and pivot between the front and rear axles of the tractor. They are fully assembled, operational, and come in a variety of cutting swaths. The system is hydraulically operated and can be controlled from the tractor cab using handles or a joystick. The control valve's double float capabilities ensure ease of operation and extended durability. At the time of purchase, customers can personalize their mowers by selecting their preferred cutting blades. Operators can adjust the cutting height in half-inch increments. All wing flail mowers come with standard safety features and warranty. Tractor and Mower Combination This is our best-selling product, meeting the majority of our customers’ mowing requirements. It features fully operational hydraulic and electric systems, and fully bladed mowers. Each unit is fully assembled, installed, and mounted before sale,	

		ensuring it's ready for immediate use. Tractor and Mower Systems delivered directly from our facility come standard with safety features and a minimum 2-year Tractor warranty, and the Mower System is covered for 1 year. Mid–Mount Boom Mower System Montage provides a Mid-Mount Boom Mower System, a hydraulically operated mowing solution that offers diverse reach capabilities. This system is available in the following sizes: 18', 20', 22'. The Mid-Mount Boom Mower System allows operators to safely maneuver the mower head over roadside guardrails and access areas that are typically out of reach for rear or wing mowers. The distinct mower heads designed for these systems offer a variety of cutting solutions in a range of cutting widths from 2-1/2 to 8 inches to meet the needs of most customers. All Mid–Mount Boom Mower Systems include standard safety features and warranty. Parts and Pre-Owned Equipment With over four decades of expertise in manufacturing and distribution, we operate a proactive procurement department that consistently forecasts product and material needs. Our expansive 30,000 square-foot warehouse is fully stocked with all essential outfitting parts, ensuring they are available for prompt shipping from Monday to Friday. This enables us to dispatch the requested parts on the same day, reducing downtime for our customers. Additionally, customers can purchase parts from authorized dealers. Pre-owned mowing equipment may occasionally be available and is offered to Sourcewell entities as an additional value-added option. Kut-Mor Mower Systems right-of-way roadside maintenance equipment: Rear Flail Mowers -62", 74", 96", and 104" rear flail mowers with various offsets Wing Flail Mower Systems -62", 74", 88" single wing flail mower systems -62", 74", 88" dual wing flail mower systems Powerbase Units -75-110 Engine HP Powerbase Unit with Right Wing Flail Mower -75-110 Engine HP Powerbase Unit with Dual Wing Flail Mowers Boom Mowing Systems -85-110 Engine HP Powerbase Unit with18' Arm -85-110 Engine HP Powerbase Unit with 20' Arm -85-110 Engine HP Powerbase Unit with 22' Arm Mower Heads -Rotary Mower Head 50"and 60" -Grass Flail Head 62" -Axe Flail Head 48" -Mulcher Head 30" and 50" We collaborate with tractor companies such as New Holland, John Deere, Case, Massey Ferguson, and Deutz-Fahr. This partnership aims to provide turn-key tractor and mower products to customers at reasonable prices and we maintain a stock of these tractors to facilitate efficient delivery. Montage Enterprises provides a comprehensive range of right-of-way roadside maintenance equipment under our Kut-Mor Mower Systems brand. Our product line is meticulously designed and engineered to serve as a complete solution for roadside maintenance needs.	*
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Montage interprets this question as an opportunity to present additional equipment offerings that, while not specifically addressed in the defined RFP categories, are complementary to them and included in our comprehensive price book. In alignment with this interpretation, Montage's subcategories of solutions include Used Mowers, Used Mower Systems, and all replacement parts related to Mowing equipment.	*

Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
76	Flail, boom, rotary, wing, sickle, and slope mowers	(●) Yes ( ) No	We offer a full line of flail, boom, rotary and wing mowers of various sizes and capabilities.	*
77	Brush cutters	(●) Yes ( ) No	We offer a brush cutting product line that attaches to both tractors and skid steers.	*
78	Seeders, tillers, mulchers, and sprayers	(●) Yes ( ) No	We offer a mid-mounted boom arm mulching head that can be mounted on various pieces of equipment.	*
79	Erosion stabilization and prevention products	( ) Yes (●) No	We do not offer Erosion stabilization prevention products.	*
80	Ditch maintenance equipment	(●) Yes ( ) No	We offer several solutions incorporated in our mower systems used for ditch maintenance.	*
81	Dust abatement water trucks	( ) Yes (●) No	We do not offer dust abatement water trucks.	

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	( ) Yes (●) No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Montage_Sourcewell_pricing.zip - Tuesday March 25, 2025 15:06:57
- Financial Strength and Stability - Montage Enterprises Financials.pdf - Tuesday March 25, 2025 14:07:41
- Marketing Plan/Samples - Montage_Sourcewell_MarketingPlan.zip - Tuesday March 25, 2025 14:47:42
- WMBE/MBE/SBE or Related Certificates - SBECertificate.pdf - Tuesday March 25, 2025 13:53:35
- Standard Transaction Document Samples - Montage_Sourcewell_sampleTemplates.zip - Tuesday March 25, 2025 14:52:57
- Requested Exceptions (optional)
- Upload Additional Document - Sourcewell_Kut-Mor Mower_Systems_Quote.pdf - Tuesday March 25, 2025 15:58:45

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Montanya, Vice President, Montage Enterprises Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

Date:	06/12/2026
Prepared By:	Brandon Ballard, Roc-Pit Equipment 2N118 Pouley Rd Elburn, IL 60119
Requested By:	Dan Lancaste, Kane County DOT Fleet / Facilities

Equipment Information

Equipment Name / Model:	**Palma 720T** TCB125PUL GAEPRKOMP
Equipment Description:	23.49 ft Boom Mower with Telescopic Extension, 125 PSI TCB Cutting Head, Electronically Balanced Rotor, Heat Exchanger, Safety Lights, Electric Control Box PHM, 75 HP Kit Compressor
Part Number:	ERS99L002
Operating Weight:	3,153 LB
Sourcewell contract:	032525-MNT
MSRP:	$76,504.00
KDOT Sale Price:	**$70,504.00**

Technical Data – Palma Evo 720T

Arm Extension		23.49ft
Tractor/Truck Weight (Min)		11,023lb
Connection		3point Hitch Cat II
Dry Weight		1,653.45 lb
Cutting Head PSI		125 psi
Integrated Heat Exchanger		Yes
Compressor		75 HP Continuous Pressure
Electronically Balanced Rotor		Yes
Control Box		Joystick control w/ proportional hydraulic mirroring
Safety Lights		Yes

Included Options and Accessories:

- Palma 720T Boom Mower with Telescopic Extension
- 125HP TCB Cutting Head Equipped with Hammer 25 Blades
- Electronically Balanced Rotor
- 1000+ lbs of Hydraulic Oil pre-loaded
- Hydraulic Oil Heat Exchanger
- Heavy Duty 3-point hitch tie rods x 2
- Nitrogen Accumulator Impact Prevention Kit
- Electro-hydraulic joystick with hydraulic mirroring with 13 ft cord
- Safety Lights Yellow and Red with 12volt adapter
- Safety System Over-The-Center with SDS Ground Float Capabilities

Sales Pitch

We really appreciate the opportunity to partner with the Kane County DOT. Roc-Pit Equipment has secured an immediate, heavy duty Boom Mower tailored exactly to your department's safety needs and clearance requirements: the **PALMA 720T**.

That T in 720T represents a high-performance telescopic extension giving the Palma 720T an incredible 23.49ft reach. Precise joystick control and proportional hydraulic mirroring will give your operator incredible control to easily clear roadside obstacles from a safe distance. The Over-The-Center Safety System ensures the arm remains where you want it, with SDS Ground Float capability allowing the cutting head to float over the ground.

Equipped to withstand rigorous Kane County summer duty, this machine features an integrated hydraulic heat exchanger and packs a heavy duty 125psi TCB Cutting head equipped with Hammer 25 blades stacked on an electronically balanced rotor. That specialized flail rotor system is built tough to withstand the impacts from hidden obstacles while cutting through that thick Kane County brush and undergrowth.

We are proud to offer this machine right now at Roc-Pit Equipment in Elburn, Illinois. Come check out the **Palma 720T** and our entire line of flail mowers in our Showroom. Walk the Parts Department and Service Center and know we will be here to support our equipment and the Kane County DOT for years to come.

Warranty Information

All Maschio Gaspardo Equipment comes with a one-year warranty against all material defects starting from the date of delivery of the equipment.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-368

APPROVING PURCHASE OF ONE (1) 2025 VERMEER ML150VP 40HP TRACK MINI SKID FOR THE KANE COUNTY DIVISION OF TRANSPORTATION

WHEREAS, pursuant to Kane County Resolution No. 22-266, the County of Kane and Sourcewell entered into an Intergovernmental Agreement (IGA) to procure materials, services, supplies, equipment, construction and construction-related services; and

WHEREAS, bids have been solicited and received for one (1) 2025 Vermeer ML150VP 40HP Track Mini Skid (hereinafter the "Mini Skid") for the County's Division of Transportation; and

WHEREAS, Vermeer Midwest, 2801 Beverly Drive, Aurora, Illinois 60502, was the selected Vendor for the Mini Skid under the Sourcewell authorized cooperative agreement, at a total purchase price of Seventy-Five Thousand Thirty-One and 14/100 Dollars ($75,031.14).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the offer for said Loader from Vermeer Midwest in the amount of Seventy-Five Thousand Thirty-One and 14/100 Dollars ($75,031.14) is accepted and that the County of Kane purchase said Mini Skid from Vermeer Midwest payment therefor to be made from the Motor Fuel Local Option Fund #304, Line Item #70110 (Machinery and Equipment), and that the Kane County Board Chairman is authorized to execute any documents related to and necessary for this purchase.

Line Item: 304.520.524.70110
Line Item Description: Machinery and Equipment
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving the Purchase of One (1) 2025 Vermeer ML150VP 40HP Track Mini Skid for the Kane County Divison of Transportation

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Michael Way 630.406.7359

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $75,031.14
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

Description: 2025 Vermeer ML150VP 40HP Mini Skid

Vendor: Vermeer (Sourcewell Contract 010925-VRM)

Purchase price – Total $75,031.14

Comments: This Vermeer Mini Skid will be used in the maintenance Department of the Kane County Division of Transportation. The Mini Skid will also come with a stump cutting attachment, and will replace the current 2001 stump cutter.

This equipment is included in the FY26 Budget.

Staff recommends approval.

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MASTER AGREEMENT #RFP 010925
CATEGORY: Tree Maintenance Equipment, Attachments & Accessories
SUPPLIER: Vermeer Manufacturing Company dba Vermeer Corporation

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vermeer Manufacturing Company dba Vermeer Corporation, 1210 Vermeer Road East, Pella, IA 50219 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

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Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on February 24, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #010925 to Participating Entities. In Scope solutions include:

   a) Tree cutting, trimming and removal equipment;
   b) Automated, remote, or robotic tree maintenance equipment;
   c) Stump cutters and grinders;
   d) Brush and limb chippers;
   e) Portable tree and brush incineration equipment;
   f) Vehicle and equipment attachments designed primarily for the use of tree and vegetation management, including but not limited to grapples, chainsaw bars, tree jacks, drum mowers, and grinders

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

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i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

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certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

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administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

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remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and

Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
   - $1,500,000 each occurrence Bodily Injury and Property Damage
   - $1,500,000 Personal and Advertising Injury
   - $2,000,000 aggregate for products liability-completed operations
   - $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Vermeer Manufacturing Company dba Vermeer Corporation
Signed by: Jeremy Schwartz C0FD2A139D06489... By: _____ Jeremy Schwartz Title: Chief Procurement Officer Date: 2/27/2025 | 9:06 PM CST	DocuSigned by: Chad Tousey 04052E97E152483... By: _____ Chad Tousey Title: Corporate Account Manager Date: 2/27/2025 | 3:13 PM PST

RFP 010925 - Tree Maintenance Equipment, Attachments, and Accessories

Vendor Details

Company Name:	Vermeer Corporation
Does your company conduct business under any other name? If yes, please state:	?
Address:	1210 E Vermeer Road Pella, Iowa 50219
Contact:	Chad Tousey
Email:	ctousey@vermeer.com
Phone:	641-629-6903
Fax:	641-629-6903
HST#:	42-0663191

Submission Details

Created On:	Tuesday November 26, 2024 21:41:17
Submitted On:	Thursday January 09, 2025 14:11:04
Submitted By:	Chad Tousey
Email:	ctousey@vermeer.com
Transaction #:	0c066024-ae0b-45c8-bebb-00754b59a37b
Submitter's IP Address:	155.190.17.7

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Vermeer Manufacturing Company (dba Vermeer Corporation)	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	MV Solutions	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity ID: YDPEXR9BJCP6 CAGE: 11457	*
5	Provide your NAICS code applicable to Solutions proposed.	333112	
6	Proposer Physical Address:	1210 Vermeer Road East, Pella, IA 50219 U.S.A	*
7	Proposer website address (or addresses):	www.vermeer.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Chad Tousey Corporate Account Manager 1210 Vermeer Road East, Pella, Iowa 50219 ctousey@vermeer.com sourcewell@vermeer.com 641-629-6903	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chad Tousey Corporate Account Manager 1210 Vermeer Road East, Pella, Iowa 50219 ctousey@vermeer.com sourcewell@vermeer.com 641-629-6903	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Austin Ashbacher Corporate Account Sales Manager 1210 Vermeer Road East, Pella, Iowa 50219 aashbacher@vermeer.com 641-621-7522	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Since its inception in 1948, Vermeer Corporation has grown from a one-person Iowa operation, to an international organization that manufactures agricultural, construction, environmental, and industrial equipment. Vermeer Corporation has been in the industry since it was founded in Pella, Iowa, in 1948. Gary Vermeer once said, "Find a need. Fill that need with a product built to last. And simply build the best!" This is a guiding principle for Vermeer. Stemming from this philosophy, Vermeer provides its customers with equipment through a dedicated independent, authorized dealer network offering sales, support, service, and parts. Vermeer is committed to its vision of "Equipped To Do More." In the early years and shortly thereafter, Vermeer developed many "firsts" including the world's first large round hay baler, tree spade, and stump cutter. Now more than 7 decades later, Vermeer Corporation is still developing new products and is an industry market leader in brush chippers, tub and horizontal grinding equipment, composting equipment, trommel screens, trenchers, directional drills and mini skid steers. As a leading trencher equipment manufacturer, Vermeer trenching equipment has been utilized on road construction and mining projects, within the equipment rental industry, and various other job applications. Vermeer corporate offices and manufacturing facilities are in Pella, Iowa, U.S.A., and have 150 dealerships in the US and Canada. This includes 137 dealerships covering all the United States and 13 dealerships that cover all of Canada. The Vermeer philosophy strongly reflects the Company's character, which encompasses the solid foundation built from decisions made in the past and planning for the organization's present and future. Vermeer's 4P philosophy, Principles, People, Products and Profit, is at the forefront of Vermeer. These principles steer the hub for Vermeer. Now, Vermeer is recognized within our industry as the company that "sets" the standards for quality and customer support.	*
12	What are your company's expectations in the event of an award?	In the event the Sourcewell evaluation team determines that Vermeer is a company that can provide great value to its members and because we believe Sourcewell has its own unique attributes, we would continue our efforts in promoting the overall program. This would include continuing our efforts to design, enhance and build quality products that offers the most value over the life cycle of any given product. We plan to enhance our efforts to promote the Sourcewell program, which we feel also provides great value to any existing or potential member. Vermeer would continue to put a strong focus on training; utilizing Sourcewell's assets (web training, promotional literature, contract support and the new Marketplace) and our assets (internal training links, education of sales representatives on the street with the assistance of Government Solutions Team (GST), encouraging dealers to attend Sourcewell Sales Accelerators, Academies, Universities and promoting Sourcewell at trade shows where Vermeer is exhibiting.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	See Document: Financial Strength and Insurance	*
14	What is your US market share for the Solutions that you are proposing?	Brush Chippers: Greater than 35% Stump Cutters: Greater than 35% Compact Utility Loaders: Greater than 15% Articulated Compact Utility Loaders: Greater than 10%	*
15	What is your Canadian market share for the Solutions that you are proposing?	Brush Chippers: Greater than 35% Stump Cutters: Greater than 35% Compact Utility Loaders: Greater than 15% Articulated Compact Utility Loaders: Greater than 10%	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Vermeer Corporation is a manufacturer with production facilities in Pella, Iowa, and a wholly owned manufacturing subsidiary in Freeman, South Dakota. Vermeer products are sold, distributed, and supported by an independent, dedicated and authorized dealer network, a true extension of Vermeer's ideals and sales efforts. Vermeer's dealers are dedicated to Vermeer's full Product Line. This contrasts with most dealerships in our industry which represent multiple products from multiple manufacturers. Having "dedicated" dealerships provides greater benefits to the end users and to the members of Sourcewell. Each Dealer has multiple field sales personnel and technicians that specialize in this complicated machinery industry. Each dealer provides complete parts and service capabilities for all Vermeer equipment they sell. Each Dealership maintains an inventory of various units that are ready for delivery allowing for shorter delivery times. This is extremely beneficial when immediate needs arise, such as storm cleanup. The sales and service specialists are trained by Vermeer annually and network with each other, so all operate as one group, providing consistent value to our customers and Sourcewell members. The entire Vermeer dealership network has a limited number of independent principal owners and works directly with Vermeer Corporation. Vermeer Corporation's collaboration with their dealer network creates a relationship of professionalism and shared values.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Vermeer holds a certificate of existence to do business in the state of Iowa, along with certificate of insurance. See Document: Financial Strength and Insurance	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	January 2020 – January 2025 • Vermeer Recognized as a Gold Association of Equipment Manufacturers (AEM) Advocacy Award (2024) • VTX-600 - Top 20 Coolest Things Made in South Carolina (2024) • Mary Andringa Inducted Into HDD Hall of Fame (2024) • ZR5-1200 - Coolest Things Made in Iowa (2024) • The Vermeer VX75 vacuum excavator earns a spot in Equipment Today's Top 50 New Products (2024) • Prometheus Award Winner – UX/CS Achievement of the Year (2024) • Electrex Innovator of the Year: Collin Johnson (2024) • ENOVIA Champions Excellence Award Recipient: Nick Martens (2024) • Telly Awards for Vermeer Visual Content Studio (2024) • Forbes Top Mid-Size Employer (2022,2023) • Named Best Place to Work (250+ employees) and Best Supporter of Community Projects (250+ employees) in the Best of Red Rock Awards (2018, 2019, 2020, 2021, 2022) • Investments Eddy Awards (2021) • Equipment Dealer's Association Dealer Choice Award (2019, 2020) • Des Moines Register's Top 100 Workplaces in Iowa (2021, 2022) • Chair Emeritus Mary Andringa was Iowa Business Record's Women of Influence honoree (2020) • Chair Emeritus Mary Andringa receives the National Association of Women Business Owners Iowa Legacy Award and inducted into NAWBO Hall of Fame • Chair Emeritus Mary Andringa commissioned as Honorary Iowa Colonel of the Militia for contribution to community service • Third-Generation Shareholder Mindi Vanden Bosch receives the Red Rock Area Top 10 Young Professionals Award • Vermeer Corporation awarded 2021 Trade & Industry Magazine's CiCi (Corporate Investment/Corporation Impact Award in the Community Impact category for work following tornado • Red Rock Area Top 10 Under 40 Seth Williams (2020) • Vermeer security team members along with local first responders were honored with the American Heart Association's HeartSaver Hero Award for saving the life of Product Specialist II Kyle Newendorp (2020)	*
21	What percentage of your sales are to the governmental sector in the past three years?	2022: 4.7% 2023: 5.1% 2024: 5.8%	*
22	What percentage of your sales are to the education sector in the past three years?	2022: 1.2% 2023: 1.5% 2024: 1.8%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	State of Delaware (Adopted in 2024) $0 State of Iowa: $100K	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Scottsdale	Josh Dukelow	480-312-5715	*
City of San Diego	Ralph Monroy	619-527-7577	*
City of Roseville	Tiffany Valdez	916-746-1109	*
City of Glendale	Connie Schneider	623-930-2868	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Factory product specialists and our dealership network consists over 500 sales reps in the United States and Canada. Vermeer and its dealers can sell and support our products across all of North America, Hawaii and the Caribbean. This entire group focuses on Vermeer products such as the Tree Maintenance equipment included in this RFP and overall customer support.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Vermeer has 137 dealership locations in the United States, 13 dealership locations in Canada, each with numerous salespeople. With this dealership group, we can sell and support Vermeer's entire product line and our customers throughout all North America and Hawaii. The entire group in North America focuses their efforts on Vermeer products such as those included in this RFP and overall customer support. Between Vermeer Corporation and the Vermeer dealership network we have a sales force of over 500 individuals in the United States and Canada. See Document: Ability to Sell and Deliver Service-Warranty	*
28	Service force.	Vermeer Corporation has 75 factory service technicians and product specialists that work directly with customers and with our dealership network. Between this group of individuals and our dealership network of over 700 service technicians in the United States and Canada, we can service and support our products across the globe. This entire group focuses their efforts on Vermeer products and related services such as those included in this RFP. Additionally, each of these dealerships have multiple equipped service trucks that allow us to provide support and service for our products and customers in the field or at the Sourcewell member's facilities.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Since Vermeer relies on its network of authorized independent dealers to work closely with Sourcewell members to execute the terms of this agreement, Vermeer wishes to clarify that it may assign to those dealers certain of Vermeer's obligations under this agreement and/or engage those dealers as subcontractors to fulfill the same. Vermeer acknowledges and agrees that it will remain fully responsible for the performance of its authorized dealers with respect to all obligations assigned or subcontracted hereunder." Vermeer Corporation will utilize a Business-to-Government order process and funds flow. The Process Flow for Sourcewell orders will be structured to minimize the impact for both the sales team and our customers as indicated below: Customer contacts the local dealer or factory for Sourcewell for a contract purchase Determine if local agency is Sourcewell member If member – proceed If not a current member – assist agency with online membership application Dealer determines product specifications and supplies quote Pricing – percentage discount from catalog pricing Develop quote with: Machine pricing Freight Quote presented to local agency. Accepted – proceed to order process. Denied – Dealer does not proceed, seeks possible assistance from Vermeer Corporate & Sourcewell Dealer will use machine from current inventory or places an order and delivers when available.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	All Vermeer personnel are trained, in their respective roles, so they can offer the best services and ultimately, the most value to our customers. Customers often tell us our exceptional service and on-going support is one thing that differentiates us in the industries we serve. Vermeer construction equipment parts have stood the test of time on work sites throughout the world. Serious contractors choose Vermeer tooling and accessories for good reason: Using quality Vermeer tooling helps increase production,job completion and efficiencies. Vermeer parts are backed by a proven distribution and service network. Vermeer is committed to building reliable equipment and backing it with an exclusive, worldwide network of knowledgeable service personnel. Vermeer dealer service technicians can participate in: Vermeer University training programs — an industry leading, field-proven educational training program Any Sourcewell member or customer can contact any Vermeer dealership for warranty, service or support Typically, a service representative is available at the point of contact to discuss a service concern or issue. Response times to begin service work can vary depending on seasons and daily workload, but often service work itself can be done within hours or shortly thereafter. Vermeer equipment parts are readily available to meet your service needs. To benefit our customers, each of our dealerships has a wide array of parts in stock around North America and the world. Vermeer equipment parts and accessories are precision engineered and manufactured to exacting tolerances to provide rugged, longer-lasting service in the field. Since 1948, our product support service teams have provided a level of experience and expertise that goes far beyond product knowledge, sales training and financing programs. Vermeer is the only utility equipment manufacturer that backs its products with an exclusive worldwide dealer organization. Vermeer service technicians are a group of dedicated experts who believe in lasting relationships and take the time to understand your working conditions and stand ready to provide service, parts or equipment maintenance on your job site, your facilities or at our dealerships. Vermeer is recognized as having one of the industry's best response times and overall product support.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Vermeer is honored to have held a NJPA/Sourcewell contract since 2009. In the event of an award through this RFP, Vermeer will continue to eagerly place priority on serving and selling our quality Tree Maintenance products to the Sourcewell membership in the United States and Canada.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Vermeer has a very robust dealer presence throughout Canada. Through our dealers, Vermeer is capable and willing to provide products to all Sourcewell participating entities in Canada. Vermeer continues to see an increase in Canoe opportunities through our Sourcewell contracts and have put an emphasis on dealer training. We look forward to continuing this growth in Canada through Canoe with all of Vermeer's Sourcewell contracts.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Vermeer is capable of serving all geographic areas in the United States and Canada. See Document: Ability to Sell and Deliver Service-Warranty	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	None	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	With store locations in both Anchorage, Alaska and Waipahu, Hawaii (just outside Honolulu), Vermeer Manufacturing Company is ready to serve the needs of customers working in these locations. Additionally, a store is in San Juan, Puerto Rico and the remainder of the Caribbean US Territories are easily supported via our Vermeer Industrial Dealer in Boynton Beach, Florida. The island of Guam is served via our Industrial Dealer that headquarters in Singapore but regularly does business on the island.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	

37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Vermeer's priority for marketing this contract will be to enable and empower our dealer sales force through education and awareness. Our dealers will be the primary source to build customers' awareness of this Sourcewell contract and procurement method. We have dedicated training programs and support efforts in place to continually improve our dealers' understanding, embracement, and success of our Sourcewell contracts. Digital marketing is also a priority for Vermeer. Since 2016, Vermeer has proudly included a section within our website dedicated to describing the benefits of (NJPA) Sourcewell, cooperative purchasing and promoting Vermeer's inclusion in the Sourcewell family of awarded vendors. We reference resources directly from Sourcewell to support this content, including the "The Sourcewell Advantage" video to quickly describe the benefits and to build awareness and comfort for the viewers. Additional digital marketing efforts include adding details of the benefits of utilizing Sourcewell into our geotargeting tactics. This gives us the ability to direct advertising on individual electronic devices (advertising you see on Facebook, Google, etc.) based on the location of the electronic device. An example of current geotarget locations include the 20 miles around specific dealerships. When someone comes within those 20 miles they will begin seeing Vermeer advertising on their cell phone. The advertising produced in the geotargeting marketing tactic will direct viewers back to the dedicated Sourcewell landing page on Vermeer.com. In developing the page content for Vermeer.com, we utilized strategic keywords based on common terminology around the cooperative buying process. By including this in our page copy, it will help to capture the audience searching for cooperative buying solutions on equipment buying and drive that search traffic to this page. https://www.vermeer.com/na/equipment/financing/government-solutions In addition to the dedicated page currently on Vermeer.com for Sourcewell information, Vermeer includes information on each specific product page for applicable models to direct customers back to the Sourcewell page on Vermeer.com. This will increase awareness of not only Sourcewell, but let customers know during their research phase that the model can be purchased through a Sourcewell contract. See Document: Marketing	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	As mentioned above, we have a significant Sourcewell presence on Vermeer.com and will continually monitor our effectiveness in driving traffic to our pages through search engine optimization (SEO). Our internal digital marketing team is continually increasing our search engine marketing efforts, and will begin adding more Sourcewell and public sector cooperative purchasing terms into our ad sets moving forward to further increase awareness. In addition, we will also use our primary social channels (Vermeer Environmental Facebook page with over 60,000 followers, Vermeer Industrial Instagram page with over 20,000 followers) to further drive awareness of our Sourcewell contract. We will continue to share customer's stories highlighting those customers that have utilized Sourcewell contracts to purchase their Vermeer equipment. We are also actively working on better aligning with our sales team to be alerted of products purchased through the Sourcewell contract so we can look for more opportunities to share more stories throughout the year. Within our blogs, we can tag these customer stories with Sourcewell terminology to make it easier to search for and raise awareness; then link to these stories to our informational page on Vermeer.com enhance credibility. As an example, Vermeer featured a customer story on our blog and shared to our Facebook page about the purchase of a horizontal grinder using a formerly NJPA, now Sourcewell contract. This post reached over 12,000 people, received over 130 likes and was shared 17 times. As we continue to hear of customers who take advantage of the Sourcewell opportunity with Vermeer, we will continue to endorse those stories on our social channels and utilize them as testimonials to the value of purchasing Vermeer equipment through Sourcewell.	*

39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Vermeer views Sourcewell as the industry leader within the Cooperative Purchasing industry, which is the role we desire Sourcewell to maintain. We look to Sourcewell to continue to build awareness and acceptance among public procurement professionals, and we appreciate the tradeshow presence that Sourcewell has been committed to providing. We also look to Sourcewell to keep the vendor community informed on pending legislation, as well as any legal challenges relating to cooperative purchasing across US and Canada. The information provided on sourcewell-mn.gov is a helpful resource for both members and vendors, and to promote our contract and display current information on a Vermeer landing page. The contract administrator and contract administration specialist roles at Sourcewell are invaluable to the vendor from the Contract Launch and VBM to the report requests and weekly membership updates. We look to the contract administrator for assistance when we need government-to-government conversations, additional training whether it be a University, Sales Accelerator event or a vendor training event. In additional to all the support provided through trade shows and overall passion for Sourcewell, Vermeer will do its part through utilizing these great people resources and building upon existing relationships. We will promote the services that they provide to our dealership network. We will utilize the Sourcewell marketing materials at applicable trade shows. At Vermeer, our Sourcewell contracts are placed as our main go-to-market strategy in the public sector. We have integrated Sourcewell into our company culture and continue to invest in training and support resources available to and for our dealers. Along with a dedicated internal governmental department, Vermeer has partnered with GST - Government Solutions Team, LLC as an additional support resource. GST specializes in providing factory sponsored, focused efforts to increase dealers' confidence and competency related to Sourcewell, and travels out in territories to encourage and mentor salespeople and governmental fleet customers about Sourcewell. GST helps support and creates partnerships our dealers. This also includes helping overcome customers' objections to using Sourcewell as a buying method. Our investment in GST is another example of Vermeer's commitment to doing all we can to make our Sourcewell contracts successful.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Vermeer continues to explore the feasibility of implementing an E-procurement and E-Marketplace system.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Vermeer provides product training for operation and maintenance on our entire product line. The training is standard and is included with each new product delivered. Local dealers will conduct overview sessions or one on one reviews with operators. New product introductions and training programs are performed on a regular basis, for both existing and prospective customers. Offering localized ongoing training and support is another benefit of having long term dedicated dealers and specialists throughout the United States and Canada.	*
42	Describe any technological advances that your proposed Solutions offer.	Vermeer is considered to be the innovator within the industry creating newer, more efficient products. We are continuously developing environmental and economic features in our products. Each product has its own features and benefits. Life cycle costs and safety are the key drivers used during the engineering and enhancement of all our products. Vermeer has designed many safety features into our products and makes them standard, not optional, features in all our products. The Vermeer website provides extensive product information and can be cross referenced by equipment type, i.e., construction or environmental and by industry like Tree Maintenance. This provides the members with information that is specific to their application and helps make the purchasing decision more efficient. A local Vermeer dealer can be located using the 'Dealer Locator" feature on www.verrmer.com.	*

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Energy Reduction and Waste Management in ingrained in the Vermeer culture and processes. An 870kW solar field was installed and in operation in 2016 which will provide approximately 5% of Vermeer’s total electrical usage. Lighting technology has been upgraded in several locations to energy efficient LEDs as well as motion sensors and variable lighting depending on the time of day and natural light. Resource Conservation is achieved in three ways, Reduction, Reuse and Recycling. Multiple resource conservation initiatives have been implemented both internally and externally to positively impact each of these conservation mechanisms. At least 76% of Vermeer’s waste is recycled. About 3000 pounds of organic waste is composted every month. Since a 2006 baseline year, Vermeer has reduced water usage by 40 percent. Pollution Prevention – Vermeer has implemented multiple layers of pollution prevention mechanisms across our campus to minimize risk of environmental pollution from our operations. Recent additions include: Our manufacturing and assembly factories have been upgraded with state-of-the-art steel cutting laser equipment and emission filtration devices which have resulted in a 42 percent decrease in particulate air emissions. All shot blasting of parts and machines is done in an enclosed area and controlled with pollution control equipment. Vermeer utilizes LEAN manufacturing principles and promotes Kaizen training and events to reduce waste and build efficiencies in the manufacturing process. Community Outreach – is the very essence of what environmental stewardship is about. Examples of Vermeer’s Community outreach efforts include annual waste collection days during Earth Day for the local community. Environmental education grants Environmental Educational Tours and Programs (Teachers / Students / Community) Support volunteerism for disaster clean-up and recovery efforts Environmental Internships Partnerships with colleges for technical educational programs that benefit the environment. Product Innovation Vermeer is driven to support our customers, local communities, and global nations, with exciting new products that enable them to be successful in the current and newly emerging recycling and resource conservation markets such as: Bio-waste conversion to energy and ethanol Geothermal applications Wind energy Water quality Waste processing and composting Vermeer products are currently being used to install and maintain emerging alternative energy sources which reduce our reliance on fossil fuel power. The Vermeer line of organic recycling equipment – including whole tree chippers, horizontal and tub grinders, and compost tuners – process organic waste quickly and efficiently, so that it can be turned into useful end product, and our utility installation products help bring energy sources to the grid. Whole tree chippers and horizontal and tub grinders are being used to process wood waste into biomass for power generation facilities. From soil amendment to erosion control, compost is utilized in a variety of applications and plays an important role in today’s world. Vermeer compost turners introduce oxygen into the compost pile, helping speed the decomposition process. Horizontal directional drills are being used to help install loops for residential geothermal heat pump systems, while trenchers and directional drills are helping to bring wind energy from the farm to the grid. For the installation of commercial solar fields, Vermeer offers a solution. in the PD10 pile driver for fast, easy installation of solar panels. Innovations in Vermeer products help reduce environmental impact. EcoIdleTM engine control system on select brush chippers on this RFP monitor engine inactivity to help reduce fuel consumption and noise. Vermeer puts environmental stewardship into the design and manufacturing of its products. Some recycled steel is being used in our products, and we’re exploring ways to integrate more recycled plastics and rubber components. Vermeer has also made a conscious effort to begin incorporating engine hoods and shields made from recycled ABS plastic into some of our product designs. In addition, our manufacturing and assembly factories have been upgraded with state-of-the-art steel cutting laser equipment and emission filtration devices which have resulted in a 42 percent decrease in particulate air emissions. Future Goals – Our continued efforts to minimize waste and conserve natural resources will ensure our operations remain environmentally sustainable. The focus will be: Continue to focus on energy improvements to meet or exceed our 25% goal for reduction in electrical usage. Complete a water usage analysis and set new goals for reductions and reuse. Develop a longer-term sustainability process by reviewing and selecting a sustainability partner or tool to help plan and drive our next steps.	*

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Small Spark Ignition (SSI) gasoline engines require EPA certification for evaporative emissions (unburned hydrocarbons – which is the loss of unburned gasoline vapor). SSI engines used by Vermeer are spark ignited engines of ≤19kW (25hp) or ≤30kW (40hp) if the engine displacement is <1000cc and EPA designated as Class II (non-handheld engine of ≥225cc displacement). Evaporative emissions certification does not apply to SSI engines using gaseous fuels such as Propane, Natural Gas, Hydrogen, etc., strictly gasoline only. This SSI option is included on the following models in this RFP: SC292 SC30TX SC362 SC382 BC700XL BC900XL	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Vermeer Corporation celebrates 7 decades of manufacturing. From modest beginnings, quality product innovations and demand has allowed the company to expand offering in more than 60 countries. Our full line is considered the innovator of quality products and safety within the industry. The reputation of the Vermeer brand allows for typically higher resale of used equipment bringing more value to the governmental agency. Vermeer's product support is among the best in the industry, enabling the equipment investment to last longer, again adding value. Vermeer implements a training program for customers helping to maintain a safe work environment for the operators. Vermeer is the only supplier that can offer such a wide variety of equipment	*
46	Describe any safety features your equipment and products offer such as emergency or auto-shut off capability, impact-resistant helmets, chainsaw breaks and chain catchers, blade guards, safety shields, heat-resistant and abrasion resistant ropes, emergency descent and rescue equipment, cut resistant gloves or clothing, etc.	Vermeer places a strong emphasis on safety across all its operations and products including the equipment offered in this RFP. Vermeer brush chippers come with several safety features and guidelines to ensure safe operation. Vermeer brush chippers are equipped with a bottom feed stop bar; a crucial safety feature designed to enhance operator safety while feeding material into the chipper. This bar is strategically located at the front of the feed table, allowing operators to shut off the feed mechanism if necessary. When the bottom feed stop bar is triggered, it stops only the feed roller, not the drum. he sensitivity settings of the stop bar can be adjusted to minimize unintended stops caused by material striking the bar. The Brush Chipper Safety Messages document outlines various warnings and precautions, such as reading the operator's manual and safety signs, wearing personal protective equipment (PPE), keeping spectators away, and being cautious of engine exhaust and pressurized fluids. Additionally, the Brush Chipper SEC (Safety Engineering Considerations) document provides guidance on the design, development, and enhancement processes of Vermeer brush chippers to ensure they meet safety standards. Vermeer stump cutters come with several safety features and guidelines to ensure safe operation. Enhancement processes of Vermeer stump cutters ensure they meet safety standards. The cutter wheel joystick has operator presence which prevents the machine from running unless a hand is present on the joystick. If the joystick is not being held, the cutter wheel will shutoff to prevent the operator from getting to it while in operation. Vermeer has produced several operation and safety videos for their stump cutters. These videos cover topics such as transporting and setting up the cutter, using proper PPE, and maintaining the cutting system. Vermeer compact utility loaders come with several safety features and guidelines to ensure safe operation. The operator presence does not allow the loader to operate if no one is physically active on the machine. Vermeer recommends safety measures, such as wearing eye protection, safety hard hats, safety shoes, hearing protection, and high-visibility clothing if working near traffic. It also emphasizes the importance of not wearing wristwatches or any jewelry, wearing gloves when handling hydraulic hoses and quick connects, and ensuring close-fitting clothing and confined long hair. Vermeer has produced several operation and safety videos for their articulated loaders. These videos cover topics such as transporting and setting up the loader, using proper personal protective equipment (PPE), and maintaining the machine. Additionally, it's important to follow the do's and don'ts for safely operating articulated loaders, such as being aware of power lines and underground utilities and using common sense by reading and understanding the manual and safety procedures.	

47	Describe any ergonomic features your products offer such as anti-vibration systems, balanced equipment design, rotating and adjustable seats, energy absorbent lanyards and harnesses, soft-grip and adjustable handles, back support padding, auto-tensioning systems, etc.	Vermeer Brush Chippers have the operator controls placed in an ergonomic position, so the operator is not having to bend over to use the machine. Larger chippers can also be operated with a remote control. Compact Loaders have “springier” platform that came out a couple of years ago. This allows comfort for the operator, especially if they must get on and off the loader consistently. If the operator is limited to the machine, the seat and optional cab of the articulated loaders is recommended. Vermeer’s larger stump cutters give the user an option to either work at the machine or with a remote. This limits them from having to always be in touch with the machine to operate.	
48	Describe the serviceability of the products included in your proposal (parts availability, warranty, and technical support, etc.).	Vermeer has a world class parts center based in Pella, Iowa that capable of shipping and expediting parts to all dealers when needed. Also, the dealer's stock a large selection of parts that can be shipped or delivered as needed to Sourcewell members. Vermeer has a standard warranty that comes with every machine along with the option to purchase an extended warranty and service plan to be managed and implemented between the dealership and member. Vermeer Telematics is an online tool that tracks machine productivity and manages jobsites. It enables fleet or operations managers to access real-time data about the GPS location, productivity (including idle times and fuel consumption), and maintenance requirements of their Vermeer equipment. The system sends alerts when a machine operates outside its expected GPS location and notifications for planned maintenance or service needs. Additionally, Vermeer Telematics records both machine idle times and estimated fuel consumption to help manage operating costs. See Attachment: Ability to Sell and Deliver Service-Warranty	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		(●) Yes ( ) No	Vermeer has a business partner who is certified HUBZone and Small Business. With this program federal agencies can purchase and be compliant with the set aside parameters.	*
50		Minority Business Enterprise (MBE)	( ) Yes (●) No	None	*
51		Women Business Enterprise (WBE)	( ) Yes (●) No	None	*
52		Disabled-Owned Business Enterprise (DOBE)	( ) Yes (●) No	None	*
53		Veteran-Owned Business Enterprise (VBE)	( ) Yes (●) No	None	*
54		Service-Disabled Veteran-Owned Business (SDVOB)	( ) Yes (●) No	None	*
55		Small Business Enterprise (SBE)	(●) Yes ( ) No	Small Business Partner	*
56		Small Disadvantaged Business (SDB)	( ) Yes (●) No	None	*
57		Women-Owned Small Business (WOSB)	( ) Yes (●) No	None	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
58	Describe your payment terms and accepted payment methods.	Payment Terms are Net30. Cash, Credit, Financing and Leasing are available.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	A variety of leasing programs are available. This includes municipal leases as well as leases with different purchase options at the end of the term. Purchase Options using predetermined or fair market values can be used to customize payments to a member's budget and capital availability. Rates and terms can vary and be tailored to the members needs and qualifications.	*
60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Transaction documents will vary by dealer location, but typically a signed sales order and/or purchase order is acceptable.	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Since Vermeer dealers will be receiving payments directly from members, P-card procurement will be at their discretion and may vary from dealer to dealer.	*
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Vermeer offers Sourcewell members a discount up to 14% for the offering in the Tree Maintenance Equipment, Attachments, and accessories. There is a pricing list included with the RFP that incorporates the appropriate and stated discount for each unit and options for each model. The price list utilizes model numbers and sales codes rather than SKU numbers. In order to determine total price, the Vermeer dealer will utilize the discounted amount on the price list and provide freight and prep depending on the model. We will continue to work with Sourcewell to refine this method if needed. See document: Pricing	*
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing is a percentage discount from list price ranging from 7% to 14% on equipment.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealership network has the authority to consider volume discounts, member loyalty and may offer additional discounts at their discretion. Please contact the appropriate Vermeer Dealer or the Vermeer Corporate Accounts Department to discuss.	*
65	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced Goods or Open Market Items are available to members through Vermeer dealers. The pricing for the goods and services will be based on fair market value and determined between the customer and dealer. These products should be complimentary to the Vermer equipment included in the Sourcewell purchase. These sourced or open item purchases will not be included on the Sourcewell sales reports.	*

66	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Equipment Parts- Vermeer Corporation at 1210 Vermeer Road East in Pella, Iowa is the sole source manufacturer of Vermeer Genuine Parts. The Vermeer dealership network is the sole source distributor for genuine Vermeer parts that are recommended for use on all equipment. The pricing should not exceed the suggested list price. There are some specific local and state taxes that might be included in the acquisition price from the dealer. Few examples are the following: RDO Pacific in Oregon has a state privilege tax of 0.5% on all towable equipment. RDO Vermeer Pacific in California, which is part of the Vermeer dealership network includes the following additional charges: CARB registration fee for any unit with a 50 hp engine and over. CARB is California Air Resources Board. This is government mandated. The dealership begins the registration process as soon as they can because the machine must sit until the registration process is complete or there is risk of being issued a citation. Tire tax of $1.75 per tire. This is required for anything with tires. Registration fee for units that must be licensed and plated. This is done as a courtesy to the customer. If a customer prefers to take responsibility for this on their own, then the dealer does not charge a registration fee. While Vermeer historically implements any price increases on an annual basis, volatility or changes in the procurement market like we experienced post-COVID can impact this schedule. A quote could include a pending or upcoming price increase if the machine is anticipated to be delivered after the increase is implemented as these costs are absorbed by our dealer network. These increases are capped at 4% per quarter and cannot be implemented more than 4 times in a 12-month period. This is consistent and included with our current contracts.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	The freight cost for each piece of equipment is determined by the dealer based on the equipment size and distance from the manufacturing location. The member's final price should be determined by using the contract price of the equipment and dealer freight and prep. The freight and prep. This amount should be itemized separately and does not qualify for the model discount.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have Vermeer dealerships covering Alaska, Hawaii, and Canada. The Vermeer dealer works with Vermeer Corporation's logistics team to ship the product from the manufacturing plant to their location. The dealer then preps and delivers the equipment to the customer.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Due to the nature of our product and business model, Vermeer is set up to distribute and deliver through the Vermeer dealership network. The service, longevity, and expertise of this dealership network along with the relationship with Vermeer Corporation is what makes it a unique distribution channel.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Each dealer can qualify for funding from Vermeer Corporation for products sold and delivered to Sourcewell members. To receive this funding the dealer must submit paperwork to the Vermeer Corporate Accounts Department, stating the Sourcewell program was utilized and who was the purchasing member. This paperwork along with submitted equipment registration is used as an accounting tool and in our audit process. Vermeer Corporation provides current contract pricing and instructions on our internal dealer website and schedules training sessions, allowing Vermeer to educate the Vermeer Dealers in the proper use and promotion of the Sourcewell program. The dealer submissions are reviewed on a monthly basis and reported to Sourcewell along with the administrative fee.	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Vermeer has a 15-year sales history with NJPA/Sourcewell, showing consecutive year-over-year growth. We assess our success by comparing it to the previous year's growth and tracking dealer engagement through quotes, sales, and training. Additionally, we use internal metrics to monitor purchases via Sourcewell or the bid process, helping us evaluate the effectiveness of our contract purchasing focus.	*

72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Vermeer Corporation proposes a 0.75% administrative fee to Sourcewell on monthly equipment sales. This aligns with our other contracts, and Vermeer will cover the entire fee without requiring dealers to contribute.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing is better than if the member did not utilize a contract for purchasing or went to bid.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *	
74	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Brush Chippers- Vermeer brush chippers are highly valued by municipalities, arborists, contractors, and tree care crews for their ability to efficiently clear wood debris and logs or limbs with small to medium diameters. They are built with exclusive features that promote easy operation, high efficiency, and operator safety. The SmartFeed feed-sensing control enhances productivity by optimizing efficient hardwood processing, while the Ecoldle™ engine control system saves fuel and reduces noise by automatically reducing engine speed after periods of inactivity. Stump Cutters- Vermeer stump cutters are known for their power, agility, and toughness, making them suitable for almost any tree stump removal project. They come with a range of horsepower options, from 25 to 115 hp (18.6-85.8 kW), and feature the exclusive AutoSweep® system, which sweeps away tree stumps one pass after another. Vermeer stump cutters are designed to provide faster, easier serviceability, and extended tooth life. They also have models with tracks that provide low ground bearing pressure, reducing the possibility of turf damage. Compact Utility Loaders- Vermeer mini skid steers, designed for professional landscapers and tree care contractors, fit into tight spaces and are lightweight. They feature a universal mounting plate for quick attachment hookup and offer a variety of attachments. With an operating capacity from 500 lb to 1600 lb (226.8 kg to 725.7 kg) and industry-leading safety features, these skid steers easily maneuver around tough worksites, reducing workloads efficiently. Articulated Utility Loaders- Vermeer offers a range of compact articulated loader models designed for diverse applications, such as tree care and landscaping. Articulated loaders are recognized for their exceptional maneuverability, efficient material handling capabilities, and minimal turf disruption. These features make them an excellent solution for addressing labor challenges at the job site. The ATX720 model is equipped with manual valves and switches to ensure straightforward operation, while the ATX530 model features an electric over hydraulic joystick for precise control.	*
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	None	*

Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
76	Tree cutting, trimming and removal equipment	(•) Yes ( ) No	Compact and Articulated Loaders ranging from 25hp - 57hp	*
77	Automated, remote, or robotic tree maintenance equipment	(•) Yes ( ) No	Remote options available on some Brush Chippers and Stump Cutters models	*
78	Stump cutters and grinders	(•) Yes ( ) No	Models ranging from 25hp - 115hp	*
79	Brush and limb chippers	(•) Yes ( ) No	Brush Chippers ranging from 25hp - 275hp	*
80	Portable tree and brush incineration equipment	( ) Yes (•) No	Vermeer does not supply incineration equipment, but brush chippers turn limbs and logs into wood chips.	*
81	Vehicle and equipment attachments designed primarily for the use of tree and vegetation management, including but not limited to, grapples, chainsaw bars, tree jacks, drum mowers, and grinders	(•) Yes ( ) No	Compact and Articulated Loader attachments	

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	( ) Yes (•) No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Pricing.pdf - Thursday January 09, 2025 12:08:08
- Financial Strength and Stability - Financial Strength and Insurance.pdf - Thursday January 09, 2025 13:03:15
- Marketing Plan/Samples - Marketing.pdf - Thursday January 09, 2025 12:03:21
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- Upload Additional Document - Ability to Sell and Deliver Service.Warranty.pdf - Thursday January 09, 2025 12:06:11

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Chad Tousey, Corporate Account Manager, Vermeer Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 2 Tree Maintenance Eqpt Thu December 19 2024 01:52 PM	☑	2
Addendum 1 Tree Maintenance Eqpt Thu December 12 2024 10:39 AM	☑	1

MSRP Quote

2801 Beverly Drive
Aurora, IL 60502
630-820-3030
www.vermeermidwest.com

6/16/2026

Quote #: Q-43339-1
PO #:

Bill To:
Kane County Division of Transportation
Dan Lancaste
Burlington Rd
Campton, IL
630-584-1172

Ship To:
Kane County Division of Transportation
Dan Lancaste
Burlington Rd
Campton, IL
630-584-1172

To Whom It May Concern:

I would like to submit this quote to you.

