



Kane County

KC Administration Committee

Agenda

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

KIOUS, Juby, Arroyo, Garcia, Gumz, D. Young, K. Young, ex-officios Roth (County Vice Chair) and Pierog (County Chair)

Wednesday, August 12, 2026

10:30 AM

County Board Room

2026 Committee Goals

- Review revenue and expense budgets, capital projects, contractual services, commodities, and county assets as necessary.
 - Review and update the Five-Year Capital plan, Facilities Condition Assessments and Building Utilization Assessments to monitor short- and long-term projects and potential funding sources.
 - Receive updates on building and grounds maintenance and permanent improvements as needed.
 - Receive scheduled lifecycle replacement reports of county computer systems, network infrastructure and telephone systems.
 - Monitor technology standards, planning, progress and conditions of all county software applications and databases to ensure continuity of operations for county offices, departments and visiting public.
 - Receive updates on the status of licensing fiber optic network infrastructure assets throughout the county.
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1. **Call To Order**
 2. **Roll Call**
 3. **Remote Attendance Requests**
 4. **Approval of Minutes: July 15, 2026**
 5. **Public Comment**
 6. **Finance Report**
 - A. Monthly Finance Reports
 7. **Executive Director's Report (R. Fahnestock)**
 - A. Amasa White House Planning
 - B. Building Management Financials
 8. **Building Management (K. Harris)**
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- A. **Resolution:** Authorizing a Contract Extension for Kane County Generator Maintenance Services for the Building Management Department with Midwest Power Industry Incorporated (BID# 23-046)
 - B. **Resolution:** Authorizing a Contract with Abbey Construction Company, Inc. for the Fabyan Parking Lot Project for the Kane County Building Management Department (BID# 26-054-TL)
 - C. **Resolution:** Authorizing a Contract for Snow Plowing Services for the Building Management Department with Tentinger Landscapes, Inc. (RFP# 26-035-DH)
 - D. **Resolution:** Authorizing a Contract Extension for Kane County Annual Roof Inspection, Repair, and Replacement Services for the Building Management Department with Weatherguard Roofing Company (BID# 23-054)
9. **Information Technologies (C. Lasky)**
- A. Discussion: Artificial Intelligence (AI) Policy
10. **Geographic Information Systems (K. Lebo)**
11. **Mill Creek SSA (R. Fahnestock)**
- A. **Resolution:** Authorizing a Contract Extension for the Mill Creek SSA Holiday Lights & Décor Services with It's a Wonderful Light (BID# 22-029)
12. **Vehicles**
13. **Facility Use Requests**
- A. Facility Use Request: Blessing of the Animals
14. **New Business**
15. **Old Business**
- A. **Resolution:** Authorizing an Agreement for the Design and Construction of a Digital Monument Sign with Aurora Sign Company (RFP# 26-027-TK)
16. **Reports Placed On File**
17. **Executive Session (if needed)**
18. **Adjournment**

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

FINANCE REPORT NO. TMP-26-970

MONTHLY FINANCE REPORTS

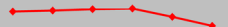
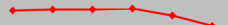
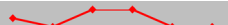
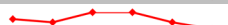
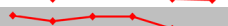
Committee Revenue Budget Report - by Account Detail
Through July 31, 2026 (66.7% YTD)
*2024, 2025 and 2026 Actual Fiscal Year

Department / Fund / Account Classification	2024 Actual Amount*	2025 Actual Amount*	2026 Adopted Budget	2026 Amended Budget	2026 Actual Amount*	2026 YTD% Actual/Amended Budget	2021 - 2026 Trend
060 Information Technologies	\$ 3,124,997	\$ 4,090,668	\$ 3,829,433	\$ 3,862,300	\$ 3,115,966	80.68%	
001 General Fund	\$ 1,385,794	\$ 1,300,643	\$ 1,206,127	\$ 1,206,127	\$ 1,050,933	87.13%	
Revenue	\$ 1,385,794	\$ 1,300,643	\$ 1,206,127	\$ 1,206,127	\$ 1,050,933	87.13%	
Other	\$ 154,118	\$ 173,146	\$ 186,731	\$ 186,731	\$ 96,076	51.45%	
38900 - Miscellaneous Other	\$ 154,118	\$ 173,146	\$ 186,731	\$ 186,731	\$ 96,076	51.45%	
Transfers In	\$ 841,230	\$ 773,780	\$ 920,462	\$ 920,462	\$ 891,046	96.80%	
39010 - Transfer from Insurance Liability Fund 010	\$ 3,981	\$ 4,935	\$ 8,104	\$ 8,104	\$ 8,104	100.00%	
39101 - Transfer from Geographic Information Systems Fund 101	\$ 34,585	\$ 32,775	\$ 37,547	\$ 37,547	\$ 37,547	100.00%	
39120 - Transfer from Grand Victoria Casino Elgin Fund 120	\$ 1,253	\$ 1,543	\$ 2,177	\$ 2,177	\$ -	0.00%	
39127 - Transfer from Judicial Technology Sales Tax Fund 127	\$ 13,370	\$ 8,709	\$ 15,644	\$ 15,644	\$ 15,644	100.00%	
39150 - Transfer from Sales Tax Automation Fund 150	\$ 2,971	\$ 5,806	\$ 5,806	\$ 5,806	\$ 5,806	100.00%	
39160 - Transfer from Vital Record Automation Fund 160	\$ 594	\$ 2,032	\$ 3,129	\$ 3,129	\$ 3,129	100.00%	
39200 - Transfer from Court Automation Fund 200	\$ 23,770	\$ 17,418	\$ 12,516	\$ 12,516	\$ 12,516	100.00%	
39201 - Transfer from Court Document Storage Fund 201	\$ 11,885	\$ 11,612	\$ 6,258	\$ 6,258	\$ 6,258	100.00%	
39202 - Transfer from Child Support Fund 202	\$ 5,942	\$ 5,806	\$ 6,258	\$ 6,258	\$ 6,258	100.00%	
39203 - Transfer from Circuit Clerk Admin Services Fund 203	\$ 8,914	\$ 8,709	\$ 9,387	\$ 9,387	\$ 9,387	100.00%	
39204 - Transfer from Circuit Clerk Electronic Citation Fund 204	\$ 5,942	\$ 5,806	\$ 3,129	\$ 3,129	\$ 3,129	100.00%	
39250 - Transfer from Law Library Fund 250	\$ 2,971	\$ 2,903	\$ 3,129	\$ 3,129	\$ 3,129	100.00%	
39269 - Transfer from KaneComm Fund 269	\$ 105,650	\$ 63,866	\$ 68,835	\$ 68,835	\$ 68,835	100.00%	
39290 - Transfer from Animal Control Fund 290	\$ 38,626	\$ 37,739	\$ 40,677	\$ 40,677	\$ 40,677	100.00%	
39300 - Transfer from County Highway Fund 300	\$ 183,293	\$ 180,216	\$ 202,662	\$ 202,662	\$ 202,662	100.00%	
39302 - Transfer from Motor Fuel Tax Fund 302	\$ 109,934	\$ 107,411	\$ 115,773	\$ 115,773	\$ 115,773	100.00%	
39350 - Transfer from County Health Fund 350	\$ 191,345	\$ 186,953	\$ 278,168	\$ 278,168	\$ 278,168	100.00%	
39351 - Transfer from Kane Kares Fund 351	\$ 18,124	\$ 17,708	\$ 19,086	\$ 19,086	\$ 19,086	100.00%	
39355 - Transfer from American Rescue Plan Fund 355	\$ 5,942	\$ 11,612	\$ 12,516	\$ 12,516	\$ 12,516	100.00%	
39380 - Transfer from Veterans' Commission Fund 380	\$ 11,885	\$ 14,515	\$ 15,645	\$ 15,645	\$ 15,645	100.00%	
39400 - Transfer from Economic Development Fund 400	\$ 2,228	\$ 2,177	\$ -	\$ -	\$ -	0.00%	
39401 - Transfer from Community Development Block Grant Fund 401	\$ 4,412	\$ 2,741	\$ 7,112	\$ 7,112	\$ -	0.00%	
39402 - Transfer from HOME Program Fund 402	\$ 1,552	\$ 639	\$ 2,758	\$ 2,758	\$ -	0.00%	
39404 - Transfer from Homeless Management Info Systems Fund 404	\$ 3,677	\$ 1,357	\$ 1,996	\$ 1,996	\$ -	0.00%	
39409 - Transfer from Continuum of Care Planning Grant Fund 409	\$ 2,070	\$ 2,422	\$ 3,326	\$ 3,326	\$ -	0.00%	
39410 - Transfer from Elgin CDBG Fund 410	\$ 1,362	\$ 985	\$ -	\$ -	\$ -	0.00%	
39412 - Transfer from Emergency Rental Assistance #2 Fund 412	\$ 9,887	\$ 4,311	\$ 2,903	\$ 2,903	\$ -	0.00%	
39413 - Transfer from CDBG-CV Fund 413	\$ 2,097	\$ -	\$ 1,161	\$ 1,161	\$ -	0.00%	
39414 - Transfer from Home - ARP Fund 414	\$ 6,373	\$ 4,630	\$ 7,983	\$ 7,983	\$ -	0.00%	
39420 - Transfer from Stormwater Management Fund 420	\$ 267	\$ 261	\$ 261	\$ 261	\$ 261	100.00%	
39430 - Transfer from Farmland Preservation Fund 430	\$ 2,228	\$ 2,177	\$ -	\$ -	\$ -	0.00%	
39520 - Transfer from Mill Creek Special Service Area Fund 520	\$ 23,090	\$ 23,019	\$ 25,529	\$ 25,529	\$ 25,529	100.00%	
39650 - Transfer from Enterprise Surcharge Fund 650	\$ 1,010	\$ 987	\$ 987	\$ 987	\$ 987	100.00%	
Charges for Services	\$ 390,446	\$ 353,718	\$ 98,934	\$ 98,934	\$ 63,811	64.50%	

Committee Revenue Budget Report - by Account Detail
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*2024, 2025 and 2026 Actual Fiscal Year

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34020 - Computer Services Fees	\$ 390,376	\$ 353,718	\$ 98,934	\$ 98,934	\$ 63,811	64.50%	
34870 - GIS Mapping Fees	\$ 70	\$ -	\$ -	\$ -	\$ -	0.00%	
101 Geographic Information Systems	\$ 1,416,883	\$ 2,467,341	\$ 2,291,806	\$ 2,324,673	\$ 1,743,950	75.02%	
Revenue	\$ 1,416,883	\$ 2,467,341	\$ 2,291,806	\$ 2,324,673	\$ 1,743,950	75.02%	
Interest Revenue	\$ 47,033	\$ 71,209	\$ 35,306	\$ 35,306	\$ 35,990	101.94%	
38000 - Investment Income	\$ 47,033	\$ 71,209	\$ 35,306	\$ 35,306	\$ 35,990	101.94%	
Other	\$ -	\$ -	\$ -	\$ 32,867	\$ -	0.00%	
39900 - Fund Balance Utilization	\$ -	\$ -	\$ -	\$ 32,867	\$ -	0.00%	
Charges for Services	\$ 1,369,850	\$ 2,396,132	\$ 2,256,500	\$ 2,256,500	\$ 1,707,960	75.69%	
34010 - GIS Counter Sale Fees	\$ 170	\$ 620	\$ 500	\$ 500	\$ 90	18.00%	
34180 - GIS Fees	\$ 1,369,680	\$ 2,395,512	\$ 2,256,000	\$ 2,256,000	\$ 1,707,870	75.70%	
385 IL Counties Information Mgmt	\$ 50	\$ 28	\$ -	\$ -	\$ 4	0.00%	
Revenue	\$ 50	\$ 28	\$ -	\$ -	\$ 4	0.00%	
Interest Revenue	\$ 50	\$ 28	\$ -	\$ -	\$ 4	0.00%	
38000 - Investment Income	\$ 50	\$ 28	\$ -	\$ -	\$ 4	0.00%	
Charges for Services	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
35400 - ICIM Association Fees	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
390 Web Technical Services	\$ 322,270	\$ 322,656	\$ 331,500	\$ 331,500	\$ 321,079	96.86%	
Revenue	\$ 322,270	\$ 322,656	\$ 331,500	\$ 331,500	\$ 321,079	96.86%	
Interest Revenue	\$ 24,770	\$ 30,156	\$ 9,886	\$ 9,886	\$ 14,579	147.47%	
38000 - Investment Income	\$ 24,770	\$ 30,156	\$ 9,886	\$ 9,886	\$ 14,579	147.47%	
Other	\$ -	\$ -	\$ 15,114	\$ 15,114	\$ -	0.00%	
39900 - Fund Balance Utilization	\$ -	\$ -	\$ 15,114	\$ 15,114	\$ -	0.00%	
Transfers In	\$ 297,500	\$ 292,500	\$ 306,500	\$ 306,500	\$ 306,500	100.00%	
39120 - Transfer from Grand Victoria Casino Elgin Fund 120	\$ 297,500	\$ 292,500	\$ 306,500	\$ 306,500	\$ 306,500	100.00%	
Grand Total	\$ 3,124,997	\$ 4,090,668	\$ 3,829,433	\$ 3,862,300	\$ 3,115,966	80.68%	

Committee Expense Budget Report - by Account Detail
Through July 31, 2026 (66.7% YTD, 65.37% Payroll Expense through Pay Period Ending 7/18/2026)
***2024, 2025 and 2026 Actual Fiscal Year**

Department / Fund / Account Classification	2024 Actual Amount*	2025 Actual Amount*	2026 Adopted Budget	2026 Amended Budget	2026 Actual Amount*	2026 YTD% Actual/Amended Budget	2021 - 2026 Trend
060 Information Technologies	\$ 5,845,891	\$ 6,260,452	\$ 7,314,549	\$ 7,558,587	\$ 4,169,278	55.16%	
001 General Fund	\$ 4,067,554	\$ 4,319,866	\$ 4,691,243	\$ 4,902,414	\$ 2,538,672	51.78%	
Expenses	\$ 4,067,554	\$ 4,319,866	\$ 4,691,243	\$ 4,902,414	\$ 2,538,672	51.78%	
Personnel Services- Salaries & Wages	\$ 3,518,899	\$ 3,728,711	\$ 3,775,789	\$ 3,986,960	\$ 2,339,647	58.68%	
40000 - Salaries and Wages	\$ 3,485,504	\$ 3,698,901	\$ 3,703,029	\$ 3,914,200	\$ 2,323,037	59.35%	
40003 - Cost of Living Increase	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
40007 - Equity Study Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
40200 - Overtime Salaries	\$ 33,396	\$ 29,810	\$ 72,760	\$ 72,760	\$ 16,610	22.83%	
Personnel Services- Employee Benefits	\$ 652,652	\$ -	\$ 1,303,209	\$ 1,303,209	\$ -	0.00%	
45000 - Healthcare Contribution	\$ 636,114	\$ -	\$ 702,112	\$ 702,112	\$ -	0.00%	
45010 - Dental Contribution	\$ 16,538	\$ -	\$ 16,216	\$ 16,216	\$ -	0.00%	
45100 - FICA/SS Contribution	\$ -	\$ -	\$ 287,892	\$ 287,892	\$ -	0.00%	
45200 - IMRF Contribution	\$ -	\$ -	\$ 231,643	\$ 231,643	\$ -	0.00%	
53010 - Workers Compensation	\$ -	\$ -	\$ 65,346	\$ 65,346	\$ -	0.00%	
Contractual Services	\$ 436,247	\$ 516,052	\$ 808,704	\$ 808,704	\$ 172,418	21.32%	
50150 - Contractual/Consulting Services	\$ 208,151	\$ 142,346	\$ 349,400	\$ 349,400	\$ 139,440	39.91%	
52130 - Repairs and Maint- Computers	\$ 95,341	\$ 103,631	\$ 148,003	\$ 148,003	\$ -	0.00%	
52140 - Repairs and Maint- Copiers	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
52150 - Repairs and Maint- Comm Equip	\$ 103,183	\$ 256,092	\$ 269,300	\$ 269,300	\$ 31,950	11.86%	
52230 - Repairs and Maint- Vehicles	\$ 3,811	\$ 1,553	\$ 4,000	\$ 4,000	\$ 472	11.79%	
53040 - General Advertising	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ -	0.00%	
53100 - Conferences and Meetings	\$ 21,457	\$ 1,501	\$ 15,000	\$ 15,000	\$ 134	0.90%	
53110 - Employee Training	\$ 3,402	\$ 10,837	\$ 20,501	\$ 20,501	\$ 350	1.71%	
53120 - Employee Mileage Expense	\$ 903	\$ 94	\$ 1,500	\$ 1,500	\$ 73	4.85%	
Commodities	\$ 112,408	\$ 75,102	\$ 106,750	\$ 106,750	\$ 26,607	24.92%	
60000 - Office Supplies	\$ 26,372	\$ 18,383	\$ 27,300	\$ 27,300	\$ 8,094	29.65%	
60020 - Computer Related Supplies	\$ 51,966	\$ 35,851	\$ 55,450	\$ 55,450	\$ 9,538	17.20%	
60110 - Printing Supplies	\$ 31,235	\$ 17,189	\$ 20,000	\$ 20,000	\$ 7,325	36.63%	
63040 - Fuel- Vehicles	\$ 2,835	\$ 3,427	\$ 4,000	\$ 4,000	\$ 1,651	41.26%	
64000 - Telephone	\$ -	\$ 252	\$ -	\$ -	\$ -	0.00%	
Services	\$ (652,652)	\$ -	\$ (1,303,209)	\$ (1,303,209)	\$ -	0.00%	
45005 - Healthcare Contribution Contra Account	\$ (636,114)	\$ -	\$ (702,112)	\$ (702,112)	\$ -	0.00%	
45015 - Dental Insurance Contra Account	\$ (16,538)	\$ -	\$ (16,216)	\$ (16,216)	\$ -	0.00%	
45105 - FICA/SS Contribution Contra Account	\$ -	\$ -	\$ (287,892)	\$ (287,892)	\$ -	0.00%	
45205 - IMRF Contribution Contra Account	\$ -	\$ -	\$ (231,643)	\$ (231,643)	\$ -	0.00%	

Committee Expense Budget Report - by Account Detail
Through July 31, 2026 (66.7% YTD, 65.37% Payroll Expense through Pay Period Ending 7/18/2026)
***2024, 2025 and 2026 Actual Fiscal Year**

Department / Fund / Account Classification	2024 Actual Amount*	2025 Actual Amount*	2026 Adopted Budget	2026 Amended Budget	2026 Actual Amount*	2026 YTD% Actual/Amended Budget	2021 - 2026 Trend
53015 - Worker's Comp Contra Account	\$ -	\$ -	\$ (65,346)	\$ (65,346)	\$ -	0.00%	
101 Geographic Information Systems	\$ 1,497,445	\$ 1,706,869	\$ 2,291,806	\$ 2,324,673	\$ 1,469,623	63.22%	
Expenses	\$ 1,497,445	\$ 1,706,869	\$ 2,291,806	\$ 2,324,673	\$ 1,469,623	63.22%	
Personnel Services- Salaries & Wages	\$ 757,069	\$ 720,003	\$ 906,712	\$ 935,495	\$ 540,008	57.72%	
40000 - Salaries and Wages	\$ 756,609	\$ 719,885	\$ 906,712	\$ 935,495	\$ 537,618	57.47%	
40002 - Non-Union Wage Increase	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
40003 - Cost of Living Increase	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
40200 - Overtime Salaries	\$ 461	\$ 119	\$ -	\$ -	\$ 2,390	0.00%	
Personnel Services- Employee Benefits	\$ 227,706	\$ 214,146	\$ 291,071	\$ 295,155	\$ 168,322	57.03%	
45000 - Healthcare Contribution	\$ 118,738	\$ 106,199	\$ 147,362	\$ 147,362	\$ 76,118	51.65%	
45010 - Dental Contribution	\$ 3,661	\$ 3,254	\$ 4,329	\$ 4,329	\$ 2,244	51.84%	
45100 - FICA/SS Contribution	\$ 55,989	\$ 53,060	\$ 69,127	\$ 71,329	\$ 40,111	56.23%	
45200 - IMRF Contribution	\$ 33,640	\$ 37,913	\$ 54,557	\$ 56,439	\$ 34,153	60.51%	
53010 - Workers Compensation	\$ 15,678	\$ 13,720	\$ 15,696	\$ 15,696	\$ 15,696	100.00%	
Contractual Services	\$ 466,684	\$ 674,723	\$ 457,120	\$ 457,120	\$ 271,846	59.47%	
50150 - Contractual/Consulting Services	\$ 154,956	\$ 335,937	\$ 384,575	\$ 384,575	\$ 217,548	56.57%	
50340 - Software Licensing Cost	0.00	\$ -	\$ 20,500	\$ 20,500	13,538.90	66.04%	
52130 - Repairs and Maint- Computers	\$ 285,544	\$ 305,018	\$ 1,300	\$ 1,300	\$ 619	47.63%	
53000 - Liability Insurance	\$ 22,785	\$ 29,368	\$ 33,821	\$ 33,821	\$ 33,821	100.00%	
53020 - Unemployment Claims	\$ 367	\$ 396	\$ 544	\$ 544	\$ 544	100.00%	
53100 - Conferences and Meetings	\$ 297	\$ 2,490	\$ 5,000	\$ 5,000	\$ -	0.00%	
53110 - Employee Training	\$ 1,125	\$ -	\$ 10,000	\$ 10,000	\$ 4,400	44.00%	
53120 - Employee Mileage Expense	\$ -	\$ 55	\$ 150	\$ 150	\$ -	0.00%	
53130 - General Association Dues	\$ 1,610	\$ 1,460	\$ 1,230	\$ 1,230	\$ 1,375	111.79%	
Commodities	\$ 11,401	\$ 27,540	\$ 51,756	\$ 51,756	\$ 22,256	43.00%	
60000 - Office Supplies	\$ 365	\$ 3,289	\$ 2,200	\$ 2,200	\$ 48	2.17%	
60010 - Operating Supplies	\$ -	\$ -	\$ 2,100	\$ 2,100	\$ 496	23.64%	
60020 - Computer Related Supplies	\$ 2,765	\$ 1,351	\$ 2,500	\$ 2,500	\$ 1,425	56.99%	
60050 - Books and Subscriptions	\$ 1,415	\$ 12,700	\$ 500	\$ 500	\$ 149	29.80%	
60060 - Computer Software- Non Capital	\$ -	\$ -	\$ 15,106	\$ 15,106	\$ 15,316	101.39%	
60070 - Computer Hardware- Non Capital	\$ 540	\$ 2,424	\$ 14,350	\$ 14,350	\$ 1,683	11.73%	
60570 - Office Furniture - Non-Capital	0.00	\$ 916	\$ 6,000	\$ 6,000	0.00	0.00%	
64000 - Telephone	\$ 3,965	\$ 3,992	\$ 6,000	\$ 6,000	\$ 1,862	31.03%	
64010 - Cellular Phone	\$ 2,352	\$ 2,868	\$ 3,000	\$ 3,000	\$ 1,277	42.58%	

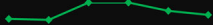
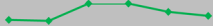
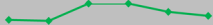
Committee Expense Budget Report - by Account Detail

Through July 31, 2026 (66.7% YTD, 65.37% Payroll Expense through Pay Period Ending 7/18/2026)

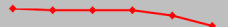
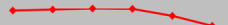
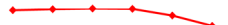
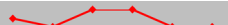
*2024, 2025 and 2026 Actual Fiscal Year

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Transfers Out	\$ 34,585	\$ 32,775	\$ 37,547	\$ 37,547	\$ 37,547	100.00%	
99001 - Transfer to General Fund 001	\$ 34,585	\$ 32,775	\$ 37,547	\$ 37,547	\$ 37,547	100.00%	
Capital	\$ -	\$ 37,682	\$ 547,600	\$ 547,600	\$ 429,644	78.46%	
70000 - Computers	\$ -	\$ 37,682	\$ 15,000	\$ 15,000	\$ -	0.00%	
70020 - Computer Software- Capital	\$ -	\$ -	\$ 80,000	\$ 80,000	\$ 66,290	82.86%	
70030 - Computer Software License Cost	0.00	\$ -	\$ 452,600	\$ 452,600	363,353.56	80.28%	
70050 - Printers	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
Contingency and Other	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
89000 - Addition to Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
385 IL Counties Information Mgmt	\$ 324	\$ 475	\$ -	\$ -	\$ 241	0.00%	
Expenses	\$ 324	\$ 475	\$ -	\$ -	\$ 241	0.00%	
Contractual Services	\$ 324	\$ 475	\$ -	\$ -	\$ 241	0.00%	
53100 - Conferences and Meetings	\$ 324	\$ 475	\$ -	\$ -	\$ 241	0.00%	
390 Web Technical Services	\$ 280,567	\$ 233,242	\$ 331,500	\$ 331,500	\$ 160,742	48.49%	
Expenses	\$ 280,567	\$ 233,242	\$ 331,500	\$ 331,500	\$ 160,742	48.49%	
Contractual Services	\$ 280,567	\$ 233,242	\$ 331,500	\$ 331,500	\$ 160,742	48.49%	
50150 - Contractual/Consulting Services	\$ 47,618	\$ 48,955	\$ 100,000	\$ 100,000	\$ 5,133	5.13%	
50340 - Software Licensing Cost	\$ 232,598	\$ 178,559	\$ 221,500	\$ 221,500	\$ 154,413	69.71%	
52130 - Repairs and Maint- Computers	\$ 350	\$ 5,728	\$ 10,000	\$ 10,000	\$ 1,196	11.96%	
Grand Total	\$ 5,845,891	\$ 6,260,452	\$ 7,314,549	\$ 7,558,587	\$ 4,169,278	55.16%	

Committee Revenue Budget Report - by Account Detail
Through July 31, 2026 (66.7% YTD)
***2024, 2025 and 2026 Actual Fiscal Year**

Department / Fund / Account Classification	2024 Actual Amount*	2025 Actual Amount*	2026 Adopted Budget	2026 Amended Budget	2026 Actual Amount*	2026 YTD% Actual/Amended Budget	2021 - 2026 Trend
080 Building Management	\$ (15,344)	\$ (19,940)	\$ 50,659	\$ 50,659	\$ 17,370	34.29%	
001 General Fund	\$ (15,344)	\$ (19,940)	\$ 50,659	\$ 50,659	\$ 17,370	34.29%	
Revenue	\$ (15,344)	\$ (19,940)	\$ 50,659	\$ 50,659	\$ 17,370	34.29%	
Other	\$ (15,344)	\$ (19,940)	\$ 50,659	\$ 50,659	\$ 17,370	34.29%	
38500 - Rental Income	\$ (15,344)	\$ (19,940)	\$ 50,659	\$ 50,659	\$ 5,294	10.45%	
38900 - Miscellaneous Other	\$ -	\$ -	\$ -	\$ -	\$ 12,076	0.00%	
Grand Total	\$ (15,344)	\$ (19,940)	\$ 50,659	\$ 50,659	\$ 17,370	34.29%	

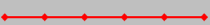
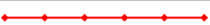
Committee Expense Budget Report - by Account Detail
Through July 31, 2026 (66.7% YTD, 65.37% Payroll Expense through Pay Period Ending 7/18/2026)
***2024, 2025 and 2026 Actual Fiscal Year**

Department / Fund / Account Classification	2024 Actual Amount*	2025 Actual Amount*	2026 Adopted Budget	2026 Amended Budget	2026 Actual Amount*	2026 YTD% Actual/Amended Budget	2021 - 2026 Trend
080 Building Management	\$ 8,018,165	\$ 7,176,612	\$ 7,292,549	\$ 7,249,001	\$ 4,717,756	65.08%	
001 General Fund	\$ 8,018,165	\$ 7,176,612	\$ 7,292,549	\$ 7,249,001	\$ 4,717,756	65.08%	
Expenses	\$ 8,018,165	\$ 7,176,612	\$ 7,292,549	\$ 7,249,001	\$ 4,717,756	65.08%	
Personnel Services- Salaries & Wages	\$ 2,631,748	\$ 2,782,483	\$ 2,977,870	\$ 2,934,322	\$ 1,729,212	58.93%	
40000 - Salaries and Wages	\$ 2,508,375	\$ 2,640,705	\$ 2,772,558	\$ 2,729,010	\$ 1,658,380	60.77%	
40003 - Cost of Living Increase	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
40007 - Equity Study Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
40200 - Overtime Salaries	\$ 123,373	\$ 141,778	\$ 205,312	\$ 205,312	\$ 70,832	34.50%	
Personnel Services- Employee Benefits	\$ 505,080	\$ -	\$ 1,055,053	\$ 1,055,053	\$ -	0.00%	
45000 - Healthcare Contribution	\$ 492,404	\$ -	\$ 597,931	\$ 597,931	\$ -	0.00%	
45010 - Dental Contribution	\$ 12,676	\$ -	\$ 13,845	\$ 13,845	\$ -	0.00%	
45100 - FICA/SS Contribution	\$ -	\$ -	\$ 226,623	\$ 226,623	\$ -	0.00%	
45200 - IMRF Contribution	\$ -	\$ -	\$ 165,116	\$ 165,116	\$ -	0.00%	
53010 - Workers Compensation	\$ -	\$ -	\$ 51,538	\$ 51,538	\$ -	0.00%	
Contractual Services	\$ 3,437,054	\$ 2,387,400	\$ 2,411,227	\$ 2,411,227	\$ 1,736,956	72.04%	
50150 - Contractual/Consulting Services	\$ 22,499	\$ 1,420	\$ -	\$ -	\$ -	0.00%	
52000 - Disposal and Water Softener Srvs	\$ 94,219	\$ 65,174	\$ 75,375	\$ 75,375	\$ 46,759	62.04%	
52010 - Janitorial Services	\$ 565,108	\$ 181,526	\$ 175,000	\$ 175,000	\$ 97,083	55.48%	
52020 - Repairs and Maintenance- Roads	\$ 229,680	\$ 243,910	\$ 325,000	\$ 325,000	\$ 181,103	55.72%	
52110 - Repairs and Maint- Buildings	\$ 1,650,036	\$ 1,530,459	\$ 1,452,000	\$ 1,452,000	\$ 1,149,507	79.17%	
52120 - Repairs and Maint- Grounds	\$ 222,068	\$ 131,241	\$ 250,000	\$ 250,000	\$ 168,937	67.57%	
52160 - Repairs and Maint- Equipment	\$ 385,764	\$ 4,728	\$ -	\$ -	\$ 352	0.00%	
52190 - Equipment Rental	\$ 6,546	\$ 1,313	\$ 10,000	\$ 10,000	\$ -	0.00%	
52210 - Building Lease	\$ 166,435	\$ 144,039	\$ -	\$ -	\$ -	0.00%	
52220 - Equipment Lease	\$ 14,372	\$ -	\$ -	\$ -	\$ -	0.00%	
52230 - Repairs and Maint- Vehicles	\$ 28,685	\$ 11,934	\$ 21,500	\$ 21,500	\$ 32,057	149.10%	
52260 - Grease Trap- Septic Services	\$ 10,270	\$ 10,535	\$ 9,952	\$ 9,952	\$ 7,110	71.44%	
53060 - General Printing	\$ 41,328	\$ 55,321	\$ 87,000	\$ 87,000	\$ 50,449	57.99%	
53110 - Employee Training	\$ 45	\$ 5,801	\$ 5,000	\$ 5,000	\$ 3,586	71.72%	
53120 - Employee Mileage Expense	\$ -	\$ -	\$ 400	\$ 400	\$ 14	3.38%	
Commodities	\$ 1,949,363	\$ 2,006,729	\$ 1,903,452	\$ 1,903,452	\$ 1,251,588	65.75%	
60010 - Operating Supplies	\$ 18,150	\$ 7,382	\$ 13,041	\$ 13,041	\$ 6,057	46.45%	
60020 - Computer Related Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
60040 - Postage	\$ -	\$ 735	\$ -	\$ -	\$ -	0.00%	
60090 - Utilities- Sewer	\$ 134,264	\$ 156,040	\$ 130,000	\$ 130,000	\$ 107,700	82.85%	

Committee Expense Budget Report - by Account Detail

Through July 31, 2026 (66.7% YTD, 65.37% Payroll Expense through Pay Period Ending 7/18/2026)

*2024, 2025 and 2026 Actual Fiscal Year

Department / Fund / Account Classification	2024 Actual Amount*	2025 Actual Amount*	2026 Adopted Budget	2026 Amended Budget	2026 Actual Amount*	2026 YTD% Actual/Amended Budget	2021 - 2026 Trend
60100 - Utilities- Water	\$ 131,688	\$ 135,225	\$ 105,000	\$ 105,000	\$ 127,782	121.70%	
60110 - Printing Supplies	\$ 67,830	\$ 69,067	\$ 80,080	\$ 80,080	\$ 45,820	57.22%	
60160 - Cleaning Supplies	\$ 127,154	\$ 132,791	\$ 166,000	\$ 166,000	\$ 84,472	50.89%	
60210 - Uniform Supplies	\$ 5,183	\$ 10,689	\$ 8,331	\$ 8,331	\$ 5,347	64.18%	
60250 - Medical Supplies and Drugs	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
63000 - Utilities- Natural Gas	\$ 216,772	\$ 290,281	\$ 325,000	\$ 325,000	\$ 210,037	64.63%	
63010 - Utilities- Electric	\$ 1,235,688	\$ 1,197,723	\$ 1,064,000	\$ 1,064,000	\$ 651,901	61.27%	
63040 - Fuel- Vehicles	\$ 12,634	\$ 6,695	\$ 12,000	\$ 12,000	\$ 12,471	103.92%	
64000 - Telephone	\$ -	\$ 100	\$ -	\$ -	\$ -	0.00%	
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
70090 - Office Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
Services	\$ (505,080)	\$ -	\$ (1,055,053)	\$ (1,055,053)	\$ -	0.00%	
45005 - Healthcare Contribution Contra Account	\$ (492,404)	\$ -	\$ (597,931)	\$ (597,931)	\$ -	0.00%	
45015 - Dental Insurance Contra Account	\$ (12,676)	\$ -	\$ (13,845)	\$ (13,845)	\$ -	0.00%	
45105 - FICA/SS Contribution Contra Account	\$ -	\$ -	\$ (226,623)	\$ (226,623)	\$ -	0.00%	
45205 - IMRF Contribution Contra Account	\$ -	\$ -	\$ (165,116)	\$ (165,116)	\$ -	0.00%	
53015 - Worker's Comp Contra Account	\$ -	\$ -	\$ (51,538)	\$ (51,538)	\$ -	0.00%	
Grand Total	\$ 8,018,165	\$ 7,176,612	\$ 7,292,549	\$ 7,249,001	\$ 4,717,756	65.08%	