1 New 2025 Vermeer ML150 VP 40HP ANSI W/9" (230MM) TRACKS, SN# IN STOCK **$60,499.00**

~ Rehlko 40hp Tier 4F KDI 1903 Diesel Engine
~ 92.5” Long & 59” Tall
~ Width of 42” w/ 9” Tracks
~ Machine Weight (no attachments): 4,000 lbs.
~ Ground Pressure 4.2 psi w/ 9” Tracks
~ 1,600 lbs of Operating Capacity
~ 88” Height to Hinge Pin
~ 4.4 MPH Ground Speed
~ Pilot Operated Ground Drive Control System
~ Stand up Ride on Operator Platform, Spring Cushioned
~ 12 Volt Power Port
~ Duel Fuel Tanks 14.5 Gallon Capacity
~ 12 Gallon Hydraulic Tank Capacity
~ 16.8 GPM at 3,045 PSI Hydraulic Flow
~ Auxiliary Low Flow 9.4 GPM
~ Flat Faced Hydraulic Quick Disconnects
~ 2 Year/2,000 Hour Standard Kohler Engine Warranty
~ 3 Year/3,000 Hour Warranty on the Loader Arms and Main Frame
~ 1 Year/1,000 Hour Parts and Labor Standard Limited Vermeer Warranty

1 New Vermeer BERLON HD LOW PROFILE BUCKET - 42" WIDE - MIB-42, SN# TBD - ETA 6/22 **$1,046.00**

BERLON HD LOW PROFILE BUCKET - 42" WIDE - MIB-42

1 New Vermeer VERMEER ULG46 - FIXED LOG GRAPPLE, SN# IN STOCK **$4,864.00**

VERMEER ULG46 - FIXED LOG GRAPPLE

1 New Vermeer VERMEER URLG46-HYD ROTATING LOG GRAPPLE, SN# OCTOBER LEAD TIME **$7,412.00**

VERMEER URLG46-HYD ROTATING LOG GRAPPLE

1 New Vermeer VERMEER STUMP CUTTER ATTACHMENT - USCA30, SN# IN STOCK PELLA AS OF 6.16.26 **$13,308.00**

Initials: _____

Quote #:Q-43339

Untaxed Machine	**$87,129.00**
Freight and Prep	**$800.00**
Grand Total	**$87,929.00**
----------	**----------**
Total Due	**$87,929.00**
----------	**----------**

Finance Options with Approved Credit

Payment Details	Monthly Payment
Approximate payment on 0 months based on $0 down	

Additional Options

Quantity	Product Name	Net Total	Additional Price Per Month
1.00	CP PREM 24 MOS, UNLIMITED HRS - 500 HRS MAINT	$5,656.00	
CONFIDENCE PLUS PREMIUM PACKAGE ~ 24 Additional Months of Extended Warranty Coverage with NO HOUR RESTRICTIONS on your Vermeer Equipment Components, which adds up to 36 total months of warranty coverage. ~ Engine Warranty Not Included. PLANNED MAINTENANCE (Intervals @ 50, 250, 500HRS) ~ Parts & Labor rates are locked in and pre-paid for up to the selected hours of maintenance coverage or 5 years from date of purchase, whichever occurs first. ~ Number and hours of planned maintenance intervals vary by model. See Vermeer Midwest Rep for details. ~ Includes comprehensive inspections with each planned maintenance service. ~ Wearable Items Not Included. TRAVEL ~ 60% discount from published travel rates at the time of occurrence for PMs and warranty services for Extended Warranty term. Charge is per occurrence. DIAGNOSTICS ~ Diagnostics offered at no charge for entire Extended Warranty term.			
1.00	CP PREM 12 MOS, UNLIMITED HRS - 500 HRS MAINT	$4,307.00	
CP PREM 12 MOS, UNLIMITED HRS - 500 HRS MAINT			

Proposal good for 30 days; we reserve the right at any time prior to acceptance to revoke this quotation.

Accepted by: _____ Date: _____

Thank you for your consideration.

Sincerely,

Lucas Petrocci

Initials: _____ Quote #:Q-43339

lucas.petrocci@vermeermidwest.com

Initials: _____

Quote #:Q-43339

Sourcewell Pricing

2801 Beverly Drive
Aurora, IL 60502
630-820-3030
www.vermeermidwest.com

6/16/2026

Quote #: Q-43329-1
PO #:

Bill To:
Kane County Division of Transportation
Dan Lancaste
Burlington Rd
Campton, IL
630-584-1172

Ship To:
Kane County Division of Transportation
Dan Lancaste
Burlington Rd
Campton, IL
630-584-1172

To Whom It May Concern:

I would like to submit this quote to you.

1 New 2025 Vermeer ML150 VP 40HP ANSI W/9" (230MM) TRACKS, SN# IN STOCK **$52,029.14**

~ Rehlko 40hp Tier 4F KDI 1903 Diesel Engine
~ 92.5” Long & 59” Tall
~ Width of 42” w/ 9” Tracks
~ Machine Weight (no attachments): 4,000 lbs.
~ Ground Pressure 4.2 psi w/ 9” Tracks
~ 1,600 lbs of Operating Capacity
~ 88” Height to Hinge Pin
~ 4.4 MPH Ground Speed
~ Pilot Operated Ground Drive Control System
~ Stand up Ride on Operator Platform, Spring Cushioned
~ 12 Volt Power Port
~ Duel Fuel Tanks 14.5 Gallon Capacity
~ 12 Gallon Hydraulic Tank Capacity
~ 16.8 GPM at 3,045 PSI Hydraulic Flow
~ Auxiliary Low Flow 9.4 GPM
~ Flat Faced Hydraulic Quick Disconnects
~ 2 Year/2,000 Hour Standard Kohler Engine Warranty
~ 3 Year/3,000 Hour Warranty on the Loader Arms and Main Frame
~ 1 Year/1,000 Hour Parts and Labor Standard Limited Vermeer Warranty
Sourcewell Contract # 010925-VRM

1 New Vermeer BERLON HD LOW PROFILE BUCKET - 42" WIDE - MIB-42, SN# TBD - ETA 6/22 **$1,046.00**

BERLON HD LOW PROFILE BUCKET - 42" WIDE - MIB-42

1 New Vermeer VERMEER ULG46 - FIXED LOG GRAPPLE, SN# IN STOCK **$4,022.22**

VERMEER ULG46 - FIXED LOG GRAPPLE

1 New Vermeer VERMEER URLG46-HYD ROTATING LOG GRAPPLE, SN# OCTOBER LEAD TIME **$6,129.22**

VERMEER URLG46-HYD ROTATING LOG GRAPPLE

1 New Vermeer VERMEER STUMP CUTTER ATTACHMENT - USCA30, SN# IN STOCK PELLA AS OF 6.16.26 **$11,004.56**

Initials: _____

Quote #:Q-43329

Untaxed Machine	**$74,231.14**
Freight and Prep	**$800.00**
Grand Total	**$75,031.14**
----------	**----------**
Total Due	**$75,031.14**
----------	**----------**

Finance Options with Approved Credit

Payment Details	Monthly Payment
Approximate payment on 0 months based on $0 down - 0	

Additional Options

Quantity	Product Name	Net Total	Additional Price Per Month
1.00	CP PREM 24 MOS, UNLIMITED HRS - 500 HRS MAINT	$5,656.00	
CONFIDENCE PLUS PREMIUM PACKAGE ~ 24 Additional Months of Extended Warranty Coverage with NO HOUR RESTRICTIONS on your Vermeer Equipment Components, which adds up to 36 total months of warranty coverage. ~ Engine Warranty Not Included. PLANNED MAINTENANCE (Intervals @ 50, 250, 500HRS) ~ Parts & Labor rates are locked in and pre-paid for up to the selected hours of maintenance coverage or 5 years from date of purchase, whichever occurs first. ~ Number and hours of planned maintenance intervals vary by model. See Vermeer Midwest Rep for details. ~ Includes comprehensive inspections with each planned maintenance service. ~ Wearable Items Not Included. TRAVEL ~ 60% discount from published travel rates at the time of occurrence for PMs and warranty services for Extended Warranty term. Charge is per occurrence. DIAGNOSTICS ~ Diagnostics offered at no charge for entire Extended Warranty term.			
1.00	CP PREM 12 MOS, UNLIMITED HRS - 500 HRS MAINT	$4,307.00	
CP PREM 12 MOS, UNLIMITED HRS - 500 HRS MAINT			

Proposal good for 30 days; we reserve the right at any time prior to acceptance to revoke this quotation.

Accepted by: _____ Date: _____

Thank you for your consideration.

Sincerely,

Lucas Petrocci

Initials: _____ Quote #:Q-43329

lucas.petrocci@vermeermidwest.com

Initials: _____

Quote #:Q-43329

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-369

APPROVING A TECHNICAL SERVICES AGREEMENT BETWEEN THE NORTHERN ILLINOIS TRANSIT AUTHORITY AND COUNTY OF KANE FOR THE RIDE IN KANE PROGRAM, CONTRACT NUMBER S5310-2026-04, FEDERAL PROJECT NO. IL-2026-003

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and 5 ILCS 220/1, et seq. authorizes the County of Kane (County) and the Northern Illinois Transit Authority (NITA) to cooperate in the performance of their respective duties and responsibilities by contract and other agreements; and

WHEREAS, the County and the NITA desire to enter into an intergovernmental agreement, (hereinafter the Agreement) to designate the County as administrator and fiscal agent of and to appropriate funds for the Ride In Kane Program (hereinafter "RIK"), (a copy of which Agreement is on file in the office of the Kane County Clerk); and

WHEREAS, the RIK provides transportation services for eligible Kane County persons 65 and over and individuals with disabilities and is also intended as a cooperative undertaking between the County and eighteen (18) other public and not for profit entities within the boundaries of Kane County (hereinafter the RIK Sponsors) who designate eligible riders within their respective jurisdictions and pay to defray the cost of RIK services provided to their respective ridership; and

WHEREAS, the approval of the RIK will require the County to yearly enter into separate agreements with each of the RIK Sponsors to provide for the reimbursement for each Sponsors' share of RIK costs; and

WHEREAS, the RTA Agreement provides $2,585,000.00 in Section 5310 Federal Transit Funds for part of the cost of up to but not to exceed fifty percent (80%) of the RIK Program ride services to people over 65 and individuals with disabilities; and

WHEREAS, the NITA is requesting the Section 5310 Transit Funds be transferred to the County to allow for continued operations of the RIK Program pursuant to the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Agreement with NITA for the Ride in Kane Program is hereby approved and that the County Board Chairman is hereby authorized to execute said Agreement with NITA.

BE IT FURTHER RESOLVED by the Kane County Board that the Kane County Engineer is hereby authorized under his/her signature to enter into the yearly agreements with each RIK Sponsor; which agreements shall provide for the reimbursement by each RIK Sponsor of eighty percent (80%) of the local share of the RIK Sponsors RIK Program Section 5310 Transit Fund costs.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving a Technical Services Agreement Between the Northern Illinois Transit Authority and County of Kane for the Ride in Kane Program, Contract Number S5310-2026-04, Federal Project No. IL-2020-003

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Heidi Files, 630.444.3142

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

The attached resolution authorizes the Kane County Board Chair to execute a Technical Services Agreement between the County of Kane and the Northern Illinois Transit Authority (NITA) for Section 5310 funding assistance for the Ride in Kane paratransit program. The agreement provides up to $2,585,000 in federal funding support for eligible transportation services and related program activities benefiting seniors and individuals with disabilities throughout Kane County. The agreement outlines the terms, conditions, reporting requirements, reimbursement procedures, and federal compliance obligations associated with the administration of the grant funds for the period of December 1, 2025 through December 31, 2029. Approval of this resolution allows Kane County to continue operating and administering critical mobility services through the Ride in Kane program in accordance with federal and RTA requirements.

Staff recommends approval.

TECHNICAL SERVICES AGREEMENT

between

THE NORTHERN ILLINOIS TRANSIT AUTHORITY

and

COUNTY OF KANE

Contract No.: S5310-2026-04

ALN No.: 20.513

Federal Project No.: IL-2026-003

Award Date: 4/24/26

SAM No. JDR6EZ6HML25

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This Technical Services Agreement (Agreement) is made by and between the Northern Illinois Transit Authority , formerly the Regional Transportation Authority, a municipal corporation and body politic formed under the laws of Illinois (NITA) and the County of Kane, a municipal corporation and body politic formed under the laws of the State of Illinois (Recipient or Grantee, which term shall include its successors, assigns and subrecipients/subgrantees)[1] as of January 1, 2026.

WHEREAS, the Recipient wishes to undertake one or more public transportation projects; and

WHEREAS, the Recipient has made an application to NITA for financial assistance or financial and technical assistance for the project(s) in accordance with the procedures established by NITA; and

WHEREAS, the Recipient's application has been reviewed and approved by NITA.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, this Agreement is made to provide financial assistance or financial and technical assistance to the Recipient in the form of a technical services agreement, to set forth the terms and conditions upon which the Agreement will be made, and to set forth the Agreement of the parties as to the manner in which the project(s) will be undertaken, completed, and used.

ARTICLE I: DEFINITIONS

1.1 "Allowable Cost" means an expense with respect to the Project(s) which meets the requirements of Article IX of this Agreement.

1.2 "Application" means the application submitted by the Recipient with respect to the Project(s). In the event of a conflict between the Application and the attached Exhibit A, Scope of Services, Exhibit A shall govern.

1.3 "Local Share" means that portion of the Net Project Cost of each Project provided by the Recipient pursuant to this Agreement.

1.4 "Net Project Cost" means the sum of the allowable costs incurred in performing the work on each Project, including work done by the Recipient.

1.5 "Project(s)" means the scope of specific activities for which the funds provided in this Agreement are to be expended, as set forth in Exhibit A, Scope of Services and in the plans, specifications, and schedules set forth in the Application.

[1] This document incorporates Federal Certifications and Assurances copied verbatim from federal circulars. The Certifications and Assurances may refer to the funded entity as a "Recipient," "Subrecipient" or "Applicant" depending on the federal program or context. The terms of this agreement and all federal requirements apply to any recipient of federal funds, regardless of its status as Recipient, Subrecipient, Grantee, Subgrantee, or Applicant vis-à-vis the federal granting agency.

1.6 "Project Budget" means the anticipated Net Project Cost for each Project as identified in Exhibit B, Project Budget, as may be amended from time to time by the Recipient with NITA's approval and in a format approved by NITA.

1.7 "Project Facilities" means any facilities, equipment, or real property purchased, acquired, constructed, improved, renovated, or refurbished as part of each Project through the application of NITA's Agreement funds.

1.8 "Service Life" means, with respect to each Project Facility, the period set forth with respect to such Project Facility identified on Exhibit B, Project Budget, if applicable.

ARTICLE II: THE RECIPIENT'S AUTHORITY AND COMMITMENT

2.1 The Recipient represents and warrants that it has the legal authority and the financial, technical, and managerial capacity to apply for, plan, manage, and complete the Project(s) for which funding is being provided under this Agreement.

2.2 The Recipient acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the United States or State of Illinois in connection with this Project, they reserve the right to impose on the Recipient the penalties of 18 USC 1001, 49 USC 5307, 31 USC 3801, and 49 CFR 31, as they may deem appropriate. Recipient agrees to include this clause in all state and federally-assisted contracts and subcontracts.

2.3 The Recipient agrees to undertake and complete the scope of each Project as set out in Exhibit A, Scope of Services, and in accordance with the Project Budget as set out in Exhibit B, Project Budget, and to provide for the use of Project Facilities as described in Exhibit A, Scope of Services, and the Application, in accordance with this Agreement and all applicable laws.

ARTICLE III: TERM OF AGREEMENT

3.1 The term of this Agreement shall be from December 1, 2025 to December 31, 2029.

ARTICLE IV: TECHNICAL SERVICES AGREEMENT

4.1 NITA Budget Commitment.

(a) Subject to the annual appropriation of funds by NITA, NITA hereby commits to provide the funds pursuant to paragraph 4.1(b) and as listed in Exhibit B, Project Budget, for the Project(s) in Exhibit A, Scope of Services.

(b) NITA will provide 50.00% of the aggregate actual cost of all Projects as set forth on Exhibit B, Project Budget or $2,585,000 whichever is less. NITA shall have no liability regarding any Project funded by this Agreement in excess of the funds actually appropriated for the Project.

4.2 Recipient Commitment to Complete Project(s) or Seek Amendment.

Subject to NITA's appropriation of the funds described in paragraph 4.1, the Recipient agrees to complete the scope of all the Projects, and to provide funding up to the amount of Local Share of the Project Budget, or to seek an amendment in accordance with this subparagraph. The Recipient shall request an amendment to the Agreement in order to (1) add or delete a Project, (2) change the scope of any Project, or (3) change the Project Budget(s).

4.3 Conformity with Project Budget.

(a) The Recipient shall carry out each Project and shall incur obligations against and disburse Project funds only in conformance with the latest approved Project Budget attached hereto as Exhibit B, Project Budget. A proposed revised Project Budget shall accompany any request to amend this Agreement.

(b) The Recipient must seek the prior approval of NITA to revise the Project Budget(s) to increase or decrease the estimated Net Project Cost. In making this request the Recipient must demonstrate the following:

(1) A justifiable rationale for the revision in a particular Project;

(2) The revised budget for the Project covers the full scope of the Project funded under this Agreement, i.e., the revised budget of the Project is intended to be adequate for the completion of the Project;

(3) There are sufficient unspent funds in the Agreement contingency, should one be part of this Agreement, or any other Project which may be reallocated to the revised budget of the revised Project;

(4) The funds remaining in the Agreement contingency, should one be part of this Agreement, or any other Project after reallocation of funds to the revised budget for the Project are sufficient to provide for the uncompleted portions of all other Projects within the Agreement; and

(5) The proposed revision will not cause the aggregate amount of all Project Budgets as set forth on Exhibit B, Project Budget to be exceeded.

4.4 Conformity with Program Management Plan.

(a) The Recipient shall adhere to the Program Management Plan (PMP) as included in Exhibit E.

ARTICLE V: METHOD OF FUNDING

5.1 NITA may finance its obligations, or any portion thereof, under this Agreement in any way it deems, in its sole discretion, to be most advantageous and fiscally sound, provided that nothing in this Agreement shall cause the Recipient to be obligated to any creditor of NITA with respect to such financing.

5.2 All or part of any share of the Net Project Cost to be contributed by the Recipient may, with the express written prior approval of NITA, be provided by the Recipient in the form of contributions of professional, technical, or other services. The amount or value of any share of the Net Project Cost contributed by the Recipient is shown in Exhibit B, Project Budget.

5.3 In the event that the Recipient receives funds from any source with respect to the completion of the Project which do not appear in Exhibit B, Project Budget and were not included in determining the NITA share under paragraph 4.1(b) of this Agreement, the amount of this Agreement shall be recalculated, and a proportionate amount of the NITA funding shall be refunded to NITA. Such funds include, but are not limited to, the proceeds of any sale and leaseback arrangement with respect to Project Facilities, if any. This Section 5.3 shall survive the termination or expiration of this Agreement, whether by lapse of time or otherwise for a period equal to the Service Life of the relevant Project Facility.

ARTICLE VI: ACCOMPLISHMENT OF THE PROJECT(S)

6.1 General.

(a) The Recipient shall commence, carry on, and complete the Project(s) with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement. The Recipient shall cause all contractors involved with the Project(s) to deliver and complete the Project(s) in accordance with the Project schedules submitted at time of application or as revised pursuant to paragraph 6.2(b) of this Agreement.

(b) In performance of its obligations pursuant to this Agreement, the Recipient and the contractors shall comply with all applicable provisions of federal, state, and local law. Specifically, Recipient and contractors agree to administer the Project in accordance with the applicable federal and state provisions, including all applicable Federal Transit Administration (FTA) Circulars and 2 CFR Part 200, as adopted by the U.S. Department of Transportation (DOT) at 2 CFR Part 1201. All limits and standards set forth in this Agreement to be observed in the performance of a Project are minimum requirements and shall not affect the application of more restrictive standards to the performance of the Project.

(c) At or prior to the time that funds are needed to meet Project costs, the Recipient shall initiate and prosecute to completion all proceedings necessary to enable the Recipient to provide any share of the Net Project Cost which is to be provided by the Recipient.

(d) Nothing in this Agreement is intended to subject NITA to any obligations or liabilities to contractors of the Recipient, or their respective subcontractors, or any other person not a party to this Agreement in connection with the performance of any Project pursuant to the provisions of this Agreement, notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

6.2 Project Completion.

(a) Any failure, except a force majeure event or any other reason beyond the control of the Recipient, to make progress which significantly endangers substantial performance of a Project within a reasonable time shall be deemed to be a violation of the terms of this Agreement.

(b) The Recipient shall complete each Project in accordance with the Project completion date provided at time of application or as revised. In the event the Recipient determines that, for whatever reason, a Project cannot be completed in accordance with the Project schedule, the Recipient shall immediately notify NITA in writing, within thirty (30) days, of: 1) the nature and extent of the delay; 2) the reason or reasons for the delay; 3) the adjustments to the Project schedule which can be made to ensure that the Project is completed on schedule; and 4) if the Project cannot be completed on schedule, the implications on the Project Budget due to the delay.

6.3 Use of Facilities.

(a) The Project Facilities, if any, shall be used by the Recipient as described in the Recipient's final, approved Application.

(b) If during the Service Life, the Project Facilities are not used in this manner, are sold or are otherwise disposed of, or are withdrawn from mass transportation service at the initiative of the Recipient (if applicable), the Recipient shall immediately notify NITA and shall, at NITA's discretion, remit to NITA a proportional amount of the fair market value, if any, of the Project Facilities (determined on the basis of the ratio of the amounts paid by NITA pursuant to this Agreement to the total cost of such Project Facilities). The fair market value shall be deemed to be the value of the Project Facilities as determined by a competent appraisal conducted as soon as feasible after such withdrawal or misuse occurs; or the actual proceeds from the public sale of such property, whichever is approved by NITA; or, for rolling stock, the unamortized value of the remaining service life per unit based on straight-line depreciation of the original purchase price. Any appraiser employed for such purposes shall be subject to disapproval by NITA on the grounds that it is not an independent appraiser.

(c) The Recipient shall maintain, in an amount and form satisfactory to NITA, insurance or self-insurance with such reserves as will be adequate to protect Project Facilities throughout the period of their useful lives. The cost of such insurance shall not be an Allowable Cost for the Projects.

(d) This Section 6.3 shall survive the termination or expiration of this Agreement, whether by lapse of time or otherwise, for a period equal to the Service Life of the relevant Project Facility.

ARTICLE VII: PASS-THROUGH FUNDING PROVISIONS

7.1 If this Agreement provides any portion of funding for which NITA receives funds from a governmental entity subject to agreement, grant, or contract, the provisions contained therein and as detailed in the attached Exhibit C, Federal Certifications and Assurances, are hereby incorporated by reference and made a part of this Agreement. If the recipient will receive federal funds pursuant to this grant, the Master Agreement between NITA and the U.S. Department of Transportation, as may be amended from time to time, is also incorporated and made part of this Agreement. The Master Agreement may be found here, or an updated copy may be requested from NITA. The provisions and requirements of the Master Agreement shall flow down to all subrecipients and third parties at every tier and must be expressly incorporated into all procurement and nonprocurement awards involving funds provided pursuant to this Agreement. The Recipient shall carry out each Project in such a manner as to comply with the requirements contained herein and the requirements of any governmental agreement, rules and regulations applicable to this Project. If it is not possible to carry out the project in such a manner, the Recipient shall, as soon as practicable, notify NITA in writing of the specific provisions of each agreement, rule or regulation in conflict and reasons for conflict in order that appropriate arrangements may be made between the parties and any governmental entity to permit the Project to proceed.

7.2 The Recipient acknowledges that federal and state governmental requirements may change, and the changed requirements will apply to the Project as required. The Recipient acknowledges that a reference to a specific law in this Agreement is considered to be a reference to 1) such law as it may be amended, modified or supplemented from time to time, 2) all regulations and rules pertaining to or promulgated pursuant to such law, (c) the successor to the law resulting from recodification or similar reorganizing of laws and (d) all future laws pertaining to the same or similar subject matter. The Recipient agrees to include in all subcontracts or lower tier agreements specific notice to this effect.

7.3 The Illinois Department of Transportation (IDOT) and the FTA shall not be subject to any obligations or liabilities by or to the Recipient or contractors of the Recipient or their subcontractors or any other person not party to this Agreement in connection with the performance of this Project, without their respective express written consent, notwithstanding the concurrence in or approval of the solicitation or the award by IDOT or FTA to such contractors or subcontractor(s). The Recipient agrees to include this clause in each subcontract or lower tier agreement financed in whole or in part with federal and/or state assistance.

ARTICLE VIII: PROJECT ADMINISTRATION AND MANAGEMENT

8.1 Project Management.

(a) The Recipient is responsible for administration and management of each Project.

(b) NITA or its designee may conduct periodic on-site inspections of each Project to evaluate the effectiveness of the Recipient's arrangement for supervision and inspection and to evaluate the work done on the Project and adherence to this Agreement. The Recipient shall provide reasonable access to its premises, or cause its contractors to provide reasonable access to their premises, for NITA and its designee to permit these inspections. Inspection of, or concurrence by NITA in Project work does not relieve the Recipient of its responsibilities and liabilities. Any inspection must be coordinated with the Recipient's personnel for purposes of providing reasonable notice and adhering to safety regulations.

(c) Any Project management plan or amendment to such plan provided pursuant to any governmental agreement, grant or contract for any Project in this Agreement shall require the written approval of NITA.

(d) The Recipient shall report to NITA regarding all Projects in this Agreement and shall provide to NITA such information that NITA deems necessary to meet its reporting responsibilities or other requests from the FTA or any other governmental agency. When requesting reimbursement from NITA, the Recipient will be required to submit detailed requisitions and progress reports supported by properly executed payrolls, time records, invoices, contracts, or vouchers, evidencing in detail the nature and propriety of the charges.

ARTICLE IX: REQUISITION, PAYMENT PROCEDURES, AND RECORD KEEPING

9.1 The Recipient shall establish and maintain as a separate set of accounts, or as an integral part of its current accounting scheme, accounts for each Project in conformity with requirements established by NITA.

9.2 Allowable Costs.

Funds provided by NITA under this Agreement shall only be used to pay or reimburse the Recipient for allowable costs for a Project which meets all of the requirements set forth below:

(a) They shall be made in conformance with the final, approved Exhibit A, Scope of Services, and Exhibit B, Project Budget, and all other provisions of this Agreement;

(b) They shall be necessary in order to accomplish the Project;

(c) They shall be reasonable in amount for the goods or services purchased;

(d) They shall be actual net costs to the Recipient (i.e., the price paid minus any refunds, rebates, or other items of value received by the Recipient which have the effect of reducing the cost actually incurred);

(e) They shall be incurred (and for work performed) after the effective date of this Agreement, unless specific authorization from NITA to the contrary is received (in no event will NITA provide funding to reimburse expenses incurred after expiration of this Agreement);

(f) To the extent applicable, they shall be in conformance with the standards for allowability of costs established by IDOT. State of Illinois rates apply for travel, lodging, meals, and other expenses, as applicable.

(g) They shall be satisfactorily documented;

(h) They shall be treated uniformly and consistently under accounting principles and procedures approved or prescribed by generally accepted accounting principles, and those approved or prescribed by the Recipient for its contractors; and

(i) They shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges. (In the event that it may be impractical to determine exact costs of indirect or service functions, allowable costs will include such allowances for these costs as may be approved by NITA.)

9.3 Payment Procedures.

(a) The Recipient may make requests for payment of allowable costs under the Agreement, and NITA shall honor such requests in the manner set forth in this paragraph. In order to receive payments, the Recipient shall:

(1) Execute and submit to NITA a requisition for approval by NITA;

(2) Have submitted all financial, progress, and other reports required by NITA; and

(3) Have received approval by NITA for any budget revisions required to cover all costs to be incurred by the end of the requisition period.

(b) Upon receipt of the completed requisition form and the accompanying information in satisfactory form, NITA shall process the requisition. If the Recipient is complying with its obligations pursuant to the Agreement, NITA shall reimburse apparent allowable costs incurred by the Recipient up to the maximum amount of NITA Agreement funds. Such reimbursement shall be made within sixty (60) days after receipt of each request for same from the recipient. However, reimbursement of any cost pursuant to this paragraph shall not constitute a final determination by NITA of the allowability of such cost and shall not constitute a waiver of any violation of the terms of this Agreement committed by the Recipient. NITA will make a final determination as to the allowability of costs only after a final audit of the Agreement has been conducted pursuant to Article XI of the Agreement.

(c) In the event that NITA determines that the payment should not be made, it shall notify the Recipient within twenty (20) days after receipt of the completed requisition form, stating the reasons for such determination.

(d) The Recipient agrees that upon completion of all of the Projects in this Agreement and after payment or provision for payment or reimbursement of all allowable costs, the Recipient shall refund to NITA any unexpended balance of funds received by the Recipient under this Agreement.

9.4 Records Retention.

(a) All books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement, this Agreement and all books, records, and supporting documents related to the Agreement must be retained by Recipient for a minimum of five (5) years after completion of this Agreement or such longer time as may be required by any governmental agency from which funds are obtained and shall be available for review and audit by authorized representatives of NITA, the Illinois Auditor General, IDOT, the FTA, or another governmental agency with the following qualifications:

(1) All records must be retained until final audit is completed and all audit findings are resolved, unless otherwise agreed to by NITA;

(2) If any litigation or claim is initiated before completion of the final audit, records must be retained until all litigation or claims involving these records have been resolved; and

(3) Records of any property acquired with NITA funds must be retained for three (3) years after final disposition of the property.

(b) Should the Recipient administer any system of records on behalf of the Federal or State Government, the Privacy Act of 1974, 5 USC 552 and 49 CFR 10, Subpart C, imposes information restrictions on the party managing the system of records.

9.5 Audits.

(a) Pursuant to all applicable Office of Management and Budget Circulars, the Recipient shall permit, and shall require its contractors to permit, at any time, NITA, or IDOT or other state or federal agency, authorized to perform such audit and inspection, to inspect all work, materials, payrolls, and other data and records, including computer or electronically generated records, documents, and data, with regard to each Project, and to audit the books, records, and accounts of the Recipient and its contractors with regard to each Project. NITA also may require the Recipient to furnish at any time prior to closeout of the Agreement, audit reports with respect to the Agreement prepared according to generally accepted accounting principles.

The Recipient agrees to promptly comply with recommendations contained in any NITA, IDOT or other state or federal agency final audit report.

(b) In accordance with 49 USC 5325(g), the Grantee agrees to require each third party whose contract award is not based on competitive bidding procedures as defined by the Secretary of U.S. DOT, to permit the Secretary, Comptroller General of the U.S., IDOT, NITA, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third-party contract and audit the books, records, and accounts involved.

ARTICLE X: RIGHT OF NITA TO TERMINATE

10.1 Upon written notice to the Recipient, NITA may suspend or terminate all or part of the financial and/or technical assistance provided herein if the Recipient is or has been in violation of the terms of the Agreement (including its obligation to provide for a portion of the funding for each Project as reflected on Exhibit B, Project Budget, if applicable), or if funding provided to NITA pursuant to paragraph 7.1 is terminated. Termination of any Project in this Agreement will not invalidate obligations of NITA to reimburse the Recipient for Project costs incurred up to and including the date of termination, nor invalidate obligations of the Recipient, properly incurred by the Recipient, to the extent they are noncancellable. The acceptance of a remittance by NITA of any or all Project funds previously received by the Recipient or the closing out of NITA financial participation in the Project shall not constitute a waiver of any claim which NITA may otherwise have arising out of this Agreement.

For example, the foregoing remedies shall become available to NITA if one of the following occurs:

(a) There is any misrepresentation of a material nature in the Application, or amendment thereof, or in respect to this Agreement or any document or data furnished pursuant hereto, or any other submission of the Recipient required by NITA in connection with this Agreement;

(b) There is pending litigation which, in the opinion of NITA, may jeopardize funding provided to NITA pursuant to paragraph 7.1 of this Agreement;

(c) There has been in connection with the funding provided to NITA pursuant to paragraph 7.1, any violation of the state or federal regulations, ordinances, or statutes applicable to the Recipient, its officers, or employees which, in the opinion of NITA, affects this Agreement;

(d) Any funds provided by NITA pursuant to this Agreement are used for an ineligible purpose;

(e) The Recipient is unable to substantiate the proper use of funding provided to NITA pursuant to paragraph 7.1;

(f) The Recipient is in default under any of the provisions of this Agreement;

(g) There is failure to make progress which significantly endangers substantial completion of performance of the Project within a reasonable time, which failure shall be deemed to be a violation of the terms of this Agreement;

(h) The Recipient has failed to maintain the Project Facilities as required by this Agreement;

(i) NITA determines that the purposes of the applicable governing laws would not be adequately served by continuation of state or federal assistance to the Project;

(j) The State Legislature or any federal agency fails to make sufficient appropriations for funding pertinent to that provided to NITA pursuant to paragraph 7.1.

ARTICLE XI: SETTLEMENT AND CLOSE-OUT

11.1 Upon receipt of notice of successful completion of the Agreement or upon termination by NITA, NITA at its discretion will perform or contract for the performance of a final audit to determine the final allowability of costs incurred and shall make final settlement of NITA's obligations described in this Agreement. If NITA has made payments to the Recipient in excess of the total amount of such NITA obligations, the Recipient shall promptly remit such excess to NITA. The Agreement close-out occurs when NITA notifies the Recipient and forwards the final Agreement payment or when an appropriate refund of NITA Agreement funds has been received from the Recipient and acknowledged by NITA. Agreement close-out shall be subject to any continuing obligations imposed on the Recipient by this Agreement or contained in the final notification or acknowledgment from NITA.

ARTICLE XII: PROCUREMENT

12.1 Procurement Procedures.

(a) The Recipient shall follow applicable federal, state, and local law and procedures when awarding and administering contracts for goods and services funded by this Agreement. Any such contract or subcontract for goods, property and services exceeding $40,000 shall contain all the clauses pursuant to FTA Circular 4220.1G and 2 CFR Part 200, and the parties shall comply with the requirements therein.

(b) Apart from inconsistent requirements imposed by federal and state law, the Recipient (and its subcontractors) agrees that no federal or state funds shall be used to support procurement utilizing exclusionary or discriminatory specifications and it will comply with 49 USC 5323(h)(2).

(c) The Recipient agrees to comply with U.S. Maritime Administration Regulations, "Cargo Preference – U.S. Flag Vessels," 46 CFR 381, to the extent those regulations apply to the Project, and insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

(d) To the extent applicable, the Recipient agrees to comply with the requirements of 49 USC 5323 and FTA regulations, "Bus Testing," 49 CFR 665, and agrees to provide NITA with applicable certifications and obtain applicable certifications from contractors, subcontractors, and manufacturers.

(e) Each third-party contract (valued at more than $100,000 for Construction and Acquisition of Goods or Rolling Stock) utilizing FTA assistance must conform with 49 USC 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR 661.

(f) The Recipient agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by IDOT and FTA.

(g) The Recipient agrees to comply with the requirements of Executive Order No. 12549 and 12689 "Debarment and Suspension," and U.S. DOT regulations on Debarment, 2 CFR 180, and agrees to obtain applicable certifications from contractors and subcontractors and otherwise comply with federal and state regulations.

(h) The Recipient certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government, nor has the Recipient made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the Recipient committed bribery or attempted bribery on behalf of the Recipient and pursuant to the direction or authorization of a responsible official of the Recipient. The Recipient further certifies that it has not been barred from contracting with a unit of the State or local government as a result of a violation of Title III, Part E, Article 33 of the Criminal Code. These certifications shall apply equally to any subrecipient or contractor, at all levels, without regard to the value of the subagreement or contract.

(i) Electronic and Information Technology – to the extent applicable, Recipient agrees to include in its specification requirements that all reports or information will be prepared and provided using electronic or information technology capable of assuring that, when provided to NITA, it will meet with the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973, as amended, 29 USC 794(d) and U.S. Architecture and Transportation Barriers Compliance Board (ATBCB) regulations "Information and Communication Technology (ICT) Standards and Guidelines," 36 CFR 1194.

12.2 Procurement Review.

The Recipient must obtain pre-award approval from NITA for: (1) any proposed third-party contract; (2) any change order with a third-party contractor; and (3) any use of force account for activities funded by this Agreement.

ARTICLE XIII: THIRD-PARTY CONTRACT DISPUTES OR BREACHES

13.1 NITA, and any state or federal granting agency, has a vested interest in the settlement of disputes, defaults, or breaches involving any NITA-assisted third-party or subrecipient contracts for any Project. NITA retains a right to a proportional share, based on the percentage of NITA share committed to any Project, of any proceeds derived from any third-party recovery, after taking into account any costs incurred by the Recipient in securing the recovery. Therefore, the Recipient shall avail itself of all legal rights available under any third-party contract.

The Recipient shall promptly notify NITA of any litigation, default, breach, or major dispute pertaining to any third-party or subrecipient contract. This responsibility shall flow down to all subrecipients at every tier and must be expressly contained in all procurement and nonprocurement awards and agreements involving funds provided pursuant to this grant.

NITA reserves the right to concur in any compromise or settlement of the Recipient's claim(s) involving any third-party or subrecipient contract. If the third-party or subrecipient contract contains a liquidated damages provision, such proportional share of any liquidated damages recovered shall be credited to the Project account unless NITA permits otherwise.

ARTICLE XIV: ASSIGNMENT OF CONTRACT - SUBCONTRACTORS

14.1 The Recipient agrees that no contract for services of any kind in connection with a Project funded by this Agreement shall be assigned, transferred, conveyed, sublet, or otherwise disposed of without the prior written consent of NITA. All subcontracts shall contain all applicable contract clauses pursuant to federal and state requirements, and as required by this Agreement.

ARTICLE XV: INDEMNIFICATION

15.1 The Recipient agrees to save or hold harmless and indemnify NITA from and against any and all losses, expenses, damages (including loss of use), demands, and claims, and shall defend any suit or action, whether at law or in equity, brought against it based on any alleged injury (including death) or damage relating to or arising out of any act or omission of the Recipient, its officers, employees and agents with respect to any Project funded by this Agreement and shall pay all damages, judgments, costs, and expenses, including attorney's fees, in connection with any demands and claims resulting therefrom; provided, however, that the Recipient shall not be required to save harmless, indemnify, or defend NITA due to the negligence or misconduct of NITA or its successors, assigns, agents, or employees or their respective failure to reasonably perform

under this Agreement. This Section 15.1 shall survive the termination or expiration of this Agreement, whether by lapse of time or otherwise.

ARTICLE XVI: INDEPENDENCE OF RECIPIENT

16.1 In no event shall the Recipient or any of its employees, agents, contractors, or subcontractors be considered agents or employees of NITA, IDOT, FTA, U.S. DOT, or State of Illinois. Furthermore, the Recipient agrees that none of its employees, agents, contractors, or subcontractors will hold themselves out as, or claim to be, agents, officers, or employees of NITA, U.S. Government, or State of Illinois and will not by reason of any relationship with the Agreement make any claim, demand, or application to or for any right or privilege applicable to an agent, officer, or employees of NITA, U.S. Government, or State of Illinois, including but not limited to, rights and privileges concerning workmen's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage, or retirement membership or credit.

ARTICLE XVII: NONCOLLUSION

17.1 The Recipient warrants that it has not paid and agrees not to pay any bonus, commission, fee, or gratuity for the purpose of obtaining any approval of its Application for any Project pursuant to this Agreement. No Recipient officer or employee, or member of any unit of local government which contributes funds to any Project funded by this Agreement shall be admitted to any share or part of this Agreement or to any benefit arising therefrom other than nominal.

ARTICLE XVIII: CONFLICTS OF INTEREST

18.1 The Recipient hereby certifies that: (1) no employee, officer, board member, or agent of the Recipient is a director, officer, or employee of NITA or (2) if such relationship exists, it is not prohibited by any applicable conflict of interest laws. The Recipient further certifies that, to its knowledge, no employee, officer, board member, or agent of the Recipient has participated in the selection, award, or administration of a contract supported by federal or state funds where such participation constitutes a conflict of interest, whether real or apparent. This conflict of interest requirement applies to all former employees, officers, board members, and agents for one (1) year from the date the employee, officer, board member, or agent ended its employment with the Recipient.

The Recipient acknowledges that no director, officer, or employee of NITA may represent the Recipient with respect to any application or agreement in regard to which such director, officer or employee may be called upon to vote. The Recipient hereby certifies that it has not been, and shall not be, represented by any director, officer, or employee of NITA with respect to its application for financial or financial and technical assistance or this Agreement.

The Recipient agrees that its employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements. NITA may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Recipient relating to such contract, subcontract, or arrangement.

18.2 The Recipient agrees that it will prevent any real and apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third-party contractor or recipient or impair the objectivity in performing the contract work.

ARTICLE XIX: RECIPIENT'S RESPONSIBILITY FOR COMPLIANCE

19.1 Irrespective of the participation of other parties or third-party contractors, the Recipient remains primarily responsible for compliance with this Agreement and all applicable federal, state, and local laws and regulations. This responsibility shall flow down to all subrecipients and third parties at every tier and must be expressly contained in all procurement and nonnprocurement awards and agreements involving the funds provided pursuant to this Agreement. If the Recipient will receive federal funds or funds from IDOT under this Agreement, the Recipient must complete Exhibit C, Federal Certifications and Assurances, and comply with applicable terms and conditions therein. In addition, if the Recipient will receive federal funds under this Agreement, the Recipient must complete Exhibit D, Annual Certification to Comply with 2 CFR 200, Subpart F Audit Requirements, and comply with the terms and conditions therein as well as those of the Master Agreement between NITA and the U.S. DOT, as may be amended from time to time. In particular, provisions of the Master Agreement requiring Flow-Down to third parties such as subrecipients and contractors at all tiers must be expressly contained in all procurement and nonprocurement awards and agreements involving funds provided pursuant to this grant. The Master Agreement may be found here, or an updated copy may be requested from NITA.

ARTICLE XX: LABOR LAW COMPLIANCE

20.1 The Recipient agrees to comply with the labor law compliance provisions of any FTA grant contract pertaining to any Project funded by this Agreement and all applicable federal and state labor laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees.

(a) Contract Work Hours and Safety Standards. The requirements of the clauses contained in 29 CFR 5.5(b) are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1. The Recipient and its subcontractors shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion

of the contracts for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this clause shall be made available by the Recipient or its subcontractors for inspection, copying, or transcription by authorized representatives of the FTA, U.S. DOTor Department of Labor, and the Recipient or its subcontractors will permit such representatives to interview employees during working hours on the job.

(b) The Recipient or contractor shall insert in any subcontract the clauses set forth in 29 CFR 5.5(b), and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b) involving overtime pay, unpaid wages and withholding for unpaid wages.

20.2 The Recipient also agrees to require any contractor performing professional or consulting service in connection with any Project funded by this Agreement to agree to adhere to the requirements of this Article.

ARTICLE XXI: CIVIL RIGHTS

21.1 Nondiscrimination.

The Recipient shall comply with and shall require its contractors and subcontractors to comply with all federal, state, and local laws, rules, regulations and ordinances relating to nondiscrimination including, but not limited to, all requirements of Title VI of the Civil Rights Act of 1964, 42 USC 2000(d); Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 USC 12101 *et seq*., Federal Transit Law,49 USC 5332, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 CFR 21, and any implementing requirements the FTA may issue.

21.2 Equal Employment Opportunity Clauses.

(a) Federal Equal Employment Opportunity – The following requirements apply to the Project and the Recipient agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance provided by FTA.

(1) Discrimination Prohibited – In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 USC 2000e *et seq.*, and 49 USC 5332, the Recipient agrees to comply with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. The Recipient agrees to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religion, sex, age, disability, or national origin. Such action shall include, but not be

limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. In addition, the Recipient agrees to comply with any implementing requirements FTA may issue.

(2) Equal Employment Opportunity (EEO) Compliance – The Recipient shall comply with all applicable federal, state, and local EEO and nondiscrimination laws, regulations, and requirements. Failure by the Recipient to comply with such requirements shall be treated as a violation of this Agreement. Upon notification of such failure , NITA, the United States, or the State of Illinois government may impose such remedies as it considers appropriate and as authorized by applicable law, including termination of financial assistance, or other measures that may affect the Recipient's eligibility to obtain future financial assistance in transportation projects.

(3) Age – In accordance with 49 USC 5332, the Recipient agrees to refrain from discrimination against present and prospective employees for reasons of age. In addition, the Recipient agrees to comply with any implementing requirements FTA may issue.

(4) Disabilities – In accordance with 42 USC 12101 *et seq.*, the Grantee agrees that it will comply with the requirements of 29 CFR 1630, pertaining to the employment of persons with disabilities. In addition, the Recipient agrees to comply with any implementing requirements FTA may issue.

(5) Sex – In accordance with Title IX of The Educational Amendments of 1972, as amended, 20 USC 1681 *et seq*., and U.S. DOT regulations 49 CFR 25, the Recipient agrees to comply with prohibitions against discrimination on the basis of sex, and any federal requirements that may be promulgated.

(6) Language Proficiency – In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 USC 2000 *et seq.*, the Grantee agrees to comply with the applicable federal requirements for improving access to services for persons with limited English proficiency..

(7) Environmental Justice – The Recipient shall comply with all applicable federal environmental laws, regulations, and requirements relating to environmental justice, including those implemented pursuant to the National Environmental Policy Act (NEPA), 42 USC 4321 *et seq*.
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(b) Sexual Harassment – The Recipient will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the Recipient's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Illinois Department of Human Rights (IDHR) and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq*. A copy shall be provided to NITA upon request.

(c) Illinois Human Rights Act - In the event of the Recipient's noncompliance with the provisions of the Illinois Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the IDHR rules and regulations , the Recipient may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement the Recipient agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin, ancestry, age, disability, military status, sexual orientation, or any other characteristic or status protected under the Illinois Human Rights Act or other applicable law; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the IDHR rules and regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin, ancestry, age, military status, sexual orientation, disability, or any other characteristic or status protected under the Illinois Human Rights Act or other applicable law.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Recipient's obligations under the Illinois Human Rights Act and the IDHR rules and regulations. If any such labor organization or representative fails or refuses to cooperate with the Recipient in its efforts to comply with the IDHR and its rules and regulations, the Recipient will promptly notify the IDHR and the contracting agency and will recruit employees for other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the IDHR rules and regulations, furnish all relevant information as may from time to time be requested by the IDHR or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the IDHR rules and regulations.

(6) That it will permit access to all relevant books, records, accounts, and work sites by personnel for the contracting agency and the IDHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the IDHR rules and regulations.

(7) That it will include verbatim or by reference the provisions of this section in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the IDHR in the event any subcontractor fails to or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

21.3 Disabilities.

The Recipient shall comply with and shall require its contractors and subcontractors to comply with all applicable federal requirements under the Americans with Disabilities Act of 1990, as amended (ADA) and all applicable state laws and regulations relating to procurement, accessibility, and accommodation of individuals with disabilities. The Recipient shall comply with and agrees to include the following requirements in each contract or subcontract: applicable state and federal requirements of the ADA, 42 USC 12101, *et seq*.; 49 USC 5301(d); Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794; Architectural Barriers Act, as amended, 42 USC 4151, *et seq*.; any amendments to the aforementioned Acts; and the following regulations and amendments thereto:

(a) DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR 37; "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance," 49 CFR 27; "Americans with Disabilities Act (ADA) Accessibility Guidelines/Specifications for Transportation Vehicles," 36 CFR 1192 and 49 CFR 38;

(b) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR 35; and "Nondiscrimination on the Basis of a Disability by Public Accommodations and in Commercial Facilities," 28 CFR 36;

(c) Uniform Federal Accessibility Standards, Appendix A to 41 CFR 101-19.6 (Copies of the Uniform Federal Accessibility Standards are available from the Office of Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development);

(d) U.S. EEOC regulations to implement the equal employment provisions of the ADA, 29 CFR 1630;

(e) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR 64, Subpart F;

(g) U.S. ATBCB regulations "Information and Communication Technology Standards (ICT) and Guidelines", 36 CFR 1194; and

(h) Any implementing requirements FTA may issue.

21.4 Disadvantaged Business Enterprises.

The following provisions shall apply to all Recipients as well as any subrecipients or subgrantees at any and all tiers who receive the funds provided in this Agreement in order to implement the Project.

(a) In accordance with 49 CFR 26.13(a), as amended, the Recipient assures NITA that it shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement or the award and performance of any subcontract hereunder. Furthermore, the Recipient shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT-assisted contracts. Failure by the Recipient to carry out these requirements is a material breach of this Agreement, which may result in its termination or such other remedy as NITA deems appropriate.

(b) Any Recipient with an FTA approved Disadvantaged Business Enterprise (DBE) program shall include the funds provided in this Agreement when submitting DBE-related data in reports required by the FTA pursuant to its approved program. NITA shall receive copies of all such reports and will not be responsible for providing DBE-related data to the FTA regarding the funds provided in this Agreement.

(c) Any Recipient without an FTA approved DBE program shall adopt and abide by NITA's DBE program, which is incorporated as though fully set forth herein. The Recipient must inform NITA whether it intends to abide by its own, or NITA's DBE program.

(d) The Recipient shall agree to include the language set forth in this DBE Assurance in each subcontract it executes.

ARTICLE XXII: ENVIRONMENTAL COMPLIANCE

The Recipient shall comply with and shall require its contractors and subcontractors to comply with all federal, state, and local laws, rules, regulations, and ordinances imposing environmental, resource conservation, and energy requirements with respect to the Project. The Recipient expressly understands that the following items do not constitute the Recipient's entire obligation to meet federal requirements. The Recipient agrees to comply with the following requests:

22.1 Energy Conservation – The Recipient and its contractors at all tiers shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 USC 6321 *et seq*.

ARTICLE XXIII: DRUG FREE WORKPLACE

23.1 The Recipient certifies and agrees that it will provide a drug-free workplace as required by the Drug Free Workplace Act,30 ILCS 580/1 *et seq.*, and that it will comply with all provisions thereof. Further, the Recipient agrees to comply with the Drug Free Workplace Act, and U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)", 49 CFR 32, and other U.S. DOT and FTA regulations and guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated.

23.2 If applicable, the Recipient also agrees to comply with all aspects of the anti-drug program outlined in the "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" regulation, 49 CFR 655; "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" regulation, 49 CFR 40, and to require contractors and subcontractors, when applicable under 49 USC 5331 and 49 CFR 655, to do the same.

23.3 Confidentiality – Drugs or Alcohol Abuse. The Recipient shall comply with, and agrees to include the following requirements in each contract or subcontract, applicable state and federal requirements of confidentiality, including 42 USC 290dd-2 and 42 CFR 2, and other applicable Civil Rights provisions, including any amendments.

ARTICLE XXIV: RESTRICTIONS ON LOBBYING

24.1 (a) If this Agreement provides funding in whole or in part from federal funds for a Project(s), the Recipient agrees to comply with Section 319 of the 1990 Department of Interior and Related Agencies Appropriations Act, 31 USC 1352 relating to restrictions on influencing or attempting to influence federal officials in connection with grants, cooperative agreements, or contracts. The Recipient shall certify its compliance with this Act as specifically described in subparagraphs (b) and (c) below by signing the attached Exhibit F, Certification Regarding Lobbying.

(b) The Recipient agrees that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(c) The Recipient further agrees that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(d) The Recipient shall require that the language of this Article XXIV be included in the award documents for all third-party contracts and that all such contractors shall sign Exhibit F, Certification Regarding Lobbying and disclose accordingly.

ARTICLE XXV: PUBLIC RELATIONS

25.1 The Recipient agrees to notify NITA of the following: (i) upon receipt of any media, press, or mass information distribution system inquiry regarding the Project(s); (ii) upon receipt of any request for documents pursuant to the Freedom of Information Act (FOIA) pertaining to the Project(s); (iii) prior to issuing any press release or other media statement regarding the Project(s). The Recipient acknowledges that the duty to notify NITA extends through Project(s) completion, and potentially beyond the term of this Agreement.

ARTICLE XXVI: SEVERABILITY

26.1 If any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would continue to conform to the purposes, terms, and requirements of applicable law.

ARTICLE XXVII: ASSIGNMENT AND AGREEMENT

27.1 This Agreement shall not be assigned, transferred, conveyed, sublet, or otherwise disposed of by the Recipient without the prior written consent of NITA.

ARTICLE XXVIII: AMENDMENT

28.1 The parties agree that no change of the aggregate amount of all Project Budgets or a modification in scope of this Agreement shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement. No work shall be commenced and no costs or obligations incurred in consequence of any amendment to this Agreement or any attachments hereto unless and until such amendment has been executed and made a part of this Agreement and Exhibit A, Scope of Services, and Exhibit B, Project Budget, for each Project as appropriate, has been amended to conform thereto.

ARTICLE XXIX: TITLES

29.1 The parties agree that the titles of the articles and paragraphs of this Agreement are inserted for convenience of identification only and shall not be considered for any other purpose.

ARTICLE XXX: OWNERSHIP OF DOCUMENTS/TITLE TO WORK

30.1 All documents, data, and records produced by Recipient and its contractors in carrying out Recipient's obligations and services hereunder, without limitation and whether preliminary or final, as between NITA and Recipient shall become and remain the property of NITA. NITA shall have the right to use all such documents, data, and records without restriction or limitation and without additional compensation to Recipient. All documents, data, and records utilized in performing research shall be available for examination by NITA upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data, and records shall, at the option of NITA, be appropriately arranged, indexed, and delivered to NITA by Recipient.

30.2 In accordance with 37 CFR 401, if any invention, improvement, or discovery of the Recipient or any of its subconsultants is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Recipient agrees to notify NITA, IDOT and FTA immediately and provide a detailed report. The rights and responsibilities of the Recipient, its subcontractors, NITA, IDOT, and FTA, with respect to such invention, improvement, or discovery will be determined in accordance with applicable state and federal laws, regulations, policies, and any waiver thereof. The Recipient agrees to insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

30.3 Rights in Data and Copyrights: The Recipient agrees as follows:

(a) The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media, such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms, such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to project administration.

(b) The following provisions apply to all subject data first produced in the performance of this Agreement:

(1) Except for its own internal use, the Recipient may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so, without the written consent of NITA, IDOT, or FTA, until such time as NITA, IDOT, or FTA, may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institutions.

(2) As authorized by applicable federal grant requirements, including 2 CFR 200, , NITA, IDOT and FTA reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "federal and state government purposes:"

(i) Any subject data developed under a grant, cooperative agreement, subgrant, subagreement, or third-party contract, irrespective of whether or not a copyright has been obtained; and

(ii) Any rights of copyright to which a third-party consultant purchases ownership with federal or state assistance.

(c) When the federal or state government provides assistance to a grantee for a Project involving planning, research, development, or a demonstration, it is generally FTA and IDOT's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA or IDOT determine otherwise, the recipient of IDOT or FTA assistance to support planning, research, development, or a demonstration financed under the Acts, as amended, understands and agrees that, in addition to the rights set forth in Section 30.3 (b) above, IDOT or FTA may make available to any government grantee, third-party consultant, or third-party subconsultant, either the federal or state

government's license in the copyright to the subject data first produced under this Agreement. In the event that such a Project, which is the subject of this Agreement, is not completed for any reason whatsoever, all data developed under that Project shall become subject data as defined in Section 30.3 (a) above, and shall be delivered as NITA may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the Recipient's use, which costs are financed in whole or in part with IDOT or FTA assistance for transportation capital projects.

(d) Unless prohibited by state law, the Recipient agrees to indemnify, save, and hold harmless NITA, the State of Illinois, and FTA, as their officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. The Recipient shall not be required to indemnify NITA, the State of Illinois, and FTA for any such liability arising out of the wrongful acts of employees or agents of NITA, the State of Illinois, or FTA.

(e) Nothing contained in this section on rights in data shall imply a license to NITA, IDOT or FTA under any patent to be construed as affecting the scope of any license or other right otherwise granted to NITA, IDOT, and FTA under any patent.

(f) The requirements of Subsections (c), (d), and (e) of Section 30.3 above, do not apply to material furnished to the Recipient by NITA, IDOT, and FTA and incorporated in the work carried out under this Agreement, provided that such incorporated material is identified by the Recipient at time of delivery of such work.

(g) The Recipient understands and agrees that data and information submitted to NITA, IDOT, or FTA may be required to be made available under FOIA or other state or federal statutes in accordance with 49 CFR 19.36, as revised.

ARTICLE XXXI: ETHICS

31.1 Bribery - Nongovernmental Grantees and third-party contractors shall certify that they have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government. They also certify that they have not admitted guilt of such conduct which is a matter of record, nor do they have an official, agent, or employee who has committed bribery or attempted bribery on the firm's behalf under the direction or authorization of one of the Grantee's responsible officials. They also certify that they have not been barred from contracting with a State or local governmental unit as a result of a violation of Title III, Part E, Article 33 of the Illinois Criminal Code.

ARTICLE XXXII: PRIVACY

32.1 Should the Grantee, or any of its third-party contractors, or their employees, administer any system of records on behalf of the Federal or State Government, the Privacy Act of

1974, 5 USC 552 and 49 CFR 10, Subpart C, imposes information restrictions on the party managing the system of records.

ARTICLE XXXIII: DOCUMENTS FORMING THIS AGREEMENT

33.1 The parties agree that this constitutes the entire Agreement between the parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth or incorporated by reference in the Agreement and that all prior arrangements and understandings in the connection are merged into and contained in this Agreement. The parties hereto further agree that this Agreement consists of this "Technical Services Agreement," and:

- Exhibit A, Scope of Services
- Exhibit B, Project Budget
- Exhibit C, Federal Certifications and Assurances
- Exhibit D, Annual Certification to Comply with Code of Federal Regulations (CFR) – Title 2, Part 200 Audit Requirements
- Exhibit E, Program Management Plan (PMP)
- Exhibit F, Certification Regarding Lobbying

ARTICLE XXXIV: SPECIAL CONDITIONS

34.1 The Recipient shall submit quarterly progress reports in accordance with NITA's schedule. The Recipient also agrees to submit invoices for reimbursement on a monthly basis. The Recipient also agrees to submit its single audit report and certification form to NITA nine (9) months after the end of the fiscal year, submit invoices for reimbursement on a monthly basis, and provide NITA with notification of any staff changes as they occur.

ARTICLE XXXV: MISCELLANEOUS

35.1 Notices. All notices, other communications and approvals required or permitted by this Agreement shall be in writing and shall be delivered, sent by certified or registered mail (return receipt requested and postage prepaid), addressed as follows:

(a) in the case of NITA:
175 West Jackson Boulevard
Suite 1550
Chicago, Illinois 60604
Attention: Sr. DED, Capital Programming and Planning

(b) in the case of the Recipient:
Kane County Division of Transportation
41W011 Burlington Road
St. Charles, Illinois 60175
Attention: Chief of Planning and Programming

or such other persons or addresses as either party may from time to time designate by notice to the other. All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the addresses specified. All notices required hereunder shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the mail.

35.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions, and understandings, written or oral, between the parties.

35.3 Governing Law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the State of Illinois (excluding any conflict of laws rule or principle which might refer such interpretation to the laws of another jurisdiction). Disputes which arise as a result of this Agreement will be heard in the Circuit Court of Cook County or the United States District Court for the Northern District of Illinois.

35.4 Digital and Electronic Signatures. The parties hereby agree that this Agreement may be signed via electronic or digital signature. The parties further agree that the electronic or digital signatures appearing on and affixed to this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility, and are acknowledged as compliant with federal and state law and as secure electronic signatures pursuant to the Uniform Electronic Transactions Act,815 ILCS 333/1 *et seq.*, or any successor law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

RECIPIENT: COUNTY OF KANE

By: _____ Date: _____
CORINNE PIEROG
KANE COUNTY BOARD CHAIR

NORTHERN ILLINOIS TRANSIT AUTHORITY

By: _____ Date: _____
LEANNE P. REDDEN
EXECUTIVE DIRECTOR

EXHIBIT A

SCOPE OF SERVICES
for
S5310-2026-04

Applicant: **County of Kane**

RTA Project Number: **202600401**

Project Name: **RIK Paratransit Program**

Project Description:

Ride in Kane Paratransit program will utilize the funds to continue providing curb to curb transportation services for eligible seniors and individuals with disabilities residing in Kane County. The program operates 24/7, 365 days a year providing rides to and from medical appointments, employment, shopping, and community activities. The program is designed to provide equitable, countywide service regardless of where a rider lives in Kane County improving mobility, independence, and quality of life for some of the county's most transportation-disadvantaged populations.

This project is not Research & Development.

EXHIBIT B

PROJECT BUDGET
for
S5310-2026-04

Applicant: COUNTY OF KANE

Total Project Budget: **$5,170,000**

RTA Project Number/ Title:	**202600401**	**RIK Paratransit Program**

	Project Budget	**Inkind**	**Expected Project Funds**	
			Cash	**Share**
RTA	**$2,585,000**	$0.00	$0.00	50.00%
Local	**$2,585,000**	$0.00	$0.00	50.00%
Other		$0.00	$0.00	0.00%
Indirect Cost Rate		$0.00	$0.00	0.00%
Total:	**$5,170,000**	**$0.00**	**$0.00**	**100.00%**

FEDERAL FISCAL YEAR 2026 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: **County of Kane**

The Applicant certifies to the applicable provisions of all categories: (*check here*) _____.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category		Certification
01	Certifications and Assurances Required of Every Applicant	X
02	Public Transportation Agency Safety Plans	
03	Tax Liability and Felony Convictions	
04	Private Sector Protections	
05	Transit Asset Management Plan	
06	Rolling Stock Buy America Reviews and Bus Testing	
07	Urbanized Area Formula Grants Program	X
08	Formula Grants for Rural Areas	
09	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	
10	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	
11	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	X

12	State of Good Repair Grants	_____
13	Infrastructure Finance Programs	_____
14	Alcohol and Controlled Substances Testing	X
15	Rail Safety Training and Oversight	_____
16	Demand Responsive Service	X
17	Interest and Financing Costs	_____
18	Cybersecurity Certification for Rail Rolling Stock and Operations	_____
19	Tribal Transit Programs	_____
20	Emergency Relief Program	_____

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: **County of Kane**

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may seek in the future, of federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq*., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature_____ Date: _____

Name_____ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): **County of Kane**

As the undersigned Attorney for the above-named Applicant, I hereby affirm the Applicant has the authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature_____ Date: _____

Name_____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is not part of a certification and is of no legal effect. Its purpose is to provide explanation and context for the certification.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

(b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

(c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

(d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

(e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

(f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21, including any amendments thereto;
(2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
(3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
(4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
(5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
(6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
(7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
(8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
(9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
(10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
(11) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act") (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

(h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

(i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction sub-agreements.

(j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

(k) Will comply with environmental standards which may be prescribed pursuant to the following:

(1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;

(2) Notification of violating facilities pursuant to EO 11738;

(3) Protection of wetlands pursuant to EO 11990;

(4) Evaluation of flood hazards in floodplains in accordance with EO 11988;

(5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);

(6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);

(7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and

(8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).

(l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).

(n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

(o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

(p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

(q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201.

(r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.

(s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:

(1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;

(2) Procuring a commercial sex act during the period of time that the award is in effect; or

(3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

(b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.

(c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews. Additionally, 2 CFR § 200.216(e) states that by accepting a grant, the recipient is certifying its compliance with that section ("Prohibition on certain telecommunications and video surveillance equipment or services").

The applicant certifies that its procurement system complies with:

(a) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 "Procurement Standards;
(b) Federal laws, regulations, and requirements applicable to FTA procurements; and
(c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.
(d) 2 CFR § 200.216, "Prohibition on certain telecommunications and video surveillance equipment or services."

1.4. Increased Micro-Purchase Threshold.

A recipient may establish a micro-purchase threshold that is higher than the Federal micro-purchase threshold. Pursuant to 2 CFR § 200.320(a)(1)(iv), the recipient may self-certify a micro-purchase threshold up to $50,000. Pursuant to 2 CFR § 200.320(a)(1)(v), the recipient may set a micro-purchase threshold higher than $50,000, but only with the approval of the recipient's Federal cognizant agency for indirect costs. To determine an applicant's cognizant agency for indirect costs, consult the definition of "cognizant agency for indirect costs" in 2 CFR § 200.1.

If the recipient uses a micro-purchase threshold that is higher than the Federal micro-purchase threshold, the recipient certifies:

(a) The recipient's micro-purchase threshold does not exceed $50,000, or the recipient has approval from its Federal cognizant agency for indirect costs to use a higher micro-purchase threshold;
(b) The recipient has a written justification for its micro-purchase threshold; and
(c) The recipient has supporting documentation of any of the following:
    (1) The recipient qualifies as a low-risk auditee, in accordance with the criteria in 2 CFR § 200.520 for the most recent audit;
    (2) The recipient has an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or

(3) For public institutions, a higher threshold is consistent with State law.

1.5. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

(a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;

(b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

(c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification; and

(d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.6. Lobbying.

If the applicant will apply for a grant or cooperative agreement exceeding $100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding $150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

1.6.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

1.6.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement

shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

1.7. Real Property Use

This certification responds to Recommendation #7 in the U.S. Department of Transportation's Office of Inspector General Report FS2024025 (May 20, 2024).

If the applicant will use assistance provided by the Federal Transit Administration to acquire or improve real property, the applicant certifies that it will comply with the requirements of 2 CFR § 200.311, including but not limited to, requirements to use the property for the purposes authorized in its award, and to seek disposition instructions from FTA when the property no longer is needed for any authorized purpose.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

(a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and

(b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax-exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2026, Pub. L. 119-75, div. E, tit. VII §§ 744-745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association", and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

(a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

4.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third-party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

4.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

(a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
   (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
   (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
   (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
   (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.

(3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 5. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 6. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

6.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

6.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility established in accordance with 49 U.S.C. § 5318 (currently the Larson Transportation Institute's Bus Research and Testing Center at Pennsylvania State University) and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 7. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act ("TIFIA") (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;

(b) Has or will have satisfactory continuing control over the use of equipment and facilities;

(c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;

(d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—

  (1) Senior;

  (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and

  (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);

(e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);

(f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);

(g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);

(h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);

(i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;

(j) Either—

(1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or

(2) Has decided that the expenditure for security projects is not necessary;

(k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and

(l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 8. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5311(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

(a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—

(1) Provides a fair distribution of amounts in the State, including Indian reservations; and

(2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

(b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected

intercity bus service providers, and the intercity bus service needs of the State are being met adequately.

(c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—

(1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and

(2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 9. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,

(b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.

(c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and

(d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 10. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 7 or Category 8.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in 49 U.S.C. § 5339(c)(1)) or related infrastructure under 49 U.S.C. § 5339(b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 11. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 7, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 7 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 7, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

(a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;

(b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;

(c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and

(d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 12. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 13. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 7 for the Urbanized Area Formula Grants Program, Category 9 for the Fixed Guideway Capital Investment Grants program, and Category 12 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 7, 9, and 12 by reference.

CATEGORY 14. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 15. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

(a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
(b) Compliant with the requirements of 49 CFR Part 674, "Sate Safety Oversight".

CATEGORY 16. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

(a) Response time;
(b) Fares;
(c) Geographic area of service;
(d) Hours and days of service;

(e) Restrictions or priorities based on trip purpose;
(f) Availability of information and reservation capability; and
(g) Any constraints on capacity or service availability.

CATEGORY 17. INTEREST AND FINANCING COSTS.

*If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (*see *49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).*

The applicant certifies that:

(a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
(b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 18. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit https://www.nist.gov/cyberframework *and* https://www.cisa.gov/.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 19. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant

must select the Certifications in this Category, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

(a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

(b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

(c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.

(d) With respect to its procurement system:
   (1) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, for Awards made on or after December 26, 2014,
   (2) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
   (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.

(e) It will comply with the Certifications, Assurances, and Agreements in:
   (1) Category 4.1 and 4.2 (Charter Service Agreement and School Bus Agreement),
   (2) Category 5 (Transit Asset Management Plan),
   (3) Category 6.1 and 6.2 (Rolling Stock Buy America Reviews and Bus Testing),
   (4) Category 8 (Formula Grants for Rural Areas),
   (5) Category 14 (Alcohol and Controlled Substances Testing), and
   (6) Category 16 (Demand Responsive Service).

CATEGORY 20. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

EXHIBIT D

INSTRUCTIONS FOR ANNUAL CERTIFICATION TO COMPLY WITH CODE OF FEDERAL REGULATIONS (CFR) – TITLE 2, PART 200

Project Name: RIK Paratransit Service

Does this Project receive federal funds? ☒ Yes ☐ No

Amount of federal funds $2,585,000

Federal Project Number: IL-2026-003

ALN Number*, Federal Agency, Program Title: 20.513 Section 5310

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

The Northern Illinois Transit Authority is required by federal law to obtain and review the single audit of all Grantees that had any federally participating funds pass through it, irrespective of the amount provided by NITA. It is the responsibility of the Grantee expending federal funds to comply with the requirements of CFR, Title 2, Part 200 and determine whether they are required to have a single audit performed. Therefore, in accordance with CFR, Title 2-Subtitle A, Chapter II, Part 200, Subpart F, *Audit Requirements*, you are required to have a single audit performed if $1,000,000 or more in federal awards from all sources including other agencies were expended in the fiscal year. To comply with this provision, the following must be submitted:

- The Grantee must submit to NITA the attached Certification Form annually within one month of the close of the fiscal year.

- If applicable, a copy of the report of the single audit must be submitted no more than nine months after the end of the Grantee's fiscal year.

If your agency receives multiple awards from NITA, only one annual submittal of this information is required.

The single audit must be comprised of four parts. The Grantee has the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with CFR, Title 2, Part 200.

Additional information which should be submitted to NITA, if applicable:

1. Corrective Action Plan(s)
2. Management Letter
3. Status of Prior Year Findings

CODE OF FEDERAL REGULATIONS (CFR) – TITLE 2, PART 200
AUDIT REQUIREMENTS CERTIFICATION FORM

Grantee's Legal Name: County of Kane

Grantee's Address: _____

Grantee's Fiscal Year*: _____
(month) (day) (year) (month) (day) (year)

*A **fiscal year** (or financial year, or sometimes budget year) is a period used for calculating annual ("yearly") financial statements in businesses and other organizations. The fiscal year is **not** your TSA contract period. Please indicate above the fiscal year this certification covers.

Project Name(s): RIK Paratransit Service

Please (1) check the appropriate box, (2) sign below, and (3) return this certification to the address below.

☐ I certify our agency did not expend $1,000,000 or more in federal awards during the fiscal year entered above and was not required to have a single audit conducted.

☐ Our agency will submit the audit no more than nine months after the end of the fiscal year.

Grantee's Signature:_____ Date:_____

Print Name and Title: _____

Phone: (_____)_____ E-Mail: _____

Please email to: Lalaine Alvarez, Director, Audit
alvarezl@rtachicago.org

EXHIBIT E

Section 5310

Program Management Plan
February 2025

Regional Transportation Authority

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Introduction

Overview of the Regional Transportation Authority

The Illinois State Legislature created the RTA in 1974 to provide public transportation in the six counties of Cook, DuPage, Kane, Lake, McHenry, and Will Counties. The RTA, governed by a 16-member Board, is responsible for fiscal planning and policy oversight of public transportation in the six county RTA region. The actual operation of transit services is the responsibility of the RTA's service boards: the Chicago Transit Authority (CTA), the Commuter Rail Division (Metra), and the Suburban Bus Division (Pace).

Overview of the Section 5310 Program

The Enhanced Mobility of Seniors and Individuals with Disabilities Program (Section 5310) is a federal program administered by the Federal Transit Administration (FTA). The goal of the program is to improve mobility for seniors and individuals with disabilities throughout the country by removing barriers to transportation service and expanding transportation mobility options. The program supports transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities. Toward this goal, FTA provides financial assistance for transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities in all areas—large urbanized, small urbanized, and rural.

The Governor of Illinois designated the RTA to receive and dispense FTA Section 5310 funds. The RTA as the designated recipient is responsible for overseeing and administering a portion of the Section 5310 program in Northeastern Illinois that includes the six-county RTA region, comprising Cook, DuPage, Kane, Lake, McHenry and Will counties, plus the urbanized portions of Kendall County, Sandwich Township (DeKalb County), Somonauk Township (DeKalb County), and Aux Sable Township (Grundy County). The Illinois Department of Transportation (IDOT) is co-designated recipient of Section 5310 funding and administers vehicle purchasing through its Combined Vehicle Program.

Overview of the Program Management Plan

This Program Management Plan (PMP) describes the Regional Transportation Authority's (RTA) policies and procedures for administering the Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program. The RTA developed the PMP in accordance with current Federal Transit Laws and regulations as well as Circular 9070.1G. The PMP facilitates RTA's management and administration of the Section 5310 program in accordance with federal requirements. It also serves as a Section 5310 program guide to the general public and prospective applicants and will assist the FTA in its oversight responsibilities by documenting RTA's procedures and policies for administering these programs. As the designated recipient, the RTA is required to have an approved PMP on file with the FTA Region V office and to update it regularly to incorporate any changes in program management or new requirements. The PMP will be incorporated by reference and made a part of every Technical Services Agreement (TSA) between the RTA and any subrecipient of Section 5310 funds.

Program Goals & Objectives

The following goals were developed in coordination with the Human Services Transportation Plan (HSTP) Project Advisory Committee, a group of regional stakeholders who serve as an advisory committee to the RTA:

- Improve mobility for seniors and individuals with disabilities throughout Northeastern Illinois by removing barriers to transportation services and expanding the transportation mobility options available. Toward this goal, RTA will provide financial and technical

assistance to prospective awardees for transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities.

- Meet the federal requirements associated with receiving FTA funding Section 5310.
- Develop projects that encourage local coordination efforts.
- Facilitate the flow and appropriate level of Section 5310 program funding to the region by ensuring that the HSTP fully complies with the federal regulations and with the spirit and intent of the Section 5310 Program.
- Establish a framework by which proposed projects requesting Section 5310 program funding can be solicited and selected through a fair and equitable process.
- Ensure that all components of the Plan/Programs have benefited from a comprehensive public involvement effort that has effectively reached out to public, private, and non-profit transportation providers, human services providers and other stakeholders representing persons with disabilities, seniors, and the general public.
- Encourage not only coordination among services supported by the Section 5310 Program, but also coordination among the broad array of community transportation services in the seven-county region.

Roles & Responsibilities

Federal Transit Administration (FTA)

The FTA, through its Region V Office in Chicago, has federal oversight responsibilities for local public and specialized transportation assistance programs. Regional responsibilities include reviewing and approving grant applications, program management plans, and grant management activities.

HSTP Project Advisory Committee (PAC)

This committee of regional stakeholders helped update the Human Services Transportation Plan (HSTP). The members include representatives from the RTA Service Boards, IDOT, CMAP, the seven Northeastern Illinois counties, human services agencies that reflect populations of seniors, individuals with disabilities and low-income individuals and private non-profit and private for-profit agencies. The HSTP PAC will continue to serve as an advisory body to the RTA, focusing on the ongoing implementation of the HSTP and administration of the Section 5310 program.

Project Selection Team (PST)

The project selection team (PST) is made up of five representatives: two representatives from the RTA, one from the Illinois Department of Transportation (IDOT), one from the Chicago Metropolitan Agency for Planning (CMAP) and one from Easterseals. The PST members review each of the applications, listen to presentations from each applicant, and score based on the criteria (identified later in this document) and recommend a Program of Projects that is released for public comment.

Regional Transportation Authority (RTA)

The RTA as a designated recipient is responsible for overseeing and administering the Section 5310 Program in Northeastern Illinois including the development a biennial Program

of Projects (POP)[1]. In this capacity, the RTA also solicits applications, reviews and selects applications for funding, approves the POP, and submits the POP with the award applications to FTA. In addition, the RTA distributes award funds, conducts program planning, certifies the eligibility of applicants and project activities, monitors project activity for compliance with federal requirements, monitors usage of program assets by awardee, and oversees project audit and close-out. The RTA also provides ongoing technical assistance to subrecipients and prospective subrecipients.

RTA is responsible for leading the development of the HSTP and will be responsible for certifying that projects receiving Section 5310 funding were included in the HSTP. The RTA also staffs the HSTP Project Advisory Committee (PAC) and the Project Selection Team. The Project Selection Team is responsible for conducting the technical evaluation of project submittals in accordance with the HSTP.

Illinois Department of Transportation (IDOT)

IDOT is a co-designated recipient of Section 5310 funds. The co-designation status was approved by the Chicago Metropolitan Agency for Planning (CMAP), the Metropolitan Planning Organization (MPO) for Northeastern Illinois. Under this arrangement, IDOT will be responsible for project selection and the award of Section 5310 funded paratransit vehicles and RTA will be responsible for all other Section 5310 projects.

IDOT will solicit applications for the Combined Vehicle Program (CVP), review the applications and select awardees. This funding will be for the purchase of lift and ramp-equipped paratransit vehicles for eligible program recipients. IDOT also remains the agency responsible for the management of that program. IDOT is a member of the HSTP PAC and a member of the Project Selection Team.

Chicago Metropolitan Agency for Planning (CMAP)

The Chicago Metropolitan Agency for Planning (CMAP) is the regional planning agency for northeastern Illinois and staffs the MPO Policy Committee, which is designated as the region's Metropolitan Planning Organization (MPO). CMAP has an established committee structure to help carry out the functions of the agency. The CMAP Transportation Committee is charged with promoting a regional transportation system that is safe, efficient, and accessible while sustaining the region's vision related to the natural environment, economic and community development, social equity, and public health. The Transportation Committee includes public and private transportation providers, IDOT, representatives of municipalities and the counties of Northeastern Illinois. The Transportation Committee is also responsible for recommending projects for inclusion in the region's long-range plan and the region's Transportation Improvement Program. The updated HSTP was presented to the CMAP Transportation Committee as well as the CMAP MPO Policy Committee for endorsement.

Once a recommended POP is developed, it is submitted to the CMAP Transportation Committee during the public comment period for information purposes. A CMAP staff member also serves on the Project Selection Team. In addition, RTA has adopted the public participation requirements of the MPO in accordance with the FTA C 9030.1E Chapter V, Section 6d.

[1] The Program of Projects (POP) consists of projects (and the associated budgets) selected by the project selection team from the pool of applications submitted during the call for projects.

Coordination

The Coordinated Public Transit – Human Services Transportation Plan

The Coordinated Public Transit-Human Service Transportation Plan (HSTP) was first developed in 2007 and updated in 2013 to reflect the creation of the Section 5310 program as part of new transportation legislation at the time, Moving Ahead for Progress in the 21st Century (MAP-21) and most recently updated in 2021. The updated HSTP is included in this document as Exhibit A.

The creation of the HSTP and subsequent updates to the document was a collaborative planning effort led by the RTA to identify and recommend regional and local strategies that encourage the most effective use of available community transportation services to enhance mobility for the region's older adults, persons with disabilities and persons with low incomes. The scope of the project covered the seven counties of Cook, DuPage, Lake, Kane, McHenry, and Will, as well as urbanized portions of Kendall County, Aux Sable Township in Grundy County and Sandwich and Somonauk Townships in DeKalb County. Recommendations were derived from extensive outreach to stakeholders, riders and rider representatives.

Any projects to be funded with Section 5310 funding must be derived from or be included in a locally developed human services coordinated plan, such as the HSTP. Beginning with the FY2022-FY2035 program, capital / infrastructure projects submitted by the Service Boards will be allowed and considered by the Project Selection Committee. Ongoing operating projects have experienced COVID-related decreases in ridership, lowering the demand for operating funding. However, appropriations for the Section 5310 program have increased as a result of the Infrastructure Investment and Jobs Act (IIJA). To make use of the federal funding, these capital / infrastructure projects will be accepted, despite not being a specific recommendation in the HSTP.

Eligible Subrecipients

Entities considered eligible under federal guidelines for the Section 5310 Programs are eligible for funding in Northeastern Illinois. Generally, private non-profit organizations, or state or local government authorities that: (1) is approved by a state to coordinate services for seniors and individuals with disabilities; or (2) certifies that there are no non-profit organizations readily available in the area to provide the service. Governmental authorities eligible to apply for Section 5310 funds as "coordinators of services for seniors and individuals with disabilities" are those designated by the state to coordinate human service activities in a particular area. Examples of such eligible governmental authorities are a county agency on aging or a public transit provider which the state has identified as the lead agency to coordinate transportation services funded by multiple federal or state human service programs.

Private taxi companies that provide shared-ride taxi service to the general public on a regular basis are operators of public transportation, and therefore eligible subrecipients. "Shared-ride" means two or more passengers in the same vehicle who are otherwise not traveling together. Similar to general public and ADA demand response service, every trip does not have to be shared-ride in order for a taxi company to be considered a shared-ride operator, but the general nature of the service must include shared rides.

The RTA encourages prospective applicants, which may not have the resources to assume the responsibilities of a subrecipient, to consider partnering with an RTA Service Board when the proposed project is within the RTA six-county area. A successful partnering approach eases the administrative burden on the smaller or inexperienced agency, while allowing the public transit operator and partnering agency to pool their expertise to develop a successful project.

Local Share & Local Funding Requirements

The use of non-cash or soft match for Section 5310 projects is more restrictive than federal guidelines.

Restricting the use of non-cash match is designed to be consistent with and supportive of developing sustainable projects, a policy that has been strongly supported by the PAC. Obtaining the local cash match for a project in its initial stages, combined with other forms of local support, is a strong indicator of the potential sustainability of the project and thereby is encouraged by this policy.

Federal guidelines allow for non-cash match provided either through donations, volunteer services and in-kind contributions or through the use of transportation development credits[2]. The RTA has elected to not allow the use of non-cash match at this time. If a project is providing service through a contract operator and the project meets the definition of a "traditional" capital project[3], that awardee will still provide the equivalent of a 50% match for the contracted operations. The RTA retains discretion to allow for a 20% match (where allowable) in instances of financial need or hardship. This decision was reached to maintain equity among projects that are providing operations and to discourage additional reliance on federal assistance. One issue that was cited by the PAC and in a previous version of the HSTP is the difficulty of achieving financial sustainability for these services. It was felt that increasing the federal share for projects is counterproductive to developing sustainable projects.

Local match funding must be drawn down at the same rate as awarded Section 5310 funds. This is to prevent delayed FTA drawdowns and potential loss of FTA funding due to inactivity.

IDOT will be responsible for the awarding and purchase of Section 5310 vehicles, as noted previously. RTA will not be accepting applications for vehicles.

Project Selection Criteria & Method of Distributing Funds

Overview of Project Selection and Funding Allocation Process

In determining a fair and equitable process for project selection, the PAC took into consideration the needs of projects that are still in operation and the need to allow for the implementation of new projects.

The following describes the process for funding allocation in the region:

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[2] Under this provision, a state is permitted to use certain toll revenue capital expenditures as a credit toward the non-federal matching share of eligible Transit projects.

[3] Section 5310(b) provides that of the amounts apportioned to states and designated recipients, not less than 55 percent shall be available for traditional Section 5310 projects—those public transportation capital projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, unavailable, or inappropriate. Further, the law provides that a recipient may allocate the funds apportioned to it to a. A private nonprofit organization; or b. A state or local governmental authority that: is approved by a state to coordinate services for seniors and individuals with disabilities; or (2) certifies that there are no nonprofit organizations readily available in the area to provide the service.

- Funds will be allocated to IDOT, the designated recipient that will be responsible for selecting and awarding paratransit vehicles grants, based on the recent annual average of Section 5310 paratransit vehicle awards to Northeastern Illinois recipients.
- The balance of the estimated apportionments each year will be available to RTA. RTA will use this amount to defray RTA administration costs (if needed) and award eligible Section 5310 projects to Northeastern Illinois recipients.
- A competitive call for projects is released on a biennial basis, which allows for awarding two years of funding to potential projects. Applications received will be screened for eligibility by RTA staff. Each applicant is required to provide a presentation of the application to the Project Selection Team, including participating in a question-and-answer session.
- The Project Selection Team utilizes criteria approved by the PAC. In the event RTA submits an application, the RTA will recuse itself from scoring its own application(s) to ensure a fair and transparent project selection process.
- Separately, IDOT will solicit and evaluate paratransit vehicle grant applications in fulfillment of their role as designated recipient for that portion of the program.
- The Project Selection Team may recommend project approval at an amount and scope less than originally requested for any Section 5310 project submitted for consideration. In that instance, consultation will take place with the project applicant. The Selection criteria is summarized in the next section; detailed application and selection criteria are included in Exhibit B.