Committee Revenue Budget Report - by Account Detail
 Through July 31, 2026 (66.7% YTD)
 *2024, 2025 and 2026 Actual Fiscal Year

Department / Fund / Account Classification	2024 Actual Amount*	2025 Actual Amount*	2026 Adopted Budget	2026 Amended Budget	2026 Actual Amount*	2026 YTD% Actual/Amended Budget	2021 - 2026 Trend
690 Development	\$ 1,013,866	\$ 1,093,362	\$ 1,096,984	\$ 1,164,419	\$ 611,132	52.48%	
520 Mill Creek Special Service Area	\$ 1,013,866	\$ 1,093,362	\$ 1,096,984	\$ 1,164,419	\$ 611,132	52.48%	
Revenue	\$ 1,013,866	\$ 1,093,362	\$ 1,096,984	\$ 1,164,419	\$ 611,132	52.48%	
Interest Revenue	\$ 78,078	\$ 53,590	\$ 24,000	\$ 24,000	\$ 16,767	69.86%	
38000 - Investment Income	\$ 78,078	\$ 53,590	\$ 24,000	\$ 24,000	\$ 16,767	69.86%	
Other	\$ -	\$ -	\$ 33,950	\$ 2,451	\$ -	0.00%	
39900 - Fund Balance Utilization	\$ -	\$ -	\$ 33,950	\$ 2,451	\$ -	0.00%	
Property Taxes	\$ 935,788	\$ 1,039,772	\$ 1,039,034	\$ 1,137,968	\$ 594,365	52.23%	
30000 - Property Taxes	\$ 935,788	\$ 1,039,772	\$ 1,039,034	\$ 1,137,968	\$ 594,365	52.23%	
Grand Total	\$ 1,013,866	\$ 1,093,362	\$ 1,096,984	\$ 1,164,419	\$ 611,132	52.48%	

Committee Expense Budget Report - by Account Detail
Through July 31, 2026 (66.7% YTD, 65.37% Payroll Expense through Pay Period Ending 7/18/2026)
***2024, 2025 and 2026 Actual Fiscal Year**

Department / Fund / Account Classification	2024 Actual Amount*	2025 Actual Amount*	2026 Adopted Budget	2026 Amended Budget	2026 Actual Amount*	2026 YTD% Actual/Amended Budget	2021 - 2026 Trend
690 Development	\$ 1,669,213	\$ 893,137	\$ 1,096,984	\$ 1,164,419	\$ 408,909	35.12%	
520 Mill Creek Special Service Area	\$ 1,669,213	\$ 893,137	\$ 1,096,984	\$ 1,164,419	\$ 408,909	35.12%	
Expenses	\$ 1,669,213	\$ 893,137	\$ 1,096,984	\$ 1,164,419	\$ 408,909	35.12%	
Personnel Services- Salaries & Wages	\$ 70,704	\$ 57,571	\$ 71,566	\$ 73,713	\$ 39,440	53.50%	
40000 - Salaries and Wages	\$ 70,704	\$ 57,571	\$ 71,566	\$ 73,713	\$ 39,440	53.50%	
40003 - Cost of Living Increase	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
Personnel Services- Employee Benefits	\$ 29,287	\$ 22,735	\$ 33,162	\$ 33,466	\$ 18,317	54.73%	
45000 - Healthcare Contribution	\$ 19,178	\$ 13,946	\$ 21,074	\$ 21,074	\$ 11,538	54.75%	
45010 - Dental Contribution	\$ -	\$ 157	\$ 684	\$ 684	\$ 363	53.10%	
45100 - FICA/SS Contribution	\$ 5,403	\$ 4,303	\$ 5,480	\$ 5,644	\$ 2,796	49.54%	
45200 - IMRF Contribution	\$ 3,244	\$ 3,059	\$ 4,683	\$ 4,823	\$ 2,379	49.32%	
53010 - Workers Compensation	\$ 1,462	\$ 1,270	\$ 1,241	\$ 1,241	\$ 1,241	100.00%	
Contractual Services	\$ 1,523,660	\$ 774,175	\$ 939,327	\$ 1,004,311	\$ 318,391	31.70%	
50150 - Contractual/Consulting Services	\$ 892,683	\$ 43,353	\$ 40,200	\$ 40,200	\$ -	0.00%	
50160 - Legal Services	\$ -	\$ -	\$ 6,000	\$ 6,000	\$ -	0.00%	
50480 - Security Services	\$ -	\$ -	\$ 9,000	\$ 9,000	\$ -	0.00%	
52020 - Repairs and Maintenance- Roads	\$ 116,916	\$ 140,202	\$ 128,000	\$ 128,000	\$ 84,219	65.80%	
52120 - Repairs and Maint- Grounds	\$ 457,768	\$ 539,056	\$ 570,000	\$ 634,984	\$ 186,499	29.37%	
52180 - Building Space Rental	\$ 11,791	\$ 13,027	\$ 17,000	\$ 17,000	\$ -	0.00%	
52230 - Repairs and Maint- Vehicles	\$ 1,311	\$ 853	\$ 2,500	\$ 2,500	\$ 440	17.60%	
52250 - Intersect Lighting Services	\$ 16,102	\$ 5,395	\$ 25,000	\$ 25,000	\$ 6,841	27.36%	
53000 - Liability Insurance	\$ 2,124	\$ 2,721	\$ 2,670	\$ 2,670	\$ 2,670	100.00%	
53020 - Unemployment Claims	\$ 35	\$ 37	\$ 43	\$ 43	\$ 43	100.00%	
53060 - General Printing	\$ 104	\$ -	\$ 1,500	\$ 1,500	\$ -	0.00%	
53070 - Legal Printing	\$ -	\$ 35	\$ 500	\$ 500	\$ -	0.00%	
55000 - Miscellaneous Contractual Exp	\$ 24,826	\$ 29,496	\$ 136,914	\$ 136,914	\$ 37,679	27.52%	
Commodities	\$ 20,072	\$ 13,236	\$ 27,400	\$ 27,400	\$ 7,232	26.39%	
60000 - Office Supplies	\$ 1,835	\$ 845	\$ 3,000	\$ 3,000	\$ -	0.00%	
60010 - Operating Supplies	\$ 3,102	\$ 851	\$ 3,000	\$ 3,000	\$ 437	14.56%	
60040 - Postage	\$ 1,217	\$ -	\$ 1,500	\$ 1,500	\$ -	0.00%	
63020 - Utilities- Intersect Lighting	\$ 10,949	\$ 10,924	\$ 17,100	\$ 17,100	\$ 5,197	30.39%	
63040 - Fuel- Vehicles	\$ 1,972	\$ -	\$ 2,000	\$ 2,000	\$ 983	49.15%	
64010 - Cellular Phone	\$ 998	\$ 616	\$ 800	\$ 800	\$ 615	76.91%	
Transfers Out	\$ 25,490	\$ 25,419	\$ 25,529	\$ 25,529	\$ 25,529	100.00%	
99001 - Transfer to General Fund 001	\$ 25,490	\$ 25,419	\$ 25,529	\$ 25,529	\$ 25,529	100.00%	

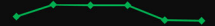
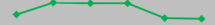
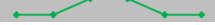
Committee Expense Budget Report - by Account Detail

Through July 31, 2026 (66.7% YTD, 65.37% Payroll Expense through Pay Period Ending 7/18/2026)

*2024, 2025 and 2026 Actual Fiscal Year

Department / Fund / Account Classification	2024 Actual Amount*	2025 Actual Amount*	2026 Adopted Budget	2026 Amended Budget	2026 Actual Amount*	2026 YTD% Actual/Amended Budget	2021 - 2026 Trend
Grand Total	\$ 1,669,213	\$ 893,137	\$ 1,096,984	\$ 1,164,419	\$ 408,909	35.12%	

Committee Revenue Budget Report - by Account Detail
Through July 31, 2026 (66.7% YTD)
*2024, 2025 and 2026 Actual Fiscal Year

Department / Fund / Account Classification	2024 Actual Amount*	2025 Actual Amount*	2026 Adopted Budget	2026 Amended Budget	2026 Actual Amount*	2026 YTD% Actual/Amended Budget	2021 - 2026 Trend
800 Other- Countywide Expenses	\$ 2,355,575	\$ 9,208,654	\$ 8,877,097	\$ 8,877,097	\$ 291,711	3.29%	
500 Capital Projects	\$ 2,355,575	\$ 9,208,654	\$ 8,877,097	\$ 8,877,097	\$ 291,711	3.29%	
Revenue	\$ 2,355,575	\$ 9,208,654	\$ 8,877,097	\$ 8,877,097	\$ 291,711	3.29%	
Other	\$ -	\$ -	\$ 7,725,873	\$ 7,725,873	\$ 500	0.01%	
38520 - General Donations	\$ -	\$ -	\$ -	\$ -	\$ 500	0.00%	
38570 - Refunds	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
39900 - Fund Balance Utilization	\$ -	\$ -	\$ 7,725,873	\$ 7,725,873	\$ -	0.00%	
Grants	\$ -	\$ 132,895	\$ 600,000	\$ 600,000	\$ -	0.00%	
33900 - Grants - Other	\$ -	\$ -	\$ 600,000	\$ 600,000	\$ -	0.00%	
33902 - Grants - State Government	\$ -	\$ 132,895	\$ -	\$ -	\$ -	0.00%	
Interest Revenue	\$ 898,179	\$ 556,091	\$ 451,224	\$ 451,224	\$ 118,572	26.28%	
38000 - Investment Income	\$ 898,179	\$ 556,091	\$ 451,224	\$ 451,224	\$ 118,572	26.28%	
Other Taxes	\$ 268,280	\$ 239,668	\$ 100,000	\$ 100,000	\$ 172,638	172.64%	
30180 - Video Gaming Tax	\$ 268,280	\$ 239,668	\$ 100,000	\$ 100,000	\$ 172,638	172.64%	
Transfers In	\$ 1,189,116	\$ 8,280,000	\$ -	\$ -	\$ -	0.00%	
39001 - Transfer from General Fund 001	\$ 867,116	\$ 8,280,000	\$ -	\$ -	\$ -	0.00%	
39120 - Transfer from Grand Victoria Casino Elgin Fund 120	\$ 250,000	\$ -	\$ -	\$ -	\$ -	0.00%	
39355 - Transfer from American Rescue Plan Fund 355	\$ 72,000	\$ -	\$ -	\$ -	\$ -	0.00%	
Grand Total	\$ 2,355,575	\$ 9,208,654	\$ 8,877,097	\$ 8,877,097	\$ 291,711	3.29%	

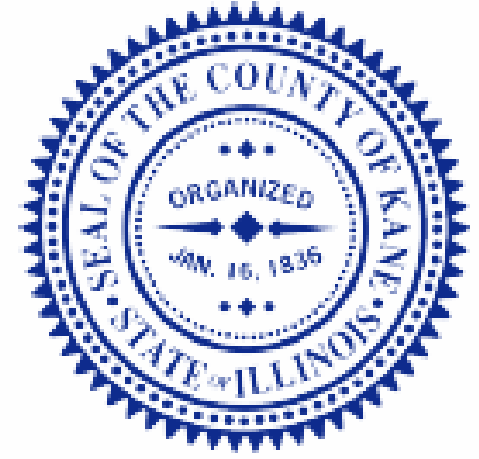
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Department / Fund / Account Classification	2024 Actual Amount*	2025 Actual Amount*	2026 Adopted Budget	2026 Amended Budget	2026 Actual Amount*	2026 YTD% Actual/Amended Budget	2021 - 2026 Trend
800 Other- Countywide Expenses	\$ 16,230,446	\$ 8,542,337	\$ 8,877,097	\$ 8,877,097	\$ 2,456,080	27.67%	
500 Capital Projects	\$ 16,230,446	\$ 8,542,337	\$ 8,877,097	\$ 8,877,097	\$ 2,456,080	27.67%	
Expenses	\$ 16,230,446	\$ 8,542,337	\$ 8,877,097	\$ 8,877,097	\$ 2,456,080	27.67%	
Contractual Services	\$ 138,110	\$ 245,701	\$ 200,000	\$ 200,000	\$ 29,594	14.80%	
50150 - Contractual/Consulting Services	\$ 138,110	\$ 245,701	\$ 200,000	\$ 200,000	\$ 29,594	14.80%	
Contingency and Other	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
89000 - Addition to Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
Capital	\$ 15,998,226	\$ 8,296,636	\$ 8,677,097	\$ 8,677,097	\$ 2,426,486	27.96%	
70000 - Computers	\$ 850,801	\$ 906,462	\$ 1,191,701	\$ 1,191,701	\$ 276,523	23.20%	
70020 - Computer Software- Capital	\$ 31,889	\$ 649	\$ 511,000	\$ 511,000	\$ 10,555	2.07%	
70070 - Automotive Equipment	\$ 248,408	\$ 158,805	\$ 165,000	\$ 165,000	\$ 161,915	98.13%	
70120 - Special Purpose Equipment	\$ 7,767,620	\$ 214,417	\$ -	\$ -	\$ 25,572	0.00%	
72010 - Building Improvements	\$ 7,099,508	\$ 7,016,302	\$ 6,809,396	\$ 6,809,396	\$ 1,951,922	28.67%	
Transfers Out	\$ 94,110	\$ -	\$ -	\$ -	\$ -	0.00%	
99355 - Transfer to American Rescue Plan Fund 355	\$ 94,110	\$ -	\$ -	\$ -	\$ -	0.00%	
Grand Total	\$ 16,230,446	\$ 8,542,337	\$ 8,877,097	\$ 8,877,097	\$ 2,456,080	27.67%	

STATE OF ILLINOIS)
COUNTY OF KANE) SS.

PRESENTATION/DISCUSSION NO. TMP-26-1021

AMASA WHITE HOUSE PLANNING



THE AMASA WHITE HOUSE ROOF UPDATE



AMASA WHITE HOUSE: ROOF STRUCTURE

Structural Concern:
The roof integrity has been
compromised; the support beams and
joists require **full reconstruction**

- Roof Structure Reconstruction Engineering Scope & Recommendations Required
- Please note that it has been eight years since the Wiss, Janney & Elstner Associates assessment of the condition of the Amasa White house (2018).



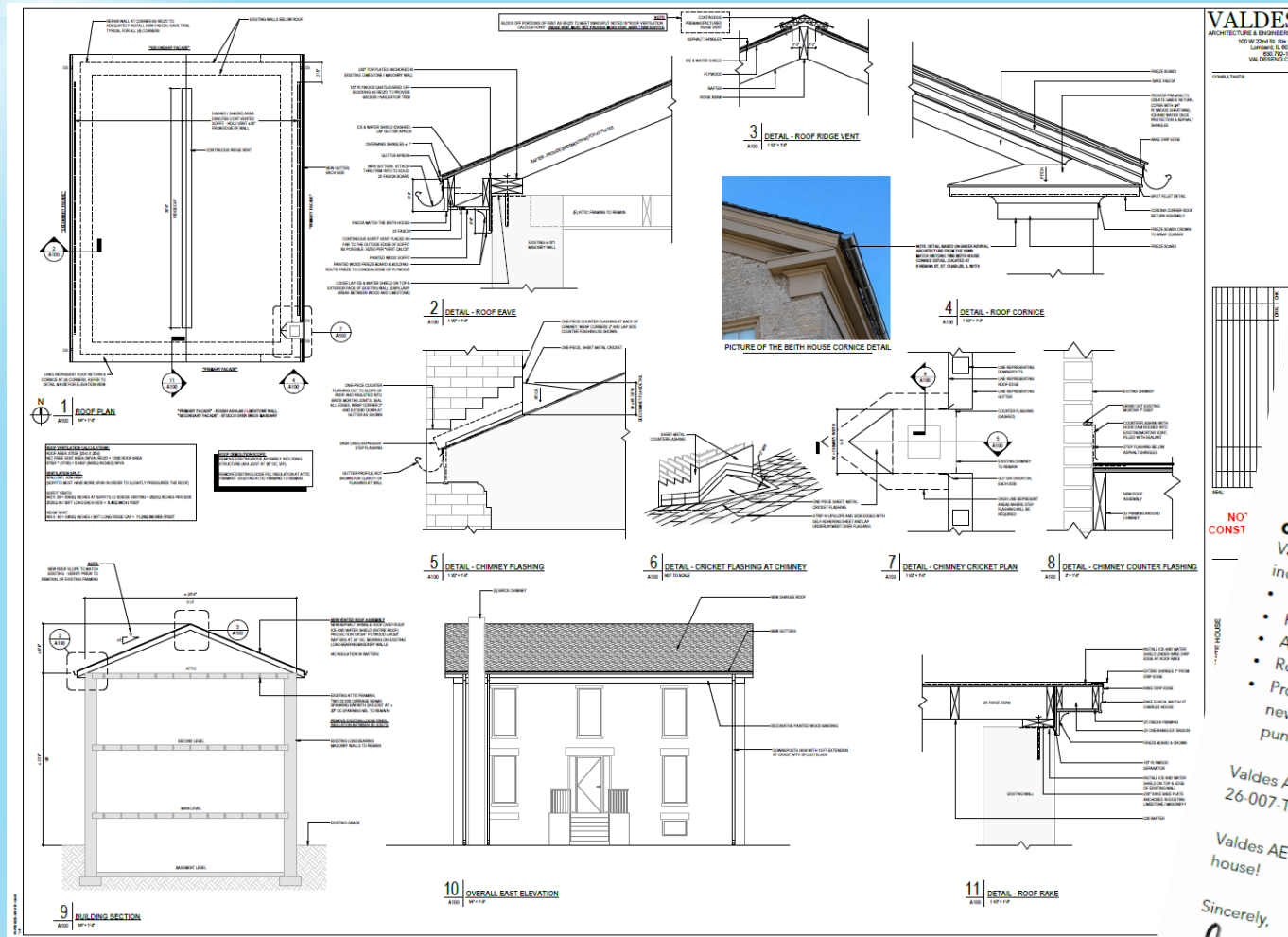
Interior Video:
February
2026

2026 Building Management History of Roof Project:

FY2026 Capital Budget: \$100,000.00 Budgeted to replace the Amasa White House Roof

- ☐ February, 2026: Obtained proposal from County-approved vendor Weatherguard to reconstruct and replace the roof, including engineering drawings for a total cost of \$145,900.00.
- ☐ April, 2026: Presented the current condition of the roof to the Kane County Historic Preservation Commission (HPC), including the need for structural reconstruction and the anticipated budget overage. At that time, the Commission expressed its preference to pursue a roof replacement project with a target cost of \$100,000.00 or less.
- ☐ May, 2026: Conducted a site visit of the Amasa White House with Valdes Engineering to initiate the development of engineering drawings and bid specifications.
- ☐ May - June, 2026: Project activities were paused pending final approval of Valdes Engineering as a County-approved architectural and engineering consultant.
- ☐ July, 2026: Valdes Architects & Engineers completed their evaluation and prepared the project recommendations, engineering drawings and bid specifications for public bidding, a total estimated cost of \$152,500.00.

"At the roof soffits, a continuous soffit vent will be installed along with a continuous ridge vent at the peak of the roof to allow natural ventilation".



VALDES
ARCHITECTURE & ENGINEERING

100 West 22nd Street | Lombard, IL 60148
630.752.1144
valdesae.com

NO
CONST

11th HOUSE

Steve Egnik

Steve Egnik, PE, RA, LEED AP
Vice President-Buildings
Valdes Architecture & Engineering

VALDES
ARCHITECTURE & ENGINEERING

100 West 22nd Street | Lombard, IL 60148

CONSTRUCTION COST OPINION

Valdes AE's construction cost opinion for the roof structure and roof membrane replacement is \$120,000. Valdes AE also recommends a 20% construction contingency (\$24,000) be included in the budget for the project.

Please note that since Valdes AE has no control over the cost of labor, material, equipment, or over the contractor's method of determining prices, or over the competitive bidding or market conditions at the time of bid, this statement of probable construction cost is based on industry practice, professional experience and qualifications, and represents Valdes AE's judgment. However, Valdes AE cannot and does not guarantee that the proposals, bids, or the construction cost will not vary from opinions of probable cost prepared by us.

CONSTRUCTION ADMINISTRATION SERVICES

- Valdes AE proposes to provide construction administration services for the project. Specific services include:
- Provide responses to contractor RFIs during bidding & construction (6 hours)
 - Review received contractor bids (4 hours)
 - Attend construction meetings (virtually or in person) (10 hours)
 - Review contractor submittals (8 hours)
 - Provide three site visits during construction. Two site visits will occur during the installation of the new roof structure and roofing material, and one will occur at substantial completion to generate a punch list (12 hours)

Valdes AE fee for the above-described services is \$8,500 to be executed according to Contract Number 26-007-TK.

Valdes AE looks forward to the successful construction completion of the new roof at the Amasa White house!

Sincerely,

Steve Egnik

Steve Egnik, PE, RA, LEED AP
Vice President-Buildings
Valdes Architecture & Engineering

VALDES BUDGET TO RECONSTRUCT AMASA WHITE HOUSE ROOF

Construction:	\$120,000.00
Contingency Allowance:	\$24,000.00
Construction Administration:	\$8,500.00
Total:	\$152,500.00*
FY2026 Capital Budget for Roof	\$100,000.00
Budget Deficit:	\$52,500.00

*Does not include initial drawings, specifications & recommendations fee of \$12,900.00

NEXT STEPS

Amasa White House: Key Points for Consideration

Action is required to stabilize the structure before further deterioration occurs

- Particularly addressing interior demolition and environmental conditions that are actively compromising

A phased restoration strategy is the most responsible and cost-effective path forward and the root causes should be addressed first before investing in full roof reconstruction:

- Ventilation
- Interior Conditions
- Structural Stabilization

Protecting the roof investment depends upon resolving ventilation deficiencies upfront:

- Preventing premature failure and safeguarding the integrity of sensitive materials and design

Committing to prepare a phased restoration or Mothballing plan provides a critical foundation for responsible stewardship, ensuring all future restoration decisions support the long-term wellness of this historic property

SUGGESTIONS: PHASED RESTORATION PLAN OR MOTHBALLING PLAN

Common Building-Science Reasons Why Installing a New Roof on an Unventilated House Can be Risky:

1. Heat buildup under the roof Without proper attic or roof ventilation, heat gets trapped beneath the roofing materials.

- This can **bake the shingles from underneath**, shortening their lifespan.

- In summer, attic temps can exceed 150°F, stressing the roof deck and insulation.

2. Moisture accumulation & condensation Warm indoor air tends to move upward. In an unventilated space, that moisture can't escape.

- Moisture condenses on the underside of the roof deck.

- Over time this can cause **mold, mildew, and rot**, weakening the structure.

3. Ice dams in cold climates Poor ventilation causes uneven roof temperatures.

- Snow melts on the warm upper roof.

- Water refreezes at the colder eaves, creating **ice dams**, which can push water under shingles and into the house.

4. Insulation performance drops Without airflow, insulation can stay damp.

- Damp insulation loses effectiveness.

- This makes the home less energy-efficient and raises heating/cooling costs.

5. Manufacturer warranties may be voided Many roofing material warranties **require proper ventilation**.

A new roof on an unventilated house may:

- Fail prematurely, and

- Not be covered under warranty.

6. Code compliance issues Building codes often require minimum ventilation ratios (e.g., 1:150 or 1:300 net free vent area).

Replacing a roof without addressing ventilation can put the home out of compliance during inspection.

Proposed Phased Restoration Plan Presented to HPC in February, 2026

•Comprehensive Proposal from Valdes Architecture & Engineering:

A phased restoration approach has been developed to address critical building needs with the assistance of Vinci Hamp, a Chicago-based historic preservation firm.

•Scope of Work Includes:

- Exterior Envelope/Foundation Stabilization
- Review of existing foundations & exterior stone wall construction & tuckpointing
- Review and make suggestions for windows & doors
- Window and door repair or replacement
- Roof structure reconstruction & replacement
- Interior structure
- Mechanicals
- Utilities

•Strategic Approach:

Recommendations in phases to prioritize building stabilization, address root causes, and protect long-term investment

•Objective:

Restore the structure economically and safely while preserving integrity and preventing future deterioration

Proposal Quote: \$36,500.00





AMASA WHITE HOUSE MOTHBALLING APPROACH CONSIDERATION:

“Mothballing a building is the process of temporarily closing and securing a building while maintaining essential systems to prevent deterioration, allowing it to be safely reactivated in the future”.

Mothballing a building involves taking measures to protect the structure and its systems from deterioration during a period of inactivity. This may include shutting off utilities, **controlling climate or humidity**, **sealing openings**, performing routine inspections, and implementing security measures.

The goal is to prevent damage from weather, pests, mold, or vandalism so that the building can be reopened or repurposed in the future without significant renovations.

Proposal Quote for Mothballing Plan &
Cost Estimate from Valdes: **\$32,400.00**
Cost of Mothballing: T/B/D



Questions & Answers

STATE OF ILLINOIS)
COUNTY OF KANE) SS.

PRESENTATION/DISCUSSION NO. TMP-26-1022

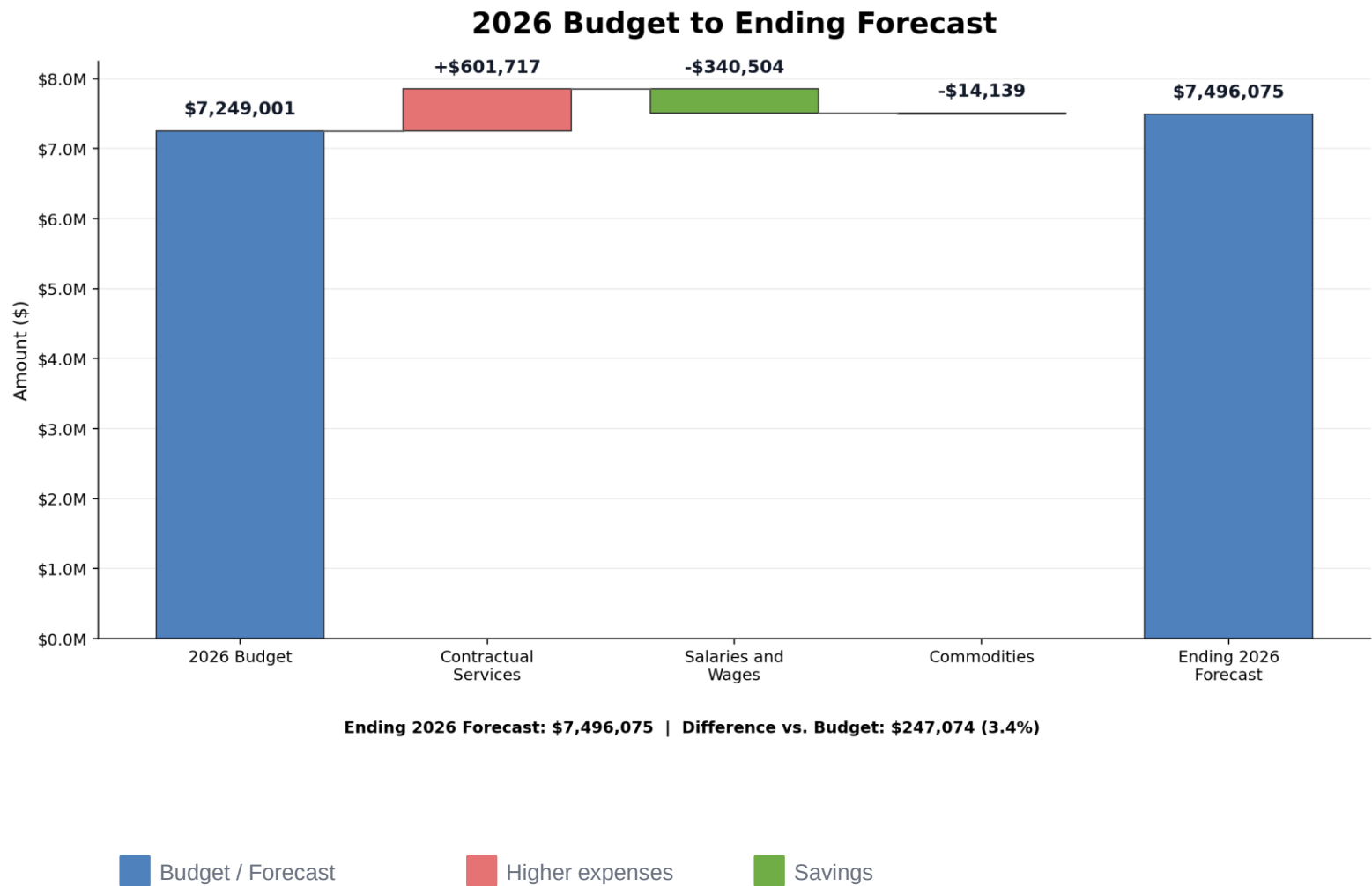
BUILDING MANAGEMENT FINANCIALS

2026 Budget to 2026 Ending Forecast

+\$247K 3.4% over budget

Forecast is 3.4% above budget, driven by higher than expected building system failures and partially offset by reduced janitorial supplies, lower overtime, hiring freezes and commodity savings.

\$7.5M forecast vs. \$7.2M budget



Mitigation plan

- Efficient overtime management
- Defer additional non-critical repair work until the new fiscal year
- Initiate winter season preventative maintenance
- Postpone all unplanned road and parking lot maintenance

Key Risks to Monitor

- Outcome of union negotiations
- Unplanned failures of critical building systems
- Impact of extreme temperatures

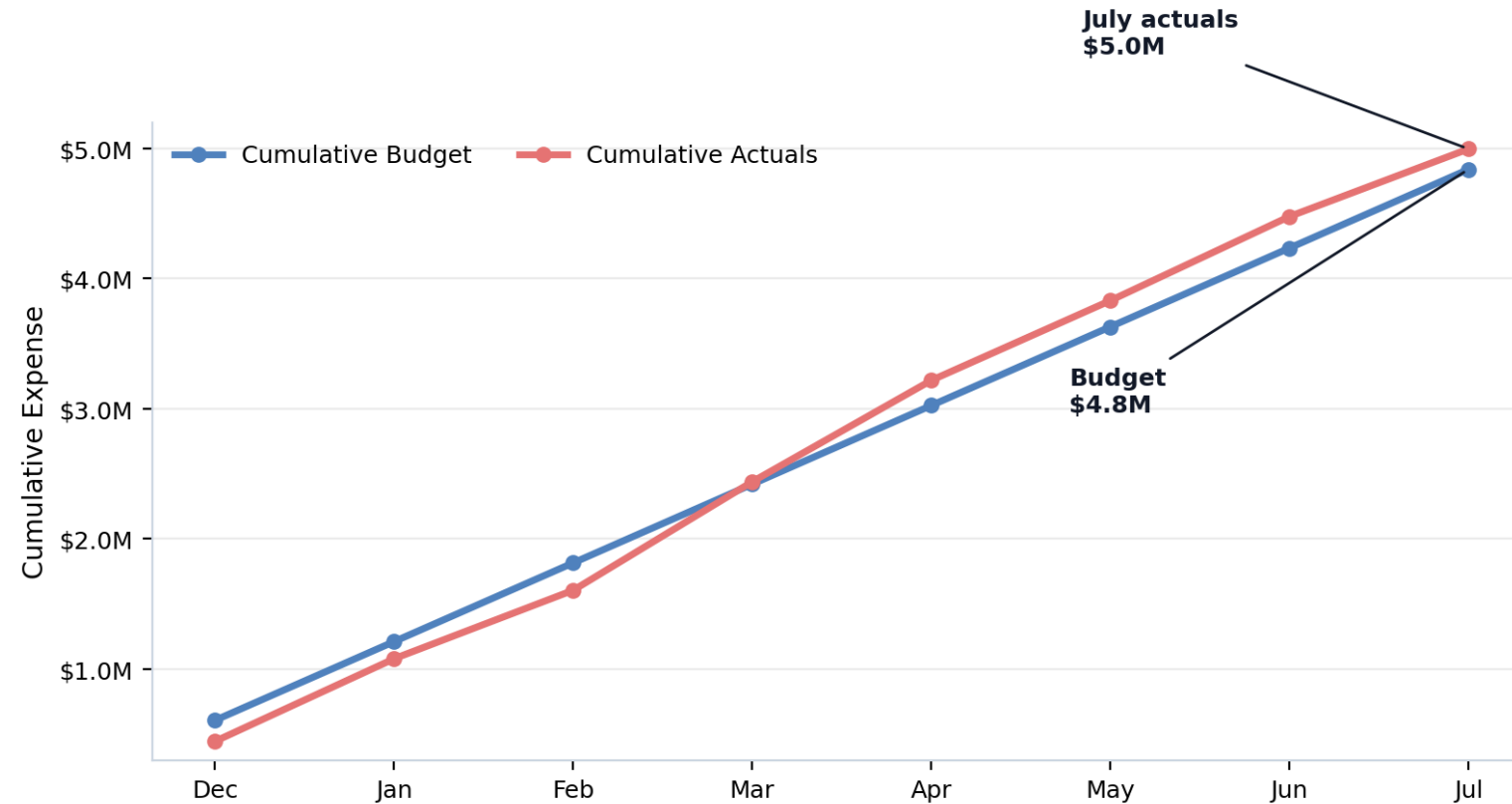
Building Management Focus: keep the forecast variance contained while preserving winter-readiness and critical system reliability.

2026 Cumulative Budget vs. Actuals

+\$157K 3.2% over budget

Through July, actuals remain above cumulative plan; recent monthly performance is slowing the growth of the gap.

\$4.9M actuals vs. \$4.8M budget



Key Messages

- Cumulative spend crossed above plan in March and remained above through July.
- The spring peak created most of the variance; July closed below monthly budget and reduced pressure on the run rate.
- Continue tight review of discretionary repairs, overtime, and contract activity while protecting critical building needs.
- Labor outcomes and weather-driven system demands remain the main watch items for the next reporting cycle.

Outlook: The cumulative variance is not guaranteed, but manageable if peak spending does not recur and controls hold through winter preparation.

Passed by the Kane County Board on September 8, 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 a Contract Extension for Kane County Generator Maintenance Services for the Building Management Department with Midwest Power Industry Incorporated (BID#23-046)

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:

This resolution authorizes the second one year contract extension with Midwest Power Industry, Inc. for generator maintenance services for the Kane County Building Management Department on a preventative maintenance and project by project basis in the not to exceed amount of \$200,000 per fiscal year.