Project Selection Criteria

Projects are first screened by RTA staff to determine whether they meet the following eligibility criteria:

- The proposed project addresses eligibility criteria laid out in the Section 5310 circular (FTA C 9070.1G, page III-9)
- The proposed project application identifies and addresses an unmet need identified in the HSTP
- The proposed project provides a capital / infrastructure improvement for seniors and people with disabilities.
- A local match will be supplied

Eligible projects are then awarded points based on the following categories:

- Consistency with and support for the HSTP, Transit is the Answer: Five-Year Regional Transit Strategic Plan and CMAP's ON TO 2050 plan.
- Project utilizes or coordinates with existing public transportation providers and private human service agencies
- Project demonstrates coordination between one or more partnering agency and improves access for target population
- Project provides for a mobility management function
- Project markets to the target population and promotes public awareness
- Project coordinates with existing public transportation providers and private human service agencies
- Applicant demonstrates ability to implement proposed project and manage federally-funded grants

- Applicant provides plan for assessing the proposed project's performance through the course of the project, including tracking quarterly data
- For continuing operating projects, the implementation / success of the project based on quarterly data.

Prospective Applicant Outreach Process

Consistent with establishing and maintaining an open and transparent process, the RTA's policy is to disseminate information and provide technical assistance to the maximum extent possible. Prospective applicants and the public are provided information on goals, eligible projects and activities, eligible applicants, selection criteria, description of the project selection process and Project Selection Team, available funding, local match guidelines, and the compliance review program. This information is made available and disseminated through a variety of means:

- The RTA releases notice of the Call for Projects through various databases maintained by the RTA and CMAP, notifying over 3,000 individuals and organizations.
- The Call for Projects timeline and all application materials are available on the RTA Website.
- Program staff will meet with prospective applicants and interested parties in advance of or during the call for projects to answer questions prospective applicants may have.
- The selection process utilizes evaluation criteria developed in consultation with the PAC.
- All applications received and the final approved POP are published on the program website rtachicago.com/section5310.
- The RTA will invite each unsuccessful applicant to a separate debriefing session designed to assist the applicant in understanding why a particular project was not chosen and to help RTA gain insights on how the process may be improved for future calls for projects
- Applicants are provided with RTA staff contact information so they may receive technical assistance with the application or to obtain information on the program.
- Application materials include program information, funding availability and the criteria for screening and/or evaluation of the applications.

Annual Program of Projects Development & Approval Process

Program of Projects Development

A competitive call for projects is held biennially (every other year) to solicit new capital, operating and mobility management projects. Upon the initiation of a call for projects all pertinent materials regarding the selection of projects will be published on the https://www.rtachicago.org/region/section-5310 web site. The call is typically released in the spring with the program of projects selected by the Project Selection Committee (PSC) based on the published eligibility and selection criteria. The recommended program of projects is then presented to the RTA Board for approval in the fall, following a public comment period.

Approval Process Overview

Once the recommended POP is developed by the Project Selection Team, it is released for a public comment period. During this public comment period, the recommended POP is presented to CMAP's Transportation Committee and the HSTP PAC for comment. Upon the conclusion of the public comment period, the RTA Board considers approval of the recommended POP. Once approved by the RTA Board, the projects will be submitted to the Transportation Improvement Program (TIP) [4]and the application will be submitted to FTA for approval.

Administration, Planning & Technical Assistance

Based upon federal transportation legislation and FTA guidelines, designated recipients of Section 5310 funding may utilize up to 10% of each annual apportionment to support program administrative costs including administration, planning, and technical assistance (these funds are referred to as "program administration funds"). This activity may be funded entirely by federal funds and does not require local match. In accordance with these guidelines, the RTA will allow up to 10% of the total fiscal year apportionment allocated to RTA to defray administration, planning and technical assistance expenses. RTA will primarily use these funds for the administration of the Section 5310 program and to provide technical assistance to current and prospective recipients.

Transfer of Funds

Pursuant to C9070.1G, Chapter III, Section 5310 Funds cannot be transferred to other programs. Additionally, funds apportioned for large UZAs cannot be transferred to other areas.

Private Sector Participation

Federal law requires the public to be involved in the transportation planning process, and specifically requires that private providers be provided an opportunity to be consulted in developing transportation plans and programs in both urbanized and rural areas. Public involvement processes must be proactive and provide complete information, timely public notice, full public access to key decisions, and opportunities for early and continuing involvement throughout the transportation planning and programming process. To this end, the HSTP PAC includes private for profit and non-profit representation. As noted previously, the CMAP Transportation Committee also has representatives of both private for profit and private non-profit sector represented, providing these agencies an opportunity to participate in the development of the HSTP and the Section 5310 POP.

[4] The Transportation Improvement Program (TIP) is metropolitan Chicago's agenda of surface transportation projects. The TIP lists all federally funded projects and regionally significant, non-federally funded projects programmed for implementation in the next five years.

Civil Rights

The RTA agrees to comply with all applicable civil rights statutes and implementing regulations notated in the Section 5310 Circular (9070.1G). The RTA filed its most recent Title VI Program with the FTA on October 1, 2023. In addition, the RTA specifically requires in all third-party contracts and grant agreements that the contractor/recipient comply with all requirements of Title VI. Subrecipients are required to maintain and submit to the RTA a Title VI plan that complies with federal requirements.

The RTA last submitted an update to its DBE program to the FTA in July 2014 and submitted its DBE Goal Methodology for FFYs 2023-2025 in July 2022. As required by 49 C.F.R. Part 26 and approved by U.S. DOT, the RTA's DBE Program is incorporated into and made part of its third-party contracts and agreements. The RTA specifically states in its third-party contracts/grant agreements that breach of the RTA DBE Program and/or failure by the contractor/recipient to honor all commitments made to DBEs at the time of award will be considered a breach of contract. In addition, the RTA monitors invoices received to ascertain, among other things, that the contractor/recipient is providing the agreed upon work to any DBE subcontractors/subrecipients and that such DBE companies are being paid in a timely fashion.

Any awardee under FTA programs is required to comply with all applicable Federal civil rights statutes and with the implementing regulations for the statutes. FTA implements the Civil Rights Act of 1964 by prohibiting discrimination under projects, programs or activities receiving financial assistance because of race, color, creed, national origin, sex or age. The laws include: Title VI of the Civil Rights Act of 1964, Equal Employment Opportunity, Disadvantaged Business Enterprise and Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA).

The requirements for Civil Rights compliance are extended to subrecipients. Subrecipient assurances under Title VI and the other civil rights requirements are included in the application for assistance, in the required Annual Certifications and Assurances and in the contract with RTA. Subrecipient awardees are also required to identify any lawsuits or complaints alleging discrimination in service filed with the awardee. Civil rights monitoring will concentrate on how the awardee is providing service. Title VI also assures that funds are passed through to subrecipients and their project without regard to race, color, or national origin.

Subrecipient awardees requesting or receiving capital or operating assistance in excess of $1 million in Federal funds in the previous Federal fiscal year or requests or received planning assistance in excess of $250,000 in the previous Federal fiscal year or employing 100 or more transit-related employees are required to develop and submit an EEO program to the RTA. If the subrecipient meets the foregoing criteria and is also a direct recipient of FTA funds, the subrecipient should continue to submit its EEO program to the FTA. Subrecipients that meet the same monetary threshold but employ 50 or more transit-related employees must prepare and maintain an abbreviated EEO program. EEO programs are developed to ensure that FTA applicants, recipients, subrecipients, contactors, and/or subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability. Actions covered include but are not limited to hiring, promotion or upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, disciplinary actions, rates of pay or other forms of compensation, and selection for training, including apprenticeship. EEO signs need to be posted in conspicuous places, such as an employee break room, and made available to employees and applicants. Subrecipient awardees receiving less than the above amount and employing fewer people need only to post information in their offices.

Awardees receiving more than $250,000 in Federal funds, exclusive of rolling stock, must have DBE plans on file with the RTA. Periodic reports on plan compliance are required. Awardees receiving less than the threshold level must still make good faith efforts to utilize DBE's and must submit periodic reports on these efforts. Subrecipients with an FTA

approved DBE program shall be responsible for including all data relative to expenditures of FTA funds, no matter the intermediate source, in required DBE-related FTA submissions, including those funds utilized as a sub-recipient of an FTA grant to the RTA. This provision applies to subawardees at any tier. The RTA shall receive copies of all such reports.

Section 504 & ADA Reporting

The RTA agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which state the federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts will be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The RTA also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794 which prohibits discrimination of the basis of disability and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, and any subsequent amendments to these laws. Finally, the RTA agrees to comply with applicable laws in implementing federal regulations and directives and any subsequent amendments thereto.

Section 504 of the Rehabilitation Act of 1973 prohibits discrimination on the basis of handicap by recipients of Federal financial assistance. Recipients of FTA funds are required to make special efforts to provide transportation that is accessible to individuals with disabilities.

The RTA will monitor its sub-recipients' compliance with Section 504 and ADA reporting requirements using the same procedure utilized for Civil Rights compliance, as detailed in the previous section.

Program Performance Measures

FTA has established performance measures for Section 5310, which the RTA expanded upon to use in project monitoring and assessment efforts. Designated recipients are responsible for collecting the information from the subrecipients and reporting data to FTA regarding these performance measures. The reporting and data collection measures for the Section 5310 Program will be prescribed in the grant agreements with subrecipients. Further, Subrecipients are also required to provide a plan for assessing the project's success through defined measures as part of their program application. The Circular 9070.1G presents the program measures in Chapter II, at page II-2 and in Chapter VI, at page VI-17.

Designated Recipients and States will submit both quantitative and qualitative information available on each of the following measures, as applicable to each subrecipient:

1. Service Quality: Describe any issues with the operating service including passenger complaints and actions taken to resolve the issue.
2. Mobility Management: What has the Mobility Manager focused on this quarter? What have their accomplishments been?
3. Gaps in Service Filled: Provision of transportation options that would not otherwise be available for seniors and individuals with disabilities measures in numbers of seniors and individuals with disabilities afforded mobility they would not have without program support.
4. Provide the temporal scope of the service: please note the operating hours of the service (days and hours) and note any changes to the service days and hours each quarter. Please also note if any expansion has resulted in new riders.

5. Provide the geographic scope of the service: note the core service area of the operating service, including municipalities and counties covered. Please note any changes to the service area each quarter.
6. Number of Partners or Sponsors: please note the number of partner agencies or sponsors participating in the operating project. Please note the additional or subtraction of partners each quarter.
7. Ridership: Please provide the actual or estimated number of rides (as measured by one-way trips) provided annually for seniors or individuals with disabilities on Section 5310 supported vehicles and services. If applicable, also provide the number of general public riders on the service.
8. Inter-County Transfers or Services: please note any rides that are outside the core service area of the operating service.

Program Management

Subrecipient Awardee Requirements

This section applies to all RTA subrecipient awardees that contract with outside sources under the 5310 Program. If a subrecipient awardee accepts operating assistance, these requirements apply to all third-party purchase orders and contracts, including contracts for operations.

The subrecipient awardee is the entire legal entity even if only a particular component of the entity is designated in the grant agreement and other documents. For the purposes of this Third-Party Contracting guidance, "awardee" also includes any subcontractor of the awardee. Furthermore, the subrecipient awardee is responsible for assuring that its subcontractors comply with the requirements and standards of this manual, and that subcontractors are aware of requirements imposed upon them.

When procuring property and services a subrecipient awardee will follow the same procurement policies and procedures that it uses for procurements using non-RTA awarded funds providing those procedures do not contradict or lower the minimum contracting requirements of this section. Subrecipient awardees must, as a minimum, comply with the requirements of this section and ensure that every purchase order and contract executed by it or a subcontractor using RTA provided funds includes all clauses required by federal statutes and executive orders and their implementing regulations.

Operators and Providers as Subcontractors

Subcontractors of awardees acting as either an operator or provider, which are institutions, hospitals or other nonprofit organizations, will administer contracts in accordance with these Third-Party Contracting guidelines.

Procurement

To ensure compliance with federal procurement requirements, RTA makes guidance and technical assistance accessible to its awardees consistent with oversight responsibilities delegated to RTA by agreements with FTA. Each recipient, including subrecipients, of FTA seeking Federal assistance to acquire property or services in support of its proposed project is requested to certify to FTA, in accordance with FTA Circular 4220.1 and 2 CFR 200, that its procurements and procurement system will comply with all applicable third-party procurement provisions of Federal laws, regulations, and directives, except to the extent FTA has expressly approved otherwise in writing. Certification of compliance will be made a part of each sub-recipient's application and contract with RTA.

The RTA is required to perform reviews of subrecipients in carrying out grant programs with specific reference to their compliance with statutory and administrative requirements.

Accordingly, RTA will review subrecipient procurement policies when a subrecipient plans to pursue a procurement subject to its grant agreement with the RTA. This review will only take place at this time. The review shall establish whether the subrecipient's procurement procedures conform to federal regulations, if not, RTA will require the subrecipient to follow procedures as approved by RTA in accordance with federal regulations.

The RTA's Technical Services Agreement, or "grant agreement," lists all RTA and other state and federal requirements applicable to RTA's awardees. The grant agreement will incorporate this document by reference. Many of these requirements are related to awardee procurements. Awardees are advised to consult the grant agreement for additional guidance and requirements.

Liquidated Damages Provisions

An awardee may use liquidated damages if it may reasonably expect to suffer damages (increased costs on project) from late completion and the extent or amount of such damages can be reasonably determined. The assessment for damages shall be at a specific rate per day for each day of overrun in contract time, and the rate must be specified in the third-party contract. Any liquidated damages recovered shall be credited to the project account involved unless RTA permits otherwise.

Contract Award Announcement

If an awardee announces contract awards with respect to any procurement for goods and services (including construction services) having an aggregate value of $3,000 or more, the awardee shall:

- Specify the amount of RTA provided funds that will be used to finance the acquisition in any announcement of the contract award for such goods or services; and
- Express the said amount as a percentage of the total costs of the planned acquisition.

Contract Provisions

All contracts shall include provisions to define a sound and complete agreement. In addition, contracts and subcontracts shall contain contractual provisions or conditions that allow for:

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, including sanctions and penalties as may be appropriate.
- Termination for cause and for convenience by the awardee or subcontractor including the manner by which it will be affected and the basis for settlement.

Cost Principles and Cost Allocation

This section provides principles for determining costs applicable to service provision performed by operators or providers under third party contracts with an RTA funded awardee; and where applicable, under such grants when the awardee is a multi-purpose organization which provides funded transportation services directly.

These principles make no attempt to identify the circumstances or dictate the extent of agency and subcontractor participation in the financing of a particular project. The principles are designed to provide recognition of the full allocated costs of such an operating assistance project work under generally accepted accounting principles.

No provision for profit or other increment above cost is intended for government and non-profit subrecipients. In addition, wherever the term subcontractor is used in this section, it shall have the same meaning as provider, operator, and third-party contractor.

Policy

The successful application of these principles requires development of mutual understanding between RTA, awardees and their third-party contractors as to their scope, implementation, and interpretation. It is recognized that:

- The arrangements for participation in the financing of an operating assistance project are properly subject to negotiation between the subcontractor and the awardee in accordance with whichever state, federal, and local laws and regulations as may be applicable.
- Each awardee, possessing its own unique combination of staff, facilities, and experience, should be encouraged to provide services in a manner consistent with its approved service plan and objectives.
- Each awardee, in the fulfillment of its obligations, should employ sound management practices.
- The application of the principles established herein should require no significant changes in the generally accepted accounting practices of awardees. Where wide variations exist in the treatment of a given cost item, the reasonableness of such treatments will be fully considered during the rate negotiations and audit.

Application of Cost Principles in Grants Management

RTA will apply these principles and related policy guides in determining the costs incurred for such work under operating assistance projects funded in any part under an RTA grant agreement. These principles should also be used as a guide in the pricing of fixed-price contracts or lump sum agreements with subcontractors.

Allowability of Costs

These are the tests of allowability of costs under these principles:

- Be necessary and reasonable for proper and efficient performance and administration of Federal awards.
- Be allocable to Federal awards under the provisions of this Circular.
- Be authorized or not prohibited under State or local laws or regulations.
- Conform to any limitations or exclusions set forth in these principles, Federal laws, terms and conditions of the Federal award, or other governing regulations as to types or amounts of cost items.
- Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the governmental unit.
- Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.
- Be determined in accordance with generally accepted accounting principles.
- Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period, except as specifically provided by Federal law or regulation.
- Be the net of all applicable credits.
- Be adequately documented.

Direct Costs

Direct costs are those costs which can be identified specifically with a particular project objective or activity which can be directly assigned to the project, relatively easily and with a high degree of accuracy.

Indirect Costs

Indirect costs are those that have been incurred for common or joint objectives and therefore cannot be identified specifically (in whole or in part) with a particular program. Such costs are normally classified under the following functional categories:

- General administration and general expenses;
- Operating assistance and project administration expenses;
- Fixed facility operation and maintenance expenses; and
- Departmental administration expenses.

For additional details regarding cost allocation principles, awardees should refer to either Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 as amended or 2 CFR Part 230, "Cost Principles for Nonprofit Organizations," as amended or Circular 2010.1F: Award Management Requirements, which combines the above guidance into one circular.

Designated Recipient Program Management

The RTA developed a monitoring program and compliance review process to assure compliance with Federal and state requirements and to assist subrecipients with their efforts to improve project management and administration.

In general, receipt of any Federal award carries with it contractual requirements for reporting on the project's progress and for monitoring the use of award monies. Awards made by the Federal Transit Administration (FTA) are additionally monitored through performance reviews, either yearly or triennially, program management plan oversight, and site visits. In many instances, under the 5310 Program, the RTA is directly responsible for monitoring a sub-recipient/awardee's ability to manage, control, and administer Federal funds.

The Review Process for Subrecipients

Prior to the initiation of a grant agreement with a new subrecipient, an orientation meeting is held to review all federal program requirements so that the subrecipient has a clear expectation of what it must do to maintain compliance with federal requirements. Once a subrecipient has an executed grant agreement with the RTA, periodic reviews are undertaken. A full review is required every three years. Its major components are a desk review of files submitted electronically to the RTA and an onsite visit of the awardee's offices and operating facilities. The reviews are customized in accordance with the subrecipient's project activities. For instance, a procurement review will only be undertaken if the subrecipient has a procurement activity or is expected to have a procurement project activity.

The overall compliance review consists of meetings and physically reviewing files, notices, facilities and equipment. The review splits some of the areas for compliance review between the desk review and the site visit depending upon where documentation is maintained or stored and if it is necessary to retain an item at a specific site or that it be posted at a site.

The need for site visits at other times also varies with the type of project involved. While they may coincide with a triennial review, these visits differ from those required every three years. They are generally made to review that the Federal and RTA interest is being maintained and in transit usage. For operating projects, the site visit might be conducted once over the term of the specific Federal grant or the subrecipient agreement. For capital projects, the site would be visited once every two years for the entire term that RTA maintains an interest in the project.

Some compliance items are combined for review because of the interrelated nature of the source documents for an item or their location. A good example of this would be the on-site review of vehicle and equipment maintenance with ADA compliance and continuing control of grant funded property.

Steps in the Review Process:

- Contact with awardee by email to schedule the review
- Desk Review
- Site Visit
- Compliance Report

For general site visits, the RTA has determined that the frequency will vary depending on the type of project involved. Every awardee will be visited before their project is initially implemented. For operating projects, the site will be visited one or more additional times during the term of the grant. For capital projects, the site will be visited once every two years for the entire term that RTA maintains an interest in the project. At final grant close-out RTA staff will visit the project site.

Desk Review

The desk review is performed in the RTA offices and reviews information required to be in the final grant application and ongoing reporting requirements, such as quarterly progress reports, yearly reports or requisitions. Additionally, the RTA will review the subrecipient's website for all Civil Rights requirements including the Title VI Plan.

Site Visit

RTA staff will visit all Section 5310 subrecipients. The administrative purpose of the actual site visit is to:

- Conduct an in person review meeting with the awardee
- Review the compliance areas that pertain to a specific awardee
- Verify compliance with the regulations associated with the receipt of Federal funds
- Review financial records
- Review project records
- Review written policies
- Review preventative maintenance records and inspect vehicles, equipment and facilities
- It also gives RTA and awardee staff members the opportunity to discuss technical issues.

The general structure for the on-site review day includes:

- Entrance conference
- Visit facilities
- Inspect vehicles
- On-site records review
- Exit interview and meeting.

Visiting the facility allows the reviewer to verify that the facility or the part of the facility supporting transit service is in transit usage. Additionally, it allows a general observation on

the facility's condition and whether required signs are properly posted. At some awardee properties it will be necessary to ride a route to review the service and ADA compliance. In the event that an on-site review is not possible, the subrecipient may arrange to review these items virtually via video webinar. A "ride behind" can replace a "ride along" on one of the vehicles to review the vehicle service and ADA compliance. This allows the reviewer to visually inspect without boarding the vehicle.

The awardee can prepare for the on-site review by reviewing a check list that RTA will provide citing the areas being reviewed and the documents that will need to be made available. A finding of non-compliance in an area means that the awardee will need to focus on accumulating or preparing information to reach compliance. RTA staff will be available to provide assistance with reaching compliance. It is very important that appropriate staff members be available for the entire site visit. Appropriate staff members would include the general manager or executive director, the finance manager and the maintenance manager.

Compliance Review Report

Upon the conclusion of the review process a final report will be produced that includes a summary of findings, if any, and their disposition. The report will be based on the results of the on-site review(s) as included in the Compliance Review Report. The Compliance Review Report includes an itemized list of each subject area that may be reviewed as applicable (Exhibit C).

Once a subrecipient is notified of a deficiency, the subrecipient will be requested to respond with a plan to take the corrective action. In an instance where the compliance issue is not resolved to the satisfaction of the RTA, the RTA may:

- Suspend grant fund payments.
- Deem a subrecipient ineligible to receive additional grant funds either within the current program or future programs.
- Audit the subrecipient to determine compliance with contractual obligations.
- Terminate the grant contract(s).

Accounting Systems and Audit

Awardees, operators, and third-party contractors are responsible for establishing and maintaining adequate internal controls over all the functions which relate to project administration and implementation. The control systems must comply with the applicable Federal, FTA Grant Management, Circular 5010.1F and all State of Illinois requirements.

For grants funding services it is important that the service be marketed to the target populations for the program. The awardee should be able to demonstrate that such a program is in place and in use.

The local share for grants must be from non-FTA sources and may include state funds as well as unrestricted Federal funds. Subrecipients are required to have an independent audit for operating grants. This must be prepared by an independent CPA and it must include a schedule of costs, revenues, and expenditures in comparison with the Approved Project Budget. All audits performed must meet the requirements of 2 CFR Part 200 Subpart F and / or Circular 5010.1F, which combines previous guidance under one circular.

The scope of the audit must include an examination of the awardee and/or contractor records and test of transactions sufficient to enable the audit firm to express an opinion on the following items. That the records of receipts, disbursements, assets and liabilities and the presentation of those records in the financial statements of the awardee and/or contractor are in accordance with generally accepted accounting principles. The principles are consistently applied and present fairly the financial positions of the awardee and/or contractor and the results of its operations for the period covered by the audit. That the costs incurred are

eligible under the contract. Finally, the audit must review the degree of compliance with the terms and conditions of the contract, the approved program and with RTA guidance.

Closeout Procedures

RTA will use a two-step process to a move a Federal award to closeout:

Subrecipient Closeout

Subrecipients are responsible for writing "Final Invoice" on the last invoice the subrecipient submits. This process begins when all activities in the Technical Services Agreement (TSA) are completed or all funds in in the agreement are fully expended. A final status report should accompany the final invoice. The final status report should state whether all project goals have been accomplished.

FTA Closeout

The RTA is responsible for administering the Federal grant closeout through the FTA's TrAMS system. The RTA will make any necessary adjustments to the project budget and conduct a final grant project audit as required by Title 2 – Part 200. Grant closeout procedures are outlined in the following FTA Circulars: Section 5310, 9070.1G, page VI-15 and Grant Management Requirements, C. 5010.1E, as revised, page III-14.

"The awardee must initiate close-out of a grant when all approved activities are completed and/or applicable Federal funds expended. All close-out documentation must be submitted within 90 days of the completion of all activities in the grant. This requires notifying FTA by letter or e-mail that the grant is ready for close-out. The awardee should electronically submit the following in TRAMS as part of the grant close-out process: 1) a final budget reflecting actual project costs by scope and activity; 2) a final Federal Financial Report; 3) a final narrative MPR indicating the actual completion date of each ALI; a discussion of each ALI contained in the final budget and list of project property purchased under the grant; 4) a request to deobligate any unexpended balance of Federal funds; and 5) any other reports required as part of the terms and conditions of the grant."

The Milestone Report will include information on the completion of the individual projects as well as the total project. All project records will be maintained by the RTA for three years.

Other Provisions

Prospective applicants are advised to carefully review the requirements of participating in RTA funded programs. In addition to state and local contractual provisions, subrecipient awardees must comply with the various federal requirements governing federal financial assistance programs. Accordingly, prospective applicants and awardees are advised to review the required federal provisions (and source documents) detailed in this section.

Additionally, on November 1, 2024, the FTA released Circular 5010.1F, which is a repository of previously issued guidance for award administration and management activities for all applicable FTA assistance programs. The circular incorporates provisions of the Infrastructure Investment and Jobs Act (IIJA; Pub. L. 117-58 (2021)) and the most current guidance as of the date of publication. In cases where the circular is inconsistent with changes in any statute or regulation, the statute or regulation will supersede this circular. The circular revision also incorporates provisions of U.S. Department of Transportation (USDOT) regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201. These regulations incorporate by reference the Office of Management and Budget (OMB), "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, which supersedes the former OMB circulars on Uniform Administrative Guidance (49 CFR Parts 18 and 19). The most recent updates to 2 CFR Part 200 were published on April 22, 2024, (89 FR 30046) and are

effective October 1, 2024. The date of an award or amendment adding funds may determine the application of the specific regulatory requirements.

Title VI Nondiscrimination

Requires that no person because of race, color, national origin, be excluded from participation in, or denied the benefits of any project funded in whole or in part with federal funds.

Equal Employment Opportunity (EEO)

Requires that any recipient of FTA funds shall not discriminate against any employee or applicant for employment based on race, color, religion, sex, or national origin.

Section 504 of the Federal Transit Act

Prohibits discrimination on the basis of disability by recipients of Federal financial assistance.

Americans with Disabilities Act

Prohibits discrimination against qualified individuals in all programs, activities and services of public entities, as well as imposes specific requirements on public and private providers of public transportation.

Bus Testing Regulations

Requires awardees to certify compliance with the federal bus testing requirements before accepting any new bus model.

Restrictions on Lobbying

Requires that no federal funds are used for lobbying and if other funds are used that specific reporting requirements are met.

Purchasing, including Buy America

> The “Common Rule “, U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,”49 CFR part 18. and “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations,” 49 CFR part 19, permits states to follow the same policies and procedures which they use for procurements funded with non-federal funds, to the extent permitted by Federal statutes and regulations.
>
> The purchasing area includes all third-party purchases and contracts entered into by the awardee with Federal funds. Awardees at a minimum must have established internal procurement procedures. Awardees must ensure that every purchase order and contract issued by the awardee or a subcontractor using Federal funds includes all clauses required by Federal, state, RTA and local statutes, executive orders and implementing regulations.

The RTA permits awardees to follow their own procurement policies provided that the basic Federal Third Party Contracting Guidelines standards are included in the procurement action. Those standards are detailed in FTA Circular 4220.1F, as revised.

If a awardee enters into agreement to operate service with a third party contractor the contractor is obligated to follow FTA procurement guidelines, regardless of the organizational status of the contractor, private for-profit or private non-profit.

Maintenance, Satisfactory Continuing Control, Section 504 and ADA

Section 504 of the Rehabilitation Act, which preceded the Americans with Disabilities Act (ADA), prohibits discrimination of individuals on the basis of handicap by recipients of Federal financial assistance. The ADA, in addition to requiring the provision for complementary paratransit service, requires that vehicles and facilities be accessible. ADA regulations require that public and private entities providing transportation services maintain in operative condition all accessibility features such as lifts, elevators, ramps, securement devices, signage and communication equipment. Review of the awardee's facilities, maintenance procedures and vehicles will include a review of facility accessibility and vehicle accessibility including lifts and other accessibility features. Training materials for operators will be reviewed. A bus route may be ridden to watch the system in operation.

Under State of Illinois guidelines all equipment must be utilized 100% for transit purposes. This is consistent with FTA circulars and their requirements for continuing control of project property (C5010.1E, as revised, Chapter IV – Project Management at Section 3 e (1)) FTA C. 9070.G, at page VI-3, does encourage maximum use of vehicles funded under the program. In all instances the vehicles must be used first for program related needs. Federal policy does allow some incidental use if the other program or project uses are currently or were previously supported with Federal funds. This is considered incidental as long as it does not interfere with the program use outlined in the application.

Safety and Security

The development of formal safety and security plans is mandated for all programs. RTA will provide assistance and direction to subrecipients with the intention of making sure that the subrecipient recognizes the need for and benefit of a safety and security plan. FTA's authority in the area of safety is set forth in 49 USC 5329. Under this section FTA may conduct investigations into safety hazards and security risks. FTA and RTA are both concerned with the safety and security of transit passengers and transit workers.

While conducting the on-site compliance part of the monitoring program RTA staff should be aware of any safety or security issues at the awardee's property.

Manufacturers of vehicles and equipment will have procedures available for the safe operation of their products and for the training of operators. Certain transit providers may be affected by Federal Motor Carrier Safety Regulations and state motor carrier regulations. Insurance carriers expect and may require that specific equipment and operational practices be followed and that workplace safety guidelines be developed. Emergency preparedness procedures should be coordinated with other local agencies and governments.

Awardees should develop screening and training programs for volunteer drivers. The Agency Council on Coordinated Transportation (ACCT) published a guide "Volunteer Drivers – A Guide to Practices" to assist agencies in developing such programs. It contains useful information about managing a volunteer driver program including safety measures.

Charter Bus and School Bus

The Charter Bus requirements, Title 49 U.S.C. 5323(d), generally limit the use by public transportation operators of federally funded equipment and facilities for charters unless there are no willing and able private operators available to operate the charter. Charter regulations (49 CFR Part 604), published in the Federal Register on January 14, 2008 (73 FR 2326) state, at §604.2 (e), "The requirements of this part shall not apply to a recipient that uses Federal financial assistance from FTA for program purposes only, under 49 U.S.C. 5310….." This relieves the operator of a 5310 project from this requirement while operating service under this program.

Additionally at Sub-part B – Exceptions §604.7 provides an exception for recipients providing charter service to a Qualified Human Services Organization. This type of organization is defined as "…an organization that serves persons who qualify for human services or

transportation - related programs or services due to disability, income or advanced age." §604.3(q).

The School Bus requirements, Title 49 U.S.C. 5323(f), prohibit the use of FTA funds for exclusive school bus transportation for school students and school personnel. The regulations do permit regular service to be modified to accommodate students along with the general public.

Drug-Free Workplace and Drug and Alcohol Testing

All recipients of FTA funding are required under 49 CFR part 32 to maintain a drug-free workplace for all employees and to have an anti-drug policy, awareness program and training program. Awardees/subrecipients must notify employees that the use, manufacture, distribution, or possession of a controlled substance is prohibited in the workplace. Illinois state regulations at 30 ILCS 580/1 do require that all awardees certify that they provide a drug-free workplace.

FTA awardees that receive only 5310 program assistance are not subject to FTA's Drug and Alcohol testing rules, but must comply with Federal Motor Carrier Safety Administration (FMCSA) rule for employees who hold Commercial Driver's Licenses (CDL)(49 CFR part 382). All drivers of vehicles designed to transport 16 or more passengers (including the driver) must have a CDL. Mechanics that drive the vehicles must also have a CDL.

Labor Protections

For FTA programs, 49 U.S.C. 5333(a) imposes Davis-Bacon Act prevailing wage requirements on construction projects. Section 5333(a) requires the Secretary ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed with the assistance of loans or grants under Chapter 53 be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

Program Management Plan Revisions

The RTA will submit this PMP to FTA for review and approval. FTA will keep copy of this PMP on file at the FTA Region V offices. An approved PMP remains valid until FTA approves a later plan submitted by the RTA, an FTA management review results in a specific request to the RTA by FTA for a revised PMP, or FTA announces significant new program documentation requirements. The RTA is responsible for revising this PMP to ensure consistency with Federal / FTA requirements. The RTA will issue timely revisions to this PMP, when needed and especially when the information will be helpful to minority applicants, sub-recipients, and third-party contractors that will be affected by the revision.

If the RTA proposes significant revisions to this PMP, the RTA will provide an opportunity for Members of the PAC to provide comments on the proposed changes. Additionally, if this PMP is significantly changed or if the changes are considered "pervasive," the RTA will submit a revised PMP to FTA Region V for review and approval. The RTA is not required to submit minor changes to this PMP to FTA for review and approval; however, the RTA will ensure that FTA Region V is notified regarding changes to this PMP and will provide FTA Region V with an up-to-date copy of this PMP.

Revision Date	Description
September 2018	Updated for FAST Act compliance and streamlining of content most useful for potential applicants and current awardees
March 2021	Updated to reflect the revised Human Services Transportation Plan (HSTP) and new policies and procedures for the Section 5310 program, including local match and funding policies, selection criteria and project selection

Revision Date	Description
	team. CRRSAA apportionment and future recovery funds allocation policy documentation.
April 2022	Updated to reflect revised performance measures developed for subrecipient quarterly reporting, derived from the revised Human Services Transportation Plan (HSTP).
January 2023	Updated to allow for Capital Infrastructure project applications for the FY2022-2023 Call for Projects, clarify subrecipient use of Administrative funds and revise project selection process.
January 2025	Minor administrative updates, including adjustments to the project selection committee and removing of language referring to CRRSAA, JARC and NF programs. Includes new references to Circular 5010.1F. Retains inclusion of Capital Infrastructure project applications for the FY2024-FY2025 Call for Projects.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Prefix: Choose one * First Name: Middle Name: * Last Name: Suffix: * Title:
* SIGNATURE: * DATE:

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-370

APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS FOR PHASE III ENGINEERING AND CONSTRUCTION FOR KIRK ROAD OVER UNION PACIFIC RAILROAD, KANE COUNTY SECTION NO. 12-00192-04-BR

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and the Illinois Compiled Statutes, (5 ILCS 220/1, et seq.) authorize the County of Kane ("County") and the State of Illinois ("State") to cooperate in the performance of their respective duties and responsibilities by contract and other agreements; and

WHEREAS, the County and the State (through its Illinois Department of Transportation) desire to cooperate amongst themselves to accomplish the Kirk Road at over the Union Pacific Railroad Project (Kane County Section No. 12-00192-04-BR), (hereinafter referred to as the "Improvement"); and

WHEREAS, the County and the State desire to undertake Phase III Engineering and Construction for the Improvement at an estimated cost of Forty-Three Million Nine Hundred Six Thousand Nine Hundred Fifty-Five dollars ($43,906,955.00); and

WHEREAS, the Improvement is deemed by the County and the State to be of immediate benefit to the residents of the County of Kane and the State of Illinois in that it shall facilitate the efficient movement of traffic and provide for the safety of the motoring public; and

WHEREAS, the County and the State have determined a mutually satisfactory allocation of responsibilities and costs for said Improvement as set forth in an intergovernmental agreement with the State (a copy of which is on file with the Kane County Clerk's Office), with the County's share of the Phase III Engineering and Construction costs estimated to be Seventeen Million Four Hundred Twelve Thousand Five Hundred Fifty-Five dollars ($17,412,555.00).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized and directed to execute an intergovernmental agreement(s) with the State of Illinois acting through the Illinois Department of Transportation for Phase III Engineering and Construction for the Kirk Road Over the Union Pacific Railroad Road Improvement Project.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving an Intergovernmental Agreement with the State of Illinois for Phase III Engineering and Construction for Kirk Road over the Union Pacific Railroad, Kane County Section No. 12-00192-04-BR

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Heidi Files, 630.444.3142

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

Attached is an intergovernmental agreement with IDOT that will provide for federal funding towards a portion of the Kirk Road over the Union Pacific Railroad bridge replacement project. The total phase III engineering and construction is estimated to be $43,906,955 with federal funding estimated at $26,494,400, and local agency match is estimated at $17,412,555.

A similar agreement was approved by the County Board in June. This version of the agreement includes administrative changes and an addendum recently provided by IDOT. The addendum adds responsibilities related to the IL 38/Kirk Road traffic signal, including State approval/inspection, State financial responsibility for signal maintenance and electrical energy, continued County performance of actual signal maintenance, and State control of signal timing. The addendum also makes Kane County responsible for administration, control, reconstruction, and maintenance of the shared use path, including indemnifying the State for path-related claims and assuming future proportionate costs if the path must be modified, relocated, or reconstructed as part of a future State improvement. In addition, upon acceptance by the State, Kane County will be responsible for jurisdiction, ownership, maintenance, and 100% of the energy costs for all roadway lighting.

Staff recommends approval.

Illinois Department of Transportation

Joint Funding Agreement for Federally Funded Construction

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
County of Kane	Kane	12-00192-04-BR

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
LBFP	N/A	CMAP	09-09-0073

Construction

State Job Number	Project Number
C-91-221-13	QNYF(462)

☐ Local Let/Day Labor ☒ Construction on State Letting ☒ Construction Engineering ☐ Utilities ☐ Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
Kirk RD	FAP 0360	0.01 MI	19.08	19.09

Location Termini

Over UP Railroad

Current Jurisdiction	Existing Structure Number(s)	
County of Kane	045-3096	Remove

PROJECT DESCRIPTION

Bridge replacement over UP Railroad on Kirk Rd, and addition of new shared use path.

Local Public Agency	Section Number	State Job Number	Project Number
County of Kane	12-00192-04-BR	C9122113	QNYF(462)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "**STATE**". The **STATE** and **LPA** jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "**FHWA**".

I. GENERAL

1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The **STATE** may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the **LPA** by the **STATE** or the federal funding source, (ii) the Governor or **STATE** reserves funds, or (iii) the Governor or **STATE** determines that funds will not or may not be available for payment. The **STATE** shall provide notice, in writing, to **LPA** of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.

1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.

1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the **STATE**, the **STATE** must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the **STATE** determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the **STATE** may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the **STATE** without advance notice:

a. Pursuant to a funding failure as provided under Article 1.1.

b. If **LPA** fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The **LPA** certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.

2.2 Compliance with Registration Requirements. **LPA** certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is **LPA**'s responsibility to remain current with these registrations and requirements.

2.3 Bribery**.** The **LPA** certifies to the best of it's knowledge that it's officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

2.4 Bid Rigging**. LPA** certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

2.5 Debt to State. **LPA** certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the **LPA**, or its affiliate(s), is/are delinquent in the payment of any debt to the **STATE**, unless the **LPA**, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and **STATE** acknowledges the **LPA** may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

2.6 Debarment. The **LPA** certifies to the best of its knowledge and belief that it's officials:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

2.7 Construction of Fixed Works**.** The **LPA** certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the **LPA** shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

2.8 Criminal Convictions**.** The **LPA** certifies that neither it nor any managerial agent of **LPA** has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The **LPA** further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

2.9 Improper Influence. The **LPA** certifies that no funds have been paid or will be paid by or on behalf of the **LPA** to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the **LPA** certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

2.10 Telecom Prohibition. The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.

2.11 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The **LPA** certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the **LPA** may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

a. the employee, officer, board member, or agent;
b. any member of his or her immediate family;
c. his or her partner; or
d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that **LPA**'s employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The **STATE** may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the **LPA** relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the **LPA** from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2.12 Organizational Conflict of Interest - The **LPA** certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or **LPA** or impair the objectivity in performing the contract work.

2.13 Accounting System. The **LPA** certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the **LPA** shall use reasonable efforts to ensure that funding streams are delineated within **LPA**'s accounting system. *See* 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

3.1 Single Audits: The **LPA** shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, **LPA** expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), **LPA** must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the **STATE** (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA**'s fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.
Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a **LPA**'s calculation of federal funds expended by the **LPA** for Single Audit purposes.

3.2 STATE Audits: The **STATE** may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auding Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The **LPA** agrees to implement any audit findings contained in the **STATE**'s authorized inspection or review, final audit, the **STATE**'s independent audit, or as a result of any duly authorized inspection or review.

3.3 Record Retention. The **LPA** shall maintain for three (3) years from the date of final project closeout by the **STATE**, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

3.4 Accessibility of Records. The **LPA** shall permit, and shall require its contractors and auditors to permit, the **STATE**, and any authorized agent of the **STATE**, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the **LPA** with regard to the Project. The **LPA** in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized **STATE** representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the **STATE**'s Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the **STATE** (including auditors), by the state of Illinois or by federal statute. The **LPA** shall cooperate fully in any such audit or inquiry.

3.5 Failure to maintain the books and records. Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work

4.2 LPA Appropriation Requirement. By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.

4.3 Reimbursement Requests: For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

4.4 Financial Integrity Review and Evaluation (FIRE) program: **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

4.5 Final Invoice: The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice

may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

4.6 Project Closeout: The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result In the immediate close-out of the project and loss of further funding.

4.7 Project End Date: The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under $1,000,000 or seven (7) years for projects over $1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.

5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.

5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.

5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.

5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA.**

5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.

5.7 To regulate parking and traffic in accordance with the approved project report.

5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.

5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

5.10 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE**'S USDOT approved Disadvantaged Business Enterprise Program.

5.12 That execution of this agreement constitutes the **LPA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

VI. THE STATE AGREES

6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA**'s certification of compliance with Title II and III Requirements.

6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.

6.3 To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:

a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

☒	1.	Division of Cost
☒	2.	Location Map
☒	3.	Risk Assessment
☒	4.	Attestations
☒	5.	Resolution*
☒	6.	Addendum to the Local Agency Agreement
☐		
☐		
☐		

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

Local Public Agency	Section Number	State Job Number	Project Number
County of Kane	12-00192-04-BR	C9122113	QNYF(462)

AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Corinne M. Pierog

Title of Official

Chairman, County Board

Signature | Date

The above signature certifies the agency's TIN number is

366006585 conducting business as a Governmental Entity.

DUNS Number 945248565

UEI JDR6EZ6HML25

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation | Date

By:
George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets | Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer | Date

Michael Prater, Chief Counsel | Date

Vicki Wilson, Chief Fiscal Officer | Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☐ Please check this box to open a fillable Resolution form within this form.

SCHEDULE NUMBER 1

Local Public Agency	County	Section Number	State Job Number	Project Number
County of Kane	Kane	12-00192-04-BR	C-91-221-13	QNYF(462)

DIVISION OF COST

	Federal Funds			State Funds			Local Public Agency			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Participating Construction	LBFP	$24,608,000.00	*				Local	$15,426,190.00	BAL	$40,034,190.00
Construction Engineering	LBFP	$1,886,400.00	*				Local	$1,986,365.00	BAL	$3,872,765.00
	Total	$26,494,400.00		Total			Total	$17,412,555.00		$43,906,955.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

*Maximum FHWA (LBFP) participation 80%, NTE $26,494,400 (Construction Engineering portion 80%, NTE $1,886,400)

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

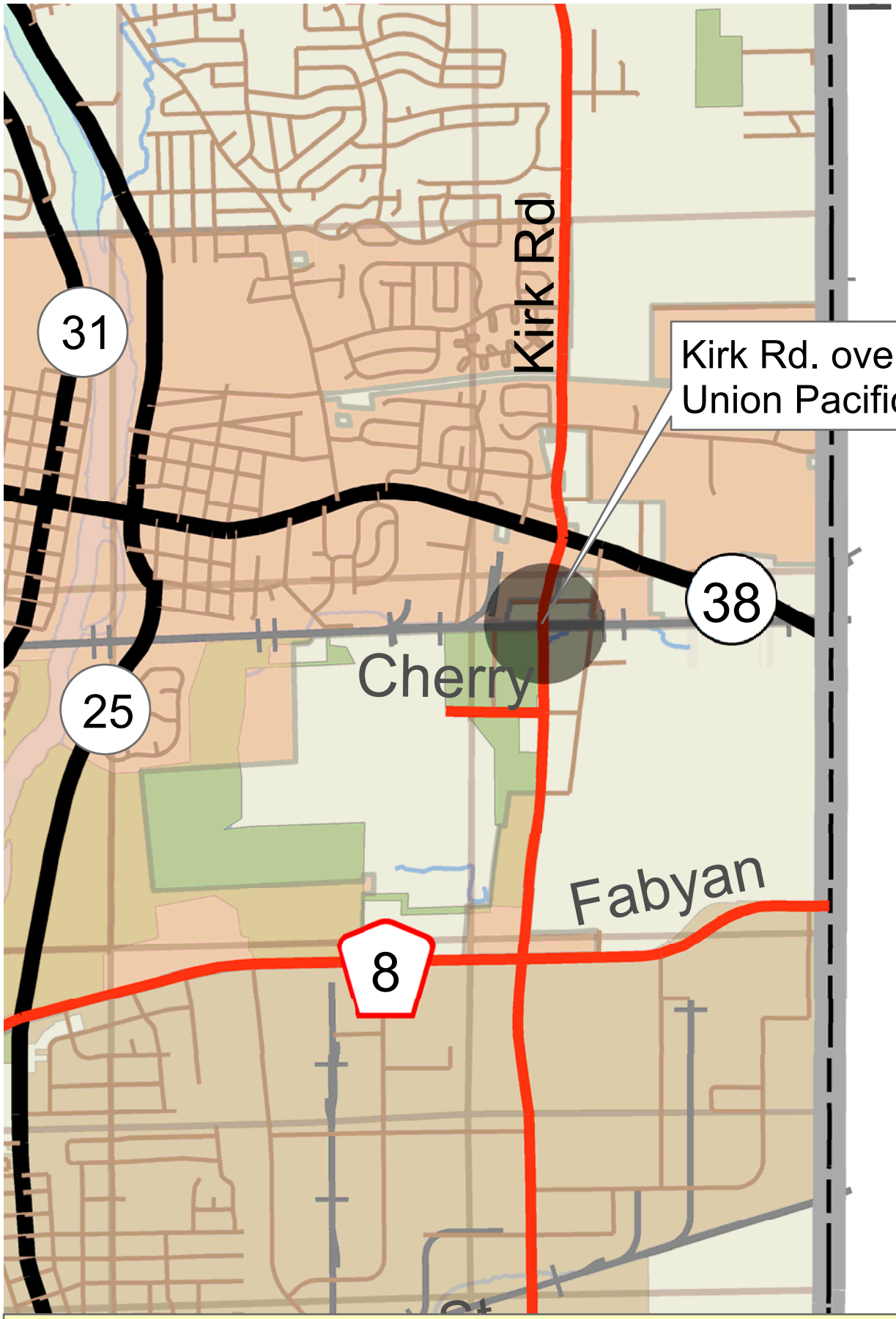
☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share BALANCE divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

877



Legend

- Interstates
- US Roads
- State Roads
- County Roads
- Other Roads
- Rail Roads
- County Boundry
- Township Boundry
- Fox River
- Forest Preserves
- Municipalities

Section Number 12-00192-04-BR
Kirk Road over Union Pacific Railroad

N
W E
S

0 485 970 1,940 2,910 3,880 Feet

0 1 Miles

KANE COUNTY Division of Transportation

M:\DotserverD\USERS\Shared File System\GIS\Projects\Press Releases\Kirk Rd\Map Standard_Kirk Rd over UP RR loc map.mxd

SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
County of Kane	12-00192-04-BR	Kane		

LRS Federal Funds RISK ASSESSMENT

Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	**0 points** - no significant changes in the last 4 or more years; **1 point** - minor changes, but majority of key staff and officials have not changed in the last 4 years; **2 points** - significant key staff or elected leadership changes within the last 3 years; **3 points** - significant key staff and elected leadership changes within the last 3 years	3
	What is the LPA's history with federal-aid funded transportation projects?	**0 points** - One or more federal-aid funded transportation projects initiated per year; **1 point** - At least one project initiated within the past three years; **2 points** - AT least one project initiated within the past 5 years; **3 points** - None or more than 5 years	0
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	**0 points** - Full-time employee with experience designated as being in "responsible charge"; **1 point** - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; **2 points** - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; **3 points** - LPA staff have no prior experience or technical expertise and relying solely on consultant	0
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	**0 points** - No; **1 point** - Delays of 6 or more months; **2 points** - Delays of up to 1 year; **3 points** - 1 year or more years of delay	0
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	**0 points** - yes; **3 points** - no	0
	What is the LPA's accounting system?	**0 points** - Automated accounting software; **1 point** - Spreadsheets; **2 points** - paper only; **3 points** - none	0
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	**0 points** - yes; **3 points** - no	0
Audits	When was the last time a financial statement audit was conducted?	**0 points** - in the past year; **1 point** - in the past two years; **2 points** - in the past three years; **3 points** - 4 years or more, or never	0
	What type of financial statement audit has the organization had conducted?	**0 points** - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; **1 point** - Financial review?; **2 points** Other type? or no audit required; **3 points** - none	0
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	**0 points** - no; **3 points** - yes, or no audits required	0
	Have the findings been resolved?	**0 points** - yes or no findings; **1 point** - in progress; **3 points** - no	0

Summary of Risk	
General History of Performance	3
Financial Controls	0
Audits	0
Total	3

District Review Signature & Date

Fely Gregorio Digitally signed by Fely Gregorio Date: 2026.04.21 07:07:26 -05'00'

Central Office Review Signature & Date

Teresa Cline Digitally signed by Teresa Cline Date: 2026.04.30 10:57:58 -05'00'

Additional Requirements? ☐ Yes ☒ No

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Local Public Agency	Section Number	State Job Number	Project Number
County of Kane	12-00192-04-BR	C9122113	QNYF(462)

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did County of Kane (LPA) expend more than $750,000 in federal funds in aggregate from all federal sources?

   ☒ Yes ☐ No

2. Does the County of Kane (LPA) anticipate expending more than $750,000 in federal funds in aggregate from all federal sources in the current County of Kane (LPA) fiscal year?

   ☒ Yes ☐ No

If answers to question 1 and 2 are no, please proceed to the signature section.
If answer to question 1 is yes, please answer question 3a.
If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if $750,000 or more in federal funds are expended in a single fiscal year.

   a. Has the County of Kane (LPA) performed a single audit for their previous fiscal year?

   ☒ Yes ☐ No

   i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (*see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)*?

   ☒ Yes ☐ No

   b. For the current fiscal year, does the County of Kane (LPA) intend to comply with Subpart F of 2 CFR 200?

   ☒ Yes ☐ No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
Micheal Zakosek	County Engineer	County of Kane

Signature & Date

Michael Zakosek

Digitally signed by Michael Zakosek
Date: 2025.12.22 14:29:51 -06'00'

SCHEDULE 6

An addendum to the Local Agency Agreement

COUNTY OF KANE
FAP 0360 / Kirk Road over UP Railroad
Section No.: 12-00192-04-BR
Job No.: C-91-221-13

CHANGES IN "AGREEMENT PROVISIONS"
UNDER "IT IS MUTUALLY AGREED":

The following items are added:

7. All traffic control equipment to be used in the traffic signal work included herein must be approved by the STATE prior to its installation. The STATE must be notified a minimum of seven (7) working days prior to the final inspection. Final inspection of the signalized intersection will be made by a representative of the STATE, and, if satisfactory, authorization for turn on will be given.

8. Upon acceptance of the traffic signal by the STATE the financial responsibility for maintenance and electrical energy for the operation of the traffic signal at the intersection shall be proportioned as follows:

	MAINTENANCE	ELECTRICAL ENERGY
IL 38 (State St) at Kirk Rd	100% STATE 0% COUNTY	100% STATE 0% COUNTY

and remain a part of the current Agreement between the County of Kane (LPA) and the STATE.

9. The actual maintenance of traffic signal at the above intersection will continue to be performed by the LPA with its own forces or through ongoing contractual agreement.

10. The STATE retains the right to control the sequence and timing of the traffic signal.

11. Payment by the STATE of any or all of its share of maintenance is contingent upon the STATE receiving adequate funds in its annual appropriation.

12. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the signalized intersections which require modernization or reconstruction to said traffic signal then the LPA agrees to be financially responsible for its proportionate share in accordance with STATE policy to modernize or reconstruct said installation with the STATE's proposed improvement.

    All costs associated with the installation, future maintenance, or replacement of non-standard Department equipment, finish or hardware shall be the sole responsibility of the LPA. This includes, but is not limited to, painting of the signal hardware, aesthetic poles, etc.

13. Upon final field inspection of the improvement, the LPA agreed to maintain, or cause to be maintained, those portions of the improvement which are not maintained by the STATE.

14. The LPA agrees to assume responsibility for the administration, control, reconstruction and maintenance of the shared use path. The LPA further agrees to indemnify and hold harmless the STATE, its officers, employees, and agents from any and all claims, lawsuits, actions, costs,

and fees (including reasonable attorney fees and expenses) of every nature and description arising from, growing out of, or connected with the operation of the shared use path.

If, in the future, the STATE adopts a roadway or traffic signal improvement on marked route which requires modification, relocation or reconstruction to said the shared use path, then the LPA hereby agrees to be financially responsible for its proportionate share of costs to modify, relocate or reconstruct said shared use path in conjunction with the STATE's proposed improvement.

15. Upon acceptance by the STATE, the jurisdiction, ownership, and maintenance of all roadway lighting, will be the responsibility of the LPA. LPA will be responsible for 100% energy cost for all roadway lighting.

All provisions, conditions, restrictions, and requirements of this agreement shall be binding upon and inure to the benefit of the successors, assigns, administrators, executors or heirs of the parties hereto.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-371

APPROVING A PERMIT SOFTWARE AND IMPLEMENTATION SERVICES CONTRACT WITH BYRNE SOFTWARE SOLUTIONS, INC. OF CHESTERFIELD, MISSOURI

WHEREAS, the County of Kane requires technical support for its Division of Transportation Permitting Department including technical services to assist staff to review, approve, and document permitted work for public safety purposes and good stewardship of the County rights-of-way, (hereinafter the "Project"); and

WHEREAS, in order to accomplish the Project, it is necessary to retain the services of permit software firm to perform the software support and implementation required; and

WHEREAS, Byrne Software Technologies, Inc., 16091 Swingley Ridge Road, Suite 200, Chesterfield, Missouri 63017 has experience and professional expertise in permit software support and implementation and is willing to perform the required services for an amount not to exceed Sixty-Nine Thousand Seven Hundred Fifty Dollars ($69,750.00) as set forth in the proposed contract with Byrne Software Technologies, Inc. (a copy of which is on file with the County Clerk's Office).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the permit software support and implementation contract with Byrne Technologies, Inc is hereby approved and the Chairman thereof is hereby authorized to execute a permit software contract therefor.

BE IT FURTHER RESOLVED that the Kane County Board appropriate the sum of Sixty-Nine Thousand Seven Hundred Fifty Dollars ($69,750.00) from County Highway Fund #300, Line Item #50150 (Contractual/Consulting Services) to pay for said on-call support services.

Line Item: 300.520.520.50150
Line Item Description: Contractual/Consulting Services
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title
Approving a Permit Software and Implementation Services Contract with Byrne Software Technologies, Inc. of Chesterfield, Missouri

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Kurt Nika, 630.406.7372

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $69,750.00
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

In 2021, KDOT staff utilized the Request for Proposal (RFP) process to select Byrne Software Technologies, Inc. for the Accela permit software and implementation services contract. The agreement was approved by the County Board in June 2021. The Accela permit software "went live" on 6/12/23 and is now in use as KDOT's permit software.

Staff is seeking a new 3 year contract to provide on-call support services. The 3 year contract would be for a total compensation limit of $69,750.

Staff recommends approval.

MASTER SERVICES AGREEMENT

1. PARTIES

BYRNE	County of Kane ("Customer")
Byrne Software Technologies, Inc.	Att: Kurt Nika
16091Swingley Ridge Road, Suite 200	Assistant Director of Permitting, Traffic Ops & Programming
Chesterfield, MO 63017	41W011 Burlington Rd St. Charles, IL 60175
Attention:	
T: 636.537.2505	T: 630-406-7372
F: 636.537.2666	
e-Mail:	e-Mail: NikaKurt@co.kane.il.us

This Master Services Agreement ("MSA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

2. TERM AND TERMINATION

2.1 Term Provided that Customer signs and returns this MSA to BYRNE no later than August 11, 2026, this MSA is effective as of the date of Customer's signature ("Effective Date") and will continue until August 29, 2029 or until the hours of service have been exhausted.

2.2 Termination for Cause Either party may terminate if the other party materially breaches this MSA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days.

2.3 Termination for Convenience The Customer may terminate this MSA upon thirty (30) days' written notice to the BYRNE

2.4 Termination for Lack of Appropriation BYRNE acknowledges that this MSA is contingent upon and subject to the availability of sufficient funds. The Customer may terminate or suspend this MSA, in whole or in part, without penalty or further payment being required if sufficient funds are not appropriated by the Kane County Board in a subsequent fiscal year for performance under this MSA. In such event, the Customer shall provide written notice to BYRNE of any lack of appropriation and its selection to terminate or suspend this MSA as soon as practicable. Any suspension or termination pursuant to this subsection will be effective upon the date of the written notice unless otherwise indicated.

2.5 Upon any termination or expiration of this MSA, all rights granted to Customer are cancelled and revert to BYRNE. Customer will pay all outstanding invoices and any monies due based on the terms described in the Statement of Work for work that has been performed.

3. PROFESSIONAL SERVICES

BYRNE will provide the implementation, data conversion, and/or training services ("Professional Services") described in the Statement of Work ("SOW") attached hereto as Exhibit A.

3.1 Warranty BYRNE will commence and complete the Professional Services in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of BYRNE's industry.

3.2 Customer Cooperation As required, Customer agrees to provide BYRNE with appropriate access to Customer's facilities, personnel, data systems, and other resources. Customer acknowledges that the implementation process described in this MSA is cooperative in nature and that Customer must complete its designated tasks in a timely manner in order for BYRNE to proceed with and complete the Professional Services. Customer delays during the implementation period may have adverse collateral effects on BYRNE's overall work schedule. Although BYRNE will use its best efforts to immediately resume work following such a delay, Customer acknowledges that schedules for the Professional Services may be delayed by more than the number of days delayed by Customer. Customer agrees that if additional time is required to complete the Professional Services because of Customer delays, such time will be charged to Customer at BYRNE's then-current time-and-materials rates.

3.3 Compensation

3.3.1 Implementation Fees In exchange for the Professional Services, Customer will pay to BYRNE the amounts indicated in Exhibit A according to the billing events schedule described therein. The pricing set forth herein reflects information generally known to BYRNE, supplied to BYRNE by Customer, and based on BYRNE's interpretation of the work to be performed. Customer will reimburse BYRNE for data communications charges at the flat, per-day rate specified in Exhibit A. Upon Customer request, BYRNE will provide scanned or copied receipts or other appropriate documentation supporting claimed expenses and other charges.

3.3.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on BYRNE's income. If Customer is exempt from certain taxes, Customer will provide BYRNE with an appropriate certificate of exemption. Customer will be invoiced for all amounts upon occurrence of the billing events described in Exhibit A. The payment terms of all invoices are net sixty (60) calendar days from the dates of the invoices. BYRNE may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

4. CONFIDENTIALITY

4.1 Definitions "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either BYRNE or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data

compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:

a) information which is in Recipient's possession prior to disclosure by Disclosing Party;
b) information which is available to Recipient from a third party without violation of this MSA or Disclosing Party's intellectual property rights;
c) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;
d) information which is subpoenaed by governmental or judicial authority; and
e) information subject to disclosure pursuant to a state's public records laws.

4.2 Confidentiality Term The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this MSA ("Confidentiality Term").

4.3 Confidentiality Obligations During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

5. OTHER TERMS AND CONDITIONS

5.1 Mutual Indemnification BYRNE agrees to indemnify, defend, and hold Customer and its officers, agents, and employees harmless against any claims, suits, or damages arising out of physical property damage or bodily injury caused by the negligence or misconduct of BYRNE or its employees or agents while the terms and conditions of this MSA remain enforceable. Customer agrees to indemnify, defend, and hold BYRNE and its officers, agents, and employees harmless against any claims, suits, or damages arising out of physical property

damage or bodily injury caused by the negligence or misconduct of Customer or its employees or agents while the terms and conditions of this MSA remain enforceable.

5.2 Limitation of Liability BYRNE provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Professional Services may be adversely affected by remedial or other actions performed pursuant to this MSA; BYRNE bears no liability for and has no obligation to remedy such effects. Except as set forth herein, BYRNE provides all Professional Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the maximum extent permitted by applicable laws, in no event will BYRNE's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to BYRNE by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if BYRNE or its agents have been advised of the possibility of such damages.

5.3 Insurance Coverage BYRNE will maintain insurance coverage at its sole cost and expense and will provide certificates of insurance to Customer if so requested. The insurance will not be cancelled or terminated without thirty (30) calendar days' advance written notice to Customer.

5.4 Force Majeure If either party is delayed in its performance of any obligation under this MSA due to causes or effects beyond its control, that party will give timely notice to the other party and will act in good faith to resume performance as soon as practicable.

5.5 Dispute Resolution This MSA is governed by the laws of the State of Illinois. Venue for any dispute arising hereunder shall be in the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois The failure of either party to object to a breach of this MSA will not prevent that party from thereafter objecting to that breach or any other breach of this MSA.

5.6 Assignment This MSA shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns; provided, however, that this MSA and the rights and obligations hereunder are not assignable or delegable by either party without the prior written consent of the other party. Any attempted assignment or delegation in violation of this Section 5.6 shall be null and void.

5.7 Survival The following provisions will survive the termination or expiration of this MSA: Section 3.3 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 4 and all subsections thereof; and Section 5 and all subsections thereof with the exceptions of Subsections 5.1, 5.3, and 5.4.

5.8 Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

5.9 Severability and Amendment If any particular provision of this MSA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this MSA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No

extension, modification, or amendment of this MSA will be effective unless it is described in writing and signed by the Parties.

BYRNE	**CUSTOMER**
By: _____ (Signature)	By: _____ (Signature)
_____ (Print Name)	_____ (Print Name)
Its _____ (Title)	Its _____ (Title)
Dated: _____ (Month, Day, Year)	Dated: _____ (Month, Day, Year)

Exhibit Follows.

END OF DOCUMENT

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-372

APPROVING AN ENGINEERING SERVICES AGREEMENT WITH TERRA ENGINEERING LTD. OF CHICAGO, ILLINOIS FOR THE 2026 TRAFFIC COUNTY DATA COLLECTION, KANE COUNTY SECTION NO. 26-00515-00-EG

WHEREAS, traffic data collection services are required for the County's 2026 Traffic Data Collection Program (hereinafter referred to as "Project"); and

WHEREAS, in order to complete the Project, it is necessary to retain the services of a professional engineering firm to perform traffic data collection; and

WHEREAS, Terra Engineering, Ltd., 225 W Ohio St., 4th Floor, Chicago, Illinois 60654 has experience and professional expertise in traffic data collection and is willing to perform the required Project services for an amount not to exceed Forty-Six Thousand Five Hundred Thirty Dollars ($46,530.00); and

WHEREAS, the County has determined that it is in the County's best interest to enter into a Traffic Data Collection Services Agreement with the Terra Engineering, Ltd. to provide the required data collection services (a copy of which is on file with the County Clerk's Office).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Traffic Data Collection Services Agreement is hereby approved and that the Kane County Board Chairman is hereby authorized to execute said agreement with Terra Engineering, Ltd. of Chicago, Illinois.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board appropriate the not to exceed sum of One Hundred Twenty Thousand Eight Hundred Fifty Dollars ($120,850.00) for said traffic data collection services to be paid from Motor Fuel Local Option Fund No. 304, Line Item #50140 (Engineering Services).

Line Item: 304.520.524.50140
Line Item Description: Engineering Services
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving an Engineering Services Agreement with Terra Engineering, Ltd. for the 2026 Traffic County Data Collection, Kane County Section No. 26-00515-00-EG

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Kurt Nika, 630.406.7372

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $120,850.00
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

Staff utilized the qualification-based selection (QBS) selection process and negotiated a contract with Terra Engineering, Ltd. to conduct traffic counts throughout the county. This traffic data collection is typically conducted every three to four years, and collects traffic data including 24-hour volumes, speeds, and vehicle classification. Maintaining this up-to-date information is important to:

- Serve as the basis for planners and engineers to predict the impacts of development and identify current traffic patterns on highways
- Study and propose appropriate traffic control devices (signals, signage, etc.) and roadway improvements
- Monitor current traffic volumes and to predict future traffic volumes

The negotiated contract is for an amount not to exceed $120,850.00. Information regarding the QBS process and selection details can be found on the KDOT website. The project is expected to begin in September and be completed by the end of 2026.

Staff recommends approval.

AN AGREEMENT FOR PHASE I ENGINEERING SERVICES BETWEEN THE COUNTY OF KANE AND TERRA ENGINEERING LTD. FOR THE 2026 TRAFFIC DATA COLLECTION KANE COUNTY SECTION NO. 26-00515-00-EG

PURCHASE ORDER #2026-____

This Agreement made this 11th day of August, 2026 between COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the "County"), and, Terra Engineering Ltd. an Illinois corporation authorized to conduct business in the State of Illinois and an Illinois licensed professional engineering firm with offices at 225 W. Ohio Street, 4th Floor, Chicago, IL 60654 (hereinafter referred to as the "Consultant"). The County and Consultant are sometimes hereinafter collectively referred to as the "Parties" and individually as a "Party".

WITNESSETH

WHEREAS, it is deemed to be in the best interest of the County and the motoring public to improve and maintain the various highways throughout Kane County; and

WHEREAS, the County desires to collect and disseminate traffic data from County Highway through the performance of traffic data collection services (hereinafter referred to as the "Project"); and

WHEREAS, in order to implement the Project, it is necessary to retain the services of a professional engineering firm to perform traffic data collection services for the Project; and,

WHEREAS, Consultant has experience and professional expertise in all aspects of traffic operations engineering and is willing to perform said services for the Project in an amount not to exceed One Hundred Twenty Thousand Eight Hundred Fifty Dollars and Zero Cents ($120,850.00); and

WHEREAS, the County has determined that it is in the County's best interest to enter into this Agreement with Consultant.

NOW, THEREFORE, in consideration of the above stated preambles, the mutual covenants and agreements herein set forth, the Parties do hereby mutually covenant, promise, agree and bind themselves as follows:

1.0 INCORPORATION

1.1 All of the preambles set forth hereinabove are incorporated into and made a substantive part of this Agreement.

2.0 SCOPE OF SERVICES

2.1 Consulting services for the Project are to be provided by Consultant according to the specifications set forth in the Scope of Services attached hereto as Exhibit "A"

and incorporated into the terms of this agreement by reference. These services are sometimes also referred to as the "work" in this agreement.

3.0 NOTICE TO PROCEED

3.1 The Kane County Engineer shall provide authorization to proceed with the work described and identified in the Scope of Services in the form of a written notice to proceed (hereinafter "Notice to Proceed"), subsequent to execution of this agreement by the Chairman of the Kane County Board.

4.0 TECHNICAL SUBCONSULTANTS

4.1 The Kane County Engineer shall provide written approval before any technical sub-consultants are hired by the Consultant to perform any of the work contemplated by this agreement.

4.2 Consultant shall hire and supervise any sub-consultants performing work on the Project. Consultant shall be solely responsible for any and all work performed by any sub-consultant in the same manner and with the same liability as if the work was completed by Consultant directly.

5.0 TIME FOR PERFORMANCE

5.1 Consultant shall commence work on the Project as directed in the Notice to Proceed. The County is not responsible for any work performed by Consultant or any sub-consultant prior to the commencement date set forth within the Notice to Proceed.

5.2 Consultant and all sub-consultants are strictly prohibited from completing any work on this Project subsequent to the termination of this agreement for any reason.

6.0 COMPENSATION

6.1 The County shall only pay the Consultant for work performed in accordance with the terms and conditions of this agreement.

6.2 The County shall pay the Consultant based upon the unit price rates set forth in Exhibit "B", which is attached hereto and incorporated into this agreement.

6.3 The County shall pay Consultant for supplies and materials required for the completion of all work defined in the exhibit(s) attached hereto.

6.4 Consultant shall provide corresponding copies of all receipts and paid invoices from material suppliers to the County prior to receiving approval of a re-imbursement payment for the supplies and materials procured by Consultant.

6.5 Any Project costs not specifically referenced in this agreement or the exhibits thereto, are unauthorized. The County shall have no responsibility for their

payment, or to reimburse Consultant for unauthorized payments made in completion of the Project work.

6.6 Within Forty-Five (45) days of the County's approval of properly documented invoices, the County shall pay or cause to be paid to Consultant partial payments of the compensation specified in the exhibit(s) to this Agreement. The County reserves the right to hold back a sum equal to five percent (5%) of the total contract sum to ensure performance satisfactory to the Kane County Engineer.

6.6 Total payments to Consultant under the terms of this Agreement shall not exceed One Hundred Twenty Thousand Eight Hundred Fifty Dollars and Zero Cents ($120,850.00);

6.7 Consultant shall utilize the County's Automatic Clearing House (ACH) payment program for all payments received pursuant to this agreement.

7.0 DELIVERABLES.

7.1 Consultant shall provide the County, prior to the termination of this Agreement, or at any such time as the Kane County Engineer directs, any required deliverables related to work performed under this agreement.

7.2 Upon receipt, review and acceptance of all deliverables by the County (if required), final payment will be made to the Consultant by the County.

8.0 CONSULTANT'S INSURANCE

8.1 Consultant and any sub-consultants shall, during the term of this Agreement and as may be required thereafter, maintain, at its sole expense, insurance coverage including:

A. Worker's Compensation Insurance in the amount mandated by Illinois law.

B. Employer's Liability Insurance in an amount not less than One Million Dollars ($1,000,000) for each accident/injury and One Million Dollars ($1,000,000) for each potential employee-disease claim.

C. Commercial General Liability Insurance, (including contractual liability) with limits of not less than One Million Dollars ($1,000,000) for each occurrence of bodily injury/property damage; Two Million Dollars ($2,000,000) in aggregate for injury/property damage; and Two Million Dollars ($2,000,000) in the aggregate for products-completed operations.

D. Commercial Automobile Liability Insurance with a minimum limit of One Million Dollars ($1,000,000) per accident/occurrence.

E. Professional Errors and Omissions Insurance with a minimum limit of One Million Dollars ($1,000,000) per claim.

F. Cyber Liability Insurance with a minimum limit of One Million Dollars ($1,000,000) per claim.

G. Fiduciary Liability Insurance with a minimum limit of One Million Dollars ($1,000,000) per claim.

8.2 Consultant shall provide the County copies of the Consultant's certificates of insurance prior to the issuance of the Notice to Proceed. The certificate(s) of insurance shall identify the County of Kane as the Certificate Holder and shall also identify the Section Number set forth in the title to this agreement. Consultant shall provide to the County and maintain a certificate of insurance for its General Liability Policy which identifies the County as an additional named insured. The additional named insured endorsement included on the Consultant's Commercial General Liability policy shall provide the following:

A. That the coverage afforded the County as an additional insured will be primary insurance with respect to all claims arising out of work performed by or on behalf of Consultant; and

B. That if the County has insurance which is applicable to a potential claim, said insurance shall be used only after Consultant's insurance policy limits have been reached with respect to an underlying claim; and.

C. That Consultant's liability under any insurance policy shall not be reduced due to the existence of an insurance policy maintained by the County; and

D. That the certificate of insurance shall contain a provision or endorsement stating the coverage afforded will not be canceled, or allowed to lapse due to the failure to renew the policy until a thirty (30) day written notice of the pending cancellation has been provided to the County. The non-payment of an insurance premium by Consultant or its sub-consultants shall be considered an exception to this provision, with written notice of the non-payment of an insurance premium to be provided to the County within ten (10) days prior to any cancellation of an insurance policy

The insurance required to be purchased and maintained by Consultant shall be provided by an insurance company acceptable to the County with an AM Best rating of A- or better, and licensed to do business in the State of Illinois. The insurance policy coverage provided by Consultant shall include at a minimum, the specified coverage and limits identified in this agreement. If Illinois law, federal law, or other relevant regulations require insurance coverage above and beyond the terms and amounts set forth in this agreement, Consultant and any sub-consultants shall maintain insurance policies in conformity with the law or relevant regulation. In no event shall any failure of the County to receive policies or certificates of insurance, or to demand receipt of the same be construed as a waiver of the

Consultant’s obligation to obtain and maintain insurance in conformity with this agreement.

9.0 INDEMNIFICATION.

9.1 Consultant shall indemnify and hold harmless the County, and its officials, directors, officers, agents, and employees from and against any and all claims, damages, liabilities and costs, including but not limited to court costs and reasonable attorney's fees, arising out of or resulting from performance of the work, provided that such claims, damages, liabilities or cost is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property but only to the extent caused by negligent acts or omissions of the Consultant, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, excluding any proportionate amount of any claim, damage, loss or expense which is caused by the negligence of the County. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity, which would otherwise exist as to a Party or person described in this paragraph. In claims against the County and its officials, directors, officers, agents, and employees by an employee of the Consultant, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or a sub-consultant under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

9.2 Nothing contained herein shall be construed as prohibiting the County, its officials, directors, officers, agents, and employees, from selecting and using its own agents, attorneys and experts, to defend any claims, actions or suits brought against the County.

9.3 If any errors, omissions, intentional or negligent acts are made by Consultant or a sub-consultant in any phase of the work, the correction of which requires additional materials, supplies, field work, or office work, Consultant shall be required to procure said additional materials and supplies, and perform such additional work as may be necessary to remedy the same without undue delay or charge to the County.

9.4 Acceptance of the work by the County will not relieve Consultant of its responsibility for the quality of its work product, nor Consultant’s liability for loss or damage to property or persons resulting therefrom.

10.0 SATISFACTORY PERFORMANCE.

10.1 Consultant and all sub-consultants shall maintain a standard of performance under the terms of this agreement which meets the quality and standards commonly accepted in the industry in the Chicago Metropolitan area, to the satisfaction of the County Engineer.

11.0 CONFLICT OF INTEREST.

11.1 Consultant represents that it has no conflicting public or private interest and shall not acquire any such interest that would conflict in any manner with the performance of Consultant's services under this agreement.

11.2 By executing this agreement, Consultant represents, warrants, and, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Purchasing Act; and further certifies that it has not been barred from contracting with a unit of State or Local government as a result of a violation of Section 33E-3 or Section 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3, 33E-4).

12.0 OWNERSHIP OF DOCUMENTS.

12.1 Consultant agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, written and electronic correspondence, computations and any other document(s) prepared by Consultant under the terms of this Agreement shall be properly arranged, indexed and delivered to the County within ninety (90) days of receipt of a written request for the document by the County.

12.2 Any documents or materials created or maintained pursuant to this Agreement shall be considered the property of the County. The County shall have the right to use any document or materials without restriction or limitation, and without compensation to Consultant other than as provided for in this agreement.

13.0 COMPLIANCE WITH STATE AND OTHER LAWS – PREVAILING WAGE ACT.

13.1 Consultant and all sub-consultants shall comply with all state, federal and local statutes, ordinances and regulations in completion of the work contemplated by this agreement. Further, Consultant and any sub-consultants shall obtain all necessary permits and authorizations from local municipal authorities prior to commencement and subsequent to completion of all work contemplated under this agreement.

13.2 Consultant and all sub-consultants are strictly prohibited from discriminating against any worker, job applicant, employee or member of the public, due to an individual's race, creed, color, sex, age, handicap, or national origin. Further, Consultant and all sub-consultants are prohibited from engaging in any unfair employment practices, as the term is recognized under state and federal law.

13.3 Consultant and any sub-consultant(s) shall comply with all applicable state and federal prevailing rate of wage laws, and shall take all steps necessary to remain in compliance therewith. (See: Exhibit "C" for reference).

13.4 Consultant and all sub-consultant(s) shall comply with and are subject to the Kane County Ethics Ordinance (Chapter 2, Article III, Division 3) provided for in the Kane County Code of Ordinances.

14.0 MODIFICATION OR AMENDMENT

14.1 The terms of this agreement may only be modified or amended by a written agreement duly executed by both Parties.

15.0 TERM OF THIS AGREEMENT.

15.1 The term of this Agreement shall begin on the date this agreement is fully executed and shall continue in full force and effect until one of the following events occurs:

A. A Party's termination of this agreement in accordance with the terms of Section 16.0; or

B. Completion of the Project as contemplated by this agreement; or

C. December 31, 2027.

15.2 In the event the required time is exceeded and/or anticipated personnel requirements are not adequate and remaining funds are not sufficient to complete the Project, adjustments in the total compensation due to Consultant may be determined by negotiation between the County and Consultant. The County shall, however, have no obligation to agree to any modification of the terms set forth in this agreement.

15.3 The first calendar day for the purposes of this agreement shall be the date the County provides the Notice to Proceed to Consultant. In the event the Project work is suspended as memorialized on a "Report of Starting and Completion Date," the calendar days for this agreement will be adjusted for the same amount of time.

15.4 Notwithstanding anything contained within Section 15.0 of this agreement, the Kane County Engineer may, with the consent of the Kane County Board and the Consultant, extend the term of this agreement for a period of time up to but not to exceed three years.

16.0 TERMINATION ON WRITTEN NOTICE.

16.1 Except as otherwise set forth in this agreement, Consultant shall have the right to terminate this agreement for cause upon serving sixty (60) days written notice upon the County.

16.2 The County may terminate this Agreement for any reason upon 30 days' written notice to Consultant.

16.3 Upon termination of this agreement, the obligations of the Parties to this Agreement shall cease. However, neither party shall be relieved of its duty to perform contractual obligations up through the date of termination. Notwithstanding the same, the obligations of Consultant to indemnify and hold the County harmless as provided for in Section 9.0 above shall survive the termination of this agreement.

16.4 Upon any termination of this agreement, all data, work product, reports and documents created or maintained, as a result of the Parties' obligations under this agreement shall remain the property of the County and shall be provided to the County within thirty (30) days subsequent to the County's written request for the same.

17.0 ENTIRE AGREEMENT.

17.1 This agreement contains the entire agreement, contemplated by the Parties. The Parties represent and warrant that there are no other covenants, promises, conditions or representations, either oral or written, other than those contained in this agreement.

18.0 NON-ASSIGNMENT.

18.1 This Agreement shall not be assigned without prior written approval of all Parties to this agreement.

19.0 SEVERABILITY.

19.1 In the event any provision of this Agreement is determined to be unenforceable for any reason, it shall not affect the validity of the remaining terms of the agreement. As such the agreement shall remain in full force and effect as if the unenforceable provision were entirely removed from this agreement.

20.0 GOVERNING LAW.

20.1 This agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance of the Parties' obligations identified herein.

20.2 The Parties agree that the appropriate venue for any dispute arising under the terms of this agreement shall be the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois.

21.0 NOTICE.

21.1 For the purpose of this agreement, written notice shall be deemed to be provided to a Party three (3) business days subsequent to the post-marked date set forth on regular first-class mail sent for delivery through the United States Postal Service. Any written notice required under the terms of this agreement shall be sent to the following addresses and Parties by First Class regular mail:

KANE COUNTY DIVISION OF TRANSPORTATION
41W011 Burlington Road
Saint Charles, Illinois 60175
Attn.: Michael Zakosek, P.E., Kane County Engineer

TERRA ENGINEERING, LTD.
225 W. Ohio Street
4th Floor
Chicago, IL 60654
Attn.: Jamil Bou-Saab, P.E., Executive Vice President

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

COUNTY OF KANE	TERRA ENGINEERING, LTD.
_____	_____
CORINNE M. PIEROG MADAM CHAIR, KANE COUNTY BOARD	Jamil Bou-Saab, P.E. EXECUTIVE VICE PRESIDENT
ATTEST:	ATTEST:
_____	_____
JOHN A. CUNNINGHAM KANE COUNTY CLERK	

EXHIBIT A - KANE COUNTY 2026 TRAFFIC COUNTS - SCOPE OF WORK

TERRA agrees to perform, at the direction of the Kane County Division of Transportation, the services described below:

Traffic Data Collection services are required for collection of approximately 208 field traffic counts in Kane County, Illinois. The project will be conducted between August 1, 2026 with completion by November 30, 2026. This will entail obtaining accurate machine traffic counts using magnetic lane counters or video camera devices, and submitting the raw traffic data to Kane County's project manager for processing.

Two different types of machine traffic counts are expected:

1) 24-hour volume/classification counts using magnetic lane counters (HiStars) or road tube classifiers

2) 24-hour volume/classification counts with speeds on higher volume mainline routes from video camera devices (Miovision)

Kane County is requesting that the machine traffic counts provided should include the location of collection provided in an ESRI Geodatabase .mdb format and that all the raw data from the field is included with the files. The reports should also include full reports of the data in PDF Format which summarize the total count broken down into 15-minute bins and should include statistical data including 85%, 50%, 10-mph pace, vehicle classifications and similar data.

In addition, Kane County is requesting Individual Project maps illustrating the following information for each count location:

- AADT volumes (by Direction)
- Directional AM and PM peak hour traffic volumes
- 85th Percentile Speed
- Truck Traffic percentages (SU, MU)
- PM Peak Hour congestion levels (Levels of Service)

Kane County requires that the 24-hour volume/classification counts be collected with either passive magnetic sensors (HiStars) or Miovision video recorders depending upon the type of route. Where entering the road may be difficult due to higher volumes of traffic, it is expected that Miovision cameras will be used to increase safety for the placement of equipment, where speeds and volumes are lower, it is expected that NC-300 or NC-350 magnetic sensors will be utilized.

The 24-hour Mainline video locations will require vehicle volume/classification traffic counts with speed using Miovision video traffic count collection equipment or similar technologies that can accurately extract lane specific volume/classification traffic counts on higher volume routes.

Locations

The estimated number of traffic count locations are shown in the table below.

		County	Total Locations
	Type of Count		
1.	24-hour Hi-star counts (2-lane)	Kane	158
2.	24-hour Hi-star counts (4-lane)	Kane	15
3.	24-hour Hi-star counts (4+ lanes)	Kane	2
4.	24-hour Miovision video counts	Kane	33
	Total		208

DOCUMENTATION

Materials to be supplied to TERRA.

Location data files

- It is assumed that Kane County is currently using Microsoft ACCESS Office 365 (2016 version). A Microsoft ACCESS 2016 database with a table of Count Locations will be provided. The table will contain attribute data about each count location including station number, route number, street name, begin and end reference points, Kane County's key route number, city, previous AADT, lanes, surface, direction of inventory, and other location descriptions. In addition, locations requiring directional submittals will be identified.
- GIS shapefiles showing location, station number, and other attribute data from the ACCESS table.
- Required equipment type (Video or HiStar) for each location. Initially, equipment criteria for all count locations will be provided to TERRA for use in cost estimates. TERRA will be provided with specific criteria on the Hi-Star locations by the County.

Programming Instructions for the Hi-Star traffic counters

- Vehicle classification scheme for use within the magnetic lane counter software for length classification. It is important to follow the length ranges. We will use the same criteria for all HiStar counters as we use with the Illinois Department of Transportation. Passenger Vehicles (0 - 23.9 feet), Single-Unit Trucks (24 - 38.9 feet), Multi-Unit Trucks (39 - 99.9 feet), Unassigned (100 feet+).
- Speed bins scheme for use within the magnetic lane counter software for length classification. Two different speed bins, interstates (0-30,30-35,35-40…95+), non-interstates (0-10,10-15,15-20…75+). Speeds are becoming much more important to users of traffic data, and FHWA. Speed results will not be part of County's review criteria for accepting counts. Since length classification and speed are inversely proportional, if the classification is good, then the speed should be okay.

Other documentation to be provided to TERRA:

- Documentation of submittal requirements for directional data on the ACCESS Kane County Submittal table and Hi-Star HDM programming.
- Information on what version of the HDM software Kane County is using. TERRA will need to inform Kane County if a version of the HDM software other than what Kane County is running is being used.

- List of Kane County contacts for email notification.
- Documentation format for Video count submittal documentation.
- Instructions on use of any Kane County external SharePoint site and the security steps required to gain access.

Station Numbers

Every count location, regardless of the equipment type will have a unique station number. The station number is made up of two sets of numbers, the county code (3 digits), a space, and then a sequential location number (4 digits). An example of the station number would be 017 0001. The leading zeroes should be kept for all the submittal documentation. During the year if stations are split, a letter "A" will be appended to the end of the station number. **The station number has no long-term or historical meaning, just a unique identifier for the piece of road segment during the count year.** The station number is required to associate locations, submitted traffic data, raw traffic data, completed work, invoice activity, and payments.

DATA SUBMITTAL REQUIREMENTS

Data Submittal Requirements for HiStars

For every submittal to the Kane County, several files will be required:

1) A summary table (in ACCESS, called "Submittal Table") of the counts that corresponds with the Electronic submittal will be put on the SharePoint site in a folder by TERRA. After TERRA has copied the files, email notification will be sent to the Kane County Project Manager.

2) A GPS shapefile with the location of every count taken and the corresponding station number will be required for all counts. The shapefile name should have the County and submittal number as part of the name. The file should be submitted as a zip file.

3) Raw data files if there were Hi-Stars or Video counts on the submittals. The file should be submitted as a zip file.

4) Submittals should be sequential numbers starting at 1.

5) Submittals should follow the standard naming convention: **TERRA 2026 Submittal Number**. Example – TERRA 2026 Submittal 1.

6) All submittal files should be zipped. Please keep file sizes to a maximum of **45MB**. If the total size of a submittal file exceeds **45MB**, then the submittal needs to be submitted as separate files.
    - TERRA 2026 Submittal 1A
    - TERRA 2026 Submittal 1B

7) Sub-folders within each submittal should follow a standard naming convention.
    - TERRA Submittal1.accdb – Database containing the Kane County Submittal Table.
    - TERRA Submittal1–Video.zip – A zipped folder containing all raw data related to Video counts whether TMC intersection counts or mainline counts. This would include pdf and excel files for TMC reports as well as individual station files. **Place ALL files under ONE folder, not individual folders for each**

TMC.

- D#Submittal1-HiStar.zip – A zipped folder containing all raw data HDM Catalogues for HiStar counts. If this zip file is larger than **45MB**, then this would need to be submitted as:
  - TERRA Submittal1–HiStarA.zip
  - TERRA Submittal1–HiStarB.zip
- TERRA_2026_Locations.zip – This is the shapefile containing the locations counted to date. This shapefile gets updated with every submittal and resubmitted under the same name.

DATA REQUIREMENTS - HISTARS

Data Submittal Requirements for HiStars

Traffic count data collected from the magnetic lane counters will be submitted to the County's staff in the following formats:

1) The raw traffic data that is downloaded from the traffic count equipment will be copied to the County's or TERRA's external SharePoint site. After TERRA has copied the files, email notification will be sent to the County's Project Manager. Naming conventions for the ACCESS database will be provided by the County. The file may need to be compressed using the HDM software before copying to the external SharePoint site.

2) A summary of the counts in the Submittal Table that corresponds with the electronic submittal (#1 above) will be copied to the County's external SharePoint site. Count date is the START DATE of the count, not the End Date of the count.

3) After TERRA has copied the files, email notification will be sent to the County's Project Manager.

4) A GPS shapefile with the location of every count taken and the corresponding station number will be required for all counts. **The GPS file should be <u>appended</u> with each data submittal during the year.**

A document with the formatting required on the numbering scheme for the HDM catalogs will be provided later. However, as a summary, the two key fields are the "County" that will require the station number (ex 017 0100) and the "Lane" field with the lane number (ex. W1). The period should be 0060 (hourly), and the Type should show what type HiStar was used (NC350, NC300).

All traffic count data will be the property of Kane County. (questions on the availability of the count data from cities or the public should be directed to Kane County.

Directional Data Requirements for Magnetic Lane Counters

For HiStar counts directional data will be needed. On the summary table in the ACCESS database for each submittal containing HiStar directional data, the two directions will be needed to be included instead of the total centerline raw count.

The directional fields should match the direction of inventory provided to TERRA in the original Location table, if provided. If no direction is provided, TERRA Will assume cardinal directions for each location. Locations that are at 45-degree angles on the map

are problematic but will be identified and modified by Kane County.

When documenting the locations in the HDM catalog, the LANE field will tie the lane AADT to the TCDS web site. On a four lane north/south two-way route, ex. N1 (1 being driving lane), and N2 (2 being passing lane) in the north direction, S1 (1 being driving lane), and S2 (2 being passing lane) in the south direction.

County field is formatted with the county and station number (ex. 017 0009, county, space, station).

DATA REQUIREMENTS - VIDEOS

Kane County and TERRA will select locations prior to the count season that will require a 24-hour video count instead of a HiStar count. Due to the technology and processes for the videos and safety issues, additional locations might become candidates during the project. However, Kane County will work with TERRA to make any changes during the contract reasonable in nature on the types of equipment required.

Data Submittal Requirements for Video Mainline Counts

Video traffic count data collected for a mainline AADT count from the Miovision recorders will be submitted to the Kane County staff in the following formats:

1) An EXCEL spreadsheet exported from the Miovision site for each AADT segment represented by the video count. For the mainline AADT count, the EXCEL spreadsheet should be in fifteen minute increments by direction and by lane. All traffic counts should start at the beginning of an hour.

2) **The EXCEL file should be named with the Station number, (ex. 0170100.xlsx). File name must have the ".xlsx" extension, not ".xls".**

3) Within the EXCEL spreadsheet on all three tabs, the "Study Name" should be the Station number (ex. 017 0100 with a space between the county and station) and the "Start Date" should be the beginning date of the count (ex 8/29/2026)

4) A summary of the counts in the Submittal Table that corresponds with the electronic submittal will be copied to the external SharePoint site. Count date is the START DATE of the count, not the End Date of the count. After TERRA has copied the files, email notification will be sent to the Kane County Project Manager.