COUNTY OF KANE)

AUTHORIZATION OF A CONTRACT FOR KANE COUNTY GENERATOR MAINTENANCE SERVICES

WHEREAS, bids have been solicited for the 2023 Kane County Generator Maintenance Services Bid (BID #23-046) for facilities maintained by Building Management throughout the County of Kane. A total of seven (7) bids were received by the July 27, 2023 at 2:30 p.m. deadline; and

WHEREAS, Building Management outsources all Generator Maintenance Services which cannot be performed in-house by County staff; and

WHEREAS, the contracts cover Generator Maintenance Services at Kane County Government facilities, and Building Management anticipates service and project needs up to Two Hundred Thousand Dollars (\$200,000) per fiscal year; and

WHEREAS, the responsive and responsible bidder for Generator Maintenance Services is Midwest Power Incorporated of Ringwood, IL; and

WHEREAS, Midwest Power Incorporated will be used on a preventative maintenance and project by project basis; and

WHEREAS, this will be a two (2) year contract, which will begin on the date of contract execution by the County Board and will have three (3) one (1) year extensions, if mutually agreed upon and the Kane County Board approves. Kane County reserves the right to change the commencement and/or end of the contract periods; and

WHEREAS, accordingly, appropriate funds have been budgeted for the FY2023, Building Managements budget; and

WHEREAS, the Contracts call 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 contracts with Midwest Power Incorporated at 4833 Prime Parkway, McHenry, IL 60050 for Generator Maintenance Services on a preventative maintenance and project by project basis for an approved two (2) year term in an amount not to exceed Two Hundred Thousand Dollars (\$200,000) per fiscal year.

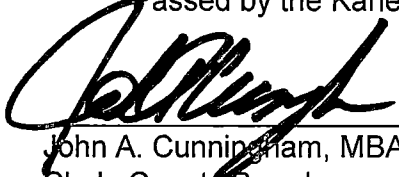
Line Item Description: Various Budgeted Line Items - Contractual

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes

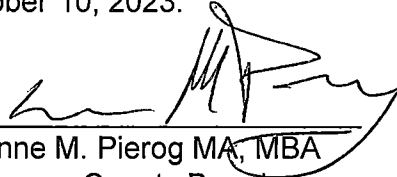
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

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 October 10, 2023.



John A. Cunningham, MBA, J.D.
Clerk, County Board
Kane County, Illinois



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

Vote:

PASSED

23-398

Kane County Solicitation Tabulation
Solicitation Number 23-046
Generator Maintenance Services

Vendor	BID PRICES	
	TOTAL ANNUAL COST	GRAND TOTAL COST FOR 2-YEAR TERM
Midwest Power Incorporated, Ringwood, IL	\$12,205.00	\$24,410.00
Illini Power a Genserv Company, Carol Stream, IL	\$14,919.00	\$29,838.00
Industrial Engine Company, Harvard, IL	\$16,275.00	\$32,550.00
Interstate Power Systems, Carol Stream, IL	\$16,988.75	\$33,977.50
Rush Power Systems, Belvidere, IL	\$19,850.00	\$39,700.00
LionHeart Critical Power Specialists, Huntley, IL	\$23,885.00	\$47,770.00
Alta Equipment Company, South Elgin, IL	\$25,353.00	\$50,706.00

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



August 3, 2023

PROCUREMENT SYNOPSIS

Requesting Department:	Building Management Department
Procurement Name:	Bid 23-046 Generator Maintenance Services
Recommended Vendor:	Midwest Power Incorporated, Ringwood, IL
Amount of Award:	\$24,410.00

NOTIFICATION AND RESPONSE

Public Notices: Bidnet Direct and The Daily Herald

Advertising Date:	July 6, 2023	Notices sent/Plan Holders: 21/1
Bid Due Date:	July 27, 2023	Bids Received: 7

PURPOSE

This bid is seeking services from a qualified and licensed Contractor to provide comprehensive preventive maintenance services (PM) for backup power generators located at various County facilities. This is an all-inclusive service program for the Kane County Building Management Department. This service contract is for two (2) year term which will begin on the date of contract execution by the Kane County Board and will have three (3) possible (1) year renewal periods if mutually agreed upon by both parties.

Kane County Building Management Department evaluated and compared all bids per specifications and contract requirements and determined that Midwest Power Incorporated of Ringwood, IL was the lowest responsive, responsible bidder for the work to be performed.

Vendor	BID PRICES	
	TOTAL ANNUAL COST	GRAND TOTAL COST FOR 2-YEAR TERM
Midwest Power Incorporated, Ringwood, IL	\$12,205.00	\$24,410.00
Illini Power a Genserv Company, Carol Stream, IL	\$14,919.00	\$29,838.00
Industrial Engine Company, Harvard, IL	\$16,275.00	\$32,550.00
Interstate Power Systems, Carol Stream, IL	\$16,988.75	\$33,977.50
Rush Power Systems, Belvidere, IL	\$19,850.00	\$39,700.00
LionHeart Critical Power Specialists, Huntley, IL	\$23,885.00	\$47,770.00
Alta Equipment Company, South Elgin, IL	\$25,353.00	\$50,706.00

Based on cost, experience, and bid compliance, the Building Management Department recommends awarding the contract for the countywide generator preventive maintenance service program to Midwest Power Incorporated of Ringwood, IL pending committee and full Kane County Board's approval.

Submitted By:
Tony Sperkowski
Buyer III
Kane County Purchasing Department

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

Karin Kietzman, 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: 23-046 GENERATOR MAINTENANCE SERVICES

DATE: July 6, 2023

The County of Kane is accepting competitive sealed bids from qualified and licensed Contractor(s) to provide comprehensive preventive maintenance services (PM) for the County's back-up power generators. This is an all-inclusive service program for the Kane County Building Management Department.

SUBMITTAL REQUIREMENTS: This bid must be submitted electronically through <https://www.bidnetdirect.com/illinois/kanecounty>

- Signed Offer to Contract Form
- References
- Certificate of Insurance
- Contractor Disclosure Statement/Vendor Certification (upon award)
- Familial Disclosure Statement (upon award)
- Prevailing Wage Required

SUBMISSION LOCATION:

County of Kane
Kane County Government Center
Purchasing Department
719 S. Batavia Ave., Bldg. A, Rooms 211, 212 or 214
Geneva, Illinois 60134
8:30 a.m.-4:30 p.m. CST, Monday-Friday

SUBMISSION DATE & TIME:

July 20, 2023 at 2:30 p.m. CST
Bids received after the submittal time will be rejected and returned unopened to the sender.

CONTACT PERSON:

Tony Sperkowski
purchasing@co.kane.il.us

DISCLAIMER: TO THE EXTENT THAT YOU HAVE OBTAINED THESE BID DOCUMENTS FROM A SOURCE OTHER THAN BID NET 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](https://www.bidnetdirect.com/illinois/kanecounty)

ALL QUESTIONS 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, JULY 13, 2023 AT 4:00 P.M.**, FAX AND E-MAIL ACCEPTED. FAX to (630) 208-5107 or E-mail: PURCHASING@CO.KANE.IL.US

**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 Bidnet Direct until the date and time specified at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the County of Kane Purchasing Department. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.
5. **ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The County of Kane reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or accept an alternate bid. The County reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the County, the County has 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.

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

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. 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 information on this program can be located on the County's Web site under Vendor Information on the Finance Department page.

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.

10. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
11. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
12. **TAXES.** Kane County is not subject to Federal Excise Tax. Per certification provided by the State of Illinois Department of Revenue, Kane County is exempt from state and local taxes.
13. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number referenced.
14. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.
15. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency 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.

17. **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.

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 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.

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 Vendor's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Vendor promptly after rejection.

20. **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.

21. 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.

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 (if applicable)

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.

24. **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.
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'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.

27. CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:

- a) The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.
- b) Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Or – Combined Single Limit	\$1,000,000

- i) Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.
- c) Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of not less than the following:

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

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

Aggregate Limits	\$5,000,000
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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.

28. CONTRACTOR DISCLOSURE

- A. Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit. Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval. For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors' corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.
- B. All contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:
 - (a) Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement;
 - (b) Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.
 - (c) Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised. Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph (a) above.

- (d) A statement under oath that the applicant has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.
- C. All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.
- D. Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.
- E. Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. COMPLAINT AND DISPUTE RESOLUTIONS:

The vendor and/or his supervision 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.

35. BID DEPOSIT (ELECTRONIC)

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 Thousand Dollars (\$5,000.00) or 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.

36. EXECUTION OF A PERFORMANCE BOND, PAYMENT BOND & LABOR AND MATERIALS BOND

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.

37. 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.

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 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

39. 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 acknowledges 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 college 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.

SCOPE OF WORK For GENERATOR MAINTENANCE SERVICES

I. OVERVIEW:

The County of Kane is accepting competitive sealed bids from qualified and licensed Contractor(s) to provide comprehensive preventive maintenance service for the County's back-up power generators. This is an all-inclusive service program for the Kane County Building Management Department.

II. INTENT OF SPECIFICATIONS:

The specifications listed below are seeking to identify and retain a qualified and experienced Contractor for the purpose of establishing a service contract to provide a complete preventive maintenance service program for the County's back-up power generators. This is an all-inclusive service program for the Kane County Building Management Department.

III. SCOPE OF WORK:

The following specifications and requirements specified herein are considered the minimum requirements and responsibilities including but not limited to the availability of technician, equipment replacement parts and accessories, experience and other resources and capacity to successfully perform the required services.

The scope of services and requirements as listed below are for evaluation and comparison purpose only, and to assist the County in making an informed decision for selection of the most responsive, responsible Contractor to service the County's back-up power generators as specified and including the following:

A. STANDARD SERVICE REQUIREMENTS

1. The Contractors shall provide a comprehensive (PM) service program based on the manufacturer standard maintenance requirement for all County's back-up power generators per specifications. The system (PM) log book or service reports shall be made available upon request.

2. Standard (PM) service program shall include but not limited to the following requirements ensuring safe and reliable operation meeting manufacturer's regulations and compliance for safety measures.

- General Inspection
- Lubrication Service
- Cooling System Service
- Fuel System Service
- Air Intake Service
- Servicing, Testing Starting Batteries and ATS systems/switch
- Regular Generator Engine Exercise
- Load Bank Testing (as-needed per manufacturers recommendation)
- Lab analysis on oil, coolant, and fuel sample
- Verifying control panel indicator and reading for optimal performance

3. The Contractors are encouraged to submit or tailored comprehensive (PM) service program that meets or exceeds the above listed standard requirements and shall list their service recommendation and offer, if different.
4. The County will review and evaluate alternates/options of comprehensive service program proposed by the Vendor that meet or exceed manufacturer recommendation and/or which will result in cost saving, optimal service and performance, and other value added services.
5. Contractor shall provide a sample of their service ticket and billing process.
6. Contractor shall provide the following contact information.
 - Customer Service/General Contact Information
 - Service or account representative assigned to the County
 - Billing & Invoicing questions
 - Operation or Supervisor
 - 24-hour answering service

B. SCOPE OF SERVICES

The Contractor is required to coordinate and schedule all planned services and report of any recommended repairs to the County's building supervisor or a representative (TBA) per each location.

1. GENERAL INSPECTION SERVICE

Frequency of Services Required – Twice a Year

- A. Thorough visual inspection of the following systems:
 - Fuel System
 - Cooling System
 - Lubrication System
 - Starting System including batteries, ATS systems/switch
 - Air Induction System
 - Engine Monitors and Safety Controls
- B. Perform operational testing and record all data.
- C. Provide inspection reports with recommendations for needed repairs, upgrade or part replacement.

2. GENERAL MAINTENANCE SERVICE

Frequency of Services Required – Once a Year

- A. Replace and dispose of lube oil and filters.
- B. Replace and dispose of fuel filters.
- C. Perform a comprehensive inspection of the control panel and calibrate gauges, and ATS switch if necessary.
- D. Inspect turbochargers and monitor the intake and exhaust valves for adjustments.
- E. Inspect alternator assembly.

- F. Perform laboratory analysis on oil, coolant and fuel samples.
- G. Perform a Generator Load Bank Test – Minimum two hour 100% load rating. The Load Bank Test is on an as-needed basis.

C. LOCATIONS & EQUIPMENT LIST

LOCATION NUMBER/DEPARTMENT		GENERATOR/EQUIPMENT - UNIT NUMBER
1	Kane County Government Center 719 S. Batavia Ave. Bldg. A, B, C & (E) Geneva, IL 60134.	Unit #1 – Katolight (Bldg. B – Info Technology Dept.) Engine: Volvo Penta Engine M/N:TAD 1630GE Engine S/N: 2160035629 Generator M/N: WA522224 60604 ATS-GE/Zenith
	<i>(Building E – might be moving to a new location (TBA), on or about spring of 2024). Additional charges and services to be added upon request.</i>	Unit #2 – Kohler (Bldg. C&E) Engine: Detroit Diesel Engine M/N: 06R1023561 Engine S/N: 2248592 Generator M/N: 450REOZDD
		Unit #3 – Kohler (Bldg. A) Genset Model: 500REOZJ Spec Number: GM76157-GA2 Serial Number: 33GKGMHP0002 Material: 500REOZJ-CP1
2	Kane County Multi Use Building 37W699 IL RT 38 St. Charles, IL 60175	Unit #4 – Generac Generator S/N: 3006232593 Generator M/N: SD230 / SD0230GG178.7D18HPSY3
3	Kane County Judicial Center 37W777 Rt. 38 St. Charles, IL 60175	Unit #5 - Kohler Engine M/N: 500R0ZD71 Engine S/N: 293469 ATS-(2) Kohler
4	Kane County Adult Correction Facility at 37W755 Rt. 38 St. Charles, IL 60175	Unit #6 - Caterpillar Engine M/N: GS338 Engine S/N: G7A01574 ATS-(3) Asco/Fire Pump
5	Kane County Juvenile Justice Center at 37W755 Rt. 38 St. Charles, IL 60175	Unit #7 - Spectrum Generator M/N: 250DS60 191236-71Ast. Generator S/N: 378948 ATS-Spectrum
6	Kane County Division of Transportation at 41W011 Burlington Rd. St. Charles, IL 60175	Unit #8 (KDOT Gen #1) – 2022 Generac Complex Generator 80-150 KW Model: SG150 S/N: 301377593

		Unit #9 (KDOT Gen #2) – 2022 Generac Complex Generator 80-150 KW Model: SG150 S/N: 3012387368
		Unit #10 (KDOT Gen #3) –2015 Kohler 100REZGD S/N: SGM32DNN8
	Kane County Circuit Clerk's Office and Branch Court at 540 S. Randall Rd., St. Charles, IL 60175	Unit #11 (Circuit Gen #1) - Katolight Engine: John Deere Engine M/N:125L Engine S/N: RG6125H031807 Generator M/N: D300FRJ4 Generator S/N: WA53569586696-0103 ATS-GE/Zenith
		Unit #12 (Circuit Gen #2) – Generac Engine: BECO Engine M/N: F4GE9485A Engine S/N: J600-0789507 Generator M/N: 12600800100 Generator S/N: 2108551
8	Kane County Health Department at 1240 N. Highland Ave., Aurora, IL 60506	Unit #13 – Briggs & Stratton Engine: Briggs & Stratton Engine M/N:1BSXS.6272HW Engine S/N: 274869 Generator M/N: 01815 Generator S/N: 1011580990

IV. SPECIAL CONDITONS

A. CONTRACT

This service contract shall be for a two (2) year term which will begin on the date of contract execution by the Kane County Board and will have three (3) possible (1) year renewal periods if mutually agreed upon by both parties. The pricing (All-Inclusive) shall remain firm for the term of the contract. Kane County reserves the right to renegotiate the scope of work to meet its budgetary demands and the right to add additional services if mutually agreed upon by both parties.

B. BID PRICING:

Pricing shall be all-inclusive for the specified preventive maintenance service program. 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 comprehensive (PM) services to all

County's power generators unless specified directly on the Offer to Contract Form or with a prior approval by the County Project's Coordinator.

Kane County will not pay for any unauthorized or cost increase for any services to generators listed after awarded of contract. Vendor must notify the County or its supervisor and/or the Purchasing Department of any changes, and recommended repairs/services required, that are not covered under the service contract. All additional or recommended repairs must be approved before the start of work.

The Vendors shall make Kane County aware of all programs (e.g., manufacturer incentives, warranty, alternate service program, supply items, etc.) that can be offered to the County for an additional cost savings. All authorized repair/service on an as-needs basis shall be billed separately.

C. 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 services if it is in the best interest of the County to do so and to compare or accept pricing of all known cooperative 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. The County does not guarantee purchase or service quantities.

D. SITE-VISIT

There is no site visit or Vendor's conference scheduled, however bidders may visit the site on their own and can arrange by contacting Brent Braski of Kane County Building Management Department at (815)208-5175. ***All questions are required to be submitted to the Purchasing Department in writing via fax or e-mail prior to the deadline.***

E. RESPONSE INSTRUCTIONS:

Offer to Contract Form

Vendors are required to use the Offer to Contract Form to submit a response. This form must be signed and the bond must be included along with required references.

One (1) original bid response with all the required submittal documents must be submitted electronically to <https://www.bidnetdirect.com/illinois/kanecounty> and one (1) redacted copy marked as "**Redacted Copy**" (if applicable) to comply with the Illinois Freedom of Information Act. Please upload your complete bid response through Bidnet Direct prior to the due date and time.

Your bid response must be submitted prior to the deadline of **July 20, 2023 at 2:30 p.m. CST** to:

County of Kane

Purchasing Department
719 South Batavia Avenue, Bldg. A
Rooms 211, 212 or 214
Geneva, IL 60134
8:30 a.m.-4:30 p.m. CST, Monday-Friday

BIDS MUST BE SUBMITTED ELECTRONICALLY AT
[HTTPS://WWW.BIDNETDIRECT.COM/ILLINOIS/KANECOUNTY](https://www.bidnetdirect.com/illinois/kanecounty)

**KANE COUNTY
OFFER TO CONTRACT FORM
BID 23-046
GENERATOR MAINTENANCE SERVICES**

Bid Due Date & Time: July 20, 2023 at 2:30 p.m. CST

To: County of Kane Purchasing Department
Kane County Government Center
Bldg. 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: _____

- 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. _____, 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.

III. BID PRICES:

Understanding the specifications of all power generators and specified scope of services and requirements, our all-inclusive cost for the comprehensive preventive maintenance service program for the Kane County generators are as follows:

LOCATION NUMBER/DEPARTMENT		GENERATOR/EQUIPMENT - UNIT NUMBER	TOTAL ANNUAL COST
1	Kane County Government Center 719 S. Batavia Ave. Bldg. A, B, C & (E) Geneva, IL 60134. <i>(Building E – might be moving to a new location (TBA), on or about spring of 2024). Additional charges and services to be added upon request.</i>	Unit #1 – Katolight (Bldg. B – Info Technology Dept.) Engine: Volvo Penta Engine M/N: TAD 1630GE Engine S/N: 2160035629 Generator M/N: WA522224 60604 ATS-GE/Zenith	\$: _____
		Unit #2 – Kohler (Bldg. C&E) Engine: Detroit Diesel Engine M/N: 06R1023561 Engine S/N: 2248592 Generator M/N: 450REOZDD	\$: _____
		Unit #3 – Kohler (Bldg. A) Genset Model: 500REOZJ Spec Number: GM76157-GA2 Serial Number: 33GKGMHP0002 Material: 500REOZJ-CP1	\$: _____
2	Kane County Multi Use Building 37W699 IL RT 38 St. Charles, IL 60175	Unit #4 – Generac Generator S/N: 3006232593 Generator M/N: SD230 / SD0230GG178.7D18HPSY3	\$: _____
3	Kane County Judicial Center 37W777 Rt. 38 St. Charles, IL 60175	Unit #5 - Kohler Engine M/N: 500R0ZD71 Engine S/N: 293469 ATS-(2) Kohler	\$: _____
4	Kane County Adult Correction Facility at 37W755 Rt. 38 St. Charles, IL 60175	Unit #6 - Caterpillar Engine M/N: GS338 Engine S/N: G7A01574 ATS-(3) Asco/Fire Pump	\$: _____
5	Kane County Juvenile Justice Center at 37W755 Rt. 38 St. Charles, IL 60175	Unit #7 - Spectrum Generator M/N: 250DS60 191236- 71ASt. Generator S/N: 378948 ATS-Spectrum	\$: _____
6	Kane County Division of Transportation at 41W011 Burlington Rd. St. Charles, IL 60175	Unit #8 (KDOT Gen #1) 2022 Generac Complex Generator 80-150KW MODEL:SG150 S/N:301377593	\$: _____
		Unit #9 (KDOT Gen #2) 2022 Generac Complex Generator 80-150KW MODEL:SG150 S/N:3012387368	\$: _____

		Unit #10 (KDOT Gen #3) 2015 KOHLER MODEL - 100REZGD SERIAL NUMBER - SGM32DNN8	\$: _____
7	Kane County Circuit Clerk's Office and Branch Court at 540 S. Randall Rd., St. Charles, IL 60175	Unit #11 (Circuit Gen #1) - Katolight Engine: John Deere Engine M/N: 125L Engine S/N: RG6125H031807 Generator M/N: D300FRJ4 Generator S/N: WA53569586696-0103 ATS-GE/Zenith	\$: _____
		Unit #12 (Circuit Gen #2) – Generac Engine: BECO Engine M/N: F4GE9485A Engine S/N: J600-0789507 Generator M/N: 12600800100 Generator S/N: 2108551	\$: _____
8	Kane County Health Department at 1240 N. Highland Ave., Aurora, IL 60506	Unit #13 – Briggs & Stratton Engine: Briggs & Stratton Engine M/N: 1BSXS.6272HW Engine S/N: 274869 Generator M/N: 01815 Generator S/N: 1011580990	\$: _____

A. UNIT COST:

Part Discount Percentage (Contract Term): _____%

Part Mark-Up Percentage (Contract Term): _____%

If additional work or emergency repair service is needed outside of this general maintenance agreement, please list below additional billing rates.

Labor Rate Mon-Fri 8 AM – 4 PM: \$ _____/hour

Weekend/After Hours Rate: \$ _____/hour

Holiday Rate: \$ _____/hour

Travel Rate: \$ _____/hour

The Vendors shall provide service response time after initial contact for an additional work or emergency service repair:

A. Service repair non-critical: within _____ hours.

B. Critical service repair: within _____ hours.

B. OPTION YEAR:

The Vendors shall indicate if cost can be held firm for Year (3): Yes / No, Year (4): Yes / No, Year (5): Yes / No.

If no, please indicates maximum cost increase for year 3 to 5: ____%, ____%, ____%

Bid Prices:

The pricing and above unit cost shall remain firm for the term of the contract. Any additional recommended services for existing or new generators not covered under this agreement shall be approved before work begins.

In additions to cost as specified per scope of service and as listed in the Offer to Contract Form, Vendors are allowed to provide an additional detailed pricing matrix or line item pricing for each generator (i.e., cost for oil change with inspection, inspection only, fuel analysis, oil analysis, coolant analysis, 2 hours load bank test, control panel, fuel system, operation test, starting system, switches, air induction/exhaust system, and any others recommended service) and submit as an exhibit to the Offer to Contract Form and if approved the cost matrix will be included as part of the service contract. The line item pricing sheet can be based on Vendor's own quote format or form and shall cover all specified services.

Vendors shall sign, date, and attached their line item pricing sheet to the Offer to Contract Form.

ADDITIONAL COMMENT:

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 MUST SIGN THIS SECTION.**

Signature _____ Typed Signature _____
Company _____
Address/City/State _____
Phone # _____ Fax # _____ E-mail _____
Federal I.D./Social Security # _____ Date _____

ACCEPTANCE

The Offer is hereby accepted for the described Generator Maintenance 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.

This contract shall henceforth be referred to as Contract Number 23-046. 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
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) | ☐ Veteran-owned Business Enterprise (VBE) |
| ☐ Woman-owned Business (WBE) | ☐ Service-Disabled Veteran-owned Business Enterprise (SDVBE) |
| ☐ Business Enterprise Program (BEP) | ☐ Veteran-owned Small Business (VOSB) |
| ☐ Small Disadvantaged Business (SDB) | ☐ Persons with Disabilities-owned Business Enterprises (PDBE) |
| ☐ Kane County Local Business | ☐ N/A – These categories do not apply to my business |

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

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 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 _____ Signature _____

Company _____

Address _____

Phone# _____ Fax # _____

Federal I.D./Social Security# _____ Date _____

JOINT PURCHASING AGREEMENT

Illinois revised statutes, 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 Statutes, 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 as 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.

REFERENCES
GENERATOR MAINTENANCE 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: _____

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: _____

BID SUBMITTAL CHECK LIST

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

_____: SIGNED BID OFFER TO CONTRACT FORM with all supporting documents (pages 28-37).

_____: VENDORS DISCLOSURE STATEMENT (See attached sample, a mandatory submittal if award of contract)

_____: VENDORS FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT
(See attached sample, a 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 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 contract)

_____: REFERENCES & CONTACT INFORMATION

_____: ONE (1) ORIGINAL BID, MUST BE SUBMITTED ELECTRONICALLY THROUGH BIDNET DIRECT.

Vendor/Agency: _____

Address/City/State: _____

Phone # _____ Fax # _____



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 50%
456 Second Street
Geneva, IL 60134

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

Officer
Title

Date

Subscribed and Sworn this _____ day of _____, 2023

Notary Public



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
Title

Date

Subscribed and Sworn this _____ day of _____, 2023

Notary Public

NO-BID/RFP/RFQ RESPONSE

RFP 23-046

Generator Maintenance 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@co.kane.il.us

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

Karin Kietzman, 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: 23-046 GENERATOR MAINTENANCE SERVICES

DATE: July 6, 2023

The County of Kane is accepting competitive sealed bids from qualified and licensed Contractor(s) to provide comprehensive preventive maintenance services (PM) for the County's back-up power generators. This is an all-inclusive service program for the Kane County Building Management Department.

SUBMITTAL REQUIREMENTS: This bid must be submitted electronically through <https://www.bidnetdirect.com/illinois/kanecounty>

- Signed Offer to Contract Form
- References
- Certificate of Insurance
- Contractor Disclosure Statement/Vendor Certification (upon award)
- Familial Disclosure Statement (upon award)
- Prevailing Wage Required

SUBMISSION LOCATION:

County of Kane
Kane County Government Center
Purchasing Department
719 S. Batavia Ave., Bldg. A, Rooms 211, 212 or 214
Geneva, Illinois 60134
8:30 a.m.-4:30 p.m. CST, Monday-Friday

SUBMISSION DATE & TIME:

July 20, 2023 at 2:30 p.m. CST
Bids received after the submittal time will be rejected and returned unopened to the sender.

CONTACT PERSON:

Tony Sperkowski
purchasing@co.kane.il.us

DISCLAIMER: TO THE EXTENT THAT YOU HAVE OBTAINED THESE BID DOCUMENTS FROM A SOURCE OTHER THAN BID NET 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](https://www.bidnetdirect.com/illinois/kanecounty)

ALL QUESTIONS 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, JULY 13, 2023 AT 4:00 P.M.**, FAX AND E-MAIL ACCEPTED. FAX to (630) 208-5107 or E-mail: PURCHASING@CO.KANE.IL.US

**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 Bidnet Direct until the date and time specified at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the County of Kane Purchasing Department. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.
5. **ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The County of Kane reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or accept an alternate bid. The County reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the County, the County has 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.

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

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. 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 information on this program can be located on the County's Web site under Vendor Information on the Finance Department page.

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.

10. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
11. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
12. **TAXES.** Kane County is not subject to Federal Excise Tax. Per certification provided by the State of Illinois Department of Revenue, Kane County is exempt from state and local taxes.
13. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number referenced.
14. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.
15. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency 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.

17. **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.

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 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.

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 Vendor's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Vendor promptly after rejection.

20. **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.

21. 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.

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 (if applicable)

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.

24. 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.

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'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.

27. CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:

- a) The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.
- b) Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Or – Combined Single Limit	\$1,000,000

- i) Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.
- c) Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of not less than the following:

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

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

Aggregate Limits	\$5,000,000
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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.

28. CONTRACTOR DISCLOSURE

- A. Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit. Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval. For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors' corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.
- B. All contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:
- (a) Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement;
 - (b) Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.
 - (c) Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised. Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph (a) above.

- (d) A statement under oath that the applicant has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.
- C. All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.
- D. Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.
- E. Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. COMPLAINT AND DISPUTE RESOLUTIONS:

The vendor and/or his supervision 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.

35. BID DEPOSIT (ELECTRONIC)

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 Thousand Dollars (\$5,000.00) or 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.

36. EXECUTION OF A PERFORMANCE BOND, PAYMENT BOND & LABOR AND MATERIALS BOND

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.

37. 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.

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 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

39. 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 acknowledges 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 college 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.

SCOPE OF WORK For GENERATOR MAINTENANCE SERVICES

I. OVERVIEW:

The County of Kane is accepting competitive sealed bids from qualified and licensed Contractor(s) to provide comprehensive preventive maintenance service for the County's back-up power generators. This is an all-inclusive service program for the Kane County Building Management Department.

II. INTENT OF SPECIFICATIONS:

The specifications listed below are seeking to identify and retain a qualified and experienced Contractor for the purpose of establishing a service contract to provide a complete preventive maintenance service program for the County's back-up power generators. This is an all-inclusive service program for the Kane County Building Management Department.

III. SCOPE OF WORK:

The following specifications and requirements specified herein are considered the minimum requirements and responsibilities including but not limited to the availability of technician, equipment replacement parts and accessories, experience and other resources and capacity to successfully perform the required services.

The scope of services and requirements as listed below are for evaluation and comparison purpose only, and to assist the County in making an informed decision for selection of the most responsive, responsible Contractor to service the County's back-up power generators as specified and including the following:

A. STANDARD SERVICE REQUIREMENTS

1. The Contractors shall provide a comprehensive (PM) service program based on the manufacturer standard maintenance requirement for all County's back-up power generators per specifications. The system (PM) log book or service reports shall be made available upon request.

2. Standard (PM) service program shall include but not limited to the following requirements ensuring safe and reliable operation meeting manufacturer's regulations and compliance for safety measures.

- General Inspection
- Lubrication Service
- Cooling System Service
- Fuel System Service
- Air Intake Service
- Servicing, Testing Starting Batteries and ATS systems/switch
- Regular Generator Engine Exercise
- Load Bank Testing (as-needed per manufacturers recommendation)
- Lab analysis on oil, coolant, and fuel sample
- Verifying control panel indicator and reading for optimal performance

3. The Contractors are encouraged to submit or tailored comprehensive (PM) service program that meets or exceeds the above listed standard requirements and shall list their service recommendation and offer, if different.
4. The County will review and evaluate alternates/options of comprehensive service program proposed by the Vendor that meet or exceed manufacturer recommendation and/or which will result in cost saving, optimal service and performance, and other value added services.
5. Contractor shall provide a sample of their service ticket and billing process.
6. Contractor shall provide the following contact information.
 - Customer Service/General Contact Information
 - Service or account representative assigned to the County
 - Billing & Invoicing questions
 - Operation or Supervisor
 - 24-hour answering service

B. SCOPE OF SERVICES

The Contractor is required to coordinate and schedule all planned services and report of any recommended repairs to the County's building supervisor or a representative (TBA) per each location.

1. GENERAL INSPECTION SERVICE

Frequency of Services Required – Twice a Year

- A. Thorough visual inspection of the following systems:
 - Fuel System
 - Cooling System
 - Lubrication System
 - Starting System including batteries, ATS systems/switch
 - Air Induction System
 - Engine Monitors and Safety Controls
- B. Perform operational testing and record all data.
- C. Provide inspection reports with recommendations for needed repairs, upgrade or part replacement.

2. GENERAL MAINTENANCE SERVICE

Frequency of Services Required – Once a Year

- A. Replace and dispose of lube oil and filters.
- B. Replace and dispose of fuel filters.
- C. Perform a comprehensive inspection of the control panel and calibrate gauges, and ATS switch if necessary.
- D. Inspect turbochargers and monitor the intake and exhaust valves for adjustments.
- E. Inspect alternator assembly.

- F. Perform laboratory analysis on oil, coolant and fuel samples.
- G. Perform a Generator Load Bank Test – Minimum two hour 100% load rating. The Load Bank Test is on an as-needed basis.

C. LOCATIONS & EQUIPMENT LIST

LOCATION NUMBER/DEPARTMENT		GENERATOR/EQUIPMENT - UNIT NUMBER
1	Kane County Government Center 719 S. Batavia Ave. Bldg. A, B, C & (E) Geneva, IL 60134. <i>(Building E – might be moving to a new location (TBA), on or about spring of 2024). Additional charges and services to be added upon request.</i>	Unit #1 – Katolight (Bldg. B – Info Technology Dept.) Engine: Volvo Penta Engine M/N: TAD 1630GE Engine S/N: 2160035629 Generator M/N: WA522224 60604 ATS-GE/Zenith
		Unit #2 – Kohler (Bldg. C&E) Engine: Detroit Diesel Engine M/N: 06R1023561 Engine S/N: 2248592 Generator M/N: 450REOZDD
		Unit #3 – Kohler (Bldg. A) Genset Model: 500REOZJ Spec Number: GM76157-GA2 Serial Number: 33GKGMHP0002 Material: 500REOZJ-CP1
2	Kane County Multi Use Building 37W699 IL RT 38 St. Charles, IL 60175	Unit #4 – Generac Generator S/N: 3006232593 Generator M/N: SD230 / SD0230GG178.7D18HPSY3
3	Kane County Judicial Center 37W777 Rt. 38 St. Charles, IL 60175	Unit #5 - Kohler Engine M/N: 500R0ZD71 Engine S/N: 293469 ATS-(2) Kohler
4	Kane County Adult Correction Facility at 37W755 Rt. 38 St. Charles, IL 60175	Unit #6 - Caterpillar Engine M/N: GS338 Engine S/N: G7A01574 ATS-(3) Asco/Fire Pump
5	Kane County Juvenile Justice Center at 37W755 Rt. 38 St. Charles, IL 60175	Unit #7 - Spectrum Generator M/N: 250DS60 191236-71ASt. Generator S/N: 378948 ATS-Spectrum
6	Kane County Division of Transportation at 41W011 Burlington Rd. St. Charles, IL 60175	Unit #8 (KDOT Gen #1) – 2022 Generac Complex Generator 80-150 KW Model: SG150 S/N: 301377593

		Unit #9 (KDOT Gen #2) – 2022 Generac Complex Generator 80-150 KW Model: SG150 S/N: 3012387368
		Unit #10 (KDOT Gen #3) –2015 Kohler 100REZGD S/N: SGM32DNN8
	Kane County Circuit Clerk's Office and Branch Court at 540 S. Randall Rd., St. Charles, IL 60175	Unit #11 (Circuit Gen #1) - Katolight Engine: John Deere Engine M/N:125L Engine S/N: RG6125H031807 Generator M/N: D300FRJ4 Generator S/N: WA53569586696-0103 ATS-GE/Zenith
		Unit #12 (Circuit Gen #2) – Generac Engine: BECO Engine M/N: F4GE9485A Engine S/N: J600-0789507 Generator M/N: 12600800100 Generator S/N: 2108551
8	Kane County Health Department at 1240 N. Highland Ave., Aurora, IL 60506	Unit #13 – Briggs & Stratton Engine: Briggs & Stratton Engine M/N:1BSXS.6272HW Engine S/N: 274869 Generator M/N: 01815 Generator S/N: 1011580990

IV. SPECIAL CONDITONS

A. CONTRACT

This service contract shall be for a two (2) year term which will begin on the date of contract execution by the Kane County Board and will have three (3) possible (1) year renewal periods if mutually agreed upon by both parties. The pricing (All-Inclusive) shall remain firm for the term of the contract. Kane County reserves the right to renegotiate the scope of work to meet its budgetary demands and the right to add additional services if mutually agreed upon by both parties.

B. BID PRICING:

Pricing shall be all-inclusive for the specified preventive maintenance service program. 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 comprehensive (PM) services to all

County's power generators unless specified directly on the Offer to Contract Form or with a prior approval by the County Project's Coordinator.

Kane County will not pay for any unauthorized or cost increase for any services to generators listed after awarded of contract. Vendor must notify the County or its supervisor and/or the Purchasing Department of any changes, and recommended repairs/services required, that are not covered under the service contract. All additional or recommended repairs must be approved before the start of work.

The Vendors shall make Kane County aware of all programs (e.g., manufacturer incentives, warranty, alternate service program, supply items, etc.) that can be offered to the County for an additional cost savings. All authorized repair/service on an as-needs basis shall be billed separately.

C. 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 services if it is in the best interest of the County to do so and to compare or accept pricing of all known cooperative 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. The County does not guarantee purchase or service quantities.

D. SITE-VISIT

There is no site visit or Vendor's conference scheduled, however bidders may visit the site on their own and can arrange by contacting Brent Braski of Kane County Building Management Department at (815)208-5175. ***All questions are required to be submitted to the Purchasing Department in writing via fax or e-mail prior to the deadline.***

E. RESPONSE INSTRUCTIONS:

Offer to Contract Form

Vendors are required to use the Offer to Contract Form to submit a response. This form must be signed and the bond must be included along with required references.

One (1) original bid response with all the required submittal documents must be submitted electronically to <https://www.bidnetdirect.com/illinois/kanecounty> and one (1) redacted copy marked as "**Redacted Copy**" (if applicable) to comply with the Illinois Freedom of Information Act. Please upload your complete bid response through Bidnet Direct prior to the due date and time.

Your bid response must be submitted prior to the deadline of **July 20, 2023 at 2:30 p.m. CST** to:

County of Kane

Purchasing Department
719 South Batavia Avenue, Bldg. A
Rooms 211, 212 or 214
Geneva, IL 60134
8:30 a.m.-4:30 p.m. CST, Monday-Friday

BIDS MUST BE SUBMITTED ELECTRONICALLY AT

[HTTPS://WWW.BIDNETDIRECT.COM/ILLINOIS/KANECOUNTY](https://www.bidnetdirect.com/illinois/kanecounty)

**KANE COUNTY
OFFER TO CONTRACT FORM
BID 23-046
GENERATOR MAINTENANCE SERVICES**

Bid Due Date & Time: July 20, 2023 at 2:30 p.m. CST

To: County of Kane Purchasing Department
Kane County Government Center
Bldg. 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: _____

- 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._____, 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.

III. BID PRICES:

Understanding the specifications of all power generators and specified scope of services and requirements, our all-inclusive cost for the comprehensive preventive maintenance service program for the Kane County generators are as follows:

LOCATION NUMBER/DEPARTMENT		GENERATOR/EQUIPMENT - UNIT NUMBER	TOTAL ANNUAL COST
1	Kane County Government Center 719 S. Batavia Ave. Bldg. A, B, C & (E) Geneva, IL 60134. <i>(Building E – might be moving to a new location (TBA), on or about spring of 2024). Additional charges and services to be added upon request.</i>	Unit #1 – Katolight (Bldg. B – Info Technology Dept.) Engine: Volvo Penta Engine M/N: TAD 1630GE Engine S/N: 2160035629 Generator M/N: WA522224 60604 ATS-GE/Zenith	\$: _____
		Unit #2 – Kohler (Bldg. C&E) Engine: Detroit Diesel Engine M/N: 06R1023561 Engine S/N: 2248592 Generator M/N: 450REOZDD	\$: _____
		Unit #3 – Kohler (Bldg. A) Genset Model: 500REOZJ Spec Number: GM76157-GA2 Serial Number: 33GKGMHP0002 Material: 500REOZJ-CP1	\$: _____
2	Kane County Multi Use Building 37W699 IL RT 38 St. Charles, IL 60175	Unit #4 – Generac Generator S/N: 3006232593 Generator M/N: SD230 / SD0230GG178.7D18HPSY3	\$: _____
3	Kane County Judicial Center 37W777 Rt. 38 St. Charles, IL 60175	Unit #5 - Kohler Engine M/N: 500R0ZD71 Engine S/N: 293469 ATS-(2) Kohler	\$: _____
4	Kane County Adult Correction Facility at 37W755 Rt. 38 St. Charles, IL 60175	Unit #6 - Caterpillar Engine M/N: GS338 Engine S/N: G7A01574 ATS-(3) Asco/Fire Pump	\$: _____
5	Kane County Juvenile Justice Center at 37W755 Rt. 38 St. Charles, IL 60175	Unit #7 - Spectrum Generator M/N: 250DS60 191236- 71ASt. Generator S/N: 378948 ATS-Spectrum	\$: _____
6	Kane County Division of Transportation at 41W011 Burlington Rd. St. Charles, IL 60175	Unit #8 (KDOT Gen #1) 2022 Generac Complex Generator 80-150KW MODEL:SG150 S/N:301377593	\$: _____
		Unit #9 (KDOT Gen #2) 2022 Generac Complex Generator 80-150KW MODEL:SG150 S/N:3012387368	\$: _____

		Unit #10 (KDOT Gen #3) 2015 KOHLER MODEL - 100REZGD SERIAL NUMBER - SGM32DNN8	\$: _____
7	Kane County Circuit Clerk's Office and Branch Court at 540 S. Randall Rd., St. Charles, IL 60175	Unit #11 (Circuit Gen #1) - Katolight Engine: John Deere Engine M/N: 125L Engine S/N: RG6125H031807 Generator M/N: D300FRJ4 Generator S/N: WA53569586696-0103 ATS-GE/Zenith	\$: _____
		Unit #12 (Circuit Gen #2) – Generac Engine: BECO Engine M/N: F4GE9485A Engine S/N: J600-0789507 Generator M/N: 12600800100 Generator S/N: 2108551	\$: _____
8	Kane County Health Department at 1240 N. Highland Ave., Aurora, IL 60506	Unit #13 – Briggs & Stratton Engine: Briggs & Stratton Engine M/N: 1BSXS.6272HW Engine S/N: 274869 Generator M/N: 01815 Generator S/N: 1011580990	\$: _____

A. UNIT COST:

Part Discount Percentage (Contract Term): _____%

Part Mark-Up Percentage (Contract Term): _____%

If additional work or emergency repair service is needed outside of this general maintenance agreement, please list below additional billing rates.

Labor Rate Mon-Fri 8 AM – 4 PM: \$ _____/hour

Weekend/After Hours Rate: \$ _____/hour

Holiday Rate: \$ _____/hour

Travel Rate: \$ _____/hour

The Vendors shall provide service response time after initial contact for an additional work or emergency service repair:

A. Service repair non-critical: within _____ hours.

B. Critical service repair: within _____ hours.

B. OPTION YEAR:

The Vendors shall indicate if cost can be held firm for Year (3): Yes / No, Year (4): Yes / No, Year (5): Yes / No.

If no, please indicates maximum cost increase for year 3 to 5: ____%, ____%, ____%

Bid Prices:

The pricing and above unit cost shall remain firm for the term of the contract. Any additional recommended services for existing or new generators not covered under this agreement shall be approved before work begins.

In additions to cost as specified per scope of service and as listed in the Offer to Contract Form, Vendors are allowed to provide an additional detailed pricing matrix or line item pricing for each generator (i.e., cost for oil change with inspection, inspection only, fuel analysis, oil analysis, coolant analysis, 2 hours load bank test, control panel, fuel system, operation test, starting system, switches, air induction/exhaust system, and any others recommended service) and submit as an exhibit to the Offer to Contract Form and if approved the cost matrix will be included as part of the service contract. The line item pricing sheet can be based on Vendor's own quote format or form and shall cover all specified services.

Vendors shall sign, date, and attached their line item pricing sheet to the Offer to Contract Form.

ADDITIONAL COMMENT:

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 MUST SIGN THIS SECTION.**

Signature _____ Typed Signature _____
Company _____
Address/City/State _____
Phone # _____ Fax # _____ E-mail _____
Federal I.D./Social Security # _____ Date _____

ACCEPTANCE

The Offer is hereby accepted for the described Generator Maintenance 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.

This contract shall henceforth be referred to as Contract Number 23-046. 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
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)

☐ Veteran-owned Business Enterprise (VBE)

☐ Woman-owned Business (WBE)

☐ Service-Disabled Veteran-owned Business Enterprise (SDVBE)

☐ Business Enterprise Program (BEP)

☐ Veteran-owned Small Business (VOSB)

☐ Small Disadvantaged Business (SDB)

☐ Persons with Disabilities-owned Business Enterprises (PDBE)

☐ Kane County Local Business

☐ N/A – These categories do not apply to my business

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

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 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 _____ Signature _____

Company _____

Address _____

Phone# _____ Fax # _____

Federal I.D./Social Security# _____ Date _____

JOINT PURCHASING AGREEMENT

Illinois revised statutes, 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 Statutes, 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 as 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.

REFERENCES
GENERATOR MAINTENANCE 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: _____

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: _____

BID SUBMITTAL CHECK LIST

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

_____: SIGNED BID OFFER TO CONTRACT FORM with all supporting documents (pages 28-37).

_____: VENDORS DISCLOSURE STATEMENT (See attached sample, a mandatory submittal if award of contract)

_____: VENDORS FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT (See attached sample, a 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 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 contract)

_____: REFERENCES & CONTACT INFORMATION

_____: ONE (1) ORIGINAL BID, MUST BE SUBMITTED ELECTRONICALLY THROUGH BIDNET DIRECT.

Vendor/Agency: _____

Address/City/State: _____

Phone # _____ Fax # _____



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 50%
456 Second Street
Geneva, IL 60134

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

Officer
Title

Date

Subscribed and Sworn this _____ day of _____, 2023

Notary Public



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
Title

Date

Subscribed and Sworn this _____ day of _____, 2023

Notary Public

NO-BID/RFP/RFQ RESPONSE

RFP 23-046

Generator Maintenance 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@co.kane.il.us

**KANE COUNTY
OFFER TO CONTRACT FORM
BID 23-046
GENERATOR MAINTENANCE SERVICES**

Bid Due Date & Time: July 20, 2023 at 2:30 p.m. CST

To: County of Kane Purchasing Department
Kane County Government Center
Bldg. 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: Midwest Power Industry 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. 1, No. 2, No. _____, (Contractor to acknowledge addenda here.) *Shelley 7-19-23*

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.

III. BID PRICES:

Understanding the specifications of all power generators and specified scope of services and requirements, our all-inclusive cost for the comprehensive preventive maintenance service program for the Kane County generators are as follows:

LOCATION NUMBER/DEPARTMENT		GENERATOR/EQUIPMENT - UNIT NUMBER	TOTAL ANNUAL COST
1	Kane County Government Center 719 S. Batavia Ave. Bldg. A, B, C & (E) Geneva, IL 60134. <i>(Building E – might be moving to a new location (TBA), on or about spring of 2024). Additional charges and services to be added upon request.</i>	Unit #1 – Katolight (Bldg. B – Info Technology Dept.) Engine: Volvo Penta Engine M/N:TAD 1630GE Engine S/N: 2160035629 Generator M/N: WA522224 60604 ATS-GE/Zenith	\$: <u>1,160⁰⁰</u>
		Unit #2 – Kohler (Bldg. C&E) Engine: Detroit Diesel Engine M/N: 06R1023561 Engine S/N: 2248592 Generator M/N: 450REOZDD	\$: <u>1,140⁰⁰</u>
		Unit #3 – Kohler (Bldg. A) Genset Model: 500REOZJ Spec Number: GM76157-GA2 Serial Number: 33GKGMHP0002 Material: 500REOZJ-CP1	\$: <u>1,245⁰⁰</u>
2	Kane County Multi Use Building 37W699 IL RT 38 St. Charles, IL 60175	Unit #4 – Generac Generator S/N: 3006232593 Generator M/N: SD230 / SD0230GG178.7D18HPSY3	\$: <u>1,015⁰⁰</u>
3	Kane County Judicial Center 37W777 Rt. 38 St. Charles, IL 60175	Unit #5 - Kohler Engine M/N: 500R0ZD71 Engine S/N: 293469 ATS-(2) Kohler	\$: <u>1,140⁰⁰</u>
4	Kane County Adult Correction Facility at 37W755 Rt. 38 St. Charles, IL 60175	Unit #6 - Caterpillar Engine M/N: GS338 Engine S/N: G7A01574 ATS-(3) Asco/Fire Pump	\$: <u>1,150⁰⁰</u>
5	Kane County Juvenile Justice Center at 37W755 Rt. 38 St. Charles, IL 60175	Unit #7 - Spectrum Generator M/N: 250DS60 191236- 71ASt. Generator S/N: 378948 ATS-Spectrum	\$: <u>965⁰⁰</u>
6	Kane County Division of Transportation at 41W011 Burlington Rd. St. Charles, IL 60175	Unit #8 (KDOT Gen #1) 2022 Generac Complex Generator 80-150KW MODEL:SG150 S/N:301377593	\$: <u>590⁰⁰</u>
		Unit #9 (KDOT Gen #2) 2022 Generac Complex Generator 80-150KW MODEL:SG150 S/N:3012387368	\$: <u>590⁰⁰</u>

		Unit #10 (KDOT Gen #3) 2015 KOHLER MODEL - 100REZGD SERIAL NUMBER - SGM32DNN8	\$: <u>590⁰⁰</u>
7	Kane County Circuit Clerk's Office and Branch Court at 540 S. Randall Rd., St. Charles, IL 60175	Unit #11 (Circuit Gen #1) - Katolight Engine: John Deere Engine M/N: 125L Engine S/N: RG6125H031807 Generator M/N: D300FRJ4 Generator S/N: WA53569586696-0103 ATS-GE/Zenith	\$: <u>1,040⁰⁰</u>
		Unit #12 (Circuit Gen #2) - Generac Engine: BECO Engine M/N: F4GE9485A Engine S/N: J600-0789507 Generator M/N: 12600800100 Generator S/N: 2108551	\$: <u>790⁰⁰</u>
8	Kane County Health Department at 1240 N. Highland Ave., Aurora, IL 60506	Unit #13 - Briggs & Stratton Engine: Briggs & Stratton Engine M/N: 1BSXS.6272HW Engine S/N: 274869 Generator M/N: 01815 Generator S/N: 1011580990	\$: <u>790⁰⁰</u>

A. UNIT COST:

Part Discount Percentage (Contract Term): 20 %

Part Mark-Up Percentage (Contract Term): 20 %

If additional work or emergency repair service is needed outside of this general maintenance agreement, please list below additional billing rates.

Labor Rate Mon-Fri 8 AM – 4 PM: \$ 165⁰⁰ /hour

Weekend/After Hours Rate: \$ 247⁵⁰ /hour

Holiday Rate: \$ 330⁰⁰ /hour

Travel Rate: mon. fr. \$ 165⁶⁵ /hour Sat-Sun-247⁵⁰/hr

The Vendors shall provide service response time after initial contact for an additional work or emergency service repair:

A. Service repair non-critical: within 48 hours.

B. Critical service repair: within 4 hours.

B. OPTION YEAR:

The Vendors shall indicate if cost can be held firm for Year (3): Yes / No, Year (4): Yes / No
Year (5): Yes / No

If no, please indicates maximum cost increase for year 3 to 5: 0 %, 3 %, 3 %

Bid Prices:

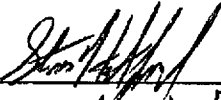
The pricing and above unit cost shall remain firm for the term of the contract. Any additional recommended services for existing or new generators not covered under this agreement shall be approved before work begins.

In additions to cost as specified per scope of service and as listed in the Offer to Contract Form, Vendors are allowed to provide an additional detailed pricing matrix or line item pricing for each generator (i.e., cost for oil change with inspection, inspection only, fuel analysis, oil analysis, coolant analysis, 2 hours load bank test, control panel, fuel system, operation test, starting system, switches, air induction/exhaust system, and any others recommended service) and submit as an exhibit to the Offer to Contract Form and if approved the cost matrix will be included as part of the service contract. The line item pricing sheet can be based on Vendor's own quote format or form and shall cover all specified services.

Vendors shall sign, date, and attached their line item pricing sheet to the Offer to Contract Form.

ADDITIONAL COMMENT:

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 MUST SIGN THIS SECTION.**

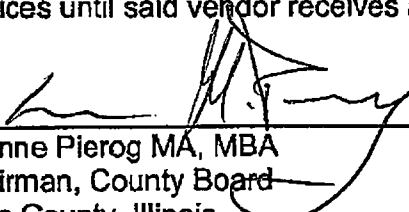
Signature  Typed Signature Steven Hatfield
Company Midwest Power Industry Inc.
Address/City/State 4833 Prime Parkway Mchenry IL 60050
Phone # 815-792-0974 Fax # _____ E-mail Genone1967@gmail.com
Federal I.D./Social Security # 83-0882510 Date 7-24-23

ACCEPTANCE

The Offer is hereby accepted for the described Generator Maintenance 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.

This contract shall henceforth be referred to as Contract Number 23-046. 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
Chairman, County Board
Kane County, Illinois

10/26/23

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

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

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 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 Steven Hatfield Signature [Signature]
Company Midwest Power Industry Inc
Address 4833 Prime Parkway Mchenry IL 60050
Phone# 815-790-0974 Fax # _____
Federal I.D./Social Security# 83-0882510 Date 7-24-23

JOINT PURCHASING AGREEMENT

Illinois revised statutes, 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 Statutes, 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 as 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.

REFERENCES
GENERATOR MAINTENANCE 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: _____

1. Organization: City of Lake Forest
Address: 220 E Des-paths Rd
City, State, Zip Code: Lake Forest IL 60045
Telephone Number: 847-815-4650
Contact Person: John Gullledge
Description of Project: Generator Services Date of Project 2018-Current
E-mail Address: gullledgej@cityoflakeforest.com
2. Organization: Village of Wilmette
Address: 1200 Wilmette Ave Wilmette IL 60091
City, State, Zip Code: Wilmette IL 60091
Telephone Number: 847-431-9947
Contact Person: John Raymaker
Description of Project: Generator Services Date of Project 2019-Current
E-Mail Address: raymakerj@wilmette.com
3. Organization: Village of Mount Prospect
Address: 1700 W Central Road
City, State, Zip Code: Mount Prospect IL 60056
Telephone Number: 847-875-0883
Contact Person: Cathy Botterman
Description of Project: Generator Services Date of Project 2019-Current
E-Mail Address: cbotterman@mountprospect.org
4. Organization: Village of Northbrook
Address: 655 Hucl Rd
City, State, Zip Code: Northbrook IL 60062
Telephone Number: 847-626-5309
Contact Person: John Slivka
Description of Project: Generator Services Date of Project 2022-Current
E-Mail Address: John.Slivka@Northbrook.il.us

BID SUBMITTAL CHECK LIST

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

✓: SIGNED BID OFFER TO CONTRACT FORM with all supporting documents (pages 28-37).

✓: VENDORS DISCLOSURE STATEMENT (See attached sample, a mandatory submittal if award of contract)

✓: VENDORS FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT (See attached sample, a 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 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 contract)

✓: REFERENCES & CONTACT INFORMATION

✓: ONE (1) ORIGINAL BID, MUST BE SUBMITTED ELECTRONICALLY THROUGH BIDNET DIRECT.

Vendor/Agency: Midwest Power Industry Inc
Address/City/State: 4833 Prime Parkway McHenry IL 60050
Phone # 815-790-0974 Fax # _____

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.

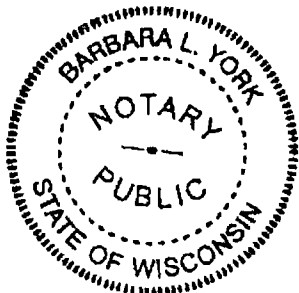
Mr. John Smith 50%
456 Second Street
Geneva, IL 60134

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

Officer Shirley A. [Signature] Title VP of Operations Date 7-25-2023

Subscribed and Sworn this 25 day of July, 2023

Barbara L. York
Notary Public

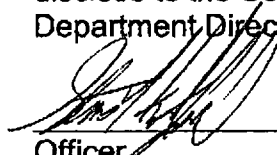




FAMILIAL RELATIONSHIP DISCLOSURE

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.

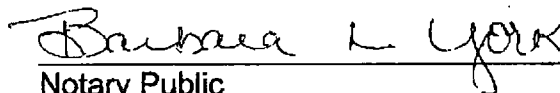


Officer
Title

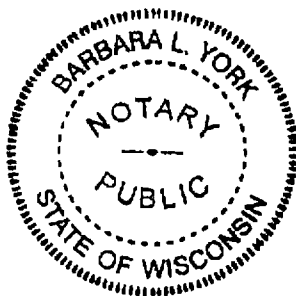
7-25-2023

Date

Subscribed and Sworn this 25th day of July, 2023



Notary Public



COUNTY of KANE
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

Karin Kietzman, CPPB
Director of Purchasing

719 S. Batavia Ave., Bldg. A, 2nd Floor
Geneva, Illinois 60134
Telephone: (630) 208-3803
Fax: (630) 208-5107



July 19, 2023

ADDENDUM 2

Invitation to Bid: #23-046

Title: Generator Maintenance Services

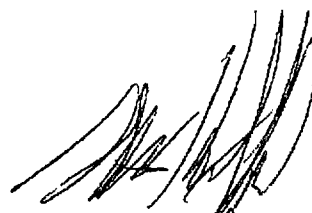
The attention of all plan holders is called to the following changes, clarifications and/or additions/deletions to original bid solicitation and shall be part of the Contract Documents:

Question Is the Load Bank test included in annual cost?

Answer *The Load bank test is not included in the annual cost quote. It will be requested on an as-needed basis.*

Please acknowledge receipt of this Addendum 2. Thank you for your interest in the Kane County procurement process.

Sincerely,
Tony Sperkowski
Tony Sperkowski
Buyer II

7-19-23 
Michael Power
Midwest Power Industry Inc

COUNTY of KANE
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

Karin Kletzman, CPPB
Director of Purchasing

719 S. Batavia Ave., Bldg. A, 2nd Floor
Geneva, Illinois 60134
Telephone: (630) 208-3803
Fax: (630) 208-5107



July 19, 2023

ADDENDUM 1

Invitation to Bid: #23-046

Title: Generator Maintenance Services

The attention of all plan holders is called to the following changes, clarifications and/or additions/deletions to original bid solicitation and shall be part of the Contract Documents:

Question Is Unit 13 a Briggs & Stratton generator or a Kohler?

Answer Unit 13 is actually a Kohler Unit model 30REOZK. SN:33DGGMJJC0224.

Question Can the bid date be extended?

Answer Due to the mistake in equipment identification Kane County will extend the bidding one week. Closing on July 27, 2023.

Please acknowledge receipt of this Addendum 1. Thank you for your interest in the Kane County procurement process.

Sincerely,
Tony Sperkowski
Tony Sperkowski
Buyer II

7.19.23

[Signature]
Midwest Power Industry Inc

F. OPTIONAL LOAD BANK TESTING PRICING

Perform a generator Load Bank Test – Minimum two hour 100% load rating.

(Load test on a as needed basis.)

Unit 1 – Katolight - \$750

Unit 2 – Kohler - \$750

Unit 3 – Kohler - \$750

Unit 4 – Generac - \$650

Unit 5 – Kohler - \$750

Unit 6 – CAT - \$850

Unit 7 – Spectrum - \$750

Unit 8 – Generac - \$650

Unit 9 – Generac - \$650

Unit 10 – Kohler - \$600

Unit 11 – Katolight - \$750

Unit 12 – Generac - \$600

Unit 13 – Kohler - \$600



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/25/2023

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**State Farm**

Tim Werwie
PO Box 864
East Troy, WI 53120

CONTACT NAME: Kathy Frymark**PHONE** (A/C, No, Ext): 262-642-2038**FAX** (A/C, No): 262-642-3808**E-MAIL ADDRESS:** kathy@easttroyinsurance.com**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** State Farm Fire and Casualty Company

25143

INSURED

Midwest Power Industry Inc
PO Box 106
Ringwood, IL 60072

INSURER B:**INSURER C:****INSURER D:****INSURER E:****INSURER F:****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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
☒	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	93-L9-D186-9	07/23/2023	07/23/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 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 \$
☐	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			G53 3990-A23-13E G787517-B28-13	07/23/2023 02/28/2023	01/23/2024 08/28/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
☒	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			93-L6-G494-8	02/24/2023	02/24/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000 \$
☐	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				PER STATUTE ☐ OTH-ER ☐ \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

County of Kane
719 S Batavia Ave Bldg A
Geneva, IL 60134

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**CMP-4536 ADDITIONAL INSURED — OWNERS, LESSEES, OR CONTRACTORS
(Scheduled)**

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 93 L9D186 9
Named Insured:
MIDWEST POWER INDUSTRY INC

Name And Address Of Additional Insured Person Or Organization:

COUNTY OF KANE
719 S BATAVIA AVE BLD A
GENEVA IL 60134

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization 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:

a. Ongoing Operations

- (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 that additional insured; or

b. Products-Completed Operations

"Your work" performed for that additional insured and included in the "products-completed operations hazard".

2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.
3. **Primary Insurance.** The insurance afforded the additional insured shall be primary insurance. Any insurance carried by the additional insured shall be noncontributory with respect to coverage provided by you.

All other policy provisions apply.

CMP-4536

155522 05-10-2019

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**CMP-4787 WAIVER OF TRANSFER OF RIGHTS OR RECOVERY AGAINST
OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 93 L9D186 9

Named Insured:

MIDWEST POWER INDUSTRY INC

Name And Address Of Person Or Organization:

COUNTY OF KANE

719 S BATAVIA AVE BLD A

GENEVA IL 60134

The following is added to Paragraph 10.b. of **SECTION I AND SECTION II — COMMON POLICY CONDITIONS**:

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. "Your work" done under contract with that person or organization and included in the "products-completed operations hazard".

This waiver applies only to the person or organization shown in the Schedule.

All other policy provisions apply.

CMP-4787

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1006225 137715.1 11-19-2013

BMO  Harris Bank

66773192

2-28/710

PAY **Five Thousand and 00/100*******

TO THE

ORDER OF **Kane County**

DATE

07/26/2023

AMOUNT

\$5,000.00

REMITTER **MIDWEST POWER INDU**

MEMO

Authorized Signature

Drawer: BMO Harris Bank N.A. 29(09385)

BMO Harris Bank N.A., Chicago, IL

Security
Features
Locate on
Back.

⑈66773192⑈ ⑆071000288⑆

288⑈791⑈7⑈

10  Harris Bank

PURCHASER'S RECEIPT - RETAIN FOR YOUR RECORDS

NOT

NEGOTIABLE

66773192

PAY **Five Thousand and 00/100*******

TO THE

ORDER OF **Kane County**

DATE

07/26/2023

AMOUNT

\$5,000.00

REMITTER

MIDWEST POWER INDU

NOTICE TO CUSTOMERS

The purchase of an indemnity Bond will be required before an Official Check of this bank will be replaced or refunded in the event it is lost, misplaced or stolen.

MEMO

OFFICIAL BANK CHECK

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. 25-262

AUTHORIZING A CONTRACT EXTENSION FOR KANE COUNTY GENERATOR MAINTENANCE SERVICES FOR THE BUILDING MANAGEMENT DEPARTMENT WITH MIDWEST POWER INDUSTRY INCORPORATED (BID# 23-046)

WHEREAS, bids were solicited for the Kane County Generator Maintenance Services Bid (BID# 23-046) for facilities maintained by Building Management throughout the County of Kane. A total of seven (7) bids were received by the July 27, 2023 at 2:30 p.m. deadline; and

WHEREAS, Building Management outsources all Generator Maintenance Services which cannot be performed in-house by County staff; and

WHEREAS, the responsive and responsible bidder for Generator Maintenance Services is Midwest Power Industry Incorporated of Ringwood, IL; and

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

WHEREAS, Midwest Power Industry Incorporated will be used on a preventative maintenance and project-by-project basis; and

WHEREAS, this was a two (2) year contract with three (3) one (1) year extensions if mutually agreed upon and the Kane County Board approves. This is executing the first one (1) year contract extension; and

WHEREAS, accordingly, appropriate funds have been budgeted in the FY2025 Building Management budget.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized and directed to execute the first one (1) year contract extension with Midwest Power Industry Incorporated, 4833 Prime Parkway, McHenry, IL 60050 for Generator Maintenance Services on a preventative maintenance and project-by-project basis for a not to exceed amount of Two Hundred Thousand Dollars (\$200,000) per fiscal year.

Line Item: 001.080.080.52110, Various

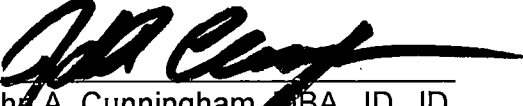
Line Item Description: Repairs and Maint- Buildings, Various

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 12, 2025.


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


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

Vote:

PASSED

25-262

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

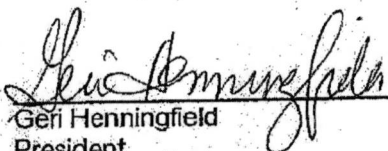
SERVICE RIDER
Contract Extension for Generator Maintenance Services

This RIDER made this 26 day of August, 2025 is part of and is to be attached to the original Offer to Contract Form (Bid # 23-046) made on the 26th day of October 2023 by and between County of Kane and Midwest Power Industry Inc. of Ringwood, IL, includes the following:

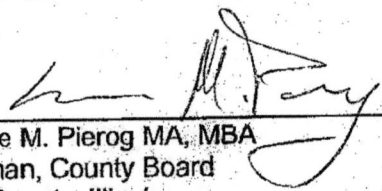
1. Resolution No. 25-262, approving of the one-year extension
 2. Midwest Power Industry Inc., acceptance letter, dated August 8, 2025
 2. Original Offer to Contract made on October 26, 2023, per Resolution 23-398
- (The above contract items and other supporting documents will be made available upon request).

The County hereby requests and Midwest Power Industry Inc., mutually agree to the one (1) year extension of the current contract to provide generator maintenance services on a preventative maintenance and project by project basis which cannot be performed in-house by County Staff. The service terms and conditions, as well as the cost, are to remain the same as specified and allowed for in Bid # 23-046. The service term is hereby extended for an additional period of one (1) year following execution by the Kane County Board. This is the first one-year contract extension with two remaining one-year extension years available.

The parties hereto mutually agree that the aforesaid Contract, of which this RIDER is made part, 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.


Geri Henningfield
President
Midwest Power Industry Inc.
Ringwood, IL

8/18/25
Date


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

8/26/2025
Date

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. 25-262

**AUTHORIZING A CONTRACT EXTENSION FOR KANE COUNTY
GENERATOR MAINTENANCE SERVICES FOR THE BUILDING
MANAGEMENT DEPARTMENT WITH MIDWEST POWER INDUSTRY
INCORPORATED (BID# 23-046)**

WHEREAS, bids were solicited for the Kane County Generator Maintenance Services Bid (BID# 23-046) for facilities maintained by Building Management throughout the County of Kane. A total of seven (7) bids were received by the July 27, 2023 at 2:30 p.m. deadline; and

WHEREAS, Building Management outsources all Generator Maintenance Services which cannot be performed in-house by County staff; and

WHEREAS, the responsive and responsible bidder for Generator Maintenance Services is Midwest Power Industry Incorporated of Ringwood, IL; and

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

WHEREAS, Midwest Power Industry Incorporated will be used on a preventative maintenance and project-by-project basis; and

WHEREAS, this was a two (2) year contract with three (3) one (1) year extensions if mutually agreed upon and the Kane County Board approves. This is executing the first one (1) year contract extension; and

WHEREAS, accordingly, appropriate funds have been budgeted in the FY2025 Building Management budget.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized and directed to execute the first one (1) year contract extension with Midwest Power Industry Incorporated, 4833 Prime Parkway, McHenry, IL 60050 for Generator Maintenance Services on a preventative maintenance and project-by-project basis for a not to exceed amount of Two Hundred Thousand Dollars (\$200,000) 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 12, 2025.


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


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

Vote:

PASSED



August 8, 2025

Kane County
719 S Batavia Ave
Geneva, IL 60134

Attn: Tom Laird
Ph: 630-444-1071

Email : LairdThomas@KaneCountyIL.gov

Good morning Tom,

Midwest Power Industry Inc. is pleased to accept the first of the optional one-year contract extension. We agree to keep pricing, service terms and conditions the same as the original contract.

Please let me know if you need anything else.

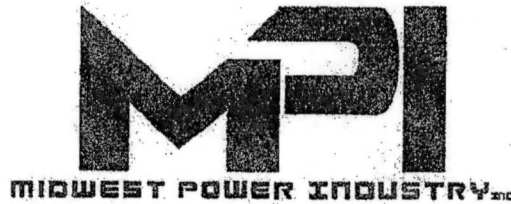
Thank you for the opportunity to continue to provide service for your generator needs, we look forward to continuing to build a lasting relationship.