5) A GPS shapefile with the location of every count taken and the corresponding station number will be required for all counts. **The GPS file should be appended with each data submittal during the year.**

Miovision's classification of Lights / Mediums / Articulated Trucks, corresponds to the typical industry standards of PV / SU / MU.

DISTRICT PROJECT MANAGERS

Role of Kane County Project Manager

The Kane County Project Manager will receive an email from TERRA on a weekly basis containing the anticipated schedule of count locations the Friday prior to the counts be taken.

The Kane County Project Manager will provide construction information and other special events that will affect the scheduling of count locations to TERRA as soon as possible.

The Kane County Project Manager should be notified of any field situation, such as flooding or **road/bridge construction**, that could affect traffic counts **PRIOR** to counts being taken.

The Kane County Project Manager or his designee will field check the machine sets at their discretion.

All HiStar data must be submitted to the Kane County Project Manager within **3 weeks** of completion of the count. All Video counts must be submitted within 4 weeks of the count completion.

All recounts must be completed within 4 weeks of notification of the recount request emailed by the Kane County Project Manager, unless otherwise instructed.

Kane County should decide on the process of notifying the municipalities about the upcoming count schedule in their area. Whether that is a Kane County or TERRA responsibility needs to be determined before the count season**.**

All initial counts must be completed by November 1, 2026 and recounts must be completed by November 30, 2026.

Any exceptions to the timeframes must be approved by the Kane County Project Manager.

Communications

Kane County and TERRA will provide the names of people to be involved in schedule and submittal emails.

The weekly scheduling notification can be handled between TERRA and the Kane County staff in a way that is acceptable to both.

Changing Equipment Type Used

At the beginning of the contract, Kane County will provide an ACCESS database and GIS shapefile of locations. TERRA will develop a list of the anticipated equipment required at each location. During the project, there can be reasons to change equipment type due to safety, higher anticipated traffic, pavement improvements, or errors in the original road inventory data. Changes should be coordinated with the Kane County Project Manager.

SCHEDULING

Weekly Communications with the Districts

As mentioned throughout the document, TERRA will need to provide the upcoming general schedule for counts on a weekly basis to the Kane County Project Manager.

Count Season Timeframes

The counts can begin after the contract is signed, communication has been established with the Kane County Project Manager, and the weather conditions are suitable for installing traffic counters. No counts should be scheduled if there is any chance of snow as the snowplows will destroy counters with their blades.

When setting up count schedules for the year, TERRA will take into account school schedules and will ensure that counts to be collected in areas with schools are collected when schools are in session with typical school schedules to ensure data is representative of typical conditions.

Schedules – Exclude Days and Times

The Kane County Project Manager will provide TERRA at the beginning of the count season with locations and timeframes that will affect the scheduling such as universities being in session, county fair, or other known scheduled events that would have a significant impact on the traffic counts.

The count period should not start before **9:00 am on Monday.**

The count period should end before **Noon on Friday.**

The count period should not cover the day before, the day of, or the day after a state holiday.

State Holidays during the count season include Labor Day, Columbus Day and Thanksgiving.

Any exceptions to the timeframes must be approved by the Kane County Project Manager.

EQUIPMENT

Allowable Equipment

For the Marked Routes (Interstates, US Routes, and Illinois State Routes) where a HiStar is needed, the NC-350 or NC-300 is required. On Unmarked Routes, the NC-350 or NC-300 is preferred where pavement type and striping allow.

The Video mainline and turning movement counts are expected to be accomplished with the Miovision Scout+ Unit which is capable of including speed data.

Setting Counters

Counters should be placed on the roadway where free flow conditions exist and **on the minimum number of through lanes only**. A location should not be selected if a turning lane is required. Counters should not be placed in bi-directional lanes. If a count location contains a bi-directional lane for part of the segment, the counter should be set where there is no bi-directional lane if at all safely possible. If the entire segment contains a bi-directional lane, counters should be set in the through lanes only at a location where the bi-directional lane gets minimal use.

On count locations containing railroad crossings, try to avoid setting counters in the lanes approaching the railroad crossing. Setting counters in the departure lanes will prevent traffic from possibly being stopped on the counters for short periods of time.

Count locations on roads approaching interchanges must be taken outside of the termini of ramps and not within the interchange area.

Kane County will provide TERRA with general criteria to use when conditions in the field are such that a count is not needed. Examples could be construction, flooding, closed or barricaded routes, dead ends with no traffic, etc.

a) All counts must be collected between **9:00 AM on Monday and Noon on Friday** of the same week and not on the day before, the day of, or the day after a state holiday.

b) When pavement-mounted equipment is used, it must be securely attached to the pavement without causing undue distress or damage to the pavement.

c) When obtaining counts at railroad crossings or structures, the counters should be positioned to record the number of vehicles actually using the crossing or structure. If possible, avoid having traffic generators or intersections between the counters and the crossing or structure.

d) Adhesives such as tape or glue used to secure counters or sensors to the pavement shall be applied in accordance with the manufacturer's instructions.

RECOUNTS

Recount Criteria

The Kane County Project Manager will identify counts that should be recounted after each Batch is submitted. When count locations are scheduled for a recount, a new count for that location will be required after TERRA is notified via email. Any location counted by TERRA may only be recounted a single time by TERRA. If after 2 counts Kane County is still unsure about the validity of a count, then Kane County must count the location themselves to obtain a third value for comparison.

Counts accepted shall be based upon successful processing and editing of the field count data. Locations that are not accepted for any reason shall be recounted at the request of the Kane County Project Manager and resubmitted.

The Kane County Project Manager may require TERRA to recount specific locations at TERRA's expense if any of the following conditions are found during review of the count data:

1) Machine malfunctioned or machine assigned 5% or more of total traffic to the "unclassified" category (greater than 100 feet).

2) Traffic count was conducted at the wrong location or for the wrong duration.

3) Traffic count was affected by an abnormal occurrence such as a construction detour, special event or other cause that could be recognized by TERRA's personnel.

4) Traffic count was not continuous (and simultaneous if more than one machine was used at a count location) over the minimum duration specified.

5) Electronic documentation was not complete.

Paying for Recounts

Each count submitted will be reviewed by the Kane County Project Manager and if accepted will be paid on the next invoice. If the count is not accepted, the Kane County Project Manager will request a recount. **Kane County may approve only one count at a location.** The unaccepted count will be reviewed at the end of the count season and if it falls within a reasonable range of the accepted count, TERRA will receive payment for it on the last invoice of the year.

Progress reports will include a statement summarizing the work performed during the report period and an outline of the work expected to be performed during the following period.

TERRA ENGINEERING LTD.

EXHIBIT B - KANE COUNTY 2026 TRAFFIC COUNTS – SCHEDULE OF FEES

Base Count Locations (208 locations)

Count Type	Number of Locations	Unit Cost	Total Cost
Hi-Star 1-3 Lanes	158	$350	$55,300
Hi-Star 4 or more Lanes	17	$400	$6,800
Video Count	33	$500	$16,500
Total	208		$78,600
Analysis and Mapping	208	$150	$31,200
		Total Cost (Base Counts)	$109,800

Contingency Locations (10% additional locations)

Count Type	Number of Locations	Unit Cost	Total Cost
Hi-Star 1-3 Lanes	16	$350	$5,600
Hi-Star 4 or more Lanes	2	$400	$800
Video Count	3	$500	$1,500
Total	21		$7,900
Analysis and Mapping	21	$150	$3,150
		Total Cost (Contingency Counts)	$11,050

Total Contract Allowance $120,850

EXHIBIT "C"

PREVAILING WAGE RATES

It is the policy of the State of Illinois as declared in the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*) "that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works".

The CONSULTANT agrees to pay, when applicable, the current Illinois Department of Labor Prevailing Wage Rates for all County of Kane projects. Current prevailing wage rates are available from the Illinois Department of Labor at their website: http://www.state.il.us/agency/idol/rates/rates.HTM.

Prevailing wage rates are subject to revision monthly. The CONSULTANT acknowledges its responsibility, for payment of any applicable future adjustment thereof.

The CONSULTANT further acknowledges its responsibility to notify any sub-consultant of the applicability of the Prevailing Wage Act.

When applicable, the CONSULTANT agrees to provide the Kane County Division of Transportation "certified payrolls" as required by the Prevailing Wage Act

TERRA Engineering, Ltd.
Company Name

Signature of Officer of Company

Executive Vice President
Title

7/6/2026
Date

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-373

AMENDING RESOLUTION NO. 24-552 AND APPROVING A SUPPLEMENTAL OVERPASS AGREEMENT WITH THE UNION PACIFIC RAILROAD FOR KIRK ROAD OVER UNION PACIFIC RAILROAD, KANE COUNTY SECTION NO. 12-00192-04-BR

WHEREAS, the Kane County Board adopted Resolution No. 24-552 on December 10, 2024, approving an Overpass Agreement with the Union Pacific Railroad (UPRR) for the Kirk Road over Union Pacific Railroad Project, Kane County Section No. 12-00192-04-BR; and

WHEREAS, the County and UPRR have negotiated an amendment to the Overpass Agreement to extend the term of the agreement and provide additional time necessary to complete the Project; and

WHEREAS, additional costs attributable to the County are required under the amended agreement to obtain a temporary construction easement; and

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Amended Overpass Agreement between the County of Kane and the Union Pacific Railroad for Kane County Section No. 12-00192-04-BR is hereby approved, and the Kane County Board Chairman is authorized to execute all documents necessary to implement the amended agreement.

BE IT FURTHER RESOLVED that the Kane County Board is authorized to appropriate the additional sum of Fifty-One Thousand Nine Hundred Twenty Dollars ($51,920) from Motor Fuel Tax Fund #302, Line Item #74010 (Highway Right of Way), for costs attributable to the County pursuant to the terms of the Amended Overpass Agreement.

Line Item: 302.520.522.74010
Line Item Description: Highway Right of Way
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Amending Resolution No. 24-552 and Approving a Supplemental Overpass Agreement with the Union Pacific Railroad for Kirk Road over Union Pacific Railroad, Kane County Section No. 12-00192-04-BR

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Jennifer O'Connell, 630.406.7333

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $51,920.00
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution amends Resolution No. 24-552 which approved an Overpass Agreement with the Union Pacific Railroad (UPRR). The amendment extends the term of the agreement and appropriates an additional $51,920.00 from Motor Fuel Tax Fund 302 (302.520.522.74010) to cover costs associated with extending the term of temporary construction easement from the UPRR.

Staff recommends approval.

UPRR Project No.: 0525140

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT (the "Supplement") is made as of the _____ day of _____, 20___, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad") and the **COUNTY OF KANE,** a municipal corporation or political subdivision of the State of Illinois to be addressed at 41W011 Burlington Road, St. Charles, IL 60175 ("Political Body").

RECITALS:

By instrument dated January 22, 2025, Railroad and the Political Body entered into a Public Highway At-Grade Crossing Agreement identified as the Railroad's Project No. 0525140 (the "Original Agreement") covering the reconstruction, realignment, maintenance, and use of the existing Kirk Road grade-separated public road crossing (DOT No. 174987P), located at Mile Post 33.9 on its Geneva Subdivision in or near Geneva, Kane County, Illinois (the "Roadway") as shown on the Railroad Location Print attached to the Original Agreement.

The Political Body has requested a Supplemental Agreement to include a new Exhibit E Temporary Construction Easement Deed.

AGREEMENT:

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

SECTION 1 - **AMENDMENT OF THE ORIGINAL AGREEMENT**

Effective as of _____, Railroad amends the Original Agreement to include a new **Exhibit E**, Temporary Construction Easement Deed.

The Original Agreement Section 2 is amended to: Upon completion of the execution of this Agreement and Railroad's receipt from Political Body of **Seventy-Seven Thousand Eight Hundred Eighty Dollars ($77,880.00)**, the Railroad shall execute and deliver to the Political Body a limited non-exclusive permanent easement in the Temporary Construction Easement Deed marked **Exhibit E**, attached hereto and hereby made a part hereof, for the property described in **Exhibit A**.

The Political Body's use of such property shall be subject to the terms and conditions of this Agreement and the obligation of the Political Body and its contractors to comply with such provisions. The temporary construction area granted herein shall commence as of the effective date of this Agreement and continue for thirty-six (36) months, or until the project has been completed, whichever occurs earlier.

SECTION 2 - **AGREEMENT SUPPLEMENTAL**

This agreement is supplemental to the Original Agreement, as herein amended, and nothing herein contained shall be construed as amending or modifying the same except as herein specifically provided.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be executed in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID No. 94-6001323)

By_____

Printed Name:_____

Title:_____

COUNTY OF KANE

By_____

Printed Name:_____

Title:_____

EXHIBIT E

To Supplemental Agreement

Temporary Construction Easement Deed

Prepared By:
Union Pacific Railroad
Real Estate
1400 Douglas St
STOP 1690
Omaha, NE 68179

2026K024387

SANDY WEGMAN
RECORDER - KANE COUNTY, IL
RECORDED: 6/12/2026 08:46 AM
REC FEE: 80.00
PAGES: 5

After Recording, Mail To:

Kane County Division of Transportation
41W011 Burlington Road
Saint Charles, IL 60175

(Space Above Reserved for County Recorder's Use)

TEMPORARY CONSTRUCTION EASEMENT DEED

THIS Temporary Construction Easement Deed is made this 10 day of June 2026, between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Grantor"), and **COUNTY OF KANE**, an Illinois municipal corporation ("Grantee"), whose address is 41W011 Burlington Road, Saint Charles, IL 60175.

Grantor for and in consideration of the sum of **SEVENTY-SEVEN THOUSAND EIGHT HUNDRED EIGHTY DOLLARS ($77,880.00)** and other valuable consideration, to it paid by Grantee, the receipt whereof is hereby confessed and acknowledged, grants to Grantee, its successors and assigns, a NON-EXCLUSIVE TEMPORARY CONSTRUCTION EASEMENT ("TCE"), for the sole purpose of constructing, maintaining and repairing a public grade-separated overpass ("Structure") on, over, and across the property at or near Grantor's Mile Post 33.9 (DOT No. 174987P) on Grantor's Geneva Subdivision in Geneva, Kane County, Illinois, described in **Exhibit A**, attached and by reference made a part hereof (the "TCE Area"), pursuant to the Illinois Highway Code as may be amended from time to time.

The TCE shall commence as of the effective date of this Temporary Construction Easement Deed and continue for thirty-six (36) months, or until the project has been completed, whichever occurs earlier (the "Completion Date"). Grantee agrees to record a release of this Temporary Construction Easement Deed within one month of the Completion Date.

The TCE is granted for the purpose described above only. Without limitation of the foregoing, this grant does not include the right to install utilities of any nature, including, without limitation, fiber optic, cable television, electrical, gas or liquid distribution, or telephone lines.

Grantee's use of the TCE granted herein shall conform with Division 100 "General Requirements and Covenants" as set forth in IDOT's Standard Specifications for Road and Bridge Construction adopted January 1, 2022, as amended from time to time ("Sections"). If an amended version of any of the Sections are amended in a manner, which results in the requirements contained in any one or more Sections being limited or eliminated, then at a minimum, the Section, in its form as adopted on January 1, 2022, shall govern. Except as may be provided in the Illinois Highway Code, third-party use of this TCE by permit or otherwise shall be subject to the Grantor's approval, which will not be unreasonably withheld.

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920

Grantor, its successors and assigns, reserve the right to construct at any and all times and to maintain railroad tracks and appurtenances, fiber optic or signal lines and facilities, pipe, telephone, and electric poles and wire lines, over, under and across the TCE Area, but in such a way as to not unreasonably interfere with Grantee's use of the TCE; it being understood that the rights so reserved by Grantor, its successors and assigns, are retained along with the general right of Grantor, its successors and assigns, to use of the TCE Area for any purpose not inconsistent with Grantee's use of the TCE, including, but not limited to any and all general railroad purposes.

The TCE is granted subject to the terms and conditions contained in the separate Public Highway Overpass Agreement dated January 22, 2025, as signed by Grantor and the Grantee, and all outstanding leases, licenses and other outstanding rights, including, without limitation, those for pipe, telephone, electric and fiber optic lines and the right of renewals and extensions of the same, and subject also to all conditions, limitations, restrictions, encumbrances, reservations or interests of any person that may affect the TCE Area, whether recorded or unrecorded.

The TCE is also limited to such rights as Grantor may have in the TCE Area and is granted without warranty, express or implied. No damages shall be recoverable from Grantor because of any dispossession of Grantee or because of failure of, or defect in, Grantor's title.

Grantee shall construct, maintain and repair the Structure in good condition and repair so that no damage will result from its use to the adjacent land of Grantor or third party, its successors and assigns. Grantee shall also construct, maintain and repair the Structure in such manner not to cause any interference with Grantor's tracks and appurtenances or rail operations, or the facilities or access rights of utility companies or other occupants of the TCE Area.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of Grantor caused by opening, improving, and using the TCE for highway purposes. This acknowledgment does not waive any claims, including but not limited to trespass or negligence, against Grantee or Grantee's agents which may cause damage to Grantor's remaining property.

This grant shall constitute a covenant which runs with the land and shall be binding upon the legal representatives, successors or assigns of Grantor.

Grantor and Grantee have caused this Temporary Construction Easement Deed to be executed as of the date first herein written.

[signatures on following page(s)]

Grantor and Grantee have caused this Temporary Construction Easement Deed to be executed as of the date first herein written.

Attest:

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation

Anna C. Palmer

By: _____

Title: AVP - REAL ESTATE

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On June 10th, 2026, before me, David LaPlante, Notary Public in and for said County and State, personally appeared Michael Wohlwend and Anna C Palmer, who are the Asst Secretary and AVP Real Estate, respectively, of UNION PACIFIC RAILROAD COMPANY, a Delaware Corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

General Notary - State of Nebraska
DAVID LAPLANTE
My Comm. Exp. Sept. 18, 2029

David LaPlante
Notary Public

(Seal)

Attest:

_____

COUNTY OF KANE

By: _____

Title: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF KANE)

On _____, 2026, before me, _____, Notary Public in and for said County and State, personally appeared _____ and _____, who are the _____ and _____, respectively, of COUNTY OF KANE, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

(Seal)

EXHIBIT A

Legal Description of Temporary Construction Easement Area

Parcel:	0005 TE-1
Route:	Kirk Road
Job No.:	R-91-043-13
County:	Kane

That part of the Union Pacific Railroad Company right-of-way in the Northwest Quarter of Section 12, Township 39 North, Range 8 East of the Third Principal Meridian in Kane County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, NAD 83 (2007) East Zone, with a combination factor of 0.99994372 described as follows:

Commencing at the center of said Section 12; thence South 87 degrees 59 minutes 35 seconds West, 1,134.65 feet (1,132.57 feet) along the south line of said Northwest Quarter to the centerline of Old Kirk Road; thence North 07 degrees 03 minutes 41 seconds East, 1,929.03 feet (1,924.68 feet) along said centerline to the south right-of-way line of said railroad; thence continuing North 07 degrees 03 minutes 41 seconds East, 101.04 feet along said centerline to the north line of said railroad; thence South 88 degrees 49 minutes 41 seconds West, 643.33 feet along said north line to the Point of Beginning; thence continuing South 88 degrees 49 minutes 41 seconds West, 162.60 feet along said north line; thence South 00 degrees 43 minutes 57 seconds East, 24.00 feet; thence North 88 degrees 49 minutes 41 seconds East, 162.53 feet; thence North 00 degrees 34 minutes 19 seconds West, 24.00 feet to the Point of Beginning.

Said parcel contains 0.090 acre, more or less.

Parcel:	0005 TE-2
Route:	Kirk Road
Job No.:	R-91-043-13
County:	Kane

That part of the Union Pacific Railroad Company right-of-way in the Northwest Quarter of Section 12, Township 39 North, Range 8 East of the Third Principal Meridian in Kane County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, NAD 83 (2007) East Zone, with a combination factor of 0.99994372 described as follows:

Commencing at the center of said Section 12; thence South 87 degrees 59 minutes 35 seconds West, 1,134.65 feet (1,132.57 feet) along the south line of said Northwest Quarter to the centerline of Old Kirk Road; thence North 07 degrees 03 minutes 41 seconds East, 1,929.03 feet (1,924.68 feet) along said centerline to the south right-of-way line of said railroad; thence South 88 degrees 49 minutes 41 seconds West, 625.90 feet along said south line to the Point of Beginning; thence continuing South 88 degrees 49 minutes 41 seconds West, 172.01 feet along said south line; thence North 00 degrees 34 minutes 19 seconds West, 12.00 feet; thence North 88 degrees 49 minutes 41 seconds East, 172.01 feet; thence South 00 degrees 34 minutes 19 seconds East, 12.00 feet to the Point of Beginning.

Said parcel contains 0.047 acre, more or less.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-374

APPROVING AN AMENDMENT TO THE AGREEMENT WITH PERALTE-CLARK, LLC OF ARLINGTON HEIGHTS, ILLINOIS FOR FABYAN PARKWAY INTERSECTION IMPROVEMENTS AT SETTLERS HILL AND KINGSLAND DRIVE, KANE COUNTY SECTION NO. 21-00373-01-CH

WHEREAS, pursuant to Resolution No. 23-72, the County of Kane approved a Phase I/II engineering services Agreement (hereinafter the "Agreement") with Peralte-Clarke, LLC ("Consultant") and appropriated Seven Hundred Eighty-Eight Thousand Two Hundred Thirty-Six Dollars ($788,236.00), (hereinafter the "appropriation"); and

WHEREAS, the terms of the Agreement between the County and Consultant will expire on August 8, 2026; and

WHEREAS, unobligated funds are still available under the original Agreement and Consultant is actively working towards completion of various tasks contemplated within the Agreement; and

WHEREAS, it is in the County's best interest to extend the end date of the Agreement from August 8, 2026 to August 8, 2029 to expend the allowable funds and provide sufficient time for Consultant to complete all the approved tasks within the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Amendment to the Agreement with Peralte-Clarke Group, LLC is hereby approved and that the Chairman thereof is hereby authorized to execute the Amendment along with any other contemplated by the Agreement and this amendment thereto.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving an Amendment to the Agreement with Peralte-Clark, LLC of Arlington Heights, Illinois for Fabyan Parkway Intersection Improvements at Settlers Hill and Kingsland Drive, Kane County Section No. 21-00373-01-CH

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Jennifer O'Connell, 630.406.7333

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $ N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution amends Phase I/II Design Engineering Agreement with Peralte-Clark, LLC. The amendment extends the term of the agreement by 3 years with a new termination date of August 8, 2029. No change in the appropriation amount is requested at this time.

Staff recommends approval.

AMENDMENT 1 TO THE PHASE I/II
DESIGN ENGINEERING AGREEMENT
BETWEEN THE COUNTY OF KANE AND
AND PERALTE-CLARK, LLC. OF ARLINGTON HEIGHTS, ILLINOIS
FOR PROFESSIONAL DESIGN ENGINEERING SERVICES
FABYAN PARKWAY INTERSECTION IMPROVEMENTS AT SETTLERS HILL AND KINGSLAND DRIVE
KANE COUNTY SECTION NO. 21-00373-01-CH

PURCHASE ORDER #2023-0579

This Amendment made this 11th day of August 2026 to the Agreement between COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY"), and, PERALTE-CLARK, LLC., an Illinois limited liability company and an Illinois licensed professional engineering firm with offices at 44 South Vail Avenue, Suite 201, Arlington Heights, Illinois, 60005-1841 (hereinafter referred to as the "CONSULTANT"). The COUNTY and the CONSULTANT are sometimes hereinafter collectively referred to as the "PARTIES" and individually as a "PARTY".

RECITALS

WHEREAS, pursuant to Kane County Resolution No. 23-72, the County and the CONSULTANT entered into an agreement (herein after the "Agreement") for Professional Design Engineering Services for the Fabyan Parkway at the intersections of Settlers Hill and Kingsland Drive Improvements (herein after the "Project"); and

WHEREAS, the term of the Agreement was for three and a half years and shall expire on August 8th 2026, and shall expire before completion of the previously approved Project; and

WHEREAS, as of this date, there are funds available in the original appropriation for the Project; and

WHEREAS, it is in the County's best interest to extend the term of the Agreement by an additional three (3.0) years from the date of expiration from Kane County Resolution No. 23-72; and

WHEREAS; additional compensation to the CONSULTANT shall not be required for this extension of term, nor shall additional appropriation of funds be required.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein set forth, and the understandings of each party to the other, the parties do hereby mutually agree as follows:

1.0 RECITALS INCORPORATED

1.1 The foregoing preambles are incorporated into this Amendment as though fully set forth herein,

2.0 AGREEMENT REMAINS IN EFFECT

2.1 The previous Agreement remains in full force and effect except to the extent that the provisions of the Amendment #1 conflict with the Agreement, in which case the provisions of the Amendment #1 shall control.

3.0 TERMS OF THIS AGREEMENT

3.1 The term of the Agreement, including this Amendment thereto, shall commence upon the date this Amendment is executed by all parties herein, and shall continue in full force the effect until the earlier of the following occurs:

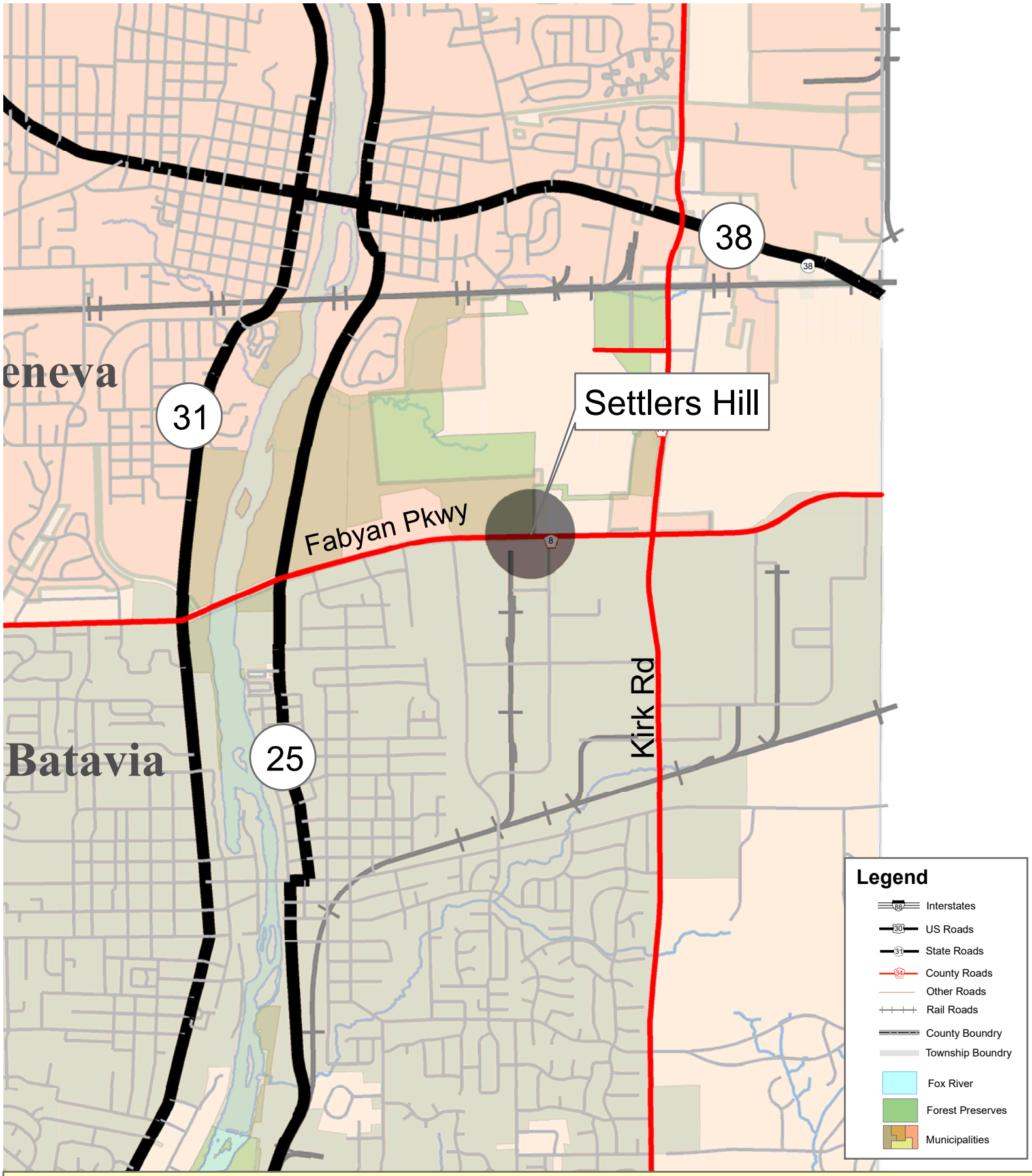
A. The Party's termination of this Agreement in accordance with the terms of Section 16.0; or,

B. August 8th, 2029.

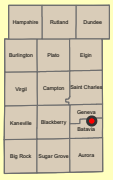
IN WITNESS WHEREOF, the PARTIES set their hands and seals as of the date written above.

COUNTY OF KANE	PERALTE-CLARK, LLC.
_____	_____
CORINNE M. PIEROG CHAIRMAN, KANE COUNTY BOARD	JEAN-ALIX PERALTE, P.E., PTOE PRESIDENT
ATTEST:	ATTEST:
_____	_____
JOHN A. CUNNINGHAM KANE COUNTY CLERK	JOHN A. CLARK, P.E., ENV SP EXECUTIVE VICE PRESIDENT

(seal)



Fabyan Parkway Intersection Improvement
Traffic Control Modification



0 550 1,100 2,200 3,300 4,400 Feet

0 1 Miles

KANE COUNTY Division of Transportation

929

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STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-375

APPROVING AN AGREEMENT WITH CIORBA GROUP, INC. OF CHICAGO, ILLINOIS FOR ON-CALL PHASE III ENGINEERING SERVICES, KANE COUNTY SECTION NO. 26-00597-00-EG

WHEREAS, “on-call” Phase III Engineering (construction) services are necessary for various Kane County highway improvements (hereinafter referred to as “Project”); and

WHEREAS, in order to complete the Project it is necessary to retain a professional engineering firm to perform “on call” Phase III Engineering services therefor; and

WHEREAS, Ciorba Group, Inc., 8725 W. Higgins Road, Suite 600, Chicago, Illinois 60631 has Phase III Engineering experience and professional expertise and is willing to perform Project “on call” phase III engineering services for an amount not to exceed Three Hundred Thousand Dollars ($300,000.00); and

WHEREAS, it is in the County's best interest to enter into an “on call” Phase III Engineering services agreement with the Engineer for the Project, (a copy of which is on file with the County Clerk's Office).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board hereby approves the Phase III Engineering services Agreement with Ciorba Group, Inc. and that the Chairman thereof is hereby authorized to execute the agreement with Ciorba Group, Inc. of Chicago, Illinois for Project “on call” Phase III Engineering services.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board appropriate the not to exceed sum of Three Hundred Thousand Dollars ($300,000.00) to pay for “on call” phase III engineering services for the Project and that said sum be paid from Transportation Sales Tax Fund No. 305, Line Item # 50140 (Engineering Services).

Line Item: 305.520.527.50140
Line Item Description: Engineering Services
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving an Engineering Services Agreement with Ciorba Group, Inc. of Chicago, Illinois for the On-Call Phase III Engineering Services Project, Kane County Section No. 26-00597-00-EG

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Jennifer O'Connell, 630.406.7333

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $300,000.00
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

Due to a shortage of staff within the Construction Department, KDOT is in need of a professional engineering firm to perform on-call Phase III engineering services for various construction contracts.

Utilizing the Qualification Based Selection (QBS) Professional Services Procurement Process, KDOT staff solicited Statements of Interest (SOI) and received nine SOIs from qualified professional consulting firms. The SOIs were reviewed and three firms were shortlisted to submit a full proposal.

Ciorba Group, Inc. was selected as the most qualififed firm. Staff recommends approval of an agreement for three years in an amount not to exceed $300,000.00 to help fill the staffing gap as we look for a more permanent staff replacement.

AN AGREEMENT BETWEEN THE COUNTY OF KANE
AND CIORBA GROUP, INC.
FOR ON CALL PHASE III ENGINEERING SERVICES
KANE COUNTY SECTION NO. 26-00597-00-EG

PURCHASE ORDER #2026-XXX

This Agreement made this 11th day of August 2026 between COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the "County"), and, Ciorba Group, Inc., an Illinois corporation authorized to conduct business in the State of Illinois and an Illinois licensed professional engineering firm with offices at 8725 W. Higgins Road Suite 600, Chicago, Illinois 60631 (hereinafter referred to as the "Consultant"). The County and Consultant are sometimes hereinafter collectively referred to as the "Parties" and individually as a "Party".

WITNESSETH

WHEREAS, it is deemed to be in the best interest of the County and the motoring public to improve and maintain the various highways throughout Kane County; and

WHEREAS, the County requires On-Call Phase III Engineering Services for various County highway projects (hereinafter referred to as "Project"); and

WHEREAS, in order to implement the Project, it is necessary to retain the services of a professional engineering firm to provide Phase III Engineering Services for the Project; and,

WHEREAS, Consultant has experience and professional expertise in Phase III Engineering Services and is willing to perform said services for the Project in an amount not to exceed Three Hundred Thousand Dollars and no Cents ($300,000.00); and

WHEREAS, the County has determined that it is in the County's best interest to enter into this Agreement with Consultant.

NOW, THEREFORE, in consideration of the above stated preambles, the mutual covenants and agreements herein set forth, the Parties do hereby mutually covenant, promise, agree and bind themselves as follows:

1.0 INCORPORATION

1.1 All of the preambles set forth hereinabove are incorporated into and made a substantive part of this Agreement.

2.0 SCOPE OF SERVICES

2.1 Consulting services for the Project are to be provided by Consultant according to the specifications set forth in the Scope of Services attached hereto as Exhibit "A"

and incorporated into the terms of this agreement by reference. These services are sometimes also referred to as the "work" in this agreement.

3.0 NOTICE TO PROCEED

3.1 The Kane County Engineer shall provide authorization to proceed with the work described and identified in the Scope of Services in the form of a written notice to proceed (hereinafter "Notice to Proceed"), subsequent to execution of this agreement by the Chairman of the Board of the County.

4.0 TECHNICAL SUBCONSULTANTS

4.1 The Kane County Engineer shall provide written approval before any technical sub-consultants are hired by the Consultant to perform any of the work contemplated by this agreement.

4.2 Consultant shall hire and supervise any sub-consultants performing work on the Project. Consultant shall be solely responsible for any and all work performed by any sub-consultant in the same manner and with the same liability as if the work was completed by Consultant directly.

5.0 TIME FOR PERFORMANCE

5.1 Consultant shall commence work on the Project as directed in the Notice to Proceed. The County is not responsible for any work performed by Consultant or any sub-consultant prior to the commencement date set forth within the Notice to Proceed.

5.2 Consultant shall submit a schedule for completion of the Project to the County no later than seven (7) business days after the Notice to Proceed is mailed or otherwise transmitted to Consultant. The proposed schedule is subject to approval by the County Engineer which shall not be unreasonably withheld.

5.3 Consultant and all sub-consultants are strictly prohibited from completing any work on this Project subsequent to the termination of this agreement for any reason.

6.0 COMPENSATION

6.1 The County shall only pay the Consultant for work performed in accordance with the terms and conditions of this agreement.

6.2 The County shall pay the Consultant based upon the hourly rates for personnel working on the Project. The average hourly rates and hourly rate ranges are set forth in Exhibit "B", which is attached hereto and incorporated into this agreement.

6.3 The County shall pay Consultant for supplies and materials required for the completion of all work defined in the exhibit(s) attached hereto.

6.4 Consultant shall provide corresponding copies of all receipts and paid invoices from material suppliers to the County prior to receiving approval of a reimbursement payment for the supplies and materials procured by Consultant.

6.5 Any Project costs not specifically referenced in this agreement or the exhibits thereto, are unauthorized. The County shall have no responsibility for their payment, or to reimburse Consultant for unauthorized payments made in completion of the Project work.

6.6 Within Forty-Five (45) days of the County's approval of properly documented invoices, the County shall pay or cause to be paid to Consultant partial payments of the compensation specified in the exhibit(s) to this Agreement. The County reserves the right to hold back a sum equal to five percent (5%) of the total contract sum to ensure performance satisfactory to the Kane County Engineer.

6.6 Total payments to Consultant under the terms of this Agreement shall not exceed Three Hundred Thousand Dollars and no cents ($300,000.00).

6.7 Consultant shall utilize the County's Automatic Clearing House (ACH) payment program for all payments received pursuant to this agreement.

7.0 DELIVERABLES.

7.1 Consultant shall provide the County, prior to the termination of this Agreement, or at any such time as the Kane County Engineer directs, any required deliverables related to work performed under this agreement.

7.2 Upon receipt, review and acceptance of all deliverables by the County (if required), final payment will be made to the Consultant by the County.

8.0 CONSULTANT'S INSURANCE

8.1 Consultant and any sub-consultants shall, during the term of this Agreement and as may be required thereafter, maintain, at its sole expense, insurance coverage including:

A. Worker's Compensation Insurance in the amount mandated by Illinois law.

B. Employer's Liability Insurance in an amount not less than One Million Dollars ($1,000,000) for each accident/injury and One Million Dollars ($1,000,000) for each potential employee-disease claim.

C. Commercial General Liability Insurance, (including contractual liability) with limits of not less than One Million Dollars ($1,000,000) for each occurrence of bodily injury/property damage; Two Million Dollars ($2,000,000) in aggregate for injury/property damage; and Two

Million Dollars ($2,000,000) in the aggregate for products-completed operations.

D. Commercial Automobile Liability Insurance with a minimum limit of One Million Dollars ($1,000,000) per accident/occurrence.

E. Professional Errors and Omissions Insurance with a minimum limit of One Million Dollars ($1,000,000) per claim.

F. Cyber Liability Insurance with a minimum limit of One Million Dollars ($1,000,000) per claim.

G. Fiduciary Liability Insurance with a minimum limit of One Million Dollars ($1,000,000) per claim.

8.2 Consultant shall provide the County copies of the Consultant's certificates of insurance prior to the issuance of the Notice to Proceed. The certificate(s) of insurance shall identify the County of Kane as the Certificate Holder and shall also identify the Section Number set forth in the title to this agreement. Consultant shall provide to the County and maintain a certificate of insurance for its General Liability Policy which identifies the County as an additional named insured. The additional named insured endorsement included on the Consultant's Commercial General Liability policy shall provide the following:

A. That the coverage afforded the County as an additional insured will be primary insurance with respect to all claims arising out of work performed by or on behalf of Consultant; and

B. That if the County has insurance which is applicable to a potential claim, said insurance shall be used only after Consultant's insurance policy limits have been reached with respect to an underlying claim; and.

C. That Consultant's liability under any insurance policy shall not be reduced due to the existence of an insurance policy maintained by the County; and

D. That the certificate of insurance shall contain a provision or endorsement stating the coverage afforded will not be canceled, or allowed to lapse due to the failure to renew the policy until a thirty (30) day written notice of the pending cancellation has been provided to the County. The non-payment of an insurance premium by Consultant or its sub-consultants shall be considered an exception to this provision, with written notice of the non-payment of an insurance premium to be provided to the County within ten (10) days prior to any cancellation of an insurance policy

The insurance required to be purchased and maintained by Consultant shall be provided by an insurance company acceptable to the County with an AM Best rating of A- or better, and licensed to do business in the State of Illinois. The insurance policy coverage provided by Consultant shall include at a minimum, the

specified coverage and limits identified in this agreement. If Illinois law, federal law, or other relevant regulations require insurance coverage above and beyond the terms and amounts set forth in this agreement, Consultant and any sub-consultants shall maintain insurance policies in conformity with the law or relevant regulation. In no event shall any failure of the County to receive policies or certificates of insurance, or to demand receipt of the same be construed as a waiver of the Consultant's obligation to obtain and maintain insurance in conformity with this agreement.

9.0 INDEMNIFICATION.

9.1 Consultant shall indemnify and hold harmless the County, and its officials, directors, officers, agents, and employees from and against any and all claims, damages, liabilities and costs, including but not limited to court costs and reasonable attorney's fees, arising out of or resulting from performance of the work, provided that such claims, damages, liabilities or cost is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property but only to the extent caused by negligent acts or omissions of the Consultant, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, excluding any proportionate amount of any claim, damage, loss or expense which is caused by the negligence of the County. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity, which would otherwise exist as to a Party or person described in this paragraph. In claims against the County and its officials, directors, officers, agents, and employees by an employee of the Consultant, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or a sub-consultant under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

9.2 Nothing contained herein shall be construed as prohibiting the County, its officials, directors, officers, agents, and employees, from selecting and using its own agents, attorneys and experts, to defend any claims, actions or suits brought against the County.

9.3 If any errors, omissions, intentional or negligent acts are made by Consultant or a sub-consultant in any phase of the work, the correction of which requires additional materials, supplies, field work, or office work, Consultant shall be required to procure said additional materials and supplies, and perform such additional work as may be necessary to remedy the same without undue delay or charge to the County.

9.4 Acceptance of the work by the County will not relieve Consultant of its responsibility for the quality of its work product, nor Consultant's liability for loss or damage to property or persons resulting therefrom.

10.0 SATISFACTORY PERFORMANCE.

10.1 Consultant and all sub-consultants shall maintain a standard of performance under the terms of this agreement which meets the quality and standards commonly accepted in the industry in the Chicago Metropolitan area, to the satisfaction of the County Engineer.

11.0 CONFLICT OF INTEREST.

11.1 Consultant represents that it has no conflicting public or private interest and shall not acquire any such interest that would conflict in any manner with the performance of Consultant's services under this agreement.

11.2 By executing this agreement, Consultant represents, warrants, and, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Purchasing Act; and further certifies that it has not been barred from contracting with a unit of State or Local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, 1992, Chapter 720, paragraph 5/33E-3).

12.0 OWNERSHIP OF DOCUMENTS.

12.1 Consultant agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, written and electronic correspondence, computations and any other document(s) prepared by Consultant under the terms of this Agreement shall be properly arranged, indexed and delivered to the County within ninety (90) days of receipt of a written request for the document by the County.

12.2 Any documents or materials created or maintained pursuant to this Agreement shall be considered the property of the County. The County shall have the right to use any document or materials without restriction or limitation, and without compensation to Consultant other than as provided for in this agreement.

13.0 COMPLIANCE WITH STATE AND OTHER LAWS – PREVAILING WAGE ACT.

13.1 Consultant and all sub-consultants shall comply with all state, federal and local statutes, ordinances and regulations in completion of the work contemplated by this agreement. Further, Consultant and any sub-consultants shall obtain all necessary permits and authorizations from local municipal authorities prior to commencement and subsequent to completion of all work contemplated under this agreement.

13.2 Consultant and all sub-consultants are strictly prohibited from discriminating against any worker, job applicant, employee or member of the public, due to an individual's race, creed, color, sex, age, handicap, or national origin. Further, Consultant and all sub-consultants are prohibited from engaging in any unfair employment practices, as the term is recognized under state and federal law.

13.3 Consultant and any sub-consultant(s) shall comply with all applicable state and federal prevailing rate of wage laws, and shall take all steps necessary to remain in compliance therewith. (See: Exhibit "C" for reference).

13.4 Consultant and all sub-consultant(s) shall comply with and are subject to the Kane County Ethics Ordinance (Article II, Division 3, Section 2-211) provided for in the Kane County Municipal Code.

14.0 MODIFICATION OR AMENDMENT

14.1 The terms of this agreement may only be modified or amended by a written agreement duly executed by both Parties.

15.0 TERM OF THIS AGREEMENT.

15.1 The term of this Agreement shall begin on the date this agreement is fully executed and shall continue in full force and effect until one of the following events occurs:

A. A Party's termination of this agreement in accordance with the terms of Section 16.0; or

B. Completion of the Project as contemplated by this agreement; or

C. February 28, 2030.

15.2 In the event the required time is exceeded and/or anticipated personnel requirements are not adequate and remaining funds are not sufficient to complete the Project, adjustments in the total compensation due to Consultant may be determined by negotiation between the County and Consultant. The County shall, however, have no obligation to agree to any modification of the terms set forth in this agreement.

15.3 The first calendar day for the purposes of this agreement shall be the date the County provides the Notice to Proceed to Consultant. In the event the Project work is suspended as memorialized on a "Report of Starting and Completion Date," the calendar days for this agreement will be adjusted for the same amount of time.

15.4 Notwithstanding anything contained within Section 15.0 of this agreement, the Kane County Engineer may, in his sole discretion and with the consent of Consultant, extend the term of this agreement for a period of time up to but not to exceed one year.

16.0 TERMINATION ON WRITTEN NOTICE.

16.1 Except as otherwise set forth in this agreement, Consultant shall have the right to terminate this agreement for cause upon serving sixty (60) days written notice upon the County.

16.2 The County may terminate this Agreement at any time upon written notice to Consultant.

16.3 Upon termination of this agreement, the obligations of the Parties to this Agreement shall cease. However, neither party shall be relieved of its duty to perform contractual obligations up through the date of termination. Notwithstanding the same, the obligations of Consultant to indemnify and hold the County harmless as provided for in Section 9.0 above shall survive the termination of this agreement.

16.4 Upon any termination of this agreement, all data, work product, reports and documents created or maintained, as a result of the Parties' obligations under this agreement shall remain the property of the County and shall be provided to the County within thirty (30) days subsequent to the County's written request for the same.

17.0 ENTIRE AGREEMENT.

17.1 This agreement contains the entire agreement, contemplated by the Parties. The Parties represent and warrant that there are no other covenants, promises, conditions or representations, either oral or written, other than those contained in this agreement.

18.0 NON-ASSIGNMENT.

18.1 This Agreement shall not be assigned without prior written approval of all Parties to this agreement.

19.0 SEVERABILITY.

19.1 In the event any provision of this Agreement is determined to be unenforceable for any reason, it shall not affect the validity of the remaining terms of the agreement. As such the agreement shall remain in full force and effect as if the unenforceable provision were entirely removed from this agreement.

20.0 GOVERNING LAW.

20.1 This agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance of the Parties' obligations identified herein.

20.2 The Parties agree that the appropriate venue for any dispute arising under the terms of this agreement shall be the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois.

21.0 NOTICE.

21.1 For the purpose of this agreement, written notice shall be deemed to be provided to a Party three (3) business days subsequent to the post-marked date set forth on regular first-class mail sent for delivery through the United States Postal Service. Any written notice required under the terms of this agreement shall be sent to the following addresses and Parties by First Class regular mail:

KANE COUNTY DIVISION OF TRANSPORTATION
41W011 Burlington Road
Saint Charles, Illinois 60175
Attn.: Michael Zakosek, P.E., Kane County Engineer

CIORBA GROUP, INC.
8725 W. Higgins Road, Suite 600
Chicago, Illinois 60631
Attn.: Salvatore DiBernardo, Chief Executive Officer

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

COUNTY OF KANE	CIORBA GROUP, INC.
_____	_____
CORINNE M. PIEROG MADAM CHAIR, KANE COUNTY BOARD	DUANE O'LAUGHLIN CHIEF OPERATING OFFICER
ATTEST:	ATTEST:
_____	_____
JOHN A. CUNNINGHAM KANE COUNTY CLERK	MELISSA BENTZ CORPORATE SECRETARY

EXHIBIT A

Scope of Services

Consulted Construction Management/Observation

A. OVERVIEW

THE ENGINEER AGREES:

1. To perform or be responsible for the performance of the following engineering services for the COUNTY in connection with the proposed improvement herein described:

    a. Furnish or cause to be furnished:
    b. Construction observers and other technical personnel to perform the construction observation. The COUNTY, based upon the project scope, shall direct the amount of personnel.
    c. Continuous observation of the work and Contractor's operations for compliance with the plans and specifications as construction proceeds, however the ENGINEER does not guarantee the contact performance of the Contractor.
    d. Maintain daily records of Contractor's activity which shall include:
        i. Project diary
        ii. Inspector's Daily Report (IDR)
        iii. Quantity Book
        iv. Resident's Weekly Report
        v. Paving Summary (Field Book)
        vi. Daily photography of detour, MOT, site conditions and work progress
        vii. All other documentation required by the COUNTY
    e. Supervision of construction observers, proportioning engineers, and other technical personnel and also the type, frequency, and location of material testing and sampling.
    f. Establish of centerline control and recovering of benchmarks. Also, random checks as required by the COUNTY of Contractor's construction staking activities.
    g. Preparation and submission to the COUNTY in required form and number of copies, all partial and final Pay Estimates, Change Orders, records and reports required by the COUNTY.
    h. Ensure that all required evidence of material certification and inspection is received from the Contractor before final payment is made
    i. Mark contract plans in red to provide record drawings (As-Built Plans) of the completed project for permanent record. Submit one set of As-Build Plans to the COUNTY at the time of final payment.
    j. Prepare for and provide meeting minutes to the COUNTY no later than 7 days from the date of the meeting
    k. Schedule, coordinate and provide an agenda for weekly progress meetings. Also, to provide meeting minutes to the COUNTY no later than 7 days from the date of the meeting.
    l. Data is to be collected DAILY and made available to the owner, on elevations and field measurements for installed items such as inverts and grades for pipes and structures when field inspectors are present and in site. Data may also be collected at the end of the project as confirmation. The basic survey notes and sketches, charts,

computations and other data and records prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the COUNTY without cost and without restriction or limitation as to their us.

m. Submit to the COUNTY a list of the personnel and the equipment the Resident Engineer proposes to use in fulfilling the requirements of this agreement.

2. Coordinate, furnish or cause to be furnished:

   a. Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials Physical Research of the Illinois Department of Transportation (IDOT) and promptly submit reports on forms prepared by said Bureau.
   b. Proportioning and testing of bituminous mixtures in accordance with the "Manual of Instructions for Bituminous Portioning and Testing" issued by the Bureau of Materials and Physical Research of the Illinois Department of Transportation (IDOT) and promptly submit reports on forms prepared by said Bureau.
   c. All compaction tests as required by the specifications or as directed by the COUNTY and report promptly the same on forms prepared by the Bureau of Materials and Physical Research of the Illinois Department of Transportation (IDOT).
   d. Quality and sieve analysis on local aggregates that are not from approved producers (as listed by the Bureau of Materials and Physical Research of the Illinois Department of Transportation (IDOT) to see that they comply with the specifications contained within the contract.
   e. Inspect all materials when the Bureau of Materials and Physical Research of the Illinois Department of Transportation (IDOT) do not provide inspection at the source and submit inspection reports to the COUNTY in accordance with the policies of the said COUNTY.

B. REQUIRED SERVICES AND PROCEDURES FOR CONSULTED CONSTRUCTION MANAGEMENT/OBSERVATION

1. DUTIES AND AUTHORITY OF THE RESIDENT ENGINEER/TECHNICIAN

The Resident Engineer/Technician (Resident) provided by the Consulting firm or Agency, who from this point on shall be referred to, as the Resident along with his/her staff is responsible for all construction details on the project. He/she shall report directly to the Kane County Division of Transportation (KDOT) construction section Chief or his supervision Project Manager (PM). The Resident is expected to accept delegated responsibility and to make decisions within the authority delegated to the Resident Engineer. A Resident's first duty is to enforce the contract and specification requirements. The Resident shall assign and schedule all field and material inspection and must maintain daily contact with the Contractor's personnel to proficiently provide the engineering services necessary for the Contractor's continued progress.

In addition, the Resident is expected to make the day-to-day decisions to the extent that his/her experience and construction knowledge permit. However, the Resident is not

authorized nor should the Resident attempt to revise, delete, or change the contract provisions. **When contract, plan or specification changes are anticipated or there is discrepancy between plans, specifications or special provisions, the Resident should contact the KDOT PM immediately for guidance.** The Resident also shall schedule, attend and provide meeting minutes for all necessary meetings. **The Resident shall also contact KDOT PM, by either phone or email, at the beginning of each scheduled work day to inform the PM of work scheduled, work accomplished the day before and any issues that would require guidance or direction. In the event work will not occur due to weather or logistics, the Resident shall inform the KDOT PM either by email or phone as soon as they are aware of the change in scheduling.**

The Resident shall be the KDOT public relations person when dealing with those whom the contract may involve and inconvenience. The Resident shall assure contract compliance with respect to:

a. Contract Proposal
    - Special Provisions
    - Highway Standards

b. Plans
    - General Notes
    - Typical Sections
    - Plan and Profile Sheets
    - Cross Section Sheets
    - Highway Standards
    - All Special Detail Sheets

c. "Supplemental Specifications and Recurring Special Provisions"

d. "Standard Specifications for Road and Bridge Construction"

e. Payroll

f. Pay Estimates

g. Erosion Control/Drainage

h. E.E.O. Bulletin Boards

i. Traffic Control

j. Documentation

k. Inspection
    - Material
    - Field (Various Construction Operations)

l. Army Corp and EPA permits, SWPP completion, NOI and NOT submittals as well as other paperwork required in active permits for the project.

m. CCDD compliance and necessary forms and paperwork

n. Various Other Items

2. MEETINGS

Prior to the start of construction, the Kane County Division of Transportation (KDOT) shall arrange a pre-construction conference. All personnel involved with the project, including all necessary utility representatives, Contractor's personnel, construction supervision personnel, local agency representatives, and KDOT staff shall be requested to attend. The Resident shall be required to attend, run, provide agenda and take meeting

minutes to be submitted to the KDOT with copies sent to all other attendees no later than 7 days after the date of the pre-construction conference.

Bi-weekly coordination meetings shall be scheduled and coordinated by the Resident. These meetings shall be for the purpose of coordinating construction activities for the upcoming two weeks, and any other important issue that may arise. The Resident shall be required to attend, run and also provide meeting minutes to be submitted to the KDOT no later than 7 days after the date of the coordination meeting.

3. DOCUMENTATION

a. Project Diary: The Project Diary is one of the most essential records kept on the job. The Resident or a designated representative of the Resident Engineer shall be required to keep a daily diary on each contract. **IN ADDITION TO THE DAILY DIARY, A MINIMUM OF 10 PHOTOS ARE TO BE TAKEN EVERY DAY WHILE WORK IS BEING DONE DOCUMENTING THE WORK IN PROGRESS, WORK COMPLETED, FORCE ACCOUNT WORK, DEFICIENT WORK AND SITE CONDITIONS, PAYING ATTENTION TO TRAFFIC CONTROL ITEMS AND PLAN M.O.T.**

The diary shall be a bound hardback book; there must be a separate diary on each Contract and a separate diary for each year. All entries throughout the diary shall be in ink.

The first entry in the diary shall be on the inside cover. This entry shall include the year, the official designation of the section (County, Section number, Route, District number, Job number and Contract number), the name of the Contractor, and the name and signature of the Resident. A list of all personnel (inspectors) assigned to or working on the project also shall be printed on the inside cover, and each person shall put his/her initials after his/her name. KDOT's return address shall be noted on the inside cover so that it may be returned if ever lost.

An entry must be made in the project diary for each day of the project, including weekends and holidays, except when the project is officially suspended. Entries must begin by the official start date or when the Contractor begins work, whichever is first. The diary shall contain a day-to-day record of all significant items relating to the project. The date and day of the week shall be shown on the top of the page. Also, the time(s) of arrival and departure of the Resident or staff shall be listed under the date. A description of the day activities, and the number and the type of workers for the general contractor and each of the subcontractors shall be recorded for each day. Other information that shall be documented in the project diary is:

- Weather
- Progress schedule controlling item of work
- Working days charged and reason for partial or non-working days
- Traffic control inspections and changes
- Description and hours of material inspection (done by Material ENGINEERS)

- Important discussions with Contractor(s)
- Official visitors and inspections
- Opening and closing of detours
- Work and materials rejected and reasons
- Time of discontinuing or resuming work and reasons
- Account of any time spent by Contractor's workers or equipment on disputable items of work
- The presence of railroad flaggers and whether the Contractor is to be reimbursed for their services
- Length and cause of any delay
- Dates on which payment began and end for Engineer's Field Office or any calendar-month item
- Description of important faxes and telephone calls. Unusual conditions, if any, such as high water, bridge failures, accident/injuries, etc.

b. **Inspector's Daily Report (IDR):** An inspector's daily inspection field report shall be kept by the Resident and or his/her staff for each contract. Illinois Department of Transportation (IDOT) form BC-628 shall be used for the documentation of daily work. This form is available as a spreadsheet on Microsoft Excel and is available from the KDOT. Completed IDR forms shall be kept in chronological order in a 3-ring hard cover binder. The items shall be checked on the right side of the report when they are entered in the Quantity Book. The information contained on this report shall identify:

- Date
- Name of Contractor/Sub-Contractor(s) that performs on pay items
- Weather
- Item No.
- Pay Item
- Location of work
- Quantity and Units
- Evidence of Material Inspection
- Calculations and Sketches (if applicable)

Note: Calculations and sketches shall be used to justify quantities of all items having foot, square foot, square yard, and cubic yard units. The calculations and sketches shall be based on accurate field measurements and shall be presented in a neat and concise manner on the bottom of the form, on the back page, and or on a separate additional sheet placed after IDR form sheet. Someone other than the person who performed the original calculations shall check all calculations.

c. **Quantity Book:** A Quantity Book shall be kept by the Resident and or his/her staff for each contract. IDOT f01mOC-625 shall be used for the documentation of quantities for federally funded projects only. A similar KDOT Quantity Book form shall be used for all other projects. The KDOT Quantity Book form is available as a spreadsheet on Microsoft Excel and is available from KDOT. A separate Quantity Book sheet shall be provided for each contract pay item. A title page listing the official designation of the section, the name address, and

telephone number of the Contractor, and the address of KDOT shall be provided. Also, a sheet index page listing item number, item, and page number shall be provided. The Quantity Book Sheets (in numerical order), title page, and sheet index page shall all be kept in a 3-ring binder. Quantities shall be placed in this form daily.

d. **Field Books:** Hard cover, bound field books shall be used by the Resident and or his/her staff to record all field measurements including but not limited to the following information:
   - Daily field measurements used to justify quantities shown in the IDR
   - Permanent survey records, layout checks, cross-sections
   - PCC paving summary
   - Bituminous concrete paving summary
   - Pile driving records
   - Depth checks (PCC and bituminous paving, sub-base, topsoil, curb and gutter, etc.)
   - All field books shall be identified with the following information and shall include: Route(s) description, section number, year and the field book number (Ex. Field Book #1) shall be listed on the front cover with a black marker
   - Project designation and the address of the KDOT offices in Campton Hills, Illinois as well as the KDOT PM's name on the inside cover
   - An index page that contains enough detail to show a reviewer the contents and location of the contents within the field book

e. **Resident's Weekly Report:** A weekly report containing a record or the contractor's progress shall be kept by the Resident. IDOT form BC-239 shall be used for the Resident's weekly report. This report shall be filled out weekly, signed by the Resident and a copy mailed to the Contractor's office as soon as possible (at no time shall the Contractor receive the copy later than 7 days from the date of the report). Copies of the report shall be marked "c.c." for:
   - Contractor
   - Project file (KDOT)
   - Resident's file

f. **Other:** Periodic reports for traffic control and project issues shall be completed and maintained as per IDOT policy and procedures. The resident shall keep his/her copies in chronological order, and contained within a hard covered 3-ring binder.

4. CHANGE ORDERS

Whenever it becomes apparent that extra work is necessary on a project, the Resident shall contact KDOT. KDOT shall determine the appropriate course of action. Payment for extra work shall be classified as either an agreed Unit Price or a Force Account. In the case when an Agreed Unit Price shall be used, the Resident shall submit a formal request letter to the Contractor. This letter shall list the requested item, unit and estimated quantity for an Agreed Unit Price.

Once the Contractor's Agreed Unit Price letter is received, the KDOT shall review it. If the Agreed Unit Price letter is found acceptable, the Resident shall prepare the

appropriate Change Order form and submit it to KDOT for further processing by IDOT. In the case when a Force Account is used, the process shall be same as that of an Agreed Unit Price, except that the Resident shall submit a formal request letter to the Contractor requesting an estimated amount for time, equipment and material costs for the proposed Force Account work.

No extra work shall be permitted unless authorized by KDOT.

The resident shall document all additional work under Force Account daily by using IDOT form BC-635 and both the Contractor and the Resident will retain copies.

Materials used on Force Account work that will be incorporated in the job must meet with satisfactory inspection.

The amounts of Labor, Equipment and Materials claimed by the Contractor on his submitted itemized bill, which he prepares at the completion of the extra work, must agree with the daily amounts shown on the completed BC-635 forms.

Refer to Article 109.04 of the Standard Specifications

The completed itemized bill shall be submitted to KDOT for approval, and Change Order processing.

Once KDOT and/or IDOT (Bureau of Construction), as the case may be, have approved the Change Order, the Resident shall add the Agreed Unit Price(s) of Force Account(s) to the next pay estimate as a line item.

All Change Orders shall be either IDOT form BC-22 (for projects using Federal funds) or a KDOT Change Order form. The KDOT Change Order form is available as a spreadsheet on Microsoft Excel and can be obtained from KDOT.

5. PAY ESTIMATES

The Resident shall prepare an Engineer's Payment Estimate (pay estimate) for submittal and payment at least once a month for each contract. All documented partially and completed work that has all required material inspection should be shown for payment on the Engineer's Payment Estimate form. This form shall be used for all projects (except projects using Federal funds). The form is available as a spreadsheet on Microsoft Excel and is available from KDOT.

The pay estimate form for projects using Federal funds shall be received from IDOT (Bureau of Construction – FAUS Projects) once a month. The Resident shall write in the quantities, sign his/her name to the bottom of the form and return it to IDOT (Bureau of Construction – FAUS Projects) for processing of payment. Also, the Resident shall send a copy of KDOT for the job file, as well as retain a copy for Resident's file.

The Resident shall meet with the Contractor before the pay estimate is submitted to ensure agreement of all quantities included in the pay estimate for the month. Any

discrepancy or disagreement between the contractor and the ENGINEER shall be immediately reported to KDOT.

The Resident shall then submit the pay estimate to KDOT for review and processing of payment.

6. **INSPECTION MATERIAL**
An independent Materials ENGINEER shall perform all required material inspection for all projects. The Materials ENGINEER shall be under the direct employment of ENGINEER and shall coordinate, direct and schedule all material inspection with the Materials ENGINEER. The Material ENGINEER shall not be responsible for determining when, what and where they should be performing material inspection. The Resident shall determine the type, frequency, and location as required by the IDOT Project Procedures Guide (Sampling Frequencies for Testing and Inspection) and/or KDOT.

All billings for material inspection services shall be checked and verified with the Project Diary by the Resident or his/her staff for correct dates, hours, and charges. Any disparities shall be report to KDOT as soon as possible. Copies of all material inspection billings shall be kept in the Resident's file.

Materials inspection and documentation is the responsibility of the Materials ENGINEER. However, the Resident and his/her staff shall verify that the quality, quantity and frequency of all material inspection reports meet the requirements of TOOT (Bureau of Materials). Copies of completed material inspection reports shall be retained in the Resident's file.

7. **PLAN QUANITITY ACCPETANCE**
The acceptance of plan quantities as final quantities for a number of the pay items is acceptable providing that KDOT and the Contractor agree in writing that the plan quantities are accurate and will be used as final quantities. The Resident shall receive a list of the items from KDOT that KDOT would like to agree upon.

The Resident and or his/her staff shall, from the plans, verify the accuracy of the quantity of each item on the list. The Resident shall then submit his/her findings, which shall include all calculations used to determine the accuracy of the quantity on the list to KDOT. The KDOT will review the Resident's calculations to determine which items to include on IDOT form BC-981. This form shall be presented to the Contractor at the Pre-Construction Conference and be reviewed, signed and returned to KDOT before any construction work has begun.

8. **CONSTRUCTION LAYOUT VERIFICATION**
All construction layout and staking shall normally be provided by the Contractor and paid for by the item "Construction Layout Stakes". The Resident and or his/her staff shall recover and identify all horizontal control points, benchmarks, and right-of-way corners (for newly acquired parcels) prior to construction. The Resident shall instruct Contractor to submit copies of all field book information regarding layout on a daily basis to be

retained in the Resident's file. The Resident and or his/her staff shall use standard survey methods to randomly check all horizontal locations and elevations for every staking operation. The Resident and or his/her staff shall document all layout checks in a field book. In the event that an error is found, the Resident shall notify the Contractor Immediately and ensure that he/she corrects the error as soon as possible. If an unnecessary amount of layout errors persists, the Resident shall notify KDOT as soon as possible.

9. TRAFFIC CONTROL INSPECTION

Inspection of all traffic control devices, signing, pavement marking, etc. *shall be inspected and photographed* by the Resident or his/her staff at least twice a day when the Contractor is working and once a day when the Contractor is not working. One of the traffic control inspections shall be done at the later part of the day, before the contractor leaves, to allow time for the contractor to correct any deficiencies before they leave at the end of the day. The Resident and or his/her staff shall verify that all traffic control is in accordance with the Traffic Control plan, and all applicable standards. The Resident and or his/her staff shall notify the Contractor as soon as possible of any and all deficiencies including:

- Downed and/or damaged signs
- Downed and/or damaged barricades or sign panels
- Worn, missing or conflicting temporary pavement marking
- Malfunctioning or damaged temporary traffic signals and temporary roadway lighting

The Resident shall list the times of inspection, descriptions of any and all deficiencies, and description of conversation with Contractor in the Daily Diary and complete the appropriate IDOT forms for Traffic Control Inspection for daytime and/or nighttime inspection.

10. FINAL INSPECTIONS

a. Traffic Signal/Roadway Lighting Installation: Once Traffic Signal/Roadway Lighting installation have been completed and energized, the Resident shall schedule a Pre-Turn On inspection with the Contractor and KDOT. The Contractor shall address any deficiencies that are discovered as soon as possible. Once all deficiencies have been addressed, the Resident shall schedule a Turn On inspection with the Contractor, Maintenance Contractor, IDOT representative, controller manufacturer's technician (Traffic Signals) and KDOT.

b. Overall Project Inspection (Final Walk-Through): Upon notice from the Contractor of completion of the entire project, the Resident shall schedule a walk-through inspection with the Contractor, KDOT and any other agency (Municipal and/or State) representative if there is any outside agency funding. The inspection shall consist of walking the length of all portions of roadway (both sides). The Resident shall include any and all deficiencies that are discovered in the Resident's Punch list. The Punch list shall be addressed to the Contractor and signed by the Resident. The Punch list shall be mailed to the Contractor, and a copy shall be sent to KDOT. Once all deficiencies have been addressed, the Resident shall conduct another inspection with the Contractor to ensure that all the items on the punch list have been addressed.

11. FINALING OUT OF PROJECTS

Upon receiving notice of the project completion from the Contractor, the Resident shall schedule a meeting with the Contractor and KDOT to finalize quantities for all items per contract. Once final quantities are agreeable with both the Contractor and KDOT, the Resident shall prepare an Engineer's Semi-Final Pay Estimate, which shall include all final quantities with 1% retainage. The Engineer's Semi-Final Pay Estimate shall then be submitted to KDOT for review and processing of payment.

The Resident shall also prepare Engineer's Final Pay Estimate, which shall be the same as the Engineer's Semi-Final Pay Estimate with the exception that the retainage shall be reduced to 0%. This final pay estimate shall be presented on the Engineer's Final Pay Estimate form, which can be obtained from KDOT. The Resident shall also prepare and submit to KDOT the following:

a. Balance Authorization sheet(s)
b. Explanation for changes in total dollar values that exceed $2000.00 per item
c. Any un-approved Change Orders

The Balance Authorization form is available as a spreadsheet on Microsoft Excel and can be obtained from KDOT.

Once the Engineer's Final Pay Estimate is submitted to IDOT for approval, the Bureau of Materials shall check all items for the required materials inspection and certification. The Resident shall receive a list of material deficiencies from KDOT. The Resident then shall make a formal request to the Contractor and/or the Materials ENGINEER for all needed material inspection and certification. Once the Resident receives all requested inspection and certification, he/she shall submit it directly to the IDOT (Bureau of Materials).

12. RECORD DRAWINGS AND SCANNED JOB BOX

The Resident and or his/her staff shall provide a complete set of record drawings (as built plans) to KDOT for their records. The record drawings shall be marked as "RECORD DRAWINGS" dated and initialed by the individual(s) who prepared them. All sheets, regardless of whether they have been modified, shall be marked as RECORD or AS BUILT in an appropriate box or space. The drawings shall consist of a 24" x 36" size set of project plans that have all changes and additions tagged by clouds or similar easy to see markings in red ink. In addition, the ENGINEER shall provide professionally scanned copies of all "AS BUILT" plans, as well as the entire IDOT or KDOT approved project job box, in PDF format as part of the engineering services for the project. A version of the "As Builts" in AutoCAD shall also be provided for GIS purposes. Copies of all photos taken by the Resident and staff in JPEG or other approved format shall also be included in the final documents. These documents may be submitted on dedicated hard drives, flash drives or CD's, intended for archiving of important documents, depending on the file sizes.

EXHIBIT B

CIORB GROUP INC
CONSTRUCTION AVERATE HOURLY RATE BY JOB CLASSIFICATION
AS OF JULY 1, 2026

Classification				Avg Rate
Principal				
	D. O'Laughlin			
	$ 130.00			$ 130.00
Project Manger I				
	M.Kowalski			
	$ 86.50			$ 86.50
Engineer IV				
	M.Jarar			
	$ 60.00			$ 60.00
Engineer III				
	E. Alvarado	P.Gliva	M.Peters	
	$ 50.00	$ 49.00	$48.50	$ 49.17
Engineer II				
	A. Omelanczuk	J. Joplin		
	$ 45.00	$ 42.50		$ 43.75

EXHIBIT "C"

PREVAILING WAGE RATES

It is the policy of the State of Illinois as declared in the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*) "that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works".

CONSULTANT agrees to pay, when applicable, the current Illinois Department of Labor Prevailing Wage Rates for all County of Kane projects. Current prevailing wage rates are available from the Illinois Department of Labor at their website: http://www.state.il.us/agency/idol/rates/rates.HTM.

Prevailing wage rates are subject to revision monthly. CONSULTANT acknowledges its responsibility for payment of any applicable future adjustment thereof.

CONSULTANT further acknowledges its responsibility to notify any sub-consultant of the applicability of the Prevailing Wage Act to this Project.

When requested, CONSULTANT agrees to provide the Kane County Division of Transportation "certified payrolls" as required by the Prevailing Wage Act

Ciorba Group Inc.
Company Name

_____
Signature of Officer of Company

_____
Title

_____
Date

CiorbaGroup
CONSULTING ENGINEERS

Consultant Disclosure

As of July 1, 2026, to the best of our knowledge, the Owners, Officers, Executives of Ciorba Group have not made political campaign contributions to Kane County Elected Officials countywide in the last 12-month period.

Below is a list of individuals who own at least five (5) percent of Ciorba Group stock:

Salvatore Di Bernardo 51%
2406 Park Place
Evanston IL 60201

Tony Wolff 9%
34380 Tangueray Dr
Grayslake IL 60030

Brett Sauter 6%
6821 Powell St
Downers Grove IL 60515

Melissa Bentz 6%
337 N Addison Ave
Elmhurst IL 60126

Duane O'Laughlin 6%
117 Bobolink Dr
Grayslake IL 60030

Duane O'Laughlin COO
Officer, Title

7/1/2026
Date

Subscribed and Sworn this 1st day of July 2026.

Notary Public

MELISSA BENTZ
Official Seal
Notary Public - State of Illinois
My Commission Expires Nov 17, 2026

Familial Relationship Disclosure

As of July 1, 2026, to the best of our knowledge, the Owners, Officers or Executives of Ciorba Group do not have a familial relationship with any County Elected Official or County Department Director within the last 12-month period. "Familial Relationship" is defined in Public Act 101-0544. The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than $30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

Duane O'Laughlin COO 7/1/2026

Officer, Title Date

Subscribed and Sworn this 1st day of July 2026.

Notary Public

MELISSA BENTZ
Official Seal
Notary Public - State of Illinois
My Commission Expires Nov 17, 2026

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-376

APPROVING A PHASE III CONSTRUCTION ENGINEERING SERVICES AGREEMENT WITH HAMPTON, LENZINI, AND RENWICK, INC. OF ELGIN, ILLINOIS FOR THE KIRK ROAD OVER THE UNION PACIFIC RAILROAD PROJECT, KANE COUNTY SECTION NO. 12-00192-04-BR

WHEREAS, phase III construction engineering services are necessary for the Kirk Road over the Union Pacific Railroad Project (hereinafter referred to as “Project”); and

WHEREAS, in order to complete the Project, it is necessary to retain the services of a professional engineering firm to perform the phase III construction engineering services for the Project; and

WHEREAS, Hampton, Lenzini, and Renwick, Inc., with its principal business address located at 1707 N. Randall Road, Suite 100, Elgin, Illinois, has environmental engineering experience, professional expertise, and is willing to perform the phase three construction engineering services for an amount not to exceed Three Million Five Hundred Six Thousand Four Hundred Thirty-One Dollars ($3,506,431.00); and

WHEREAS, it is in the County’s best interest to enter into a phase III construction engineering services agreement with Hampton, Lenzini, and Renwick, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized and directed to execute an agreement (a copy of which is on file with the County Clerk's Office) with Hampton, Lenzini, and Renwick, Inc. for phase III construction engineering services for the Project.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving a Phase III Construction Engineering Services Agreement with Hampton, Lenzini and Renwick, Inc. of Elgin, Illinois for the Kirk Road over the Union Pacific Railroad Project, Kane County Section No. 12-00192-04-BR

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Jennifer O'Connell, 630.406.7333

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

The Kirk Road Bridge Replacement and Roadway Widening project will consist of the demolition of the existing 18 span, 1,376' x 62' Kirk Road bridge (S.N. 0453096) and the construction of three single span bridges (S.N. 045-3133 over Reed Road, S.N. 045-3134 over UPRR, and S.N. 045-3186 over White's Creek), along with mechanically stabilized earth (MSE) retaining walls. Full roadway pavement removal and replacement will include the addition of a third thru lane, traffic signal modernizations, a multi-use path extending from IL Routte 38 to Cherry Lane, storm sewer replacement, construction of a detention pond, existing pond modifications, earthwork, pavement markings and landscaping all which will improve traffic flow and safety.

Utilizing the Qualifications Based Selection process, KDOT received 6 Statements of Interest (SOI) from qualified professional engineering firms. The SOIs were reviewed, 3 firms were shortlisted and interviewed, and Hampton, Lenzini and Renwick, Inc. were selected. Staff negotiated a Phase III Engineering Services agreement with Hampton, Lenzini and Renwick, Inc. for $3,506,431.00.

A similar agreement was approved by the County Board in January, 2026. IDOT recently requested administrative changes to the agreement which include updating the project schedule, using a different version of the IDOT form and revising the worksheets.

Staff recommends approval.

Illinois Department of Transportation

Local Public Agency Engineering Services Agreement

Using Federal Funds? ☒ Yes ☐ No

Agreement For: Federal CE

Agreement Type: Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Kane County Division of Transportation	Kane	12-00192-04-BR	C-91-221-13

Project Number	Contact Name	Phone Number	Email
QNYF(462)	Ken Mielke	(630) 584-1170	MielkeKen@co.kane.il.us

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Kirk Road	FAP 360	0.49mi	045-3133;-3134,-3186

Location Termini: Over Reed Road, Union Pacific Railroad and White's Creek

Add Location | Remove Location

Project Description:

Construction engineering for demolition of the 18-span Kirk Road bridge and construction of three single span bridges along with mechanically stabilized earth retaining walls. Full pavement replacement includes the addition of a third lane, traffic signal modernizations, a multi-use path, storm sewer replacement, construction of a detention pond, pavement markings and landscaping.

Engineering Funding: ☒ Federal ☐ MFT/TBP ☐ State ☒ Other Local

Anticipated Construction Funding: ☒ Federal ☐ MFT/TBP ☐ State ☒ Other Local

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Hampton, Lenzini and Renwick, Inc.	Ryan Livingston	(847) 697-6700	rlivingston@hlreng.com

Address	City	State	Zip Code
1707 N. Randall Road, Suite 100	Elgin	IL	60123

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT.

In Responsible Charge Contractor A full time LPA employee authorized to administer inherently governmental PROJECT activities
Company or Companies to which the construction contract was awards.

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

☒ EXHIBIT 1: Scope of Services

☒ EXHIBIT 2: Project Schedule

☒ EXHIBIT 3: Qualification Based Selection (QBS) Checklist

☒ EXHIBIT 4: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514)

☐ _____

☐ _____

☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT 1 for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
    (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
    (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
    (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit 3 is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
    (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.

(b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.

4. To pay the ENGINEER:

   (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.

   (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

   Method of Compensation:

   ☐ Lump Sum

   ☐ Specific Rate

   ☒ Cost plus Fixed Fee: Fixed

   Total Compensation = DL + DC + OH + FF

   Where:

   DL is the total Direct Labor,
   DC is the total Direct Cost,
   OH is the firm's overhead rate applied to their DL and
   FF is the Fixed Fee.

   Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

   The Fixed Fee cannot exceed 15% of the DL + OH.

   Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds $1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national original or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.

2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARMTENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

   The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

5. In the event that the DEPARMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.

7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

8. The ENGINEER and LPA certify that their respective firm or agency:

   (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
   (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
   (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
   (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
   (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
   (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
   (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

   Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

   If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. By execution of this AGREEMENT the LPA and ENGINEER certify compliance with the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited or suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

    For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of $5,000 or more from the DEPARTMENT, as defined the Act.

    The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

    (a) Publishing a statement:

        (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

        (2) Specifying actions that will be taken against employees for violations of such prohibition.

        (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

            (a) abide by the terms of the statement; and
            (b) notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than (5) days after such conviction.

    (b) Establishing a drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's or contractor's policy to maintain a drug free workplace;
(3) Any available drug counseling, rehabilitation and employee assistance program; and
(4) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER and LPA agree to meet the PROJECT SCHEDULE outlined in EXHIBIT 2. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

12. For Construction Engineering Contracts:

(a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.

(b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

(c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

(d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.

(e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Hampton, Lenzini and Renwick, Inc.	36-2555986	$2,990,560.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
V3 Engineering	36-3252440	$266,347.00
Interra, Inc.	36-4045796	$249,524.00
	Subconsultant Total	$515,871.00
	Prime Consultant Total	$2,990,560.00
	Total for all work	$3,506,431.00

AGREEMENT SIGNATURES

Attest: The County (Local Public Agency Type) of Kane County Division of Transportation (Local Public Agency)

By (Signature & Date)

By (Signature & Date)

Local Public Agency: Kane County Division of Tr

Local Public Agency Type: County Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name: Hampton, Lenzini and Renwick, Inc.

By (Signature & Date): Al Lapinskas Digitally signed by Al Lapinskas Date: 2026.07.11 14:17:41 -05'00'

By (Signature & Date): Ryan Livingston Digitally signed by Ryan Livingston Date: 2026.07.11 13:55:38 -05'00'

Title: Construction Department Manager

Title: Chief Operating Officer

For information about IDOTs collection and use of confidential information review the department's Identity Protection Policy.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Kane County Division of Transpor	Hampton, Lenzini and Renwick,	Kane	12-00192-04-BR

EXHIBIT 1
SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

HLR will provide Construction Engineering services for the project to ensure that items in the contract are being constructed in accordance with the plans and bid documents. Since the construction schedule is solely outside of HLR's control, timeframe represented in this agreement are based on the best available information. At this time, HLR estimates that from the beginning of construction to completion will be 62 weeks. For purposes in this agreement Full Time considered to be no more than 40 hours per week. Based on the level of on-site construction engineering desired by the Client, increases to the duration of construction will constitute additional work. HLR will notify the Client when the contractor is behind schedule since this could cause the need for additional work, not anticipated by the agreement. Final project close-out including punchlists, documentation, agreement to final quantities and final acceptance of the improvements is assumed to require no more than 480 hours. If the contractor is still not in agreement after this effort has been made HLR will close-out the project and provide final documentation to the Client. Additional efforts requested by the Client to come to an agreement with the contractor may constitute additional work.

The following is a list of basic project understandings

• Daily Observation of Construction Activities for compliance with the intent of the Plans and Specifications
• Documentation in accordance with IDOT requirements for Federal Aid Improvements for recommendations for payment of the improvements in the scope of the project documents
• Review of contractor layout for work identified in the project documents
• Review and routing of contractor submittals to the appropriate agencies
• Coordination with Project Stakeholders including the Client and related agencies (School Districts, First Responders, Park Districts, County, Adjacent Communities), Contractor, residents and businesses within the project limits and Illinois Department of Transportation for items relating to the scope of this project
• Regular communication with project stakeholders at the required intervals relating to the scope of this project
• Coordination with Sub-consultant for material testing services
• Coordination with public utilities for relocation as identified in the project documents
• Locating of Private or Public Utilities is not included
• Evaluation of excavated materials for presence of contaminants is not included
• Training or mentoring of Village Staff is not included
• It is assumed that the contract plans provide an accurate representation of existing conditions and are accurate representation of the standard of care of Engineering in Illinois
• It is assumed that the awarded contractor will have experience with IDOT policies and procedures and our staff will not be required to train, mentor or assist with required contractor submittals.

Based on anticipated construction activities and the anticipated contractor schedule, HLR will provide the following personnel:

• Resident Engineer/Technician – Full Time
• Assistant Resident Engineer – Full Time
• Two Inspectors – Full Time

The following items are included in the construction engineering scope of services:

A. Pre-Construction Services

HLR will provide the following pre-construction services in order to be ready for the start of construction activities:

I. Locally Funded Project Pre-Construction Meeting: For the locally funded projects, HLR will lead a pre-construction meeting with the contractor and Clients Staff to discuss community needs, utility coordination, safety and Maintenance of Traffic plans, project goals, potential conflicts/issues, and schedule. We will bring up any issues that we feel need to be discussed as a group in order to provide a clear understanding of expectations and schedule.

II. State Funded Project Pre-Construction Meeting: For State or Federally funded projects, HLR will attend a pre-construction meeting lead by IDOT. HLR will actively participate in the meeting to discuss community an client needs, utility coordination, safety and Maintenance of Traffic plans, project goals, potential conflicts/issues, and schedule. We will bring up any issues that we feel need to be discussed as a group in order to provide a clear understanding of expectations and schedule.

III. Kick-off Meeting: HLR will conduct a kick-off meeting with the Client to discuss desired outcomes, potential issues, and schedule.

IV. Stakeholder Meetings: HLR will coordinate a meeting with the following stakeholders prior to the start of construction:

1. Kane County Cougars
2. City of Genvea
3. UP RR

V. HLR will be present on-site or at a coordinated location prior construction and will coordinate with local residents, businesses and other affected stakeholders. In addition, HLR will provide the following public relations measures:

1. HLR will provide Stakeholder Coordination services to establish clear, effective communication with all project stakeholders. This will include development of a through a tailored Communication and Engagement Plan. This includes identifying and analyzing stakeholders to address specific needs, scheduling regular meetings for updates and feedback. A structured issue resolution process will be developed for providing responses to concerns.
a. Kane County Cougars
b. City of Genvea
c. UP RR
b. Provide 24-hour contact information to Client and specified Stakeholders
c. Construction notifications
d. E-blasts
e. Weekly construction status to the Village
f. Social Media information for Clients feed including text and visuals
g. Project website

VI. Plan and Quantity Review: Our team will perform a site visit with Client to identify any inconsistencies in the plans or modifications that may be needed based on bid documents provided, contractor requests, or changes to existing conditions.

VII. ADA/PROWAG Coordination: HLR will perform a pre-construction site walk-through to identify curb/gutter and sidewalk removal limits for accessible ramps. They will consider existing drainage patterns and connections to existing facilities while evaluating limits of construction.

VIII. Project Setup: We will organize all project files and perform submittal, and catalog cut/shop drawing review. Our geotechnical sub-consultant will review and comment on the contractor-submitted Quality Control Plans for Asphalt and Concrete production.

B. Construction Services

I. Construction Observation

a. Resident Engineer/Technician: HLR will provide full-time / part-time, on-site resident engineering and inspection services to verify that the improvements are constructed, recorded, and quantified in accordance with the IDOT Project Procedures Guide, IDOT Construction Manual, project standards, Client requirements, engineering plans, and construction documents. This will include rejection and non-payment of any work that is deficient, liaison functions, and coordination with all stakeholders. Resident engineering will be provided as detailed in public relations section above.

b. Documentation: Daily records of contractor activities in the desired Municipal format, Inspector Daily Reports, Weekly Reports, and Pay Estimates will be maintained throughout the duration of construction. Prior Authorization forms will be submitted to the Client for any/all work that is encountered that requires budget changes. In addition, BC-635 Extra Work Daily Report forms will be utilized to track any work that does not have an Agreed Unit Price. All documentation will be prepared by staff that is trained in IDOT's Documentation of Contract Quantities (Class S-14).

II. Verify Construction Layout: HLR will provide line/grade assistance and confirm layout for the work. This will also include on-site coordination regarding accessible ramp layout in accordance with the engineering plans, which will not include the completion of a Resident Engineer Ramp Accessibility Check Sheet for each ramp installed as part of this contract. Ramps identified in the plans for improvements which do not have complete line/grade layout information can be designed in the field during construction but shall be considered additional work.

III. Material Tracking / Yield Checks: HLR will schedule and coordinate with our geotechnical sub-consultant to provide soil, concrete, and asphalt testing in accordance with IDOT policies. We will perform yield checks on all materials. HLR will not recommend payment for material that has not been properly inspected and/or does not meet yield check requirements.

IV. Erosion and Sediment Control Inspections: HLR will ensure compliance with IDOT and IEPA standards throughout all phases of construction, focusing on regular inspections, documentation, and issue resolution. Initial assessments will confirm correct installation of erosion controls as per the SWPPP, with routine inspections conducted weekly and post-rainfall events to monitor for deficiencies. Using IDOT's standardized checklists, inspectors will identify non-compliance areas, prompt corrective actions, and record these actions for accuracy and traceability. Final inspections will ensure all disturbed areas are permanently stabilized, and closeout documentation will include a comprehensive report of findings and resolutions. Additional services include training for the contractor's personnel on best practices and rapid response capabilities following significant storm events.

V. Traffic Control and Site Cleanliness Monitoring: HLR will monitor all traffic control and signage for roadway and sidewalk closures. We will monitor area routes to ensure traffic control is effectively maintained through and around all active work zones without conflict. In addition, we will perform daily checks that include inspection of site cleanliness to ensure that construction dust is kept in check, all debris is removed from driving surfaces, and removed sidewalks and roadways are ramped with temporary aggregate or asphalt depending on the estimated time until they can be replaced.

VI. Progress Meetings/Status Updates: HLR will conduct progress meetings to discuss project status and look-ahead schedules. Updates and minutes will / will not be sent to the Village weekly. If it is determined that the contractor has deviated from the approved project schedule, they will be directed to resubmit a catch-up schedule to ensure that the project completion date is not compromised.

VII. Public Relations: HLR will be present on-site during construction, as dictated by the contract, and will coordinate with local residents, businesses and other affected stakeholders throughout the project. In addition, HLR will provide the following public relations measures:

a. Weekly/Bi-Weekly/Monthly Stakeholder Meetings
i. HLR will provide Stakeholder Coordination services to establish clear, effective communication with all project stakeholders. This will include a tailored Communication and Engagement Plan. This includes identifying and analyzing stakeholders to address specific needs, organizing regular meetings for updates and feedback, and maintaining detailed documentation for transparency. A structured issue resolution process ensures prompt responses to concerns, while regular reports keep stakeholders informed of project milestones and any changes. Community outreach through public information sessions and/or media updates will be provided to foster positive relations and control project narratives. The following stakeholders will be included:
a. Kane County Cougars
b. City of Genvea
c. UP RR
d. Provide 24-hour contact information to Client and specified Stakeholders
e. Construction notifications
f. E-blasts
g. Weekly construction status to the Village
h. Social Media information for Clients feed including text and visuals
i. Project website

C. Post-Construction Services

I. Final Inspection: HLR will present regular punch lists to the contractor with items requiring correction, in addition to a final punch list at the end of the improvements. After correction, we will perform the final inspection with the contractor and Client. Recommendation of final acceptance will occur only after all deficient items have been fixed.

II. Final Quantities: HLR will provide measured quantities with the contractor on a regular basis and at the conclusion of the project.