Hope you have a great rest of the day,

Pam

Office Manager
Pam@midwestpowerindustry.com
563-581-6590

P.O. Box 106
Ringwood, IL 60072
Phone: (815) 790-0974



August 12, 2025

Kane County
719 S Batavia Ave
Geneva, IL 60134

Familial Relationship Disclosure

As of 8/1/2025, Midwest power Industry Inc. 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 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.

President: Gen. Leungfeldt

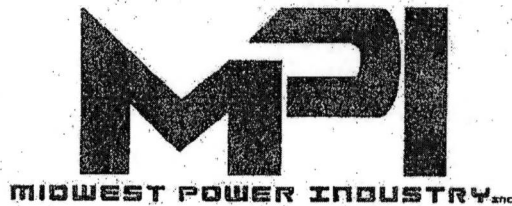
Date: 8/13/25

Subscribed and sworn this 13th day of August, 2025

Notary Public: Barbara L York



P.O. Box 106
Ringwood, IL 60072
Phone: (815) 790-0974



August 12, 2025

Kane County
719 S Batavia Ave
Geneva, IL 60134

Contractor Disclosure

As of 8/1/2025, Midwest Power Industry Inc. to the best of our knowledge, the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Official Countywide in the last 12-month period.

Below is a list of shareholders or owners with at least 5% holdings in Midwest Power Industry Inc.

True Family Trust

Po Box 106

100% Owner

Ringwood, IL 60072

President:

A handwritten signature in dark ink, appearing to read "Gene Spunngale", written over a horizontal line.

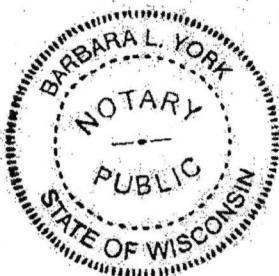
Date:

8/13/25

Subscribed and sworn this 13th day of August, 2025

Notary Public:

A handwritten signature in dark ink, appearing to read "Barbara L. York", written over a horizontal line.



P.O. Box 106
Ringwood, IL 60072
Phone: (815) 790-0974



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/15/2025

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 StateFarm  Tim Werwie PO Box 864 East Troy, WI 53120	CONTACT NAME: Kathy Frymark PHONE (A/C, No, Ext): 262-642-2038 FAX (A/C, No): 262-642-3808 E-MAIL ADDRESS: kathy.frymark.nmj9@statefarm.com
	INSURER(S) AFFORDING COVERAGE INSURER A : State Farm Fire and Casualty Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 25143

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
☒	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	93-PL-V020-0	07/23/2025	07/23/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
☒	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			003251-SFP-13 E095619-E18-13	04/17/2025 05/18/2025	10/17/2025 11/18/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
☒	UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$			93-L6-G494-8	02/24/2025	02/24/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 6,000,000 \$
☐	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER Kane County 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
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**CMP-4536 ADDITIONAL INSURED — OWNERS, LESSEES, OR CONTRACTORS
(Scheduled)**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 93 PLV020-0

Named Insured:

Midwest Power Industry Inc

Name And Address Of Additional Insured Person Or Organization:

KANE COUNTY
719 BATAVIA AVE BLDG A
GENEVA, IL 60134

- 1. SECTION II — WHO IS AN INSURED of SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization 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:

a. Ongoing Operations

- (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 that additional insured; or

b. Products-Completed Operations

"Your work" performed for that additional insured and included in the "products-completed operations hazard".

- 2.** Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.
- 3.** Primary Insurance. The insurance afforded the additional insured shall be primary insurance. Any insurance carried by the additional insured shall be noncontributory with respect to coverage provided by you.

All other policy provisions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**CMP-4787 WAIVER OF TRANSFER OF RIGHTS OR RECOVERY AGAINST
OTHERS TO US**

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 93 PLV020-0

Named Insured:

Midwest Power Industry Inc

Name And Address Of Person Or Organization:

KANE COUNTY
719 BATAVIA AVE BLDG A
GENEVA, IL 60134

The following is added to Paragraph 10.b. of **SECTION I AND SECTION II — COMMON POLICY CONDITIONS**:

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. "Your work" done under contract with that person or organization and included in the "products-completed operations hazard".

This waiver applies only to the person or organization shown in the Schedule.

All other policy provisions apply.

CMP-4787

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1006225 137715.1 11-19-2013



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/15/2025

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 Martin Insurance Team LTD 9825 S Pulaski Rd Evergreen Park IL 60805	CONTACT NAME: Gina Gallagher PHONE (A/C, No, Ext): (708) 330-4402 FAX (A/C, No): E-MAIL ADDRESS: gina@martininsuranceteam.com INSURER(S) AFFORDING COVERAGE INSURER A: BERKLEY NET INSURANCE INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		BNET541537874	07/21/2025	07/21/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

KANE COUNTY GOVERNMENT CENTER 719 BATAVIA AVE BLDG A GENEVA IL 60134	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 Gina Gallagher
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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: IFB#23-046 Generator Maintenance Services

Resolution No.: Res. 23-398 SRF

DocuSigned by:
Roger Falmestock 10/13/2023 | 11:04 AM CDT
26075938071940D...

Submitted by: Tony Sperkowski

Dept. Head Signature & Date: _____
(Subject Matter Sign-off)

Date Submitted: 10/25/2023

Legal Review of Contract
Terms (Atty. Sign-off): [Signature] 10/25/23

Approved by:
(Legality)

Steven Ford
(Print Name)
[Signature]
(Signature)
10/25/2023
(Date)

Post on Web: Yes _____ No X Atty. Initials SRF

Comments: Building Management Department requires the award of IFB 23-046 for Generator Maintenance Services to Midwest Power Industry, Inc. of Ringwood, IL. Attached is the pertinent documentation. Col shows ~~Base~~ Coverage limit lower than bid but Department has indicated this is acceptable - SRF 10/25/23

Chairman signed: Yes ✓ No _____ Date 10/27/23

Document returned to: Tony Sperkowski
(Name/Department)

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. 23-398

**AUTHORIZATION OF A CONTRACT FOR KANE COUNTY GENERATOR
MAINTENANCE SERVICES**

WHEREAS, bids have been solicited for the 2023 Kane County Generator Maintenance Services Bid (BID #23-046) for facilities maintained by Building Management throughout the County of Kane. A total of seven (7) bids were received by the July 27, 2023 at 2:30 p.m. deadline; and

WHEREAS, Building Management outsources all Generator Maintenance Services which cannot be performed in-house by County staff; and

WHEREAS, the contracts cover Generator Maintenance Services at Kane County Government facilities, and Building Management anticipates service and project needs up to Two Hundred Thousand Dollars (\$200,000) per fiscal year; and

WHEREAS, the responsive and responsible bidder for Generator Maintenance Services is Midwest Power Incorporated of Ringwood, IL; and

WHEREAS, Midwest Power Incorporated will be used on a preventative maintenance and project by project basis; and

WHEREAS, this will be a two (2) year contract, which will begin on the date of contract execution by the County Board and will have three (3) one (1) year extensions, if mutually agreed upon and the Kane County Board approves. Kane County reserves the right to change the commencement and/or end of the contract periods; and

WHEREAS, accordingly, appropriate funds have been budgeted for the FY2023, Building Managements budget; and

WHEREAS, the Contracts call 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 contracts with Midwest Power Incorporated at 4833 Prime Parkway, McHenry, IL 60050 for Generator Maintenance Services on a preventative maintenance and project by project basis for an approved two (2) year term in an amount not to exceed Two Hundred Thousand Dollars (\$200,000) per fiscal year.

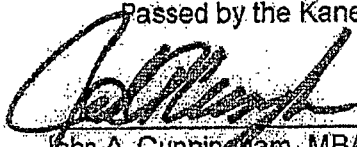
Line Item Description: Various Budgeted Line Items - Contractual

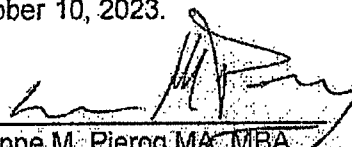
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes

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 October 10, 2023.


John A. Cunningham, MBA, J.D.
Clerk, County Board
Kane County, Illinois


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

Vote:

PASSED

Kane County Solicitation Tabulation
Solicitation Number 23-046
Generator Maintenance Services

Vendor	BID PRICES	
	TOTAL ANNUAL COST	GRAND TOTAL COST FOR 2-YEAR TERM
Midwest Power Incorporated, Ringwood, IL	\$12,205.00	\$24,410.00
Illini Power a Genserv Company, Carol Stream, IL	\$14,919.00	\$29,838.00
Industrial Engine Company, Harvard, IL	\$16,275.00	\$32,550.00
Interstate Power Systems, Carol Stream, IL	\$16,988.75	\$33,977.50
Rush Power Systems, Belvidere, IL	\$19,850.00	\$39,700.00
LionHeart Critical Power Specialists, Huntley, IL	\$23,885.00	\$47,770.00
Alfa Equipment Company, South Elgin, IL	\$25,353.00	\$50,706.00

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



August 3, 2023

PROCUREMENT SYNOPSIS

Requesting Department:	Building Management Department
Procurement Name:	Bid 23-046 Generator Maintenance Services
Recommended Vendor:	Midwest Power Incorporated, Ringwood, IL
Amount of Award:	\$24,410.00

NOTIFICATION AND RESPONSE

Public Notices: Bidnet Direct and The Daily Herald

Advertising Date:	July 6, 2023	Notices sent/Plan Holders: 21/1
Bid Due Date:	July 27, 2023	Bids Received: 7

PURPOSE

This bid is seeking services from a qualified and licensed Contractor to provide comprehensive preventive maintenance services (PM) for backup power generators located at various County facilities. This is an all-inclusive service program for the Kane County Building Management Department. This service contract is for two (2) year term which will begin on the date of contract execution by the Kane County Board and will have three (3) possible (1) year renewal periods if mutually agreed upon by both parties.

Kane County Building Management Department evaluated and compared all bids per specifications and contract requirements and determined that Midwest Power Incorporated of Ringwood, IL was the lowest responsive, responsible bidder for the work to be performed.

Vendor	BID PRICES	
	TOTAL ANNUAL COST	GRAND TOTAL COST FOR 2-YEAR TERM
Midwest Power Incorporated, Ringwood, IL	\$12,205.00	\$24,410.00
Illini Power a Genserv Company, Carol Stream, IL	\$14,919.00	\$29,838.00
Industrial Engine Company, Harvard, IL	\$16,275.00	\$32,550.00
Interstate Power Systems, Carol Stream, IL	\$16,988.75	\$33,977.50
Rush Power Systems, Belvidere, IL	\$19,850.00	\$39,700.00
LionHeart Critical Power Specialists, Huntley, IL	\$23,885.00	\$47,770.00
Alta Equipment Company, South Elgin, IL	\$25,353.00	\$50,706.00

Based on cost, experience, and bid compliance, the Building Management Department recommends awarding the contract for the countywide generator preventive maintenance service program to Midwest Power Incorporated of Ringwood, IL pending committee and full Kane County Board's approval.

Submitted By:
Tony Sperkowski
Buyer III
Kane County Purchasing Department

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

Karin Kietzman, 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: 23-046 GENERATOR MAINTENANCE SERVICES

DATE: July 6, 2023

The County of Kane is accepting competitive sealed bids from qualified and licensed Contractor(s) to provide comprehensive preventive maintenance services (PM) for the County's back-up power generators. This is an all-inclusive service program for the Kane County Building Management Department.

SUBMITTAL REQUIREMENTS: This bid must be submitted electronically through <https://www.bidnetdirect.com/illinois/kanecounty>

- Signed Offer to Contract Form
- References
- Certificate of Insurance
- Contractor Disclosure Statement/Vendor Certification (upon award)
- Familial Disclosure Statement (upon award)
- Prevailing Wage Required

SUBMISSION LOCATION:

County of Kane
Kane County Government Center
Purchasing Department
719 S. Batavia Ave., Bldg. A, Rooms 211, 212 or 214
Geneva, Illinois 60134
8:30 a.m.-4:30 p.m. CST, Monday-Friday

SUBMISSION DATE & TIME:

July 20, 2023 at 2:30 p.m. CST
Bids received after the submittal time will be rejected and returned unopened to the sender.

CONTACT PERSON:

Tony Sperkowski
[**purchasing@co.kane.il.us**](mailto:purchasing@co.kane.il.us)

DISCLAIMER: TO THE EXTENT THAT YOU HAVE OBTAINED THESE BID DOCUMENTS FROM A SOURCE OTHER THAN BID NET 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](https://www.bidnetdirect.com/illinois/kanecounty)

ALL QUESTIONS 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, JULY 13, 2023 AT 4:00 P.M.**, FAX AND E-MAIL ACCEPTED. FAX to (630) 208-5107 or E-mail: **PURCHASING@CO.KANE.IL.US**

**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 Bidnet Direct until the date and time specified at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the County of Kane Purchasing Department. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.
5. **ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The County of Kane reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or accept an alternate bid. The County reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the County, the County has 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.

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

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. 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 information on this program can be located on the County's Web site under Vendor Information on the Finance Department page.

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.

10. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
11. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
12. **TAXES.** Kane County is not subject to Federal Excise Tax. Per certification provided by the State of Illinois Department of Revenue, Kane County is exempt from state and local taxes.
13. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number referenced.
14. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.
15. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency 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.

17. **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.

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 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.

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 Vendor's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Vendor promptly after rejection.

20. **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.

21. 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.

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 (if applicable)

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.

24. **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.
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'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.

27. CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:

- a) The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.
- b) Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Or – Combined Single Limit	\$1,000,000

- i) Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.
- c) Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of not less than the following:

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

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

Aggregate Limits	\$5,000,000
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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.

28. CONTRACTOR DISCLOSURE

- A. Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit. Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval. For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors' corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.
- B. All contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:
- (a) Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement;
 - (b) Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.
 - (c) Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised. Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph (a) above.

- (d) A statement under oath that the applicant has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.
- C. All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.
- D. Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.
- E. Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, 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.

29. 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 inquiries to the Department Head responsible for the procurement. Responses by the Department Head to the inquiries 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. COMPLAINT AND DISPUTE RESOLUTIONS:

The vendor and/or his supervision 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.

35. BID DEPOSIT (ELECTRONIC)

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 Thousand Dollars (\$5,000.00) or 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.

36. EXECUTION OF A PERFORMANCE BOND, PAYMENT BOND & LABOR AND MATERIALS BOND

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.

37. 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.

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 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

39. 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 acknowledges 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 college 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.

SCOPE OF WORK For GENERATOR MAINTENANCE SERVICES

I. OVERVIEW:

The County of Kane is accepting competitive sealed bids from qualified and licensed Contractor(s) to provide comprehensive preventive maintenance service for the County's back-up power generators. This is an all-inclusive service program for the Kane County Building Management Department.

II. INTENT OF SPECIFICATIONS:

The specifications listed below are seeking to identify and retain a qualified and experienced Contractor for the purpose of establishing a service contract to provide a complete preventive maintenance service program for the County's back-up power generators. This is an all-inclusive service program for the Kane County Building Management Department.

III. SCOPE OF WORK:

The following specifications and requirements specified herein are considered the minimum requirements and responsibilities including but not limited to the availability of technician, equipment replacement parts and accessories, experience and other resources and capacity to successfully perform the required services.

The scope of services and requirements as listed below are for evaluation and comparison purpose only, and to assist the County in making an informed decision for selection of the most responsive, responsible Contractor to service the County's back-up power generators as specified and including the following:

A. STANDARD SERVICE REQUIREMENTS

1. The Contractors shall provide a comprehensive (PM) service program based on the manufacturer standard maintenance requirement for all County's back-up power generators per specifications. The system (PM) log book or service reports shall be made available upon request.
2. Standard (PM) service program shall include but not limited to the following requirements ensuring safe and reliable operation meeting manufacturer's regulations and compliance for safety measures.
 - General Inspection
 - Lubrication Service
 - Cooling System Service
 - Fuel System Service
 - Air Intake Service
 - Servicing, Testing Starting Batteries and ATS systems/switch
 - Regular Generator Engine Exercise
 - Load Bank Testing (as-needed per manufacturers recommendation)
 - Lab analysis on oil, coolant, and fuel sample
 - Verifying control panel indicator and reading for optimal performance

3. The Contractors are encouraged to submit or tailored comprehensive (PM) service program that meets or exceeds the above listed standard requirements and shall list their service recommendation and offer, if different.
4. The County will review and evaluate alternates/options of comprehensive service program proposed by the Vendor that meet or exceed manufacturer recommendation and/or which will result in cost saving, optimal service and performance, and other value added services.
5. Contractor shall provide a sample of their service ticket and billing process.
6. Contractor shall provide the following contact information.
 - Customer Service/General Contact Information
 - Service or account representative assigned to the County
 - Billing & Invoicing questions
 - Operation or Supervisor
 - 24-hour answering service

B. SCOPE OF SERVICES

The Contractor is required to coordinate and schedule all planned services and report of any recommended repairs to the County's building supervisor or a representative (TBA) per each location.

1. GENERAL INSPECTION SERVICE

Frequency of Services Required – Twice a Year

- A. Thorough visual inspection of the following systems:
 - Fuel System
 - Cooling System
 - Lubrication System
 - Starting System including batteries, ATS systems/switch
 - Air Induction System
 - Engine Monitors and Safety Controls
- B. Perform operational testing and record all data.
- C. Provide inspection reports with recommendations for needed repairs, upgrade or part replacement.

2. GENERAL MAINTENANCE SERVICE

Frequency of Services Required – Once a Year

- A. Replace and dispose of lube oil and filters.
- B. Replace and dispose of fuel filters.
- C. Perform a comprehensive inspection of the control panel and calibrate gauges, and ATS switch if necessary.
- D. Inspect turbochargers and monitor the intake and exhaust valves for adjustments.
- E. Inspect alternator assembly.

- F. Perform laboratory analysis on oil, coolant and fuel samples.
G. Perform a Generator Load Bank Test – Minimum two hour 100% load rating. The Load Bank Test is on an as-needed basis.

C. LOCATIONS & EQUIPMENT LIST

LOCATION NUMBER/DEPARTMENT		GENERATOR/EQUIPMENT - UNIT NUMBER
1	Kane County Government Center 719 S. Batavia Ave. Bldg. A, B, C & (E) Geneva, IL 60134. (Building E – might be moving to a new location (TBA), on or about spring of 2024). Additional charges and services to be added upon request.	Unit #1 – Katolight (Bldg. B – Info Technology Dept.) Engine: Volvo Penta Engine M/N:TAD 1630GE Engine S/N: 2160035629 Generator M/N: WA522224 60604 ATS-GE/Zenith
		Unit #2 – Kohler (Bldg. C&E) Engine: Detroit Diesel Engine M/N: 06R1023561 Engine S/N: 2248592 Generator M/N: 450REOZDD
		Unit #3 – Kohler (Bldg. A) Genset Model: 500REOZJ Spec Number: GM76157-GA2 Serial Number: 33GKGMHP0002 Material: 500REOZJ-CP1
2	Kane County Multi Use Building 37W699 IL RT 38 St. Charles, IL 60175	Unit #4 – Generac Generator S/N: 3006232593 Generator M/N: SD230 / SD0230GG178.7D18HPSY3
3	Kane County Judicial Center 37W777 Rt. 38 St. Charles, IL 60175	Unit #5 - Kohler Engine M/N: 500R0ZD71 Engine S/N: 293469 ATS-(2) Kohler
4	Kane County Adult Correction Facility at 37W755 Rt. 38 St. Charles, IL 60175	Unit #6 - Caterpillar Engine M/N: GS338 Engine S/N: G7A01574 ATS-(3) Asco/Fire Pump
5	Kane County Juvenile Justice Center at 37W755 Rt. 38 St. Charles, IL 60175	Unit #7 - Spectrum Generator M/N: 250DS60 191236-71ASt. Generator S/N: 378948 ATS-Spectrum
6	Kane County Division of Transportation at 41W011 Burlington Rd. St. Charles, IL 60175	Unit #8 (KDOT Gen #1) – 2022 Generac Complex Generator 80-150 KW Model: SG150 S/N: 301377593

		Unit #9 (KDOT Gen #2) – 2022 Generac Complex Generator 80-150 KW Model: SG150 S/N: 3012387368
		Unit #10 (KDOT Gen #3) –2015 Kohler 100REZGD S/N: SGM32DNN8
	Kane County Circuit Clerk's Office and Branch Court at 540 S. Randall Rd., St. Charles, IL 60175	Unit #11 (Circuit Gen #1) - Katolight Engine: John Deere Engine M/N:125L Engine S/N: RG6125H031807 Generator M/N: D300FRJ4 Generator S/N: WA53569586696-0103 ATS-GE/Zenith
		Unit #12 (Circuit Gen #2) – Generac Engine: BECO Engine M/N: F4GE9485A Engine S/N: J600-0789507 Generator M/N: 12600800100 Generator S/N: 2108551
8	Kane County Health Department at 1240 N. Highland Ave., Aurora, IL 60506	Unit #13 – Briggs & Stratton Engine: Briggs & Stratton Engine M/N:1BSXS.6272HW Engine S/N: 274869 Generator M/N: 01815 Generator S/N: 1011580990

IV. SPECIAL CONDITONS

A. CONTRACT

This service contract shall be for a two (2) year term which will begin on the date of contract execution by the Kane County Board and will have three (3) possible (1) year renewal periods if mutually agreed upon by both parties. The pricing (All-Inclusive) shall remain firm for the term of the contract. Kane County reserves the right to renegotiate the scope of work to meet its budgetary demands and the right to add additional services if mutually agreed upon by both parties.

B. BID PRICING:

Pricing shall be all-inclusive for the specified preventive maintenance service program. 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 comprehensive (PM) services to all

County's power generators unless specified directly on the Offer to Contract Form or with a prior approval by the County Project's Coordinator.

Kane County will not pay for any unauthorized or cost increase for any services to generators listed after awarded of contract. Vendor must notify the County or its supervisor and/or the Purchasing Department of any changes, and recommended repairs/services required, that are not covered under the service contract. All additional or recommended repairs must be approved before the start of work.

The Vendors shall make Kane County aware of all programs (e.g., manufacturer incentives, warranty, alternate service program, supply items, etc.) that can be offered to the County for an additional cost savings. All authorized repair/service on an as-needs basis shall be billed separately.

C. 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 services if it is in the best interest of the County to do so and to compare or accept pricing of all known cooperative 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. The County does not guarantee purchase or service quantities.

D. SITE-VISIT

There is no site visit or Vendor's conference scheduled, however bidders may visit the site on their own and can arrange by contacting Brent Braski of Kane County Building Management Department at (815)208-5175. ***All questions are required to be submitted to the Purchasing Department in writing via fax or e-mail prior to the deadline.***

E. RESPONSE INSTRUCTIONS:

Offer to Contract Form

Vendors are required to use the Offer to Contract Form to submit a response. This form must be signed and the bond must be included along with required references.

One (1) original bid response with all the required submittal documents must be submitted electronically to <https://www.bidnetdirect.com/illinois/kanecounty> and one (1) redacted copy marked as "**Redacted Copy**" (if applicable) to comply with the Illinois Freedom of Information Act. Please upload your complete bid response through Bidnet Direct prior to the due date and time.

Your bid response must be submitted prior to the deadline of **July 20, 2023 at 2:30 p.m. CST** to:

County of Kane

Purchasing Department
719 South Batavia Avenue, Bldg. A
Rooms 211, 212 or 214
Geneva, IL 60134
8:30 a.m.-4:30 p.m. CST, Monday-Friday

BIDS MUST BE SUBMITTED ELECTRONICALLY AT

[HTTPS://WWW.BIDNETDIRECT.COM/ILLINOIS/KANECOUNTY](https://www.bidnetdirect.com/illinois/kanecounty)

**KANE COUNTY
OFFER TO CONTRACT FORM
BID 23-046
GENERATOR MAINTENANCE SERVICES**

Bid Due Date & Time: July 20, 2023 at 2:30 p.m. CST

To: County of Kane Purchasing Department
Kane County Government Center
Bldg. 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: _____

- 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._____, 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.

III. BID PRICES:

Understanding the specifications of all power generators and specified scope of services and requirements, our all-inclusive cost for the comprehensive preventive maintenance service program for the Kane County generators are as follows:

LOCATION NUMBER/DEPARTMENT		GENERATOR/EQUIPMENT - UNIT NUMBER	TOTAL ANNUAL COST
1	Kane County Government Center 719 S. Batavia Ave. Bldg. A, B, C & (E) Geneva, IL 60134. <i>(Building E – might be moving to a new location (TBA), on or about spring of 2024). Additional charges and services to be added upon request.</i>	Unit #1 – Katolight (Bldg. B – Info Technology Dept.) Engine: Volvo Penta Engine M/N:TAD 1630GE Engine S/N: 2160035629 Generator M/N: WA522224 60604 ATS-GE/Zenith	\$: _____
		Unit #2 – Kohler (Bldg. C&E) Engine: Detroit Diesel Engine M/N: 06R1023561 Engine S/N: 2248592 Generator M/N: 450REOZDD	\$: _____
		Unit #3 – Kohler (Bldg. A) Genset Model: 500REOZJ Spec Number: GM76157-GA2 Serial Number: 33GKGMHP0002 Material: 500REOZJ-CP1	\$: _____
2	Kane County Multi Use Building 37W699 IL RT 38 St. Charles, IL 60175	Unit #4 – Generac Generator S/N: 3006232593 Generator M/N: SD230 / SD0230GG178.7D18HPSY3	\$: _____
3	Kane County Judicial Center 37W777 Rt. 38 St. Charles, IL 60175	Unit #5 - Kohler Engine M/N: 500R0ZD71 Engine S/N: 293469 ATS-(2) Kohler	\$: _____
4	Kane County Adult Correction Facility at 37W755 Rt. 38 St. Charles, IL 60175	Unit #6 - Caterpillar Engine M/N: GS338 Engine S/N: G7A01574 ATS-(3) Asco/Fire Pump	\$: _____
5	Kane County Juvenile Justice Center at 37W755 Rt. 38 St. Charles, IL 60175	Unit #7 - Spectrum Generator M/N: 250DS60 191236- 71ASt. Generator S/N: 378948 ATS-Spectrum	\$: _____
6	Kane County Division of Transportation at 41W011 Burlington Rd. St. Charles, IL 60175	Unit #8 (KDOT Gen #1) 2022 Generac Complex Generator 80-150KW MODEL:SG150 S/N:301377593	\$: _____
		Unit #9 (KDOT Gen #2) 2022 Generac Complex Generator 80-150KW MODEL:SG150 S/N:3012387368	\$: _____

		Unit #10 (KDOT Gen #3) 2015 KOHLER MODEL - 100REZGD SERIAL NUMBER - SGM32DNN8	\$: _____
7	Kane County Circuit Clerk's Office and Branch Court at 540 S. Randall Rd., St. Charles, IL 60175	Unit #11 (Circuit Gen #1) - Katolight Engine: John Deere Engine M/N:125L Engine S/N: RG6125H031807 Generator M/N: D300FRJ4 Generator S/N: WA53569586696-0103 ATS-GE/Zenith	\$: _____
		Unit #12 (Circuit Gen #2) – Generac Engine: BECO Engine M/N: F4GE9485A Engine S/N: J600-0789507 Generator M/N: 12600800100 Generator S/N: 2108551	\$: _____
8	Kane County Health Department at 1240 N. Highland Ave., Aurora, IL 60506	Unit #13 – Briggs & Stratton Engine: Briggs & Stratton Engine M/N:1BSXS.6272HW Engine S/N: 274869 Generator M/N: 01815 Generator S/N: 1011580990	\$: _____

A. UNIT COST:

Part Discount Percentage (Contract Term): _____%

Part Mark-Up Percentage (Contract Term): _____%

If additional work or emergency repair service is needed outside of this general maintenance agreement, please list below additional billing rates.

Labor Rate Mon-Fri 8 AM – 4 PM: \$ _____/hour

Weekend/After Hours Rate: \$ _____/hour

Holiday Rate: \$ _____/hour

Travel Rate: \$ _____/hour

The Vendors shall provide service response time after initial contact for an additional work or emergency service repair:

A. Service repair non-critical: within _____ hours.

B. Critical service repair: within _____ hours.

B. OPTION YEAR:

The Vendors shall indicate if cost can be held firm for Year (3): Yes / No, Year (4): Yes / No, Year (5): Yes / No.

If no, please indicates maximum cost increase for year 3 to 5: ____%, ____%, ____%

Bid Prices:

The pricing and above unit cost shall remain firm for the term of the contract. Any additional recommended services for existing or new generators not covered under this agreement shall be approved before work begins.

In additions to cost as specified per scope of service and as listed in the Offer to Contract Form, Vendors are allowed to provide an additional detailed pricing matrix or line item pricing for each generator (i.e., cost for oil change with inspection, inspection only, fuel analysis, oil analysis, coolant analysis, 2 hours load bank test, control panel, fuel system, operation test, starting system, switches, air induction/exhaust system, and any others recommended service) and submit as an exhibit to the Offer to Contract Form and if approved the cost matrix will be included as part of the service contract. The line item pricing sheet can be based on Vendor's own quote format or form and shall cover all specified services.

Vendors shall sign, date, and attached their line item pricing sheet to the Offer to Contract Form.

ADDITIONAL COMMENT:

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 MUST SIGN THIS SECTION.**

Signature _____ Typed Signature _____
Company _____
Address/City/State _____
Phone # _____ Fax # _____ E-mail _____
Federal I.D./Social Security # _____ Date _____

ACCEPTANCE

The Offer is hereby accepted for the described Generator Maintenance 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.

This contract shall henceforth be referred to as Contract Number 23-046. 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
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) | ☐ Veteran-owned Business Enterprise (VBE) |
| ☐ Woman-owned Business (WBE) | ☐ Service-Disabled Veteran-owned Business Enterprise (SDVBE) |
| ☐ Business Enterprise Program (BEP) | ☐ Veteran-owned Small Business (VOSB) |
| ☐ Small Disadvantaged Business (SDB) | ☐ Persons with Disabilities-owned Business Enterprises (PDBE) |
| ☐ Kane County Local Business | ☐ N/A – These categories do not apply to my business |

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

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 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 _____ Signature _____

Company _____

Address _____

Phone# _____ Fax # _____

Federal I.D./Social Security# _____ Date _____

JOINT PURCHASING AGREEMENT

Illinois revised statutes, 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 Statutes, 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 as 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.

REFERENCES
GENERATOR MAINTENANCE 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: _____

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: _____

BID SUBMITTAL CHECK LIST

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

_____: SIGNED BID OFFER TO CONTRACT FORM with all supporting documents (pages 28-37).

_____: VENDORS DISCLOSURE STATEMENT (See attached sample, a mandatory submittal if award of contract)

_____: VENDORS FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT
(See attached sample, a 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 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 contract)

_____: REFERENCES & CONTACT INFORMATION

_____: ONE (1) ORIGINAL BID, MUST BE SUBMITTED ELECTRONICALLY THROUGH BIDNET DIRECT.

Vendor/Agency: _____

Address/City/State: _____

Phone # _____ Fax # _____



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 50%
456 Second Street
Geneva, IL 60134

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

Officer
Title

Date

Subscribed and Sworn this _____ day of _____, 2023

Notary Public



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
Title

Date

Subscribed and Sworn this _____ day of _____, 2023

Notary Public

NO-BID/RFP/RFQ RESPONSE

RFP 23-046

Generator Maintenance 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@co.kane.il.us

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

Karin Kietzman, 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: 23-046 GENERATOR MAINTENANCE SERVICES

DATE: July 6, 2023

The County of Kane is accepting competitive sealed bids from qualified and licensed Contractor(s) to provide comprehensive preventive maintenance services (PM) for the County's back-up power generators. This is an all-inclusive service program for the Kane County Building Management Department.

SUBMITTAL REQUIREMENTS: This bid must be submitted electronically through <https://www.bidnetdirect.com/illinois/kanecounty>

- Signed Offer to Contract Form
- References
- Certificate of Insurance
- Contractor Disclosure Statement/Vendor Certification (upon award)
- Familial Disclosure Statement (upon award)
- Prevailing Wage Required

SUBMISSION LOCATION:

County of Kane
Kane County Government Center
Purchasing Department
719 S. Batavia Ave., Bldg. A, Rooms 211, 212 or 214
Geneva, Illinois 60134
8:30 a.m.-4:30 p.m. CST, Monday-Friday

SUBMISSION DATE & TIME:

July 20, 2023 at 2:30 p.m. CST
Bids received after the submittal time will be rejected and returned unopened to the sender.

CONTACT PERSON:

Tony Sperkowski
[**purchasing@co.kane.il.us**](mailto:purchasing@co.kane.il.us)

DISCLAIMER: TO THE EXTENT THAT YOU HAVE OBTAINED THESE BID DOCUMENTS FROM A SOURCE OTHER THAN BID NET 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](https://www.bidnetdirect.com/illinois/kanecounty)

ALL QUESTIONS 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, JULY 13, 2023 AT 4:00 P.M.**, FAX AND E-MAIL ACCEPTED. FAX to (630) 208-5107 or E-mail: **PURCHASING@CO.KANE.IL.US**

**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 Bidnet Direct until the date and time specified at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the County of Kane Purchasing Department. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.
5. **ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The County of Kane reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or accept an alternate bid. The County reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the County, the County has 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.

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

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. 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 information on this program can be located on the County's Web site under Vendor Information on the Finance Department page.

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.

10. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
11. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
12. **TAXES.** Kane County is not subject to Federal Excise Tax. Per certification provided by the State of Illinois Department of Revenue, Kane County is exempt from state and local taxes.
13. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number referenced.
14. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.
15. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made

by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

16. **VARIANCES.** State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.

17. **INDEMNIFICATION.** The 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.

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 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.

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 Vendor's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Vendor promptly after rejection.

20. **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.

21. 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.

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 *(if applicable)*

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.

24. **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.
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'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.

27. CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:

- a) The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.
- b) Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Or – Combined Single Limit	\$1,000,000

- i) Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.
- c) Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of not less than the following:

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

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

- e) Umbrella Liability:

Aggregate Limits	\$5,000,000
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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.

28. CONTRACTOR DISCLOSURE

- A. Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit. Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval. For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors' corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.
- B. All contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:
 - (a) Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement;
 - (b) Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.
 - (c) Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised. Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph (a) above.

- (d) A statement under oath that the applicant has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.
- C. All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.
- D. Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.
- E. Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. COMPLAINT AND DISPUTE RESOLUTIONS:

The vendor and/or his supervision 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.

35. BID DEPOSIT (ELECTRONIC)

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 Thousand Dollars (\$5,000.00) or 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.

36. EXECUTION OF A PERFORMANCE BOND, PAYMENT BOND & LABOR AND MATERIALS BOND

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.

37. 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.

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 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

39. 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 acknowledges 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 college 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.

SCOPE OF WORK For GENERATOR MAINTENANCE SERVICES

I. OVERVIEW:

The County of Kane is accepting competitive sealed bids from qualified and licensed Contractor(s) to provide comprehensive preventive maintenance service for the County's back-up power generators. This is an all-inclusive service program for the Kane County Building Management Department.

II. INTENT OF SPECIFICATIONS:

The specifications listed below are seeking to identify and retain a qualified and experienced Contractor for the purpose of establishing a service contract to provide a complete preventive maintenance service program for the County's back-up power generators. This is an all-inclusive service program for the Kane County Building Management Department.

III. SCOPE OF WORK:

The following specifications and requirements specified herein are considered the minimum requirements and responsibilities including but not limited to the availability of technician, equipment replacement parts and accessories, experience and other resources and capacity to successfully perform the required services.

The scope of services and requirements as listed below are for evaluation and comparison purpose only, and to assist the County in making an informed decision for selection of the most responsive, responsible Contractor to service the County's back-up power generators as specified and including the following:

A. STANDARD SERVICE REQUIREMENTS

1. The Contractors shall provide a comprehensive (PM) service program based on the manufacturer standard maintenance requirement for all County's back-up power generators per specifications. The system (PM) log book or service reports shall be made available upon request.

2. Standard (PM) service program shall include but not limited to the following requirements ensuring safe and reliable operation meeting manufacturer's regulations and compliance for safety measures.

- General Inspection
- Lubrication Service
- Cooling System Service
- Fuel System Service
- Air Intake Service
- Servicing, Testing Starting Batteries and ATS systems/switch
- Regular Generator Engine Exercise
- Load Bank Testing (as-needed per manufacturers recommendation)
- Lab analysis on oil, coolant, and fuel sample
- Verifying control panel indicator and reading for optimal performance

3. The Contractors are encouraged to submit or tailored comprehensive (PM) service program that meets or exceeds the above listed standard requirements and shall list their service recommendation and offer, if different.
4. The County will review and evaluate alternates/options of comprehensive service program proposed by the Vendor that meet or exceed manufacturer recommendation and/or which will result in cost saving, optimal service and performance, and other value added services.
5. Contractor shall provide a sample of their service ticket and billing process.
6. Contractor shall provide the following contact information.
 - Customer Service/General Contact Information
 - Service or account representative assigned to the County
 - Billing & Invoicing questions
 - Operation or Supervisor
 - 24-hour answering service

B. SCOPE OF SERVICES

The Contractor is required to coordinate and schedule all planned services and report of any recommended repairs to the County's building supervisor or a representative (TBA) per each location.

1. GENERAL INSPECTION SERVICE

Frequency of Services Required – Twice a Year

- A. Thorough visual inspection of the following systems:
 - Fuel System
 - Cooling System
 - Lubrication System
 - Starting System including batteries, ATS systems/switch
 - Air Induction System
 - Engine Monitors and Safety Controls
- B. Perform operational testing and record all data.
- C. Provide inspection reports with recommendations for needed repairs, upgrade or part replacement.

2. GENERAL MAINTENANCE SERVICE

Frequency of Services Required – Once a Year

- A. Replace and dispose of lube oil and filters.
- B. Replace and dispose of fuel filters.
- C. Perform a comprehensive inspection of the control panel and calibrate gauges, and ATS switch if necessary.
- D. Inspect turbochargers and monitor the intake and exhaust valves for adjustments.
- E. Inspect alternator assembly.

- F. Perform laboratory analysis on oil, coolant and fuel samples.
G. Perform a Generator Load Bank Test – Minimum two hour 100% load rating. The Load Bank Test is on an as-needed basis.

C. LOCATIONS & EQUIPMENT LIST

LOCATION NUMBER/DEPARTMENT		GENERATOR/EQUIPMENT - UNIT NUMBER
1	Kane County Government Center 719 S. Batavia Ave. Bldg. A, B, C & (E) Geneva, IL 60134. <i>(Building E – might be moving to a new location (TBA), on or about spring of 2024). Additional charges and services to be added upon request.</i>	Unit #1 – Katolight (Bldg. B – Info Technology Dept.) Engine: Volvo Penta Engine M/N:TAD 1630GE Engine S/N: 2160035629 Generator M/N: WA522224 60604 ATS-GE/Zenith
		Unit #2 – Kohler (Bldg. C&E) Engine: Detroit Diesel Engine M/N: 06R1023561 Engine S/N: 2248592 Generator M/N: 450REOZDD
		Unit #3 – Kohler (Bldg. A) Genset Model: 500REOZJ Spec Number: GM76157-GA2 Serial Number: 33GKGMHP0002 Material: 500REOZJ-CP1
2	Kane County Multi Use Building 37W699 IL RT 38 St. Charles, IL 60175	Unit #4 – Generac Generator S/N: 3006232593 Generator M/N: SD230 / SD0230GG178.7D18HPSY3
3	Kane County Judicial Center 37W777 Rt. 38 St. Charles, IL 60175	Unit #5 - Kohler Engine M/N: 500R0ZD71 Engine S/N: 293469 ATS-(2) Kohler
4	Kane County Adult Correction Facility at 37W755 Rt. 38 St. Charles, IL 60175	Unit #6 - Caterpillar Engine M/N: GS338 Engine S/N: G7A01574 ATS-(3) Asco/Fire Pump
5	Kane County Juvenile Justice Center at 37W755 Rt. 38 St. Charles, IL 60175	Unit #7 - Spectrum Generator M/N: 250DS60 191236-71ASt. Generator S/N: 378948 ATS-Spectrum
6	Kane County Division of Transportation at 41W011 Burlington Rd. St. Charles, IL 60175	Unit #8 (KDOT Gen #1) – 2022 Generac Complex Generator 80-150 KW Model: SG150 S/N: 301377593

		Unit #9 (KDOT Gen #2) – 2022 Generac Complex Generator 80-150 KW Model: SG150 S/N: 3012387368
		Unit #10 (KDOT Gen #3) –2015 Kohler 100REZGD S/N: SGM32DNN8
	Kane County Circuit Clerk's Office and Branch Court at 540 S. Randall Rd., St. Charles, IL 60175	Unit #11 (Circuit Gen #1) - Katolight Engine: John Deere Engine M/N:125L Engine S/N: RG6125H031807 Generator M/N: D300FRJ4 Generator S/N: WA53569586696-0103 ATS-GE/Zenith
		Unit #12 (Circuit Gen #2) – Generac Engine: BECO Engine M/N: F4GE9485A Engine S/N: J600-0789507 Generator M/N: 12600800100 Generator S/N: 2108551
8	Kane County Health Department at 1240 N. Highland Ave., Aurora, IL 60506	Unit #13 – Briggs & Stratton Engine: Briggs & Stratton Engine M/N:1BSXS.6272HW Engine S/N: 274869 Generator M/N: 01815 Generator S/N: 1011580990

IV. SPECIAL CONDITONS

A. CONTRACT

This service contract shall be for a two (2) year term which will begin on the date of contract execution by the Kane County Board and will have three (3) possible (1) year renewal periods if mutually agreed upon by both parties. The pricing (All-Inclusive) shall remain firm for the term of the contract. Kane County reserves the right to renegotiate the scope of work to meet its budgetary demands and the right to add additional services if mutually agreed upon by both parties.

B. BID PRICING:

Pricing shall be all-inclusive for the specified preventive maintenance service program. 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 comprehensive (PM) services to all

County's power generators unless specified directly on the Offer to Contract Form or with a prior approval by the County Project's Coordinator.

Kane County will not pay for any unauthorized or cost increase for any services to generators listed after awarded of contract. Vendor must notify the County or its supervisor and/or the Purchasing Department of any changes, and recommended repairs/services required, that are not covered under the service contract. All additional or recommended repairs must be approved before the start of work.

The Vendors shall make Kane County aware of all programs (e.g., manufacturer incentives, warranty, alternate service program, supply items, etc.) that can be offered to the County for an additional cost savings. All authorized repair/service on an as-needs basis shall be billed separately.

C. 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 services if it is in the best interest of the County to do so and to compare or accept pricing of all known cooperative 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. The County does not guarantee purchase or service quantities.

D. SITE-VISIT

There is no site visit or Vendor's conference scheduled, however bidders may visit the site on their own and can arrange by contacting Brent Braski of Kane County Building Management Department at (815)208-5175. ***All questions are required to be submitted to the Purchasing Department in writing via fax or e-mail prior to the deadline.***

E. RESPONSE INSTRUCTIONS:

Offer to Contract Form

Vendors are required to use the Offer to Contract Form to submit a response. This form must be signed and the bond must be included along with required references.

One (1) original bid response with all the required submittal documents must be submitted electronically to <https://www.bidnetdirect.com/illinois/kanecounty> and one (1) redacted copy marked as "**Redacted Copy**" (if applicable) to comply with the Illinois Freedom of Information Act. Please upload your complete bid response through Bidnet Direct prior to the due date and time.

Your bid response must be submitted prior to the deadline of **July 20, 2023 at 2:30 p.m. CST** to:

County of Kane

Purchasing Department
719 South Batavia Avenue, Bldg. A
Rooms 211, 212 or 214
Geneva, IL 60134
8:30 a.m.-4:30 p.m. CST, Monday-Friday

BIDS MUST BE SUBMITTED ELECTRONICALLY AT

[HTTPS://WWW.BIDNETDIRECT.COM/ILLINOIS/KANECOUNTY](https://www.bidnetdirect.com/illinois/kanecounty)

**KANE COUNTY
OFFER TO CONTRACT FORM
BID 23-046
GENERATOR MAINTENANCE SERVICES**

Bid Due Date & Time: July 20, 2023 at 2:30 p.m. CST

To: County of Kane Purchasing Department
Kane County Government Center
Bldg. 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: _____

- 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._____, 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.

III. BID PRICES:

Understanding the specifications of all power generators and specified scope of services and requirements, our all-inclusive cost for the comprehensive preventive maintenance service program for the Kane County generators are as follows:

LOCATION NUMBER/DEPARTMENT	GENERATOR/EQUIPMENT - UNIT NUMBER	TOTAL ANNUAL COST
1	Kane County Government Center 719 S. Batavia Ave. Bldg. A, B, C & (E) Geneva, IL 60134. <i>(Building E – might be moving to a new location (TBA), on or about spring of 2024). Additional charges and services to be added upon request.</i>	Unit #1 – Katolight (Bldg. B – Info Technology Dept.) Engine: Volvo Penta Engine M/N:TAD 1630GE Engine S/N: 2160035629 Generator M/N: WA522224 60604 ATS-GE/Zenith
	Unit #2 – Kohler (Bldg. C&E) Engine: Detroit Diesel Engine M/N: 06R1023561 Engine S/N: 2248592 Generator M/N: 450REOZDD	
	Unit #3 – Kohler (Bldg. A) Genset Model: 500REOZJ Spec Number: GM76157-GA2 Serial Number: 33GKGMHP0002 Material: 500REOZJ-CP1	
2	Kane County Multi Use Building 37W699 IL RT 38 St. Charles, IL 60175	Unit #4 – Generac Generator S/N: 3006232593 Generator M/N: SD230 / SD0230GG178.7D18HPSY3
3	Kane County Judicial Center 37W777 Rt. 38 St. Charles, IL 60175	Unit #5 - Kohler Engine M/N: 500R0ZD71 Engine S/N: 293469 ATS-(2) Kohler
4	Kane County Adult Correction Facility at 37W755 Rt. 38 St. Charles, IL 60175	Unit #6 - Caterpillar Engine M/N: GS338 Engine S/N: G7A01574 ATS-(3) Asco/Fire Pump
5	Kane County Juvenile Justice Center at 37W755 Rt. 38 St. Charles, IL 60175	Unit #7 - Spectrum Generator M/N: 250DS60 191236- 71ASt. Generator S/N: 378948 ATS-Spectrum
6	Kane County Division of Transportation at 41W011 Burlington Rd. St. Charles, IL 60175	Unit #8 (KDOT Gen #1) 2022 Generac Complex Generator 80-150KW MODEL:SG150 S/N:301377593
		Unit #9 (KDOT Gen #2) 2022 Generac Complex Generator 80-150KW MODEL:SG150 S/N:3012387368

		Unit #10 (KDOT Gen #3) 2015 KOHLER MODEL - 100REZGD SERIAL NUMBER - SGM32DNN8	\$: _____
7	Kane County Circuit Clerk's Office and Branch Court at 540 S. Randall Rd., St. Charles, IL 60175	Unit #11 (Circuit Gen #1) - Katolight Engine: John Deere Engine M/N:125L Engine S/N: RG6125H031807 Generator M/N: D300FRJ4 Generator S/N: WA53569586696-0103 ATS-GE/Zenith	\$: _____
		Unit #12 (Circuit Gen #2) – Generac Engine: BECO Engine M/N: F4GE9485A Engine S/N: J600-0789507 Generator M/N: 12600800100 Generator S/N: 2108551	\$: _____
8	Kane County Health Department at 1240 N. Highland Ave., Aurora, IL 60506	Unit #13 – Briggs & Stratton Engine: Briggs & Stratton Engine M/N:1BSXS.6272HW Engine S/N: 274869 Generator M/N: 01815 Generator S/N: 1011580990	\$: _____

A. UNIT COST:

Part Discount Percentage (Contract Term): _____%

Part Mark-Up Percentage (Contract Term): _____%

If additional work or emergency repair service is needed outside of this general maintenance agreement, please list below additional billing rates.

Labor Rate Mon-Fri 8 AM – 4 PM: \$ _____/hour

Weekend/After Hours Rate: \$ _____/hour

Holiday Rate: \$ _____/hour

Travel Rate: \$ _____/hour

The Vendors shall provide service response time after initial contact for an additional work or emergency service repair:

A. Service repair non-critical: within _____ hours.

B. Critical service repair: within _____ hours.

B. OPTION YEAR:

The Vendors shall indicate if cost can be held firm for Year (3): Yes / No, Year (4): Yes / No, Year (5): Yes / No.

If no, please indicates maximum cost increase for year 3 to 5: ____%, ____%, ____%

Bid Prices:

The pricing and above unit cost shall remain firm for the term of the contract. Any additional recommended services for existing or new generators not covered under this agreement shall be approved before work begins.

In additions to cost as specified per scope of service and as listed in the Offer to Contract Form, Vendors are allowed to provide an additional detailed pricing matrix or line item pricing for each generator (i.e., cost for oil change with inspection, inspection only, fuel analysis, oil analysis, coolant analysis, 2 hours load bank test, control panel, fuel system, operation test, starting system, switches, air induction/exhaust system, and any others recommended service) and submit as an exhibit to the Offer to Contract Form and if approved the cost matrix will be included as part of the service contract. The line item pricing sheet can be based on Vendor's own quote format or form and shall cover all specified services.

Vendors shall sign, date, and attached their line item pricing sheet to the Offer to Contract Form.

ADDITIONAL COMMENT:

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 MUST SIGN THIS SECTION.**

Signature _____ Typed Signature _____
Company _____
Address/City/State _____
Phone # _____ Fax # _____ E-mail _____
Federal I.D./Social Security # _____ Date _____

ACCEPTANCE

The Offer is hereby accepted for the described Generator Maintenance 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.

This contract shall henceforth be referred to as Contract Number 23-**046**. 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
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) | ☐ Veteran-owned Business Enterprise (VBE) |
| ☐ Woman-owned Business (WBE) | ☐ Service-Disabled Veteran-owned Business Enterprise (SDVBE) |
| ☐ Business Enterprise Program (BEP) | ☐ Veteran-owned Small Business (VOSB) |
| ☐ Small Disadvantaged Business (SDB) | ☐ Persons with Disabilities-owned Business Enterprises (PDBE) |
| ☐ Kane County Local Business | ☐ N/A – These categories do not apply to my business |

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

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 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 _____ Signature _____

Company _____

Address _____

Phone# _____ Fax # _____

Federal I.D./Social Security# _____ Date _____

JOINT PURCHASING AGREEMENT

Illinois revised statutes, 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 Statutes, 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 as 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.

REFERENCES
GENERATOR MAINTENANCE 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: _____

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: _____

BID SUBMITTAL CHECK LIST

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

_____: SIGNED BID OFFER TO CONTRACT FORM with all supporting documents (pages 28-37).

_____: VENDORS DISCLOSURE STATEMENT (See attached sample, a mandatory submittal if award of contract)

_____: VENDORS FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT
(See attached sample, a 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 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 contract)

_____: REFERENCES & CONTACT INFORMATION

_____: ONE (1) ORIGINAL BID, MUST BE SUBMITTED ELECTRONICALLY THROUGH BIDNET DIRECT.

Vendor/Agency: _____

Address/City/State: _____

Phone # _____ Fax # _____



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 50%
456 Second Street
Geneva, IL 60134

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

Officer
Title

Date

Subscribed and Sworn this _____ day of _____, 2023

Notary Public



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
Title

Date

Subscribed and Sworn this _____ day of _____, 2023

Notary Public

NO-BID/RFP/RFQ RESPONSE

RFP 23-046

Generator Maintenance 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@co.kane.il.us

**KANE COUNTY
OFFER TO CONTRACT FORM
BID 23-046
GENERATOR MAINTENANCE SERVICES**

Bid Due Date & Time: July 20, 2023 at 2:30 p.m. CST

To: County of Kane Purchasing Department
Kane County Government Center
Bldg. 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: Midwest Power Industry 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. 1, No. 2, No. _____, (Contractor to acknowledge addenda here.) *Shelley 7-19-23*
 - 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.

III. BID PRICES:

Understanding the specifications of all power generators and specified scope of services and requirements, our all-inclusive cost for the comprehensive preventive maintenance service program for the Kane County generators are as follows:

LOCATION NUMBER/DEPARTMENT		GENERATOR/EQUIPMENT - UNIT NUMBER	TOTAL ANNUAL COST
1	Kane County Government Center 719 S. Batavia Ave. Bldg. A, B, C & (E) Geneva, IL 60134. <i>(Building E - might be moving to a new location (TBA), on or about spring of 2024). Additional charges and services to be added upon request.</i>	Unit #1 - Katolight (Bldg. B - Info Technology Dept.) Engine: Volvo Penta Engine M/N:TAD 1630GE Engine S/N: 2160035629 Generator M/N: WA522224 60604 ATS-GE/Zenith	\$: <u>1,160⁰⁰</u>
		Unit #2 - Kohler (Bldg. C&E) Engine: Detroit Diesel Engine M/N: 06R1023561 Engine S/N: 2248592 Generator M/N: 450REOZDD	\$: <u>1,140⁰⁰</u>
		Unit #3 - Kohler (Bldg. A) Genset Model: 500REOZJ Spec Number: GM76157-GA2 Serial Number: 33GKGMHP0002 Material: 500REOZJ-CP1	\$: <u>1,245⁰⁰</u>
2	Kane County Multi Use Building 37W699 IL RT 38 St. Charles, IL 60175	Unit #4 - Generac Generator S/N: 3006232593 Generator M/N: SD230 / SD0230GG178.7D18HPSY3	\$: <u>1,015⁰⁰</u>
3	Kane County Judicial Center 37W777 Rt. 38 St. Charles, IL 60175	Unit #5 - Kohler Engine M/N: 500R0ZD71 Engine S/N: 293469 ATS-(2) Kohler	\$: <u>1,140⁰⁰</u>
4	Kane County Adult Correction Facility at 37W755 Rt. 38 St. Charles, IL 60175	Unit #6 - Caterpillar Engine M/N: GS338 Engine S/N: G7A01574 ATS-(3) Asco/Fire Pump	\$: <u>1,150⁰⁰</u>
5	Kane County Juvenile Justice Center at 37W755 Rt. 38 St. Charles, IL 60175	Unit #7 - Spectrum Generator M/N: 250DS60 191236- 71Ast. Generator S/N: 378948 ATS-Spectrum	\$: <u>965⁰⁰</u>
6	Kane County Division of Transportation at 41W011 Burlington Rd. St. Charles, IL 60175	Unit #8 (KDOT Gen #1) 2022 Generac Complex Generator 80-150KW MODEL:SG150 S/N:301377593	\$: <u>590⁰⁰</u>
		Unit #9 (KDOT Gen #2) 2022 Generac Complex Generator 80-150KW MODEL:SG150 S/N:3012387368	\$: <u>590⁰⁰</u>

		Unit #10 (KDOT Gen #3) 2015 KOHLER MODEL - 100REZGD SERIAL NUMBER - SGM32DNN8	\$: <u>590⁰⁰</u>
7	Kane County Circuit Clerk's Office and Branch Court at 540 S. Randall Rd., St. Charles, IL 60175	Unit #11 (Circuit Gen #1) - Katolight Engine: John Deere Engine M/N: 125L Engine S/N: RG6125H031807 Generator M/N: D300FRJ4 Generator S/N: WA53569586696-0103 ATS-GE/Zenith	\$: <u>1,040⁰⁰</u>
		Unit #12 (Circuit Gen #2) - Generac Engine: BECO Engine M/N: F4GE9485A Engine S/N: J600-0789507 Generator M/N: 12600800100 Generator S/N: 2108551	\$: <u>790⁰⁰</u>
8	Kane County Health Department at 1240 N. Highland Ave., Aurora, IL 60506	Unit #13 - Briggs & Stratton Engine: Briggs & Stratton Engine M/N: 1BSXS.6272HW Engine S/N: 274869 Generator M/N: 01815 Generator S/N: 1011580990	\$: <u>790⁰⁰</u>

A. UNIT COST:

Part Discount Percentage (Contract Term): 20 %

Part Mark-Up Percentage (Contract Term): 20 %

If additional work or emergency repair service is needed outside of this general maintenance agreement, please list below additional billing rates.

Labor Rate Mon-Fri 8 AM – 4 PM: \$ 165⁰⁰ /hour

Weekend/After Hours Rate: \$ 247⁵⁰ /hour

Holiday Rate: \$ 330⁰⁰ /hour

Travel Rate: mon-fri \$ 165⁰⁰ /hour Sat-Sun - 247⁵⁰ /hr

The Vendors shall provide service response time after initial contact for an additional work or emergency service repair:

A. Service repair non-critical: within 48 hours.

B. Critical service repair: within 4 hours.

B. OPTION YEAR:

The Vendors shall indicate if cost can be held firm for Year (3): Yes/ No, Year (4): Yes /No
Year (5): Yes /No

If no, please indicates maximum cost increase for year 3 to 5: 0 %, 3 %, 3 %

Bid Prices:

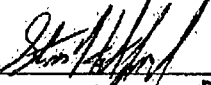
The pricing and above unit cost shall remain firm for the term of the contract. Any additional recommended services for existing or new generators not covered under this agreement shall be approved before work begins.

In additions to cost as specified per scope of service and as listed in the Offer to Contract Form, Vendors are allowed to provide an additional detailed pricing matrix or line item pricing for each generator (i.e., cost for oil change with inspection, inspection only, fuel analysis, oil analysis, coolant analysis, 2 hours load bank test, control panel, fuel system, operation test, starting system, switches, air induction/exhaust system, and any others recommended service) and submit as an exhibit to the Offer to Contract Form and if approved the cost matrix will be included as part of the service contract. The line item pricing sheet can be based on Vendor's own quote format or form and shall cover all specified services.

Vendors shall sign, date, and attached their line item pricing sheet to the Offer to Contract Form.

ADDITIONAL COMMENT:

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 MUST SIGN THIS SECTION.**

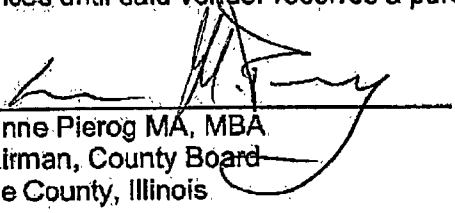
Signature  Typed Signature Steven Hatfield
Company Midwest Power Industry Inc.
Address/City/State 4833 Prime Parkway Mchenry IL 60050
Phone # 815-792-0974 Fax # _____ E-mail Genone1967@gmail.com
Federal I.D./Social Security # 83-0882510 Date 7-24-23

ACCEPTANCE

The Offer is hereby accepted for the described Generator Maintenance 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.

This contract shall henceforth be referred to as Contract Number 23-046. 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
Chairman, County Board
Kane County, Illinois

10/26/23
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) | ☐ Veteran-owned Business Enterprise (VBE) |
| ☐ Woman-owned Business (WBE) | ☐ Service-Disabled Veteran-owned Business Enterprise (SDVBE) |
| ☐ Business Enterprise Program (BEP) | ☐ Veteran-owned Small Business (VOSB) |
| ☐ Small Disadvantaged Business (SDB) | ☐ Persons with Disabilities-owned Business Enterprises (PDDBE) |
| ☐ Kane County Local Business | ☒ N/A – These categories do not apply to my business |

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

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 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 Steven Hatfield Signature Steven Hatfield

Company Midwest Power Industry Inc

Address 4833 Prime Parkway Mchenry IL 60050

Phone# 815-790-0974 Fax # _____

Federal I.D./Social Security# 83-0882510 Date 7-24-23

JOINT PURCHASING AGREEMENT

Illinois revised statutes, 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 Statutes, 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 as 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.

REFERENCES
GENERATOR MAINTENANCE 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: _____

1. Organization: City of Lake Forest
Address: 220 E Deeppath Rd
City, State, Zip Code: Lake Forest IL 60045
Telephone Number: 847-815-4650
Contact Person: John Gullidge
Description of Project: Generator Services Date of Project 2018 Current
E-mail Address: gullidgej@cityoflakeforest.com
2. Organization: Village of Wilmette
Address: 1200 Wilmette Ave Wilmette IL 60091
City, State, Zip Code: Wilmette IL 60091
Telephone Number: 847-431-9947
Contact Person: John Raymaker
Description of Project: Generator Services Date of Project 2019 Current
E-Mail Address: raymakerj@wilmette.com
3. Organization: Village of Mount Prospect
Address: 1700 W Central Road
City, State, Zip Code: Mount Prospect IL 60056
Telephone Number: 847-875-0883
Contact Person: Casey Botterman
Description of Project: Generator Services Date of Project 2019 Current
E-Mail Address: cbotterman@mountprospect.org
4. Organization: Village of Northbrook
Address: 655 Huebel Rd
City, State, Zip Code: Northbrook IL 60062
Telephone Number: 847-626-5309
Contact Person: John Slivka
Description of Project: Generator Services Date of Project 2022 Current
E-Mail Address: john.slivka@northbrook.il.us

BID SUBMITTAL CHECK LIST

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

✓: SIGNED BID OFFER TO CONTRACT FORM with all supporting documents (pages 28-37).

✓: VENDORS DISCLOSURE STATEMENT (See attached sample, a mandatory submittal if award of contract)

✓: VENDORS FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT (See attached sample, a 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 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 contract)

✓: REFERENCES & CONTACT INFORMATION

✓: ONE (1) ORIGINAL BID, MUST BE SUBMITTED ELECTRONICALLY THROUGH BIDNET DIRECT.

Vendor/Agency: Midwest Power Industry Inc
Address/City/State: 4833 Prime Parkway McHenry IL 60050
Phone # 815-790-0974 Fax # _____

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.

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

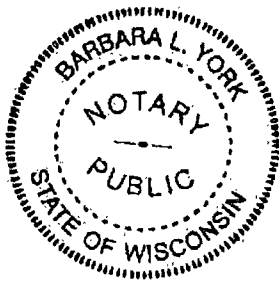
Ms. Sue Jones 50%
456 Second Street
Geneva, IL 60134

Officer _____
Title _____

7-25-2023
Date

Subscribed and Sworn this 25 day of July, 2023

Babara L. York
Notary Public

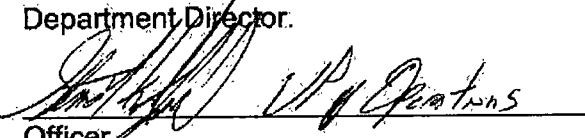




FAMILIAL RELATIONSHIP DISCLOSURE

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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.

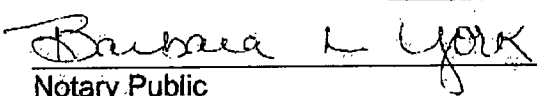


Officer
Title

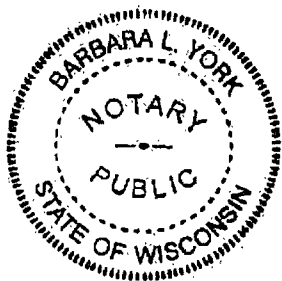
7-25-2023

Date

Subscribed and Sworn this 25th day of July, 2023



Notary Public



COUNTY of KANE
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

Karin Kietzman, CPPB
Director of Purchasing



719 S. Batavia Ave., Bldg. A, 2nd Floor
Geneva, Illinois 60134
Telephone: (630) 208-3803
Fax: (630) 208-5107

July 19, 2023

ADDENDUM 2

Invitation to Bid: #23-046

Title: Generator Maintenance Services

The attention of all plan holders is called to the following changes, clarifications and/or additions/deletions to original bid solicitation and shall be part of the Contract Documents:

Question Is the Load Bank test included in annual cost?

Answer *The Load bank test is not included in the annual cost quote. It will be requested on an as-needed basis.*

Please acknowledge receipt of this Addendum 2. Thank you for your interest in the Kane County procurement process.

Sincerely,
Tony Sperkowski
Tony Sperkowski
Buyer II

7-19-23

[Signature]
Midwest Power & Light, Inc.

COUNTY of KANE
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

Karin Kletzman, CPPB
Director of Purchasing

719 S. Batavia Ave., Bldg. A, 2nd Floor
Geneva, Illinois 60134
Telephone: (630) 208-3803
Fax: (630) 208-5107



July 19, 2023

ADDENDUM 1

Invitation to Bid: #23-046

Title: Generator Maintenance Services

The attention of all plan holders is called to the following changes, clarifications and/or additions/deletions to original bid solicitation and shall be part of the Contract Documents:

Question Is Unit 13 a Briggs & Stratton generator or a Kohler?

Answer *Unit 13 is actually a Kohler Unit model 30REOZK. SN:33DGGMJC0224.*

Question Can the bid date be extended?

Answer *Due to the mistake in equipment identification Kane County will extend the bidding one week. Closing on July 27, 2023.*

Please acknowledge receipt of this Addendum 1. Thank you for your interest in the Kane County procurement process.

Sincerely,
Tony Sperkowski
Tony Sperkowski
Buyer II

7-19-23

[Signature]
Midwest Power Industry Inc

F. OPTIONAL LOAD BANK TESTING PRICING

Perform a generator Load Bank Test – Minimum two hour 100% load rating.

(Load test on a as needed basis.)

Unit 1 – Katolight - \$750

Unit 2 – Kohler - \$750

Unit 3 – Kohler - \$750

Unit 4 – Generac - \$650

Unit 5 – Kohler - \$750

Unit 6 – CAT - \$850

Unit 7 – Spectrum - \$750

Unit 8 – Generac - \$650

Unit 9 – Generac - \$650

Unit 10 – Kohler - \$600

Unit 11 – Katolight - \$750

Unit 12 – Generac - \$600

Unit 13 – Kohler - \$600



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/25/2023

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

State Farm



Tim Werwie

PO Box 864

East Troy, WI 53120

CONTACT NAME: Kathy Frymark

PHONE (A/C, No, Ext): 262-642-2038

FAX (A/C, No): 262-642-3808

E-MAIL ADDRESS: kathy@easttroyinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: State Farm Fire and Casualty Company

25143

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Midwest Power Industry Inc

PO Box 106

Ringwood, IL 60072

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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
☒	COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE ☒ OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						
		X	X	93-L9-D186-9	07/23/2023	07/23/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY						
	ANY AUTO						
	☒ OWNED AUTOS ONLY			G63 3990-A23-13E	07/23/2023	01/23/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ HIRED AUTOS ONLY			G787517-B28-13	02/28/2023	08/28/2023	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ AUTOS ONLY						
	☒ UMBRELLA LIAB						
	EXCESS LIAB						
	DED			93-L6-G494-8	02/24/2023	02/24/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

County of Kane
719 S Batavia Ave Bldg A
Geneva, IL 60134

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**CMP-4536 ADDITIONAL INSURED — OWNERS, LESSEES, OR CONTRACTORS
(Scheduled)**

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 93 L9D186 9

Named Insured:

MIDWEST POWER INDUSTRY INC

Name And Address Of Additional Insured Person Or Organization:

COUNTY OF KANE
719 S BATAVIA AVE BLD A
GENEVA IL 60134

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization 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:

a. Ongoing Operations

- (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 that additional insured; or

b. Products-Completed Operations

"Your work" performed for that additional insured and included in the "products-completed operations hazard".

2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.
3. Primary Insurance. The insurance afforded the additional insured shall be primary insurance. Any insurance carried by the additional insured shall be noncontributory with respect to coverage provided by you.

All other policy provisions apply.

CMP-4536

155522 05-10-2019

©, Copyright, State Farm Mutual Automobile Insurance Company, 2018
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**CMP-4787 WAIVER OF TRANSFER OF RIGHTS OR RECOVERY AGAINST
OTHERS TO US**

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 93 L9D186 9

Named Insured:

MIDWEST POWER INDUSTRY INC

Name And Address Of Person Or Organization:

COUNTY OF KANE
719 S BATAVIA AVE BLD A
GENEVA IL 60134

The following is added to Paragraph 10.b. of **SECTION I AND SECTION II — COMMON POLICY CONDITIONS**:

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. "Your work" done under contract with that person or organization and included in the "products-completed operations hazard".

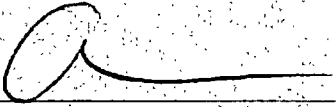
This waiver applies only to the person or organization shown in the Schedule.

All other policy provisions apply.

CMP-4787

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1006225 137715.1 11-19-2013

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK		CASHIER'S CHECK		HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK	
BMO Harris Bank				66773192	
				2-28/710	
PAY Five Thousand and 00/100*****					
TO THE ORDER OF Kane County		DATE 07/26/2023	AMOUNT \$5,000.00		
REMITTER MIDWEST POWER INDU				 Security Features listed on back.	
MEMO					
BMO Harris Bank N.A., Chicago, IL		Authorized Signature Drawer: BMO Harris Bank N.A. 29(09385)			

⑈66773192⑈ ⑆071000288⑆

288⑈791⑈7⑈

BMO Harris Bank

PURCHASER'S RECEIPT - RETAIN FOR YOUR RECORDS

NOT NEGOTIABLE 66773192PAY **Five Thousand and 00/100*******TO THE
ORDER OF **Kane County**DATE
07/26/2023 AMOUNT
\$5,000.00REMITTER
MIDWEST POWER INDU**NOTICE TO CUSTOMERS**

The purchase of an Indemnity Bond will be required before an Official Check of this bank will be replaced or refunded in the event it is lost, misplaced or stolen.

MEMO

OFFICIAL BANK CHECK

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-26-1007

**AUTHORIZING A CONTRACT WITH ABBEY CONSTRUCTION COMPANY,
INC. FOR THE FABYAN PARKING LOT PROJECT FOR THE KANE COUNTY
BUILDING MANAGEMENT DEPARTMENT (BID# 26-054-TL)**

WHEREAS, bids have been solicited for the Kane County Building Management Department Fabyan Parking Lot Project (BID# 26-054-TL). A total of five (5) bids were received by the July 31, 2026 deadline; and

WHEREAS, the lowest responsive and responsible bidder, as per bid documents and specifications was Abbey Construction Company, Inc. 1949 County Line Rd, Aurora, IL 60502; and

WHEREAS, the contract is for the duration of the Fabyan Parking Lot project in an amount not to exceed Two Hundred Ninety-Eight Thousand Three Hundred Thirty Dollars (\$298,330); and

WHEREAS, funds have been budgeted as part of the 2026 capital plan and will be paid from Building Management Capital (500.800.805.72010) Building Improvements.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized and directed to execute a contract with Abbey Construction Company, Inc., 1949 County Line Rd, Aurora, IL 60502 for the Fabyan Parking Lot Project for the Building Management Department in the amount not to exceed Two Hundred Ninety-Eight Thousand Three Hundred Thirty Dollars (\$298,330).

Line Item: 500.800.805.72010, Various

Line Item Description: 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 September 8, 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 a Contract with Abbey Construction Company, Inc. for the Fabyan Parking Lot Project for the Kane County Building Management Department (BID#26-054-TL)

Committee Flow:

Administration Committee, Executive Committee, County Board

Contact:

Kevin Harris, 630-762-2174

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$298,330
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution authorizes a contract for the duration of the project with Abbey Construction Company, Inc. for the Fabyan Parking Lot Project in an amount not to exceed Two Hundred Ninety-Eight Thousand Three Hundred Thirty Dollars (\$298,330).



Wight & Company

wightco.com

.....
211 North Clinton Street

Suite 300N

Chicago, IL 60661

.....
P 312.261.5700

F 312.261.5701

August 3, 2026

Ms. Wendy Franco
Project Manager
Kane County Building Management
719 S. Batavia Avenue, Bldg. A
Geneva, IL 60134

Fabyan Parking Lot Project

Dear Ms. Franco:

On July 31st, 2026, bids were received by Kane County for the Fabyan Parking Lot project. A total of five (5) contractors submitted bids: Please see the attached bid tabulation sheet. The apparent low bidder was Abbey Construction Company Inc. out of Aurora Illinois when including Alternate #1 in the total bid price. Abbey had a base bid of \$254,575.00 and an Alternate #1 bid of \$43,755.00 to provide concrete in lieu of asphalt. It is our understanding that Kane County will proceed with both the Base bid and Alternate #1 bid. Wight & Company reviewed the project with Abbey, and it was determined that they had the complete scope of work in their bid including the \$60,000 contingency allowance within the Base bid price.

Wight & Company has consulted the references provided by Abbey and each has indicated that their projects went well and that they would work with the bidder again.

Based upon our evaluation of the bids, our scope review, and the references provided, Wight & Company recommends award of the contract to Abbey Construction Company Inc. in the amount of **\$298,330.00**.

Please contact me should you have any questions regarding the project or bids.

Respectfully submitted,

Wight & Company

A handwritten signature in blue ink, appearing to read "Shawn Benson".

Shawn M. Benson P.E.
Director

Bid 26-054-TL Fabyan Parking Lot Project "As Read"

Open: Friday, July 31, 2026 @ 10:00 a.m.

VENDOR	Base Bid	Alt #1	Total Bid
A Lamp Concrete Contractors Inc.	\$444,000.00	\$81,112.50	\$525,112.50
Abbey Paving Co. Inc.	\$254,575.00	\$43,755.00	\$298,330.00
Maneval Construction	\$292,435.00	\$95,980.00	\$388,415.00
Obsidian Asphalt Paving	\$253,718.02	\$177,918.57	\$431,636.59
Schroeder Asphalt Services	\$279,000.00	\$100,000.00	\$379,000.00

Bid 26-054-TL Fabyan Parking Lot Project "As Read"

Open: Friday, July 31, 2026 @ 10:00 a.m.

VENDOR	Bid Bond	Add #1	RBO Packet Included	Signature, Response, & Submittals
A Lamp Concrete Contractors Inc.	X	X	X	X
Abbey Paving Co. Inc	X	X	X	X
Maneval Construction	X	X	X	X
Obsidian Asphalt Paving	X	X	X	X
Schroeder Asphalt Services	X	X	X	X

Bid Opening:

Tom Laird (Assistant Director of Purchasing)

Danielle Hoffman (Buyer)

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



August 3, 2026

PROCUREMENT SYNOPSIS

Requesting Department:	Kane County Building Management
Procurement Name:	Bid 26-054-TL – Fabyan Parking Lot Project
Recommended Vendors:	Abbey Construction Company Inc.
Awarded Amount:	\$298,330.00

NOTIFICATION AND RESPONSE

Public Notices: Bidnet Direct and The Daily Herald

Advertising Date:	July 20, 2026	Notices sent/Plan Holders: 22737
Proposal Due Date:	July 31, 2026	Proposals Received: 5

PURPOSE

This bid seeks qualified and experienced vendors for the Fabyan Parking Lot improvement project and miscellaneous site work per the plans and specifications at 517 E. Fabyan Parkway, Batavia, IL. This is a prevailing wage project and requires compliance with Kane County's Responsible Bidder Ordinance (RBO) for public work and the following bids were received:

Vendors	Total Project Cost
Abbey Construction Company– Aurora, IL	\$298,330.00
Schroeder Asphalt Services – Huntley, IL	\$379,000.00
Maneval Construction – Ingleside, IL	\$388,415.00
Obsidian Asphalt Paving– West Chicago, IL	\$431,636.59
A Lamp Concrete Contractors – Schaumburg, IL	\$525,112.50

*Reference the attached Wight & Company Bid scope review, result, and recommendation.

Building Management Department, and Wight & Company, the architect of record, evaluated all bids per specifications and contract requirements and determined that Abbey Construction Company of Aurora, IL is the lowest responsive, responsible vendor to provide the required services at the highest quality and value.

Building Management Department with the support of the Purchasing Department recommends awarding this contract to Abbey Construction Company of Aurora, IL pending approval by the Committee and full Kane County Board.

Submitted By:

Tom Laird

Tom Laird
Assistant Director of Purchasing

cc: Building Management

Passed by the Kane County Board on September 8, 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 a Contract for Snow Plowing Services for the Building Management Department with Tentinger Landscapes, Inc. (RFP#26-035-DH)

Committee Flow:

Administration Committee, Executive Committee, County Board

Contact:

Kevin Harris, 630-762-2174

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$300,000
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution is authorizing a one year contract with Tentinger Landscapes, Inc. for Snow Plowing Services in an amount of Three Hundred Thousand Dollars (\$300,000) per fiscal year.

RFP 26-035-DH Tabulation by Year

Opened July 29, 2026 at 10:00AM (CT)

Vendor	Monthly Fee (Original Term)	Year 1* (Original Term)	Year 2* (Option Year)	Year 3* (Option Year)	Year 4* (Option Year)	Year 5* (Option Year)	COMBINED YR 1-YR 5*
Beverly Snow & Ice, Inc.	\$ 24,864.67	\$ 149,188.02	\$ 149,188.02	\$ 149,188.02	\$ 149,188.02	\$ 149,188.02	\$ 745,940.10
Kozak Custom Landscapes	\$ 44,995.00	\$ 269,970.00	\$ 275,369.40	\$ 280,876.79	\$ 286,494.32	\$ 292,224.21	\$ 1,404,934.72
Tentinger Landscapes Inc.	\$ 46,562.22	\$ 279,373.32	\$ 287,754.52	\$ 296,387.16	\$ 305,278.77	\$ 314,437.13	\$ 1,483,230.90
MAC General Contracting & Construction	\$ 51,000.00	\$ 306,000.00	\$ 315,180.00	\$ 324,635.40	\$ 334,374.46	\$ 344,405.70	\$ 1,624,595.56
Snow Systems	\$ 55,000.00	\$ 330,000.00	\$ 330,000.00	\$ 339,900.00	\$ 350,097.00	\$ 360,599.91	\$ 1,710,596.91
DiazGroup LLC	\$ 56,650.00	\$ 339,900.00	\$ 350,097.00	\$ 360,599.91	\$ 371,417.91	\$ 382,560.44	\$ 1,804,575.26

*Total years are estimated as pricing could convert from monthly fee (part A pricing) to per push (part B pricing) dependent upon total snowfall accumulation per snow season

Tabulation - RFP 26-035-DH Snow Plowing Services

Opening: July 29, 2026 @ 10:00 AM (CT)

Monthly Fixed Fee - Snow Removal Program - (Zero Tolerance Accumulation)

PART A of HYBRID PRICING

VENDORS (alphabetical order)	Beverly	DiazGroup	Kozak	MAC	Snow Systems	Tentinger
Fixed Monthly Fee (until transition to Part B pricing)	\$ 24,864.67	\$ 56,650.00	\$ 44,995.00	\$ 51,000.00	\$ 55,000.00	\$ 46,562.22
*Total Cost of 1 YR Contract Term	\$ 149,188.02	\$ 339,900.00	\$ 269,970.00	\$ 306,000.00	\$ 330,000.00	\$ 279,373.32

*Total cost is only an estimate as snowfall for snow season could exceed the cap and transition to part B / per push pricing

Contract Renewals	Beverly	DiazGroup	Kozak	MAC	Snow Systems	Tentinger
Cost increase - First option year	0%	3%	2%	3%	0%	3%
Cost increase - Second option year	0%	3%	2%	3%	3%	3%
Cost increase - Third option year	0%	3%	2%	3%	3%	3%
Cost increase - Fourth option year	0%	3%	2%	3%	3%	3%

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



August 4, 2026

PROCUREMENT SYNOPSIS

Requesting Department:	Building Management Department
Procurement Name:	RFP 26-035-DH – Snow Plowing Services
Recommended Vendor:	Tentinger Landscapes, Inc.

NOTIFICATION AND RESPONSE

Public Notices: •BidNet Direct •The Daily Herald

Advertising Date:	July 8, 2026	Notices sent/Plan Holders: 138/34
Proposal Due Date:	July 29, 2026	Proposals Received: 6

PURPOSE

The County of Kane accepted proposals from qualified and experienced vendors for complete snow removal and salting services for various Kane County Government facilities maintained by Building Management. This is a monthly service for a “Zero Tolerance Accumulation” snow removal program with no matter how much snow falls. The initial snow season commencing October 15, 2026 through April 15, 2027.

A total of six (6) proposals were received by Building Management; the evaluation team evaluated proposals per the selection criteria set forth in the RFP. Upon the conclusion of the evaluation, the team determined and confirmed that the top ranked vendor was qualified and would provide the required services at a high quality and value.

Evaluation Criteria:

• Pricing & Cost Rate Sheet (40%) • Company Narrative & Operational Plan (25%) • Staffing & Equipment (20%) • Past Performance & References (15%)

SCORING SUMMARY

Ranking	Vendor	Total Score
1	Tentinger Landscapes Inc	92.11%
2	M.A.C. General Contracting/Construction	84.88%
3	DiazGroup LLC	79.50%
4	Beverly Snow & Ice, Inc.	75.68%
5	Kozak Custom Landscapes	71.93%
6	Snow Systems	70.04%

The evaluation team and Building Management Department, with the support of the Purchasing Department, recommends awarding this contract to the top ranked vendor: Tentinger Landscapes Inc. of Maple Park, IL for one (1) year contract with mutual option for four (4) one-year renewal periods pending Committee and County Board Approval.

Submitted By:

Danielle Hoffman

Kane County Purchasing Department, Buyer

Passed by the Kane County Board on September 8, 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 a Contract Extension for Kane County Annual Roof Inspection, Repair, and Replacement Services for the Building Management Department with Weatherguard Roofing Company (BID# 23-054)

Committee Flow:

Administration Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Kevin Harris, 630.762.2174

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$214,350
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution authorizes the first one-year contract extension for Kane County annual roof inspection, repair and replacement services with Weatherguard Roofing Company in amount not to exceed \$14,350 per fiscal year. The resolution authorizes Kane County Building Management to spend an additional \$200,000 per fiscal year in contingency for as needed work based off of hourly rate and price of materials.

STATE OF ILLINOIS)
COUNTY OF KANE) SS.

RESOLUTION NO. 23-504

**AUTHORIZING A CONTRACT FOR KANE COUNTY ANNUAL ROOF
INSPECTION, REPAIR & REPLACEMENT SERVICES - (AS AMENDED ON
FLOOR)**

WHEREAS, bids have been solicited for the Annual Roof Inspection, Repair & Replacement Services (BID #23-054) for facilities maintained by Building Management throughout the County of Kane. A total of five (5) bids were received by the October 20, 2023 at 3:30 p.m. deadline; and

WHEREAS, the responsive and responsible bidder for the Annual Roof Inspection, Repair & Replacement Services is Weatherguard Roofing Company of Elgin, IL; and

WHEREAS, the annual contract amount for Annual Roof Inspection, Repair & Replacement Services with Weatherguard will be Fourteen Thousand Three Hundred and Fifty Dollars (\$14,350) with an as needed contingency based off of hourly rate and price of materials with a 10% markup as cited in Weatherguard's contract of Two Hundred Thousand Dollars (\$200,000) per fiscal year; and

WHEREAS, this will be a three (3) year contract, which will begin on the date of contract execution by the Kane County Board and will have two (2) one (1) year extensions, if mutually agreed upon and the Kane County Board approves. Kane County reserves the right to change the commencement and/or end of the contract periods; and

WHEREAS, accordingly, appropriate funds have been budgeted for the FY2024 Building Management budget; 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 contract with Weatherguard Roofing Company, 345 Renner Drive, Elgin, IL 60123 for Annual Roof Inspection, Repair & Replacement Services for the contract amount of Fourteen Thousand Three Hundred and Fifty Dollars (\$14,350) per fiscal year.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that Kane County Building Management is authorized to spend an additional Two Hundred Thousand Dollars (\$200,000) per fiscal year in contingency for repair or replacement as needed based off of hourly rate and price of materials with a 10% markup as cited in Weatherguard's contract.

Line Item: 001.080.080.52110, 500.800.805.72010, 520.690.730.52120 various

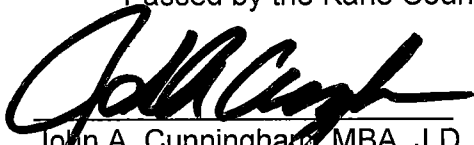
Line Item Description: Repairs and Maint- Buildings/grounds, Capital, Various

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 December 12, 2023.


John A. Cunningham, MBA, J.D.
Clerk, County Board
Kane County, Illinois


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

Vote:

PASSED

III. BASE BIDS:

The Undersigned agrees to furnish all labor, materials, and equipment necessary for the annual roof inspection and minor repair services in accordance with the outline scope of services, specifications, and contract requirements for Kane County Government Buildings. Prevailing wage rates apply to this project.

Building	Address	City	Inspection Cost Per Visit (first 3 years of Contract)
Animal Control	4060 Keslinger Rd.	Geneva	\$ 350.00
Child Advocacy Ctr	428 James (old)	Geneva	\$ 400.00
Branch Court & Circuit Clerk (roof under warranty)	530 S. Randall Rd	St Charles	\$ 950.00
Public Def./Court Annex	401 S Campbell	Geneva	\$ 350.00
Boiler House	100 S. 3rd	Geneva	\$ 700.00
3rd. St. Courthouse	100 S. 3rd	Geneva	\$ 700.00
Government Center:	719 Batavia Avenue	Geneva	\$ 950.00 (X) RW
Building A	720 Batavia Avenue	Geneva	\$ 950.00
Building B	721 Batavia Avenue	Geneva	\$ 950.00
Building C	722 Batavia Avenue	Geneva	\$ 650.00
Building E	723 Batavia Avenue	Geneva	\$ 600.00
Building F	724 Batavia Avenue	Geneva	\$ 350.00
Building G	725 Batavia Avenue	Geneva	\$ 750.00
Health Dept-Aurora	1240 N. Highland	Aurora	\$ 600.00
Court Services- Aurora	1330 N. Highland	Aurora	\$ 350.00
Judicial Center	37W777 Rt. 38	St. Charles	\$ 950.00
Juvenile Justice Center	37W655 Rt 38	St. Charles	\$ 1,200.00
New Child Advocacy Ctr	427 W Campbell (new)	Geneva	\$ 700.00
New Sheriff's Office (gun range roof under warranty)	37w755A Rt 38	St. Charles	\$ 950.00
Adult Justice Center	37w755B Rt 38	St. Charles	\$ 950.00
Multi Use Facility (roof under warranty)	37W699 II. Rt. 38	St. Charles	\$ 950.00
Total Cost for one (1) year - All Locations:			\$ 15,300.00 14,750 RW
Grand Total Cost for three (3) years - All Locations:			\$ 45,900.00 43,050 RW

(X) Duplicate Removed

(As revised on floor of Co B meeting, Dec. 12, 2023.)

Keovongsak, Timothy

From: Michael Passarelli <mikep@weatherguardroofing.net>
Sent: Tuesday, December 12, 2023 10:46 AM
To: Keovongsak, Timothy
Cc: Dan Wahl
Subject: EX: RE: Annual Roofing - Request for correction of page #24
Attachments: Scan_20231212.pdf

Please see attached

Thank you,

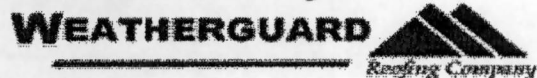
Michael Passarelli

Service Project Manager / Sales

Office#:(847)888-3008 x29

Cell#:(224)247-2488

345 Renner Drive, Elgin, IL. 60123

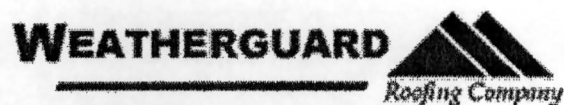


Report leaks on our web site, www.weatherguardroofing.net

From: Dan Wahl <dan@weatherguardroofing.net>
Sent: Monday, December 11, 2023 11:05 AM
To: mikep@weatherguardroofing.net
Subject: FW: Annual Roofing - Request for correction of page #24

Thanks,
Dan Wahl

You can now report leaks on our web site,
go to www.weatherguardroofing.net to report a leak!



345 Renner Dr. Elgin, IL 60123
P- 847-888-3008 F - 847-888-3018



From: Keovongsak, Timothy <keovongsaktimothy@KaneCountyIL.gov>
Sent: Monday, December 11, 2023 9:34 AM
To: dan@weatherguardroofing.net
Subject: Annual Roofing - Request for correction of page #24

Hi Dan,

Attached is a copy of your bid response for the Annual Roofing Inspection – Bid#23-054. On page #24 of "Base Bid", the Government Center has a duplicate bid that needs to be modified and removed from your bid document. Please review your bid and provide our office with the correction. I also attached page #24 to point out the duplicates. With the correction, the total for one year is \$14,350, and the total for three years is \$43,050. If agreed, please initial next to the "X" mark and the correct total and return this page to our office. Let me know if any questions. Thanks.

Tim Keovongsak, CPPB
Assistant Director of Purchasing
Kane County Purchasing Department
719 S. Batavia Ave. Bldg. A, Geneva, IL 60134
o) 630-232-5929 f) 630-208-5107

COUNTY OF KANE)

AUTHORIZING ADDITIONAL FUNDS FROM FY2024 BUDGET FOR KANE COUNTY ANNUAL ROOF INSPECTION, REPAIR, AND REPLACEMENT SERVICES WITH WEATHERGUARD ROOFING COMPANY (BID# 23-054)

WHEREAS, Kane County is currently in contract with Weatherguard Roofing Company of Elgin, IL for Roof Inspection, Repair & Replacement services; and

WHEREAS, Resolution No. 23-504 approves Two Hundred Fourteen Thousand Three Hundred Fifty Dollars (\$214,350) per fiscal year; and

WHEREAS, the Kane County Building Management Department has an additional project need for the replacement of the Juvenile Justice Center roof; and

WHEREAS, the County requests authorization of Nine Hundred Thousand Dollars (\$900,000) in additional funds for this project; and

WHEREAS, adequate funds are budgeted and are available in the FY2024 Building Management budget.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Building Management Department is hereby authorized to expend up to One Million One Hundred Fourteen Thousand Three Hundred Fifty Dollars (\$1,114,350) with Weatherguard Roofing Company, 345 Renner Dr, Elgin, IL 60123 to include the replacement of the Juvenile Justice Center roof project.

Line Item: 001.080.080.52110, 500.800.805.72010, Various

Line Item Description: Repairs and Maint- Buildings/grounds, 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 July 9, 2024.

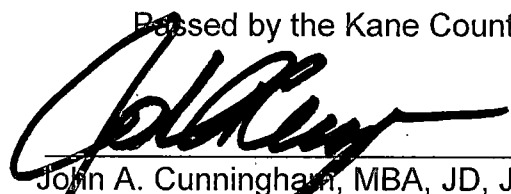
John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

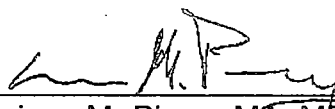
Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

PASSED

Passed by the Kane County Board on February 11, 2025.


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


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

Vote:

PASSED

STATE OF ILLINOIS)
COUNTY OF KANE) SS.

PRESENTATION/DISCUSSION NO. TMP-26-889

DISCUSSION: ARTIFICIAL INTELLIGENCE (AI) POLICY

Passed by the Kane County Board on September 8, 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 a Contract Extension for the Mill Creek SSA Holiday Lights & Décor Services with It's a Wonderful Light (BID#22-029)

Committee Flow:

Administration Committee, Executive Committee, County Board

Contact:

Roger Fahnestock, 630-232-3571

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$14,632.96
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution authorizes the 3rd and final one year extension for Holiday Lights & Décor Services with It's a Wonderful Light for the Mill Creek SSA. This is for the extension amount of Nine Thousand Six Hundred Thirty-Two Dollars and Ninety-Six cents (\$9,632.96) and Five Thousand Dollar (\$5,000) allowance to cover add on items per the Mill Creek Advisory Body Board in a not to exceed amount of \$14,632.96.

STATE OF ILLINOIS)
COUNTY OF KANE) SS.

PRESENTATION/DISCUSSION NO. TMP-26-1013

FACILITY USE REQUEST: BLESSING OF THE ANIMALS



Kane County Facilities Use Request Form

EVENT INFORMATION

Any person or entity requesting to use these properties for gatherings shall be given a copy of this policy and shall agree in writing to abide to all requirements as a condition of approval. Each event must be temporary in nature and cannot disrupt the business held within the building. Nothing may be hung or displayed from a building. For any request to utilize the 3rd Street Courthouse, the applicant agrees no activity will occur within, or will disturb, the CASA Garden of Hope.

For questions email:
FacilitiesUseRequest@KaneCountyIL.gov

Sponsoring Organization: *

St. Mark's Episcopal Church

Name of Event: *

Blessing of the Animals

Describe the event: *

St. Mark's Episcopal Church will host its annual Blessing of the Animals, a community event celebrating the companionship of God's creatures. Members of the public are invited to bring their pets to receive an individual blessing. The event will also include an opportunity to donate pet food and supplies to benefit the local Salvation.

*

☐ Inside ☒ Outside

Upload Certificate of Insurance *

St Marks Church Certificate of Insurance - 2026-07-29.pdf

36.51KB

Location: *

3rd Street Courthouse

Will this be a multiple day event? *

☐ Yes ☒ No

Date of Event: *

10/4/2026

Anticipated Number of Participants: *

75

Anticipated Number of vehicles: *

20

(for parking estimates)

Will food or beverages be sold? *

☐ Yes ☒ No

Are portable restroom facilities required? *

☐ Yes ☒ No

Are you charging a fee for attendance? *

☐ Yes ☒ No

Will a member of the court or clerk's office staff be present during the program? *

☐ Yes ☒ No

1) If the request is approved, the applicant agrees to the following conditions:

- Access to the County buildings may be restricted, consistent with the policies of the facility. This specifically includes use of the rest room facilities.
- The County maintains the right to cancel the approval granted, and to require the immediate dispersal of those gathered during the approved gathering as deemed necessary.
- For the applicant's protection it is recommended that liability insurance be obtained.
- The County may designate areas to be used for parking, and designate areas which are not to be used for parking. It is the responsibility of the applicant to ensure these restrictions are met.
- Any approved gathering is not transferable and is only authorized for the purpose identified in the application on the date(s) approved.
- The applicant agrees to conform with all City, County, and State ordinances and laws.
- All waste generated must be removed from the property.
- A security deposit may be required.

2) All requests shall be approved by the Administration Committee. If the request is received and the event is to be held prior to the next scheduled Administration Committee meeting, the Committee Chairman and Director of Building Management may jointly approve or deny the request for gathering.

3) User shall indemnify and hold harmless the county of Kane from and against any claim of any kind arising out of or due to the acts of the user, its agents, employees or officers in connection with the use or occupancy of the premises herein. Such indemnity shall extend to all costs, awards, attorney fees and other related expenses incurred by the county arising out of such claims.

The Office of the Chief Judge must approve all requests for the use of judicial facilities located in the Sixteenth Judicial Circuit. It must be understood that there may be a fee charged for the use of the judicial facilities.

Use of judicial facilities may not disrupt the operation of the building or interfere with the conduct of judicial business. Use of judicial facilities must be compatible with the stated policy set forth by the Sixteenth Judicial Circuit related to use of judicial facilities and consistent with the primary function of the courts.

All participants are subject to security screening and should have picture ID. All personnel are subject to background checks.

Applications for facility use should be submitted at least four weeks before the planned date of the activity.

ONSITE EVENT CONTACT INFORMATION

Primary Contact Name: *

Trudy Nichol

Secondary Contact Name:

Ana Bogdanovich

Primary Contact Cell Phone Number: *

(312)504-0236

Secondary Contact Cell Phone Number:

(206)910-9283

Primary Contact Email: *

tnichol@tnainc.net

Secondary Contact Email:

bogdanovichana@gmail.com

These contacts need to be someone who will be onsite at the event.

ACKNOWLEDGEMENT

I have read this application and hereby agree to meet all the requirements set forth.

The County maintains the right to cancel the approval granted, and to require the immediate dispersal of those gathered during the approved gathering as deemed necessary.

*

☒ I certify that I have read and understand the above noted statements and have submitted the information truthfully and to the best of my knowledge. I agree to all of the terms and conditions.

Signature *



Date: *

7/30/2026

Name (Printed): *

Debbie Wiess

Phone Number: *

(630)232-0133

Email: *

office@stmarks-geneva.org

Address: *

Street Address

320 Franklin Street

Address Line 2

City

Geneva

Postal / Zip Code

60134

State / Province / Region

Illinois

Country

United States

Passed by the Kane County Board on September 8, 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:

Exhibit A

KANE COUNTY GOVERNMENT CENTER DIGITAL INFORMATION SIGN MANAGEMENT AND USE POLICY

Effective Date: To Be Determined

Approved By: Kane County Board

1. PURPOSE

The purpose of this policy is to establish standards for the management, operation, content, and use of the Kane County Government Center Digital Information Sign located in Geneva, Illinois. The sign shall be used to provide timely, accurate, and relevant governmental information to residents, visitors, businesses, employees, and the public.

2. POLICY STATEMENT

The Digital Information Sign is County property and shall be used solely for governmental communications. The sign is not a public forum and shall not be used for unrestricted public expression, advertising, political advocacy, or commercial purposes.

3. AUTHORITY AND ADMINISTRATION

The Information Technologies and Building Management Department shall administer the sign, manage content, and maintain records. Only authorized personnel may publish, modify, or remove content.

4. APPROVED CONTENT CATEGORIES

1. Voter registration information and deadlines.
2. Voting and election dates and schedules.
3. Election judge recruitment and volunteer opportunities.
4. Early voting information.
5. Vote-by-mail information and deadlines.
6. Birth certificates, marriage licenses, passports, and other County Clerk services.
7. Property tax bill due dates and tax-related notices.
8. Veterans services notices, commemorations, and assistance programs.
9. Public safety awareness messages, emergency preparedness information, weather alerts, road closures, and health advisories.
10. County holiday schedules and office closures.
11. Official County recognitions, proclamations, declarations, and observances.
12. County Board meetings, committee meetings, public hearings, and special meetings.
13. County Board-authorized events.
14. Official announcements authorized by the Kane County Board, County Board Chairman, or County Administration.
15. Kane County website address and official phone numbers.

16. Current time and temperature.

5. ADDITIONAL USES REQUIRING APPROVAL

Any proposed use not specifically listed in Section 4 shall require review by the Administration Committee of the Kane County Board.

Approval Process:

17. Submission of a written request to the County Board Office describing the proposed message, sponsor, display dates, and public purpose.
18. Administrative review by County Administration and the Information Technologies and Building Management Department.
19. Review by the Administration Committee, which may approve, deny, or modify the request.
20. If a new recurring category of use is proposed, the Administration Committee may recommend amendment of this policy to the full Kane County Board.

6. CONTENT STANDARDS

All content shall be factual, professional, concise, timely, and directly related to County operations, services, programs, facilities, or public information. Content may be edited for readability and compliance.

7. PRIORITY OF CONTENT

21. Emergency communications
22. Public safety messages
23. County operational notices
24. County Board information
25. County programs and services
26. Approved partnership information
27. Other approved content

8. RECORDS RETENTION

Content requests, approvals, and published messages shall be retained in accordance with applicable Illinois records retention requirements and public records laws.

9. ACCESSIBILITY

Kane County will make reasonable efforts to ensure information displayed is accessible and understandable to the public.

10. DISCLAIMER

The Digital Information Sign is a non-public forum owned and controlled by Kane County Government. Display of information does not imply endorsement of any organization, product, service, viewpoint, or activity unless expressly authorized by the Kane County Board. Approval of one message does not create a right of access for future messages.

11. POLICY REVIEW

This policy shall be reviewed by the Administration Committee at least every three years or as needed.



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

AUTHORIZING AN AGREEMENT FOR THE DESIGN AND CONSTRUCTION OF A DIGITAL MONUMENT SIGN WITH AURORA SIGN COMPANY (RFP #26-027-TK)

Committee Flow:

Public Service Committee, Administration Committee, Executive Committee, County Board

Contact:

Clerk John A. Cunningham; Chf. Dpty. Clerk Celeste Weilandt

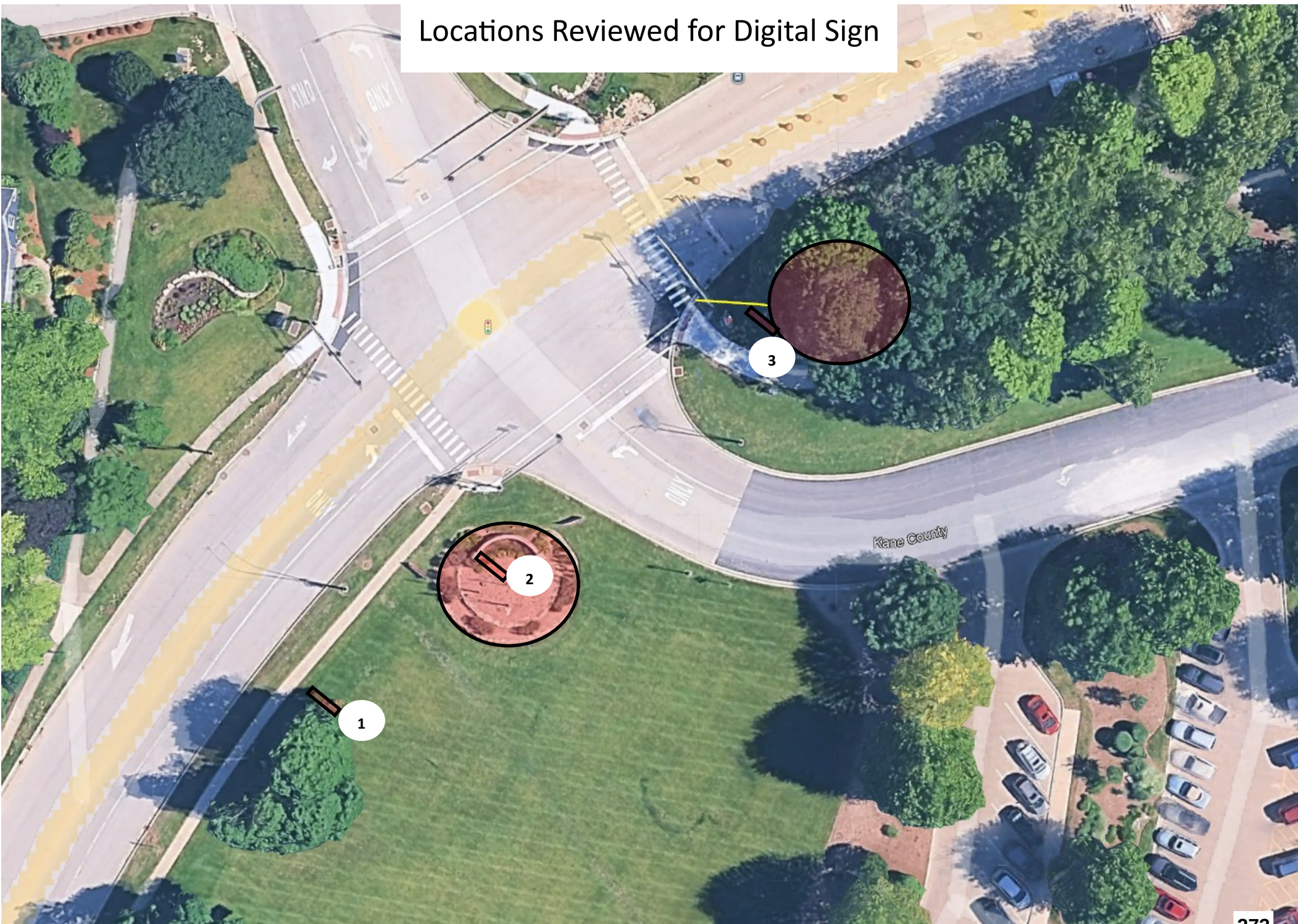
Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$N/A
If not budgeted, explain funding source: Vital Records Automation Fund line item 160.190.200.70120 Special Purpose Equipment	
Was this item passed through the appropriate committee? Yes, in progress.	

Summary:

The County of Kane issued a Request for Proposals (RFP #26-027-TK) for the design, fabrication, and installation of a Digital Monument Sign at the Kane County Government Center located at 719 S. Batavia Avenue (SE Corner of Third and Batavia Ave., Geneva). The project is intended to modernize the County's existing monument sign and improve community communication and outreach by providing a dynamic platform for public notices, election information, community updates, and County announcements.

Locations Reviewed for Digital Sign



Recommended Final Location



Rendering of Sign in Proposed Location



Kane County – Digital Monument Sign - RFP 26-027-TK**TABLE OF CONTENTS**

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 - [Aurora Sign Company Written Employee Policies](#)
 - [Aurora Sign Company Written Safety Policy Statement](#)
 - [Masters Electrical License](#)
 - [Certifications](#)
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 - [OSHA 30 Hours Outreach Training Program – Construction Certificate](#)
 - [CPR and First Aid Training Certificates](#)
 - [Aurora Sign Company Organizational Chart](#)
 - [Aurora Sign Company Intro Packet](#)

PROPOSAL RESPONSE FORM

For

DESIGN AND CONSTRUCTION OF DIGITAL MONUMENT SIGN

RFP Due Date & Time: 3:30 P.M., WEDNESDAY, APRIL 29, 2026

Proposals must be submitted electronically to <https://www.bidnetdirect.com/illinois/kanecounty>

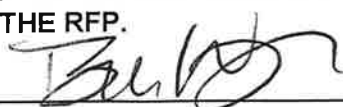
The proposer shall return the RFP with all documents, as well as literature, samples, etc., as required within the specifications.

The undersigned proposer, having examined the specifications and any other related documents, hereby agrees to provide services per specification and to perform other work stipulated in, required by, and in accordance with the proposal documents attached for and in consideration of the proposed prices.

RECEIPT OF ADDENDA: The undersigned hereby acknowledges receipt of the following addendum(s): 1; 2; _____; _____; _____; _____.

The Vendor has examined the Contractor Disclosure section C of the Terms and Conditions and has included or provided a document listing all cumulative campaign contributions made within the past twelve months to any current or county-wide elected officer, and ownership interest in entity greater than five percent. The Vendor is aware of and has examined the Responsible Bidder Requirement section I, which requires additional information and documentation from the responder bidding on public works construction projects.

By signing this proposal, the proposer 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 RFP will be based upon the funding available to Kane County. The terms of the RFP 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 RFP and the response, the terms of the RFP and the response shall govern. Every element or item of the RFP and the response shall be deemed a material and severable item or element of the contract. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE RFP.**

Signature 

Typed Signature Ben Wagner

Company Aurora Sign Company

Address 30W196 Calumet Ave., West, Warrenville, IL 60555

Phone # 630-898-5900 Fax# _____

Federal I.D./Social Security # 36-4307221 Date 04/28/2026

RFP 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 completeness and in order for assembling of their bid response.

BW: SIGNED PROPOSAL RESPONSE FORM (pages 29-31), with all supporting documents (pages 32-46) as applicable.

BW: VENDOR DISCLOSURE STATEMENT (mandatory submittal if award of contract)

BW: VENDOR FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT (mandatory submittal if award of contract)

BW: RESPONSIBLE BIDDER ORDINANCE FORM.
(See attached form, it is the sole responsibility of the bidders to comply with all the submission of the required supporting documents, which must be submitted within seven (10) calendar days after receiving a written notice if not included in the response package)

BW: 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 required submittal if award of contract)

BW: REFERENCES & CONTACT INFORMATION

BW: ONE (1) ORIGINAL PROPOSAL/BID, MUST BE SUBMITTED ELECTRONICALLY THROUGH BIDNET DIRECT.

BW: PREVAILING WAGE RATES (Submit a statement acknowledging that the vendor has reviewed and agrees to pay no less than the applicable prevailing wage rates per specification, listing trades to be employed, based wage rates to be paid, and will strictly comply with the Prevailing Wage Act).

BW: Bid Bond (5%) required with bid submittal. The awarded Vendor must furnish a Performance Bond if awarded the contract.

Vendor/Agency: Aurora Sign Company

Address/City/State: 30W196 Calumet Ave., West, Warrenville, IL 60555

Phone # 630-898-5900 Fax # _____

ACCEPTANCE

The Offer is hereby accepted for **DESIGN AND CONSTRUCTION OF DIGITAL MONUMENT SIGN**

The Contractor is bound to provide the materials and services listed in the attached agreement and based upon the Request for Proposal, including all terms, conditions, specifications, and amendments, the Contractor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as **Contract Number 26-027-TK**. The Contractor has been cautioned not to commence any billable work or to provide any materials or services until this Contractor receives a purchase order and or notice to proceed.

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

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

ADDITIONAL INFORMATION

Please list additional pertinent information/comments:

To support your evaluation, we are providing two (2) proposed options for the Digital

Marketing Sign. Each Option includes a complete proposal and corresponding drawings

(Option 1 and Option 2). Additionally, we have included a Proposal Breakdown Matrix

that outlines each option with available EMC size variations to assist in comparing scope and cost.

Also attached is our Letter of Interest .

April 29, 2026

County of Kane
719 Batavia Ave., Bldg. A
Geneva, IL 60134

Re: Kane County Government Center – Digital Monument Sign – RFP 26-027-TK

Dear Selection Committee,

Aurora Sign Company respectfully submits this Letter of Interest in response to the Kane County's request for professional services to design, fabricate and install a Digital Monument Sign at the Kane County Government Center in Geneva. With nearly seven decades of experience supporting municipalities, healthcare systems, regional and national organizations, Aurora Sign Company offers the expertise, resources, and collaborative approach necessary to successfully design, and implement a cohesive and durable signage program that reflects community identity while remaining mindful of long-term budget considerations.

Headquartered in Warrenville, Illinois, Aurora Sign is a full-service signage provider specializing in the design, engineering, fabrication, permitting, and installation of custom exterior and interior signage systems. Our team of over 40 employees performs all major project components in-house, allowing us to maintain quality control, schedule reliability, and cost efficiency throughout each phase of a project. As a union contractor affiliated with IBEW Local 461, with UL-listed fabrication and OSHA trained installation crews, we bring proven safety standards and technical expertise to public sector projects.

Aurora sign Company has extensive experience delivering community gateway monument programs for municipalities throughout the Chicagoland region. Our team has designed, engineered, fabricated, and installed gateway monuments and civic signage for communities including the City of Batavia, City of Elgin, City of Geneva, City of Warrenville, Village of Montgomery, and Village of Buffalo Grove, among others. All of these projects required coordination with key stakeholders in the design, fabrication and field installation to create high quality, durable, visually distinctive gateway features that reinforce community identity and enhance key entry corridors.

Aurora Sign provides single-source accountability from concept through installation. We manage all phases of projects as complete turn-key service, including permitting, excavation, foundation, construction, electrical coordination, fabrication, and installation. Each project is supported by a dedicated project manager who coordinates directly with all stakeholders, ensuring consistency and clear communication throughout the entire project. This integrated approach reduces project risk while supporting long-term program success and maintainability.

As a locally founded and operated company with a long history of serving the surrounding communities, Aurora Sign Company is committed to delivering signage solutions that enhance public spaces, strengthen community identity, and provide lasting value. We welcome the opportunity to partner with the County of Kane to develop a unified Digital Monument Sign program that will serve the residents and visitors for years to come.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Brandon Weis".

Brandon Weis
Owner / President

April 28, 2026

Kane County Government Center – Digital Monument Sign – RFP 26-027-TK

Project Approach

Aurora Sign Company will provide a comprehensive, turnkey approach to the design, engineering, permitting, fabrication, and installation of the proposed digital monument for Kane County. Our process is structured to ensure quality, efficiency, regulatory compliance, and minimal disruption throughout the project lifecycle.

1. Design Methodology

ASC has included **two (2) initial design concepts** with the proposal for Kane County’s review. These concepts have been developed to reflect the County’s aesthetic standards, site considerations, and functional requirements, while incorporating the Watchfire Electronic Message Center (ECM) into a cohesive and visually appropriate monument structure. **The submitted concepts are intended to represent both aesthetic flexibility and functional performance.**

Following review and feedback from Kane County, ASC will refine the selected concept and advance the design through final engineering, permitting and fabrication.

Our design process includes:

- Development of initial design concepts reflecting project specifications and site conditions
- Integration of the Watchfire Electronic Message Center (EMC) into a cohesive monument design
- Consideration of visibility, readability, and traffic flow for optimal message effectiveness
- Selection of durable, high-quality materials appropriate for long-term exterior use
- Preparation and refinement of detailed shop drawings and engineering documents
- Coordinate with Kane County stakeholders to incorporate feedback and obtain final design approval
- Ensuring compliance with all applicable local codes, ordinances, and permitting requirements

2. Proposed Materials & Technology

The proposed monument sign will incorporate high-quality, durable materials suitable for long-term exterior use, which includes:

- Masonry (brick)
- Architectural aluminum structure
- Internally illuminated sign components
- Weather-resistant finishes and coatings

The **digital display** component will consist of a **Watchfire Electronic Message Center (EMC)**, selected for its reliability, energy efficiency, and ease of use. The EMC will:

- Provide high-resolution LED display technology
- Include user-friendly content management software
- Be supported by manufacturer and technical support.

3. Installation Approach

ASC will provide complete installation services, managing all field activities with a focus on safety, quality, and coordination with Kane County and applicable agencies:

Installation will be executed in a structured sequence to ensure efficiency and minimal disruption, including:

- Site verification and layout prior to construction
- Excavation and installation of reinforced concrete foundations
- Construction of the monument structure, including masonry and structural components
- Installation and integration of the monument and EMC display
- Final inspection, testing and commissioning all components

Electrical Service Responsibility: Electrical service to the sign location shall be provided by others. ASC will coordinate connection to the owner-provided electrical service and complete all final wiring and integration of the sign and EMC in accordance with applicable codes.

All work will be performed in accordance with applicable safety standards, permitting requirements, and industry best practices. ASC will coordinate scheduling and site access with Kane County to minimize disruption to operations and ensure a safe work environment for both personnel and the public.

4. Project Schedule

Upon award of contract, Aurora Sign anticipates the following timeline:

- Design review and approval from stakeholders.
- Engineering & Permitting: Approximately 3-4 weeks
- Fabrication: Approximately 6-8 weeks following permit approval
- Installation: Scheduled upon completion of fabrication and site readiness (typically 1-2 weeks)

A detailed project schedule will be provided upon award and will be coordinated with Kane County to meet project expectations.

5. Services Provided

Aurora Sign will provide full-service project delivery, including:

- Design and engineering
- Permit procurement and coordination
- Manufacturing and quality control
- Complete installation
- Project management and communication throughout all phases.

6. Warranty & Support

Aurora Sign stands behind the quality of its work and materials:

- **Monument Structure:** 2-year warranty
- **Watchfire EMC:** 5-year manufacturer parts warranty

In addition:

- Watchfire provides training and technical support for EMC operation
- ASC offers ongoing service and maintenance programs to support long-term performance and reliability

7. Maintenance Considerations

The sign will be designed and constructed for durability and ease of maintenance. Considerations include:

- Use of weather-resistant and low-maintenance materials
- Accessible components for servicing and repair
- Reliable EMC technology with remote diagnostic capabilities



Kane County Government Center
Digital Monument Sign - RFP 26-027 TK

Proposal Breakdown Matrix

	OPTION 1 10mm EMC		OPTION 1 8mm EMC		OPTION 2 10mm EMC		OPTION 2 8mm EMC	
	\$	74,802.00	\$	80,664.00	\$	80,007.00	\$	85,869.00
Design & Engineering	\$	2,950.00	\$	2,950.00	\$	2,950.00	\$	2,950.00
Fabrication	\$	9,420.00	\$	9,420.00	\$	14,625.00	\$	14,625.00
Digital Display Equipment	\$	42,095.00	\$	47,957.00	\$	42,095.00	\$	47,957.00
Foundation and Site Work	\$	5,550.00	\$	5,550.00	\$	5,550.00	\$	5,550.00
Masonry	\$	8,892.00	\$	8,892.00	\$	8,892.00	\$	8,892.00
Installation	\$	5,895.00	\$	5,895.00	\$	5,895.00	\$	5,895.00
Electrical Work	Provided by Kane County							
Software Licensing	Included							
Training	Included							
Warranty	5 year parts on EMC, 2 year material and labor							
Optional Maintenance	5 year material and labor +\$4,263.00							



PROPOSAL

250075-02

Date: 04/21/2026

Expires: 05/21/2026

Drawing Numbers:

Project: Kane County Government Center- New Monument w/EMC
719 S, Batavia Ave.
Geneva, IL 60134

Client: Kane County Government Center
719 S, Batavia Ave.
Geneva, IL 60134

Contact: John Cunningham

We are pleased to offer this proposal for the following services at the above location.

Project Description:	Item Total:
DIGITAL MONUMENT SIGN - OPTION 1	\$74,802.00

Fabricate and install one (1) double-sided Electronic Message Center (EMC) onto existing ground monument sign.

Sign to be mounted within additional engineered concrete footings & mason base provided by Aurora Sign Co.

Sign to include two (2) WatchFire Electronic Message Center(s), refer to drawing & technical sheet for additional specifications. Software is cloud-based. Training included in cost. Broadband wireless communications with lifetime data plan included.

Connect to electrical feed supplied by Kane County, provided within six feet of sign. Power requirements to be discussed upon selection of Design Option.

Address Letters to be FCO Acrylic. Mounted onto mason base.
County Logo to be illuminated cabinet. Mounted onto mason base.

8MM EMC Option: \$80,664.00

PERMIT PROCUREMENT + permit fees at cost	\$425.00
---	-----------------

Deposit Rate: 50%
Deposit: \$37,613.50

Subtotal: \$75,227.00

Total: \$75,227.00

Salesperson: Ben Wagner

Buyer_____Seller_____



PROPOSAL

250075-02

Date: 04/21/2026
Expires: 05/21/2026

Drawing Numbers:

Project: Kane County Government Center- New Monument w/EMC
719 S, Batavia Ave.
Geneva, IL 60134

Client: Kane County Government Center
719 S, Batavia Ave.
Geneva, IL 60134

Contact: John Cunningham

TERMS: A deposit of 50% of the total project is required with order. OR 65% if an EMC is included in the project description. The balance is due within 10 days of completion invoice.

CANCELLATION POLICY: Any cancellation or schedule change must be requested 48 hours prior to your scheduled installation day. Any cancellations or rescheduling inside of this 48 hour window will incur a \$500-\$2,000 fee based on men and equipment scheduled onsite. Cancellation after arrival to the job site will result in a minimum \$1,200 cancellation fee.

PROCESSING FEE: All Credit Card payments will require a 3.5% transaction fee.

OPTION: A 2%DISCOUNT WILL APPLY TO PAYMENT IN FULL AT CONTRACT SIGNING. Permit costs will be billed separately.

PERMITS: Permit fees, engineering fees required by cities, and procurement fees will be additional. Sign construction will commence upon receipt of permit. Delivery dates are estimated from receipt of permit.

TAXES: The total cost of this contract is subject to the State of IL S.O.T. (service occupational tax) tax rate in the jurisdiction of the sign installation location, **TO BE BILLED ON FINAL INVOICE.**

EXCAVATION AND LANDSCAPING: In the instance where trenching and/or excavating for a sign base is involved, Aurora Sign Company assumes no responsibility for the final reseeding, planting and/or black dirt replacement involve in this operation. Aurora Sign Company will return the area to a workable condition to allow the customer to do the final landscaping involved. The above contract pricing is calculated with engineered footings for soil types common to your area. Upon excavation of abnormal soil conditions, (i.e.loose compaction, fresh backfill, abnormal backfill, building debris, hidden concrete) additional cost may be incurred. These additional costs will be passed along to the customer at a rate of cost plus 15% for handling.

WARRANTY: The above signage is guaranteed against defects in workmanship for a period of 24 months after the completion date. A Maintenance Contract is available to continue regular service following the warranty period.

DRAWINGS: The drawings that are submitted with this proposal are the property of Aurora Sign Company and are to be used only in connection with work performed by them. Reproduction in whole or in part for any other purpose is expressly forbidden without written consent from Aurora Sign Company. Design and layout charges of up to \$3000.00 may be assessed for misuse or reproduction of these plans.

Salesperson: Ben Wagner

Buyer's Acceptance _____ Title _____ Date _____

Seller's Acceptance _____ Title _____ Date _____

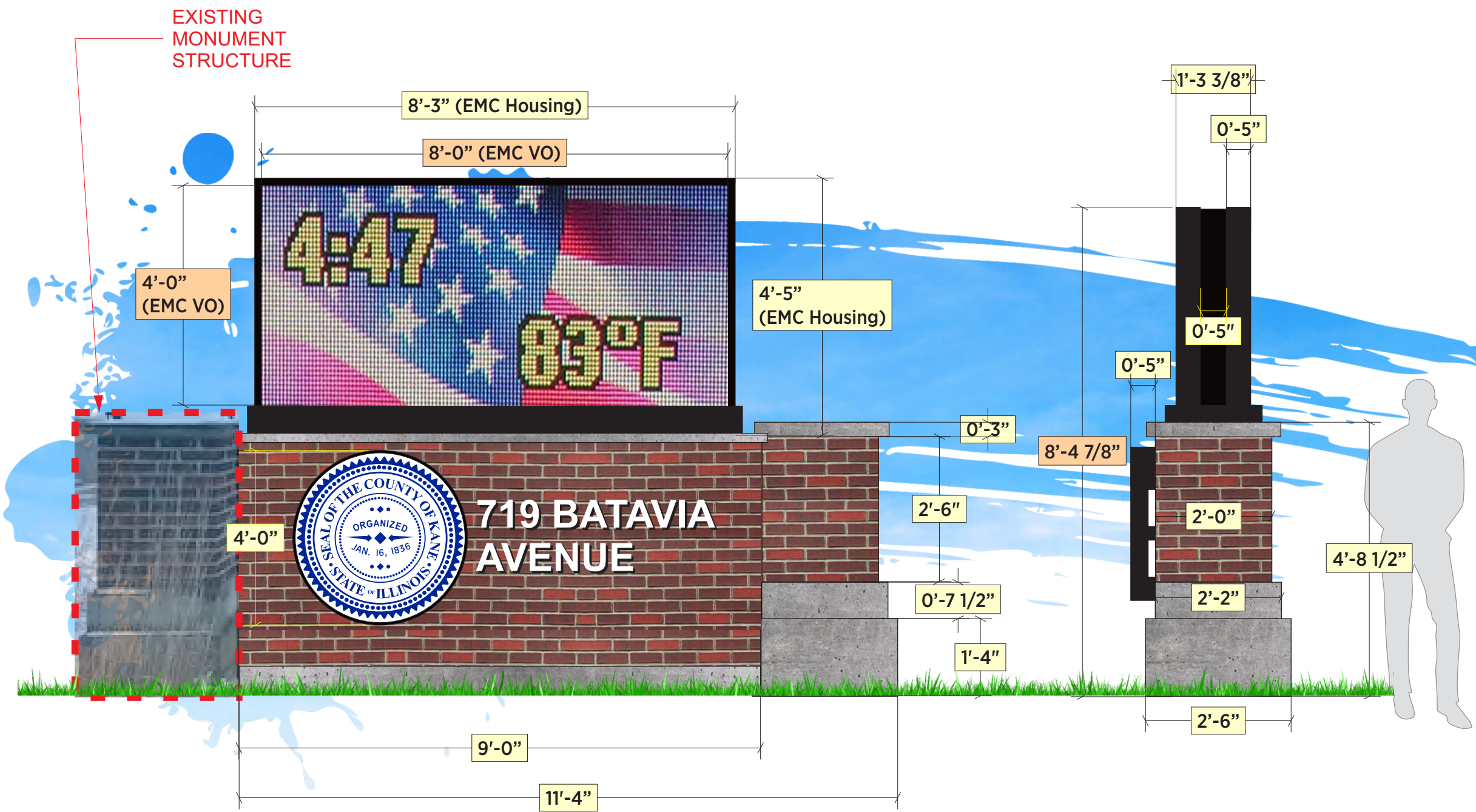
D/F Illuminated Ground Sign

Total Sqft: 85.0 ft²

OPTION 1

Face View

Side View



Real Brick Masonry Add-on with (2) EMC Units (back to back) and (1) Illuminated Sign Cabinet

Materials: Fabricate and install sign of aluminum & acrylic and real brick masonry.

Logo Cabinet: To be acrylic face with high-performance vinyl applied first surface.

EMC: Unit to have a visual area of 8' x 4'. Cabinet Size: 8'-3" x 4'-5".

Masonry Base: 1/2" White Acrylic Address on real brick base.

Illumination: Internal Illumination to be white LEDs.

Finish: All exposed metal surfaces to be coated with acrylic polyurethane.

SITE SURVEY REQUIRED All masonry measurements are to be verified in field before production. To match existing column and wall height.

SCALE 1/2"=1'		Drawn By: PJ	
3M High Performance - Reflex Blue	Vinyl	Aluminum Retainers/Returns - Black	Paint
Aluminum EMC Housing Cabinet - Black	Paint	3/16" Acrylic - Logo Face	Stock

Computer generated colors are not a true match to any PMS, vinyl or paint. Rendering shown is for concept only. Actual scale and placement shown are approximate.

All Signs Shall Be Installed In Accordance With N.E.C. Article 600

Engineering Specifications	Electrical Specifications
All Signs Fabricated as per A.S.A. Specifications & 2018 I.B.C.	All Signs Fabricated as per 2017 N.E.C. Specifications

NOTE: THIS DRAWING IS THE PROPERTY OF AURORA SIGN CO. IT IS NOT TO BE REPRODUCED, COPIED, OR EXHIBITED IN ANY FASHION WITHOUT WRITTEN CONSENT FROM AURORA SIGN CO. CHARGES OF UP TO \$2000.00 WILL BE ASSESSED FOR ANY MIS-USE OF THESE DRAWINGS.

D/F Illuminated Ground Sign

Total Sqft: 85.0 ft²

OPTION 1

*See next sheet for additional angle/photo



Real Brick Masonry Add-on with
(2) EMC Units (back to back) and (1)
Illuminated Sign Cabinet

	Drawn By:
	PJ

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All Signs Shall Be Installed In Accordance With N.E.C. Article 600

Engineering Specifications All Signs Fabricated as per A.S.A. Specifications & 2018 I.B.C.	Electrical Specifications All Signs Fabricated as per 2017 N.E.C. Specifications
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AURORA
SIGN CO.

OFFICE: 630-898-5900 • AURORASIGN.COM
30W196 CALUMET AVENUE W • WARRENVILLE, IL 60555

Prepared For:

Kane County Government Center

Location Name:

Address:

719 S. Batavia Ave.

City/State:

Geneva, IL 60134

Drwg:

250075

Sheet:

1A

Design Date:

02/03/2025

Rev A:

Rev B:

Rev C:

Rev D:

Rev E:

Rev F:

LANDLORD APPROVAL SIGNATURE

28

D/F Illuminated Ground Sign

Total Sqft: 85.0 ft²

OPTION 1

Real Brick Masonry Add-on with
(2) EMC Units (back to back) and (1)
Illuminated Sign Cabinet



	Drawn By:
	PJ

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All Signs Shall Be Installed In Accordance With N.E.C. Article 600	
Engineering Specifications All Signs Fabricated as per A.S.A. Specifications & 2018 I.B.C.	Electrical Specifications All Signs Fabricated as per 2017 N.E.C. Specifications

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30W196 CALUMET AVENUE W • WARRENVILLE, IL 60555

Prepared For:

Kane County Government Center

Address:

719 S. Batavia Ave.

Location Name:

City/State:

Geneva, IL 60134

Drwg: 250075

Sheet: 1B

Design Date: 02/03/2025

Rev A:

Rev D:

Rev B:

Rev E:

Rev C:

Rev F:

LANDLORD APPROVAL SIGNATURE

28



PROPOSAL

250075-03

Date: 04/22/2026

Expires: 05/22/2026

Drawing Numbers:

Project: Kane County Government Center- New Monument w/EMC
719 S, Batavia Ave.
Geneva, IL 60134

Client: Kane County Government Center
719 S, Batavia Ave.
Geneva, IL 60134

Contact: John Cunningham

We are pleased to offer this proposal for the following services at the above location.

Project Description:	Item Total:
DIGITAL MONUMENT SIGN - OPTION 2	\$80,007.00

Fabricate and install one (1) double-sided Electronic Message Center (EMC) onto existing ground monument sign.

Sign to be mounted within additional engineered concrete footings & mason base provided by Aurora Sign Co.

Sign to include two (2) WatchFire Electronic Message Center(s), refer to drawing & technical sheet for additional specifications. Software is cloud-based. Training included in cost. Broadband wireless communications with lifetime data plan included.

Connect to electrical feed supplied by Kane County, provided within six feet of sign. Power requirements to be discussed upon selection of Design Option.

Address Letters to be FCO Acrylic. Mounted onto mason base.
Top cabinet to be illuminated. Logo to be acrylic with vinyl applied first surface. Letters to be routed & push-thru acrylic.

8MM EMC Option: \$85,869

PERMIT PROCUREMENT + permit fees at cost **\$425.00**

Deposit Rate: 50%
Deposit: \$40,216.00

Subtotal: \$80,432.00

Total: \$80,432.00

TERMS: A deposit of 50% of the total project is required with order. OR 65% if an EMC is included in the project description. The balance is due within 10 days of completion invoice.

CANCELLATION POLICY: Any cancellation or schedule change must be requested 48 hours prior to your scheduled installation day. Any cancellations or

Salesperson: Ben Wagner

Buyer_____Seller_____



PROPOSAL

250075-03

Date: 04/22/2026
Expires: 05/22/2026

Drawing Numbers:

Project: Kane County Government Center- New Monument w/EMC
719 S, Batavia Ave.
Geneva, IL 60134

Client: Kane County Government Center
719 S, Batavia Ave.
Geneva, IL 60134

Contact: John Cunningham

rescheduling inside of this 48 hour window will incur a \$500-\$2,000 fee based on men and equipment scheduled onsite. Cancellation after arrival to the job site will result in a minimum \$1,200 cancellation fee.

PROCESSING FEE: All Credit Card payments will require a 3.5% transaction fee.

OPTION: A 2%DISCOUNT WILL APPLY TO PAYMENT IN FULL AT CONTRACT SIGNING. Permit costs will be billed separately.

PERMITS: Permit fees, engineering fees required by cities, and procurement fees will be additional. Sign construction will commence upon receipt of permit. Delivery dates are estimated from receipt of permit.

TAXES: The total cost of this contract is subject to the State of IL S.O.T. (service occupational tax) tax rate in the jurisdiction of the sign installation location, **TO BE BILLED ON FINAL INVOICE.**

EXCAVATION AND LANDSCAPING: In the instance where trenching and/or excavating for a sign base is involved, Aurora Sign Company assumes no responsibility for the final reseeding, planting and/or black dirt replacement involve in this operation. Aurora Sign Company will return the area to a workable condition to allow the customer to do the final landscaping involved. The above contract pricing is calculated with engineered footings for soil types common to your area. Upon excavation of abnormal soil conditions, (i.e.loose compaction, fresh backfill, abnormal backfill, building debris, hidden concrete) additional cost may be incurred. These additional costs will be passed along to the customer at a rate of cost plus 15% for handling.

WARRANTY: The above signage is guaranteed against defects in workmanship for a period of 24 months after the completion date. A Maintenance Contract is available to continue regular service following the warranty period.

DRAWINGS: The drawings that are submitted with this proposal are the property of Aurora Sign Company and are to be used only in connection with work performed by them. Reproduction in whole or in part for any other purpose is expressly forbidden without written consent from Aurora Sign Company. Design and layout charges of up to \$3000.00 may be assessed for misuse or reproduction of these plans.

Salesperson: Ben Wagner

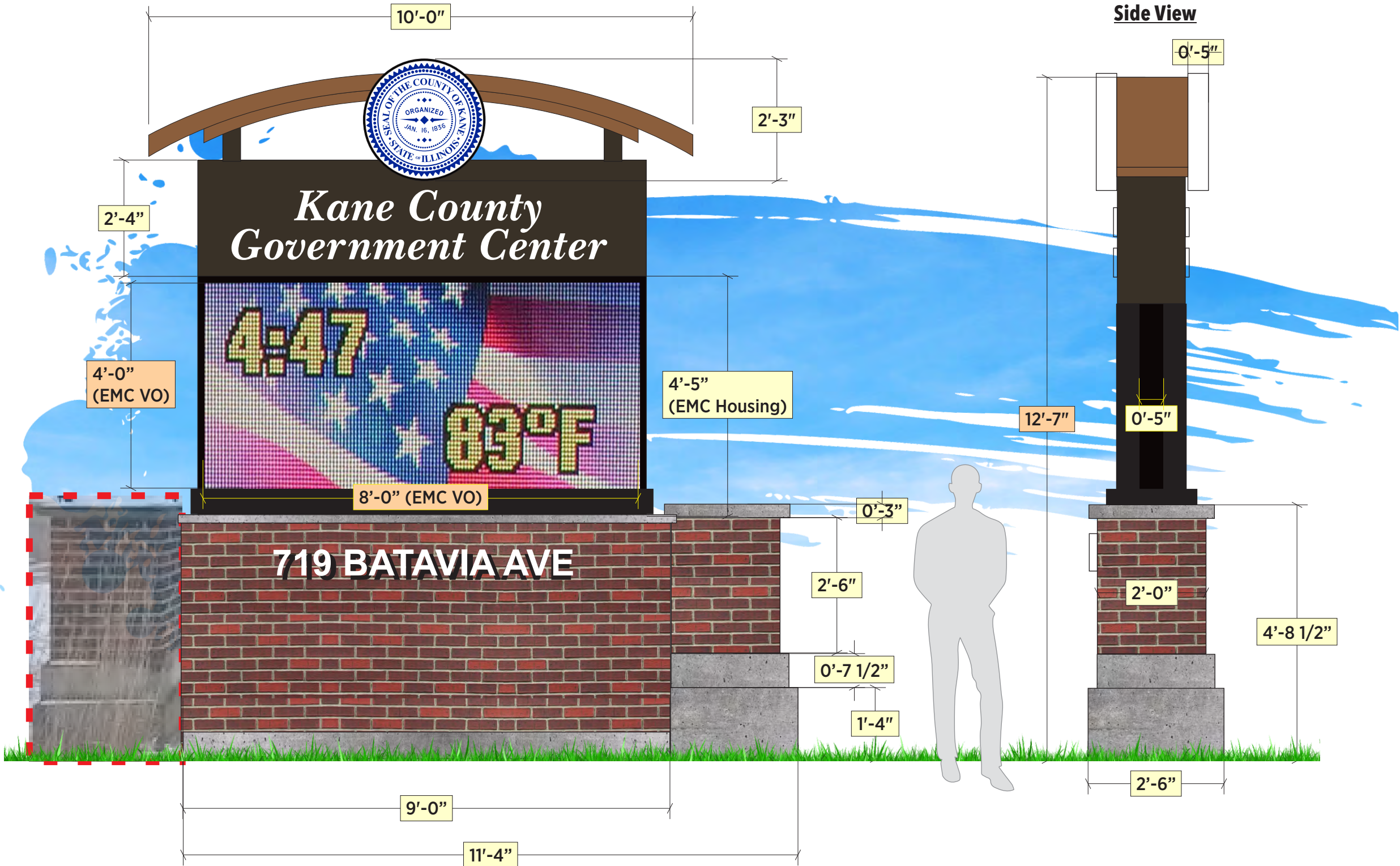
Buyer's Acceptance _____ Title _____ Date _____

Seller's Acceptance _____ Title _____ Date _____

D/F Illuminated Ground Sign

Total Sqft: 85.0 ft²

Face View



OPTION 2

Side View

Real Brick Masonry Add-on with (2) EMC Units (back to back) and (1) D/F Illuminated Sign Cabinet

Materials: Fabricate and install sign of aluminum & acrylic and real brick masonry.

Logo Cabinet: To be acrylic face with high-performance vinyl applied first surface.

Main Cabinet: To be routed aluminum face with 1/2" acrylic push-thru copy.

EMC: Unit to have a visual area of 8' x 4'. Cabinet Size: 8'-3" x 4'-5".

Masonry Base: 1/2" White Acrylic Address on real brick base.

Illumination: Internal Illumination to be white LEDs.

Finish: All exposed metal surfaces to be coated with acrylic polyurethane.



SITE SURVEY REQUIRED All masonry measurements are to be verified in field before production. To match existing column and wall height.

SCALE 3/8"=1'

Drawn By: PJ

3M High Performance - Reflex Blue	Vinyl
Aluminum Retainers/Returns - Black	Paint
Aluminum EMC Housing Cabinet - Black	Paint
3/16" Acrylic - Logo Face	Stock
1/2" Acrylic - Push Thru Copy	Stock
Aluminum Accents - Brown	Paint
Aluminum Cabinet - Dark Bronze	Paint

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All Signs Shall Be Installed In Accordance With N.E.C. Article 600

Engineering Specifications
All Signs Fabricated as per
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Electrical Specifications
All Signs Fabricated as per
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D/F Illuminated Ground Sign

Total Sqft: 85.0 ft²

OPTION 2

*See next sheet for additional angle/photo



Real Brick Masonry Add-on with
(2) EMC Units (back to back) and (1)
Illuminated Sign Cabinet

	Drawn By:
	PJ

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All Signs Shall Be Installed In Accordance With N.E.C. Article 600

Engineering Specifications All Signs Fabricated as per A.S.A. Specifications & 2018 I.B.C.	Electrical Specifications All Signs Fabricated as per 2017 N.E.C. Specifications
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AURORA SIGN CO. OFFICE: 630-898-5900 • AURORASIGN.COM 30W196 CALUMET