III. As-Built Drawings: HLR will prepare hand drawn/drafted final as-built drawings that have change. The as-built plans will include survey of critical elevations and pipe inverts. These will also be provided in Microstation format. This will be dependent upon receiving complete CAD files from the Designer of Record

IV. Permit Closing: HLR will prepare and submit final permit closing documents per the requirements of the receiving agency for the permits listed in the Permitting section of this agreement.
V. Project Closeout: Our team will submit final pay estimates and change orders. In addition, we will assemble, organize, and turn in all project files, records, quantities, etc. per Clients requirements.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Kane County Division of Transpor	Hampton, Lenzini and Renwick,	Kane	12-00192-04-BR

EXHIBIT 2
PROJECT SCHEDULE

Letting	7/31/2026
Award (+45 days)	9/14/2026
Execution (+15 days)	9/29/2026
Pre-construction Meeting (+30)	10/29/2026
Construction Start (+10)	11/8/2026
RR Coordination/Utiltiy Relocate Complete	4/30/2027
Kirk Road Construction Start	5/1/2027
Winter Shutdown	11/31/27
Kirk Road Construction Resume	5/1/2028
Construction Substantial Completion	11/31/2028
Construction Engineering Completion	6/30/2029

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Kane County Division of Transpor	Hampton, Lenzini and Renwick,	Kane	12-00192-04-BR

Exhibit 3
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit 3. If the value meets or will exceed the small dollar threshold in 50 ILCS 510, QBS requirements must be followed.Under the threshold, QBS requirements do not apply. The small dollar threshold is adjusted annually and can be found in IDOT Circular Letters.If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☒
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☒
3	Was the scope of services for this project clearly defined?	☐	☒
4	Was public notice given for this project?	☐	☒

If yes, Due date of submittal: 10/09/25

Method(s) used for advertisement and dates of advertisement

Kane County DOT website on 9/24/2025 to 10/9/2025

5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☒
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☒
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☒

Project Criteria	Weighting
Key Staff Identified and Available	15%
Relevancy of Experience - Scope	25%
Relevancy of Experience - Magnitude	25%
Understanding of Project Needs	25%
Qualifications of Support Staff and Subconsultants	10%

8	Do the written QBS policies and procedures discuss the method of selection?	☐	☒

Selection committee (titles) for this project

Assistant Chief of Construction, Assistant Director, Construction Engineer

Top three consultants ranked for this project in order	
1	Hampton, Lenzini and Renwick, Inc.
2	Ciorba Group, Inc.
3	Wight & Company

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☒
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☒
11	Were acceptable costs for this project verified?	☐	☒
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☒
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☒
14	QBS according to State requirements used?	☐	☒
15	Existing relationship used in lieu of QBS process?	☒	☐

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Kane County Division of Transpor	Hampton, Lenzini and Renwick,	Kane	12-00192-04-BR

16	LPA is a home rule community (Exempt from QBS).	☒	☐

EXHIBIT ~~D~~ 4

Illinois Department of Transportation

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
Kane County Division of Transportation	Kane	12-00192-04-BR
Prime Consultant (Firm) Name	**Prepared By**	**Date**
Hampton, Lenzini and Renwick, Inc.	Ryan Livingston	7/11/2026
Consultant / Subconsultant Name	**Job Number**	
	C-91-221-13	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	38	MONTHS	OVERHEAD RATE	199.06%
START DATE	7/31/2026		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2027		% OF RAISE	3.00%
END DATE	9/29/2029			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	7/31/2026	1/1/2027	5	13.16%
1	1/2/2027	1/1/2028	12	32.53%
2	1/2/2028	1/1/2029	12	33.50%
3	1/2/2029	10/1/2029	9	25.88%

The total escalation = 5.07%

BLR 05514 (Rev. 1/24/26)
ESCALATION

Local Public Agency	County	Section Number
Kane County Division of Transportation	Kane	12-00192-04-BR
Consultant / Subconsultant Name		**Job Number**
		C-91-221-13

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	90.00
ESCALATION FACTOR	5.07%

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

CLASSIFICATION	IDOT AVG PAYROLL RATES ON FILE	CALCULATED RATE
PRINCIPAL	$87.20	$90.00
ENGINEER 6	$73.50	$77.22
ENGINEER 5	$67.67	$71.10
ENGINEER 4	$61.42	$64.53
ENGINEER 3	$45.00	$47.28
ENGINEER 2	$38.72	$40.68
ENGINEER 1	$35.75	$37.56
STRUCTURAL 2	$81.50	$85.63
STRUCTURAL 1	$67.00	$70.39
TECHNICIAN 3	$55.13	$57.92
TECHNICIAN 2	$42.92	$45.09
TECHNICIAN 1	$33.40	$35.09
INTERN/TEMPORARY	$20.00	$21.01
LAND ACQUISITION	$53.55	$56.26
SURVEY 2	$54.77	$57.55
SURVEY 1	$33.13	$34.81
ENVIRONMENTAL 3	$60.50	$63.57
ENVIRONMENTAL 2	$42.08	$44.21
ENVIRONMENTAL 1	$29.00	$30.47
ADMINISTRATION 2	$55.80	$58.63
ADMINISTRATION 1	$33.14	$34.82

Local Public Agency	County	Section Number
Kane County Division of Transportation	Kane	12-00192-04-BR
Consultant / Subconsultant Name		**Job Number**
		C-91-221-13

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total (Payroll Only)	Contribution to Prime Consultant
Interra, Inc.	85,068.00	8,506.80
V3 Engineering	85,174.00	8,517.40
Total	**170,242.00**	**17,024.20**

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency
Kane County Division of Transportation

County
Kane

Section Number
12-00192-04-BR

Consultant / Subconsultant Name

Job Number
C-91-221-13

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum			$0.00
Vehicle Owned or Leased (no mileage charge allowed)	$45.00/half day (4 hours or less) or $90/full day			$0.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)	45000	$1.00	$45,000.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
				$0.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	**$45,000.00**

Local Public Agency
Kane County Division of Transportation

County
Kane

Section Number
12-00192-04-BR

Consultant / Subconsultant Name

Job Number
C-91-221-13

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 199.06%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Adminstration		111	9,990	19,886	3,297		33,173	0.95%
Preconstruction		2532	136,948	272,608	45,193		454,749	12.97%
Construction	45,000	12682	675,615	1,344,878	222,953		2,288,446	65.26%
Post Construction		982.667	59,377	118,196	19,595		197,168	5.62%
V3 Engineering Services			-	-	-	266,347	266,347	7.60%
Interra Engineering Services			-	-	-	249,524	249,524	7.12%
			-	-	-		-	
			-	-	-		-	
			-	-	-		-

Local Public Agency
Kane County Division of Transportation

County
Kane

Section Number
12-00192-04-BR

Consultant / Subconsultant Name

Job Number
C-91-221-13

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Adminstration			Preconstruction			Construction			Post Construction			V3 Engineering Services		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PRINCIPAL	90.00	111.0	0.68%	0.61	111	100.00%	90.00												
ENGINEER 6	77.22	0.0																	
ENGINEER 5	71.10	3,952.0	24.23%	17.23				440	17.38%	12.36	2984	23.53%	16.73	528	53.73%	38.20			
ENGINEER 4	64.53	482.0	2.96%	1.91				272	10.74%	6.93	210	1.66%	1.07						
ENGINEER 3	47.28	10,254.7	62.88%	29.73				1720	67.93%	32.12	8112	63.96%	30.24	422.67	43.01%	20.34			
ENGINEER 2	40.68	0.0																	
ENGINEER 1	37.56	0.0																	
STRUCTURAL 2	85.63	0.0																	
STRUCTURAL 1	70.39	160.0	0.98%	0.69				80	3.16%	2.22	80	0.63%	0.44						
TECHNICIAN 3	57.92	728.0	4.46%	2.59				20	0.79%	0.46	676	5.33%	3.09	32	3.26%	1.89			
TECHNICIAN 2	45.09	0.0																	
TECHNICIAN 1	35.09	0.0																	
INTERN/TEMPORARY	21.01	0.0																	
LAND ACQUISITION	56.26	0.0																	
SURVEY 2	57.55	0.0																	
SURVEY 1	34.81	620.0	3.80%	1.32							620	4.89%	1.70						
ENVIRONMENTAL 3	63.57	0.0																	
ENVIRONMENTAL 2	44.21	0.0																	
ENVIRONMENTAL 1	30.47	0.0																	
ADMINISTRATION 2	58.63	0.0																	
ADMINISTRATION 1	34.82	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		16307.7	100%	$54.08	111.0	100.00%	$90.00	2532.0	100%	$54.09	######	100%	$53.27	982.7	100%	$60.42	0.0	0%	$0.00

Local Public Agency
Kane County Division of Transportation

County
Kane

Section Number
12-00192-04-BR

Consultant / Subconsultant Name

Job Number
C-91-221-13

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Interra Engineering Services																	
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PRINCIPAL	90.00																		
ENGINEER 6	77.22																		
ENGINEER 5	71.10																		
ENGINEER 4	64.53																		
ENGINEER 3	47.28																		
ENGINEER 2	40.68																		
ENGINEER 1	37.56																		
STRUCTURAL 2	85.63																		
STRUCTURAL 1	70.39																		
TECHNICIAN 3	57.92																		
TECHNICIAN 2	45.09																		
TECHNICIAN 1	35.09																		
INTERN/TEMPORARY	21.01																		
LAND ACQUISITION	56.26																		
SURVEY 2	57.55																		
SURVEY 1	34.81																		
ENVIRONMENTAL 3	63.57																		
ENVIRONMENTAL 2	44.21																		
ENVIRONMENTAL 1	30.47																		
ADMINISTRATION 2	58.63																		
ADMINISTRATION 1	34.82																		
TOTALS		0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

PROJECT: Kane County Division of Transportation
Kirk Road Bridge
Contract: XXXXX

Letting	7/31/2026
Award (+45 days)	9/14/2026
Executiuon (+15 dys)	9/29/2026
Preconstruction Meeting (+30)	10/29/2026
Construction Start (+10)	11/8/2026
RR Coordination/Utiltiy Relocate Complete	4/30/2027
Kirk Road Construction Start	5/1/2027
Winter Shutdown	11/31/27
Kirk Road Construction Resume	5/1/2028
Construction Substantial Completion	11/31/2028
Construction Engineering Completion	6/30/2029

	=AxBxCxD	A	B	C	D
	Total Cost	Calcd Hrly Rate	Days Overtime	Overtime Hours Per Day	Premium Portion
Week Ending:					
(HLR)-Principle(PR)	$ -	$ 90.00	0.00	0.00	0.50
(HLR)-Resident Engineer(E5)	$ 11,571.53	$ 71.10	62.00	5.25	0.50
(HLR)-Assistant Resident Engineer(E3)	$ 14,656.80	$ 47.28	62.00	10.00	0.50
(HLR)-Inspector(E3)	$ 11,110.80	$ 47.28	94.00	5.00	0.50
(HLR)-Inspector(E3)	$ 7,328.40	$ 47.28	62.00	5.00	0.50
(HLR)-Utility Coord (E4)	$ -	$ 64.53	0.00	0.00	0.50
(HLR)-Structural (STRUCT1)	$ -	$ 70.35	4.00	0.00	0.50
(HLR)-Survey (S1)	$ -	$ 34.81	0.00	0.00	0.50
(HLR-CAD (Tech3)	$ -	$ 57.92	0.00	0.00	0.50
(V3)-RR Coordinator(CM II)	$ -	$ 81.87	0.00	0.00	0.50
(V3)-Admin(Principal)	$ -	$ 90.00	0.00	0.00	0.50
(V3)-Inspector(Engineer3)	$ -	$ 55.16	0.00	0.00	0.50
(Interra)-Admin(Principal)	$ -	$ 90.00	0.00	0.00	0.50
(Interra)-Admin(Admin Asst)	$ -	$ 35.72	0.00	0.00	0.50
(Interra)-Admin(PM)	$ -	$ 84.05	0.00	0.00	0.50
(Interra)-CMT(Mat Tech)	$ -	$ 55.39	0.00	0.00	0.50
(Interra)-CMT(Sr Mat Tech)	$ -	$ 59.04	0.00	1.00	0.50
(Interra)-CMT(Staff Engineer)	$ -	$ 35.72	0.00	0.00	0.50
(Interra)-Inspector/CMT(Inspector)	$ 681.60	$ 45.44	24.00	1.25	0.50
Weekly Totals	$ 45,349.13				

Last printed: 7/11/2026, 8:47 AM

EXHIBIT ~~D~~ 4

Illinois Department of Transportation

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
Kane County Division of Transportation	Kane	12-00192-04-BR
Prime Consultant (Firm) Name	**Prepared By**	**Date**
Hampton, Lenzini and Renwick, Inc.	Sudhakar Rao Doppalapudi	7/11/2026
Consultant / Subconsultant Name	**Job Number**	
INTERRA, Inc.	C-91-221-13	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	38	MONTHS	OVERHEAD RATE	130.75%
START DATE	7/31/2026		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2027		% OF RAISE	3.00%
END DATE	9/29/2029			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	7/31/2026	1/1/2027	5	13.16%
1	1/2/2027	1/1/2028	12	32.53%
2	1/2/2028	1/1/2029	12	33.50%
3	1/2/2029	10/1/2029	9	25.88%

The total escalation = 5.07%

BLR 05514 (Rev. 1/24/26)
ESCALATION

Local Public Agency	County	Section Number
Kane County Division of Transportation	Kane	12-00192-04-BR

Consultant / Subconsultant Name	Job Number
INTERRA, Inc.	C-91-221-13

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	90.00
ESCALATION FACTOR	5.07%

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

CLASSIFICATION	IDOT AVG PAYROLL RATES ON FILE	CALCULATED RATE
Senior Administrative Assistant	$36.00	$37.82
Inspector	$43.00	$45.18
Principal Engineer	$90.00	$90.00
Materials Technician (Pick Up)	$54.49	$57.25
Senior Project Manager	$82.50	$86.68
Senior Materials Technician	$57.90	$60.83
Staff Engineer	$34.88	$36.65

Local Public Agency	County	Section Number
Kane County Division of Transportation	Kane	12-00192-04-BR

Consultant / Subconsultant Name	Job Number
INTERRA, Inc.	C-91-221-13

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total (Payroll Only)	Contribution to Prime Consultant

Local Public Agency	County	Section Number
Kane County Division of Transportation	Kane	12-00192-04-BR
Consultant / Subconsultant Name		**Job Number**
INTERRA, Inc.		C-91-221-13

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum			$0.00
Vehicle Owned or Leased (no mileage charge allowed)	$45.00/half day (4 hours or less) or $90/full day	70	$90.00	$6,300.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)	27.4	$22.72	$622.53
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)	18235	$1.00	$18,235.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
				$0.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	**$25,157.53**

Local Public Agency
Kane County Division of Transportation

County
Kane

Section Number
12-00192-04-BR

Consultant / Subconsultant Name
INTERRA, Inc.

Job Number
C-91-221-13

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 130.75%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Materials Testing	25,158	588	33,836	44,241	11,166		114,401	45.85%
Administration		94	6,729	8,798	2,220		17,747	7.11%
Construction		985.04	44,503	58,187	14,686		117,376	47.04%
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Subconsultant DL					0.00			
TOTALS	25,158	1667.04	85,068	111,226	28,072	-	249,524	100.00%

BLR 05514 (Rev. 1/24/26)
COST EST

Local Public Agency
Kane County Division of Transportation

County
Kane

Section Number
12-00192-04-BR

Consultant / Subconsultant Name
INTERRA, Inc.

Job Number
C-91-221-13

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Materials Testing			Administration			Construction								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Administrative Assis	37.82	30.0	1.80%	0.68				30	31.91%	12.07									
Inspector	45.18	985.0	59.09%	26.70							985.04	100.00%	45.18						
Principal Engineer	90.00	14.0	0.84%	0.76				14	14.89%	13.40									
Materials Technician (Pick	57.25	101.0	6.06%	3.47	101	17.18%	9.83												
Senior Project Manager	86.68	50.0	3.00%	2.60				50	53.19%	46.11									
Senior Materials Technicia	60.83	422.0	25.31%	15.40	422	71.77%	43.66												
Staff Engineer	36.65	65.0	3.90%	1.43	65	11.05%	4.05												
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TOTALS		1667.0	100%	$51.03	588.0	100.00%	$57.54	94.0	100%	$71.58	985.0	100%	$45.18	0.0	0%	$0.00	0.0	0%	$0.00

BLR 05514 (Rev. 1/24/26)
AVG 1

Breakdown of Direct Costs

Kirk Rd Bridge Replacement & Road Widening

Section: 12-00192-04-BR

Item	No.	Rate	Cost
Vehicle Days	70	$ 90.00	$ 6,300.00
Overtime Costs	27.4	$ 22.72	$ 622.53
Cylinders (4" x 8")	201	$ 27.00	$ 5,427.00
Cylinders (4" x 8") Cellular Concrete	60	$ 50.00	$ 3,000.00
Air Voids	5	$ 587.00	$ 2,935.00
Extraction & Washed Gradation	5	$ 335.00	$ 1,675.00
HMA Cores	4	$ 88.00	$ 352.00
Tack Coat	1	$ 54.00	$ 54.00
Standard Proctor	2	$ 278.00	$ 556.00
Atterberg Limits	2	$ 139.00	$ 278.00
Grain Size with Hydrometer	2	$ 252.00	$ 504.00
Organic Content	2	$ 164.00	$ 328.00
Gradation (Wash)	2	$ 226.00	$ 452.00
Gauge Rental	23	$ 51.00	$ 1,173.00
Railroad certification	1	$ 1,501.00	$ 1,501.00
		TOTAL	**$ 25,157.53**

EXHIBIT ~~D~~ 4

Illinois Department of Transportation

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
Kane County Division of Transportation	Kane	12-00192-04-BR
Prime Consultant (Firm) Name	**Prepared By**	**Date**
Hampton, Lenzini and Renwick, Inc.	Matt Powers	7/11/2026
Consultant / Subconsultant Name	**Job Number**	
V3 Engineering	C-91-221-13	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	38	MONTHS	OVERHEAD RATE	165.00%
START DATE	7/31/2026		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2027		% OF RAISE	3.00%
END DATE	9/29/2029			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	7/31/2026	1/1/2027	5	13.16%
1	1/2/2027	1/1/2028	12	32.53%
2	1/2/2028	1/1/2029	12	33.50%
3	1/2/2029	10/1/2029	9	25.88%

The total escalation = 5.07%

BLR 05514 (Rev. 1/24/26)
ESCALATION

Local Public Agency	County	Section Number
Kane County Division of Transportation	Kane	12-00192-04-BR

Consultant / Subconsultant Name	Job Number
V3 Engineering	C-91-221-13

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	90.00
ESCALATION FACTOR	5.07%

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

CLASSIFICATION	IDOT AVG PAYROLL RATES ON FILE	CALCULATED RATE
PRINCIPAL	$90.00	$90.00
RESIDENT CONSTRUCTION MANAGER II	$75.45	$79.27
CONSTRUCTION REPRESENTATIVE III	$52.04	$54.68
CONSTRUCTION REPRESENTATIVE II	$42.74	$44.91

Local Public Agency	County	Section Number
Kane County Division of Transportation	Kane	12-00192-04-BR

Consultant / Subconsultant Name	Job Number
V3 Engineering	C-91-221-13

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total (Payroll Only)	Contribution to Prime Consultant

Local Public Agency	County	Section Number
Kane County Division of Transportation	Kane	12-00192-04-BR
Consultant / Subconsultant Name		**Job Number**
V3 Engineering		C-91-221-13

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum			$0.00
Vehicle Owned or Leased (no mileage charge allowed)	$45.00/half day (4 hours or less) or $90/full day	139	$90.00	$12,510.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost	9	$2.00	$18.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
				$0.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	**$12,528.00**

Local Public Agency
Kane County Division of Transportation

County
Kane

Section Number
12-00192-04-BR

Consultant / Subconsultant Name
V3 Engineering

Job Number
C-91-221-13

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 165.00%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Adminstration		17	1,530	2,525	505		4,560	1.71%
Preconstruction		30	2,378	3,924	785		7,087	2.66%
Construction	12,528	1450	81,266	134,088	26,818		254,700	95.63%
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Subconsultant DL					0.00			
TOTALS	12,528	1497	85,174	140,537	28,108	-	266,347	100.00%

BLR 05514 (Rev. 1/24/26)
COST EST

Local Public Agency
Kane County Division of Transportation

County
Kane

Section Number
12-00192-04-BR

Consultant / Subconsultant Name
V3 Engineering

Job Number
C-91-221-13

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES Hours	% Part.	Wgtd Avg	Adminstration Hours	% Part.	Wgtd Avg	Preconstruction Hours	% Part.	Wgtd Avg	Construction Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PRINCIPAL	90.00	17.0	1.14%	1.02	17	100.00%	90.00												
RESIDENT CONSTRUCTI	79.27	500.0	33.40%	26.48				30	100.00%	79.27	470	32.41%	25.70						
CONSTRUCTION REPRE	54.68	0.0																	
CONSTRUCTION REPRE	44.91	980.0	65.46%	29.40							980	67.59%	30.35						
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TOTALS		1497.0	100%	$56.90	17.0	100.00%	$90.00	30.0	100%	$79.27	1450.0	100%	$56.05	0.0	0%	$0.00	0.0	0%	$0.00

Illinois Department of Transportation

Local Public Agency Resident Construction Supervisor/ In Responsible Charge

Regional Engineer	Jose Rios
Department of Transportation Address	201 Center Court
City	Schaumburg
State	IL
Zip Code	60196
Contract Number	61M13
District	1
Letting Date	07/31/26
Municipality	Kane County Division of Transportation
Route	FAP 360
County	Kane
Project Number	QNYF(462)
Job Number	C-91-221-13
Section Number	12-00-192-04-BR

[X] I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.

[ ] I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

Signature (for the local public agency): Michael Zahl

Date: 7-14-2026

Title: COUNTY ENGINEER

Applicants Name: Don Ryba, PE

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.

For Consultants: I certify that my firm is pre-qualified in Construction Inspection. Documentation of Contract Quantities certificate number #25-23068

Illinois Professional Engineer (PE) #062.056769
B.S., Civil Engineering, 1996, Illinois Institute of Technology, Chigago, IL
B.S., Construction Management, 1990, Illinois State University, Normal, IL
Don has over 34 years of experience in the transportation construction industry in Illinois, 17 of those years were last served with HLR as a Resident Engineer and Project Manager. Don has previous experience as the Resident Engineer with bridge projects over railroads and working on county projects. Don has an advanced understanding of federally funded projects and has used CMMS daily for the past 5 years.

Signature of Applicant

Date: 7/12/26

Job Title of Applicant: Resident Engineer

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Regional Engineer Signature	Date Approved

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets
Engineer of Construction, Central Bureau of Construction
Resident Construction Supervisor
Local Public Agency

Illinois Department of Transportation

Local Public Agency Construction Inspector

Regional Engineer			Contract Number	District	Letting Date
Jose Rios			61M13	1	07/31/26
			Municipality		
Department of Transportation			Kane County Division of Transportation		
Address			Route	County	
201 Center Court			FAP 360	Kane	
City	State	Zip Code	Project Number	Job Number	
Schaumburg	IL	60196	QNYF(462)	C-91-221-13	
			Section Number		
			12-00-192-04-BR		

I consider the following individual to be qualified as a local public agency construction inspector. In addition, I certify that adequate instruction has been given this individual concerning the requirements of the contract, specifications and construction manual which pertain to the work which he/she will inspect. This individual has been instructed on the proper procedures for any necessary tests. Furthermore, if a consultant, this individual has a valid Documentation of Contract Quantities certification.

Approved

Signature and Title of Resident Construction Supervisor	Date
	7/12/26

Applicants Name

Maria Aguirre, EIT

The following describes the educational background, experience and other qualifications of the named applicant to serve as an inspector on this project.

For Consultants Employees: Documentation of Contract Quantities certificate number is #24-22769 .

Illinois Engineer in Training (EIT) #061.039209, B.S., Civil Engineering, University of Wisconsin-Platteville. Maria has over 11 years of experience in the transportation construction industry in Illinois, 9 of those years were last served with HLR as a lead field engineer, Assistant Resident Engineer, and Resident Engineer. Maria has previous experience as the Resident Engineer and inspector with recent bridge projects. Maria has an advanced understanding of federally funded projects and has used CMMS daily for the past 5 years.

If the Resident from BC-775 is a consultant, the local public agency employee in responsible charge must also approve this individual.

Approved

Signature and Title of In Responsible Charge from BC-775	Date
ASST. CHIEF OF CONSTRUCTION	7/14/26

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-26-975

APPROVAL OF FINAL CONSENT ORDER 2019-CH-789

WHEREAS, the County of Kane is a party to pending litigation styled People of the State of Illinois ex rel. Kwame Raoul v. Waste Management of Illinois, Inc. 2019-CH-789 which alleges a discharge of 1,4-dioxane from Midway and Settler's Hill landfills had an impact on certain private water wells as to which the County has an interest; and

WHEREAS, the parties entered into an Agreed Preliminary Injunction Order on March 2, 2020, which was modified on August 8, 2023, by agreement of the parties; and

WHEREAS, the Final Consent Order requires a signature by an authorized representative of Kane County.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Final Consent Order if approved and the Chairperson of the Kane County Board is authorized to execute documents associated therewith.

Passed by the Kane County Board on August 11, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approval of Final Consent Order 2019-CH-789

Committee Flow:
County Board

Contact:
Donald A. O'Brien, 630.208.5321

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution authorizes that the Chairperson of the County Board to sign and approve the Final Consent Order to be presented to the Court in the pending People v. Waste Management of Illinois case 2019-CH-789 which alleged discharge of 1,4-dioxane from the Midway Landfill 2 impacted water wells on certain properties. The Final Consent Order wil conclude this litigation.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-377

APPROVING COUNTY BOARD PERSONAL EXPENSE VOUCHER REIMBURSEMENT REQUEST

WHEREAS, in accordance with the Local Government Travel Expense Control Act, 50 ILCS 150/1 et seq., all reimbursements for travel, meals and lodging of County Board Members and County Board Chairman must be approved by a roll call vote of the County Board; and

WHEREAS, such reimbursement requests should be advanced through the Finance and Budget Committee and Executive Committee before submission to the County Board for approval by roll call vote; and

WHEREAS, the following reimbursements have been requested by Corinne Pierog, and applicable documentation is included for review:

Mileage	$ 63.78
Tolls	$ 6.00
Parking	$108.00
Lodging	$568.36
Meals	$ 49.45
	$795.59

NOW, THEREFORE, BE IT RESOLVED that the above requests for travel, meals and/or lodging are approved by roll call vote at the next applicable County Board meeting.

Passed by the Kane County Board on August 11, 2026.

_____
John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

_____
Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving County Board Personal Expense Voucher Reimbursement Request – Corinne Pierog

Committee Flow:
Finance and Budget Committee, Executive Committee, County Board

Contact:
Jane Tallitsch, 630.232.5931

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $795.59
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

Per Resolution 17-30, that amended the Kane County Financial Policy in accordance with the Local Government Travel Expense Control Act, 50 ILCS 150/1 et seq., all reimbursements for travel, meals, and lodging of County Board Members & County Board Chairman must be approved by a roll call vote at County Board.

Kane County Personal Expense Voucher

Invoice #: 20260715-T-CP

Mileage Rate (per mile): 0.725

First Name: Corinne
Last Name: Pierog
Address: 467 S. Jefferson Street
City: Batavia
State: IL
Zip Code: 60510
Department:
Fund/Dept./Sub-Dept.: 001-010-010-53106

Date (MM/DD/YYYY)	Description/Purpose	Start Location	End Location	Miles	Mileage Reimb	Other Transport	Lodging	Meals	Other
06/23/2026	2026 IEDA Summit	719 S. Batavia Avenue, Geneva, IL 60134	25 S. Halsted Street, Chicago, IL 60661	44.10	$31.973	$3.00	$284.18		
06/24/2026	2026 IEDA Summit						$284.18	$38.00	
06/25/2026	2026 IEDA Summit	25 S. Halsted Street, Chicago, IL 60661	719 S. Batavia Avenue, Geneva, IL 60134	43.87	$31.806	$3.00		$11.45	$108.00
			Total(s)	87.97	$63.78	$6.00	$568.36	$49.45	$108.00

Grand Total: $795.59

Explanation:

CHECKLIST

Checklist Item	Yes/No
Receipts and/or Agenda Attached?	Yes
Employee Home Address Included?	Yes
Are the expenditures submitted with supporting documentation to the Auditor's Office within 60 days?	Yes

SUMMARY OF EXPENSES

Description	Project Code	Amount/Item
Mileage	53106	$63.78
Tolls	53106	$6.00
Lodging	53106	$568.36
Meals	53106	$49.45
Parking	53106	$108.00
Total		**$795.59**

I CERTIFY THAT THE ABOVE EXPENSES ARE CORRECT, AND WERE INCURRED FOR COUNTY BUSINESS. I FURTHER CERTIFY THAT, IF ANY ABOVE EXPENSES INVOLVED THE USE OF A MOTOR VEHICLE, I HAVE A VALID DRIVER'S LICENSE FOR SAID USE AND HAVE INSURANCE IN THE AMOUNT REQUIRED BY KCC SECTION 2-71 AS AMENDED AND KC PERSONNEL POLICY HANDBOOK AS AMENDED.

Signature: Date: 07/15/2026

Approved By: Date:

ILLINOIS ECONOMIC DEVELOPMENT ASSOCIATION

Development Summit

June 24–25, 2026

UIC Isadore & Sadie Dorin Forum

725 W Roosevelt Rd, Chicago, IL 60608

Register Now! https://www.ileda.org/2026-ieda-summit

Networking Event

June 24

5:30PM-7:30PM

Haymarket Pub & Brewery

Pricing

IEDA Members: $249

Non-Members: $349

Discounted Hotel Block at the Crowne Plaza West Loop

25 S Halsted St, Chicago, IL 60661

https://tinyurl.com/2026iedasummit

Group Code: ILE

Bussing provided between Crowne Plaza West Loop and UIC Dorin Forum on June 24 and 25 in accordance with event times

2026 IEDA Summit Tentative Schedule

June 24-25, 2026

UIC Dorin Forum, 725 W Roosevelt Rd, Chicago, IL 60608

Wednesday, June 24

Start	End	Session Topic
7:30 AM	8:30 AM	Breakfast
8:30 AM	9:00 AM	Opening Remarks from DCEO Director Kristin Richards
9:00 AM	10:00 AM	The State of Transportation: How Trucking, Aviation, and Rail Are Shaping Economic Development
10:00 AM	10:15 AM	Break
10:15 AM	11:45 AM	Illinois Department of Commerce and Economic Opportunity (DCEO) Presentation
11:45 AM	1:15 PM	Lunch, Membership Meeting, Legislative Update
1:15 PM	2:15 PM	Powering Illinois' Future: Capacity, Resource Adequacy, and the Role of Nuclear Energy
2:15 PM	3:15 PM	Aligning Workforce Strategy with Business Needs
3:15 PM	3:30 PM	Break
3:30 PM	4:30 PM	Small Places, Big Impact: How Tourism Sparks Economic Growth Across Illinois
4:30 PM	4:45 PM	Closing Remarks
5:30 PM	7:30 PM	Networking Event at Haymarket Pub and Brewery, 737 W Randolph St, Chicago, IL 60661

Thursday, June 25

Start	End	Session Topic
7:30 AM	8:30 AM	Breakfast
8:30 AM	8:45 AM	Opening Remarks from Illinois EDC President & CEO Christy George
8:45 AM	9:45 AM	Making Sense of the Economy: Federal Reserve Midyear Assessment
9:45 AM	11:15 AM	Illinois EDC Presentation
11:15 AM	11:30 AM	Break
11:30 AM	12:30 PM	Community Approaches to Address Housing Needs
12:30 PM	12:45 PM	Closing Remarks

**Times, topics, session names, and panelists are all subject to change.*

Featured Panelists

The State of Transportation: How Trucking, Aviation, and Rail are Shaping Economic Development
Moderator: Kristin Richards, Director, DCEO
Tim Butler, President, Illinois Railroad Association
Matt Hart, Executive Director, Illinois Trucking Association
Clayton Stambaugh, Deputy Director of Aeronautics, IDOT

Illinois Department of Commerce and Economic Opportunity (DCEO) Presentation
Alyson Grady, Deputy Director, DCEO Office of Regional Economic Development (RED)
Manuel Lopez, Assistant Deputy Director, DCEO Office of RED
Andrea Runge, Assistant Deputy Director, DCEO Office of RED
Renee Wott, Northeast Senior Region Manager, DCEO Office of RED
Additional DCEO Team RED Members
Margo Markopoulos, Deputy Director, DCEO Office of Trade and Investment

Powering Illinois' Future: Capacity, Resource Adequacy, and the Role of Nuclear Energy
Moderator: John McBride, Partner, Norton Rose Fulbright LLP
Dwayne Pickett, Vice President of Government Affairs and Regulatory Advocacy, Constellation Power
Brian Granahan, Director, Illinois Power Agency
Brad Tietz, Director of State Policy, Data Center Coalition

Aligning Workforce Strategy with Business Needs
Moderator: Betsy Dirksen Londrigan, President and CEO, Lincolnomic Growth Strategies
Dr. Justin Arnold, President, Illinois Workforce Association
Julio Rodriguez, Deputy Director, DCEO Office of Employment and Training
Laticia Holbert, Senior Manager of Workforce Development, ComEd
Jackie Gallo, Senior Director of Programs, Revolution Workshop

Small Places, Big Impact: How Tourism Sparks Economic Growth Across Illinois
Moderator: Katie Dudley, Community and Economic Development Specialist, Illinois Extension
Roz Stuttley, Vice President, Inclusive Tourism and Community Engagement, Choose Chicago
Cortney Strohacker, Executive Director, DeKalb County Convention & Visitors Bureau
Tom Daughhetee, Economic Development Director, City of Casey

Making Sense of the Economy: Federal Reserve Midyear Assessment
Thomas Walstrum, Principal Business Economist, Federal Reserve Bank of Chicago

Illinois EDC Presentation
Paulina San Millan, SVP, Business Development, Illinois EDC
Illinois EDC Leadership and Case Example Representatives

Community Approaches to Address Housing Needs
Ron Clewer, Principal, Tipping Point Consultancy
Doug Pryor, President and CEO, Will County CED
Olivia Ortega, Director of Housing Solutions, Office of Governor JB Pritzker
Mike Doyle, Vice President, Holladay Properties
Drew Mitchell, Vice President, Holladay Properties

CROWNE PLAZA
CHICAGO WEST LOOP

06-25-26

Corinne Pierog **719 S. Batavia Avenue** **Geneva 60134** **United States**	Folio No. : **986533** A/R Number : Group Code : **ILE** Company : Membership No. : **PC 396525112** Invoice No. :	Cashier No. : **15**	Room No. : **0617** Arrival : **06-23-26** Departure : **06-25-26** Conf. No. : **24116041** Rate Code : Page No. : **1 of 1**		

Date	Description		Charges	Credits
06-23-26	*Accommodation		239.00	
06-23-26	State Tax		28.44	
06-23-26	City Tax		10.76	
06-23-26	County Tax		2.39	
06-23-26	CTID Transaction Charge		3.59	
06-24-26	Rye Restaurant - Food	Room# 0617 : CHECK# 119873	41.64	
06-24-26	*Accommodation		239.00	
06-24-26	State Tax		28.44	
06-24-26	City Tax		10.76	
06-24-26	County Tax		2.39	
06-24-26	CTID Transaction Charge		3.59	
06-25-26	Self Parking		108.00	
06-25-26	American Express	XXXXXXXXXXXX5004		718.00
		Total	**718.00**	**718.00**
		Balance	**0.00**	

Thank you for staying with us! Qualifying points for this stay will automatically be credited to your account. Please tell us about your stay by writing a review here - www.ihg.com/reviews. We look forward to welcoming you back soon.

Crowne Plaza Chicago West Loop
25 South Halsted Street
Chicago, Illinois 60661
Tel:(312)829-5000 Fax:(312)602-2180

U.S. General Services Administration

Meals and incidental expenses (M&IE) rates and breakdown

Primary destination	County	M&IE total	Breakfast	Lunch	Dinner	Incidental expenses	First and lastday of travel
Chicago	Cook / Lake	$92	$23	$26	$38	$5	$69.00

719 S Batavia Ave
to **25 S Halsted St**

54 min (44.10 miles)

via I-88 and I-290

Start
719 S Batavia Ave

Head southwest.

Go for 112 ft.

Turn left.

Go for 167 ft.

Turn left.

Go for 180 ft.

Turn left.

Go for 272 ft.

Turn left toward S Batavia Ave/IL-31.

Go for 387 ft.

Turn left onto S Batavia Ave (IL-31).

Go for 1.2 mi.

Turn left onto W Fabyan Pkwy (CR-8).

Go for 1.8 mi.

Turn right onto N Kirk Rd (CR-77).

Go for 4.9 mi.

Take ramp onto I-88 E (Ronald Reagan Memorial Tollway) toward I-88-TOLL E/Chicago.

Go for 21.0 mi.

Continue on I-290 E (Eisenhower Expy).

Go for 14.0 mi.

Take the exit toward I-90 W/I-94 W/Kennedy Expy/Wisconsin/Downtown Exits.

Go for 0.8 mi.

Turn left onto W Madison St.

Go for 0.1 mi.

Turn left onto S Halsted St.

Go for 135 ft.

End at
25 S Halsted St
Chicago, Illinois 60661-3523

25 S Halsted St
to **719 S Batavia Ave**

54 min (43.87 miles)

via **I-88 and I-290**

Start
25 S Halsted St

Head toward W Madison St on S Halsted St.

Go for 0.3 mi.

Turn right onto W Lake St.

Go for 390 ft.

Turn right and take ramp onto I-90 E/I-94 E (Kennedy Expy E).

Go for 0.3 mi.

Take exit 51F-J onto I-290 W (Eisenhower Expy).

Go for 13.8 mi.

Keep left onto I-88 W (Ronald Reagan Memorial Tollway) toward Aurora/I-88-TOLL W/Indiana/I-294-TOLL S.

Go for 21.3 mi.

Take exit 119B toward North Farnsworth Ave onto CR-77 (N Farnsworth Ave).

Go for 5.0 mi.

Turn left onto E Fabyan Pkwy (CR-8).

Go for 1.8 mi.

Turn right onto N Batavia Ave (IL-31).

Go for 1.2 mi.

Turn right.

Go for 279 ft.

Turn right.

Go for 230 ft.

End at

719 S Batavia Ave

Geneva, Illinois 60134-3077

Entry Point

I-88 EB: Illinois 31

Exit Point

I-88 EB Exit: I-290

Vehicle Class

Auto / Motorcycle (2 Axles)

Time

All Times

Step 2

GET ROUTE

CLEAR

PLAZA NAME	TOLL
Aurora Toll Plaza Plaza 61	$1.50
Meyers Road Toll Plaza Plaza 52	$1.50
TOTAL	$3.00

Entry Point

I-88 WB Entry: I-290

Exit Point

I-88 WB: Illinois 31

Vehicle Class

Auto / Motorcycle (2 Axles

Time

All Times

Step 2

GET ROUTE

CLEAR

PLAZA NAME	TOLL
York Road Toll Plaza Plaza 51	$1.50
Aurora Toll Plaza Plaza 61	$1.50
TOTAL	$3.00

CROWNE PLAZA CHICAGO
WEST LOOP
25 S Halsted St, Chicago Illinois
(312) 602-2111

SALE

Card Type : Amex
Card Number : 5004
Entry Method: Tapped
Date/Time : 2026-06-25 9:11:31 AM
Approval # : 856709
Reference # : 1999561660

Record : 01Z6NUQRKU00P812RRI8CI0CBI66LSFB
Server : Kathleen
Check #: 119995
Guests : 1

AMOUNT:	$11.45
TIP:	$0.00
TOTAL:	$11.45

Approved - Thank You

I AGREE TO PAY THE ABOVE TOTAL AMOUNT ACCORDING TO CARD ISSUER AGREEMENT (MERCHANT AGREEMENT IF CREDIT VOUCHER)

Application Label: AMERICAN EXPRESS
Mode : Issuer
AID: A0000000025010801
TVR: 0000008000
IAD: 06660103A00002
TSI: E800
ARC: 00

*** Customer Copy ***

1L DCEO Conference
Pierogy

CROWNE PLAZA CHICAGO WES
25 S Halsted St, Chicago Illinois
Tel: (312) 602-2111

Server: Kathleen Date : 2026-06-25
Check : 119995 Time : 9:11:48 AM
Guests: 1

TO GO Breakfast

corinne

1 Latte - Lrg	5.25
1 Cinnamon Raisin	5.00
SUBTOTAL:	10.25
TAX:	1.20
TOTAL:	11.45
AMEX 5004:	11.45
1999561660	

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. 26-378

APPROVING THE 2027 MONTHLY HEALTH AND DENTAL CONTRIBUTIONS

WHEREAS, annually, the Human Resources, Finance Department, and the County's insurance broker collaborate to analyze industry trends and costs to estimate expenses for the County's employee benefit programs for the next year; and

WHEREAS, rates for the program for the upcoming year are calculated based on these estimates to ensure the program and required reserves are adequately funded; and

WHEREAS, the proposed rates based on the estimate for the 2027 monthly health and dental contributions for County employees is attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the annual health and dental contribution rates for January 1, 2027 through December 31, 2027 are approved as set forth in Exhibit A.

Passed by the Kane County Board on September 8, 2026.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

Exhibit A

PROPOSED 2027 MONTHLY HEALTH AND DENTAL CONTRIBUTION RATES							
Health Plans	**All Covered Adults (The employee, and if applicable, the employee's spouse) Participate in the Annual Wellness**		**Only One Covered Adult (The employee, or, if applicable, the employee's spouse) Participate in the Annual Wellness**		**No Covered Adults (Neither the employee, nor, if applicable, the employee's spouse) Participate in the Annual Wellness**		**Full Cost**
PPO HSA	**EMPLOYEE**	**EMPLOYER**	**EMPLOYEE**	**EMPLOYER**	**EMPLOYEE**	**EMPLOYER**	**EMPLOYEE + EMPLOYER**
EE	$214.64	$1,047.96	$214.64	$1,047.96	$264.64	$997.96	$1,262.60
EE + 1 Child	$422.10	$2,060.83	$422.10	$2,060.83	$472.10	$2,010.83	$2,482.93
EE+ Spouse	$422.10	$2,060.83	$472.10	$2,010.83	$522.10	$1,960.83	$2,482.93
Family	$649.66	$3,171.85	$699.66	$3,121.85	$749.66	$3,071.85	$3,821.51
EE + Children	$550.09	$2,685.76	$550.09	$2,685.76	$600.09	$2,635.76	$3,235.85
PPO	**EMPLOYEE**	**EMPLOYER**	**EMPLOYEE**	**EMPLOYER**	**EMPLOYEE**	**EMPLOYER**	**EMPLOYEE + EMPLOYER**
EE	$285.48	$1,393.84	$285.48	$1,393.84	$335.48	$1,343.84	$1,679.32
EE + 1 Child	$562.09	$2,744.35	$562.09	$2,744.35	$612.09	$2,694.35	$3,306.44
EE+ Spouse	$562.09	$2,744.35	$612.09	$2,694.35	$662.09	$2,644.35	$3,306.44
Family	$865.51	$4,225.70	$915.51	$4,175.70	$965.51	$4,125.70	$5,091.21
EE + Children	$732.76	$3,577.57	$732.76	$3,577.57	$782.76	$3,527.57	$4,310.33
HMO-IL	**EMPLOYEE**	**EMPLOYER**	**EMPLOYEE**	**EMPLOYER**	**EMPLOYEE**	**EMPLOYER**	**EMPLOYEE + EMPLOYER**
EE	$171.47	$837.19	$171.47	$837.19	$221.47	$787.19	$1,008.66
EE + 1 Child	$335.29	$1,637.02	$335.29	$1,637.02	$385.29	$1,587.02	$1,972.31
EE+ Spouse	$335.29	$1,637.02	$385.29	$1,587.02	$435.29	$1,537.02	$1,972.31
Family	$514.38	$2,511.40	$564.38	$2,461.40	$614.38	$2,411.40	$3,025.79
EE + Children	$435.91	$2,128.29	$435.91	$2,128.29	$485.91	$2,078.29	$2,564.20
HMO BA	**EMPLOYEE**	**EMPLOYER**	**EMPLOYEE**	**EMPLOYER**	**EMPLOYEE**	**EMPLOYER**	**EMPLOYEE + EMPLOYER**
EE	$154.00	$751.89	$154.00	$751.89	$204.00	$701.89	$905.89
EE + 1 Child	$300.59	$1,467.58	$300.59	$1,467.58	$350.59	$1,417.58	$1,768.17
EE+ Spouse	$300.59	$1,467.58	$350.59	$1,417.58	$400.59	$1,367.58	$1,768.17
Family	$460.75	$2,249.57	$510.75	$2,199.57	$560.75	$2,149.57	$2,710.32
EE + Children	$390.55	$1,906.80	$390.55	$1,906.80	$440.55	$1,856.80	$2,297.35
CIGNA Dental PPO	**EMPLOYEE**	**EMPLOYER**	**EMPLOYEE**	**EMPLOYER**	**EMPLOYEE**	**EMPLOYER**	**EMPLOYEE + EMPLOYER**
Single	$14.97	$24.42	$14.97	$24.42	$14.97	$24.42	$39.39
Family	$39.61	$64.63	$39.61	$64.63	$39.61	$64.63	$104.24
CIGNA DENTAL HMO	**EMPLOYEE**	**EMPLOYER**	**EMPLOYEE**	**EMPLOYER**	**EMPLOYEE**	**EMPLOYER**	**EMPLOYEE + EMPLOYER**
Single	$6.21	$10.14	$6.21	$10.14	$6.21	$10.14	$16.35
Family	$16.45	$26.85	$16.45	$26.85	$16.45	$26.85	$43.30

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving the 2027 Monthly Health and Dental Contributions

Committee Flow:
County Board

Contact:
Jamie Lobrillo

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution approves the 2027 employee rates for health and dental group insurance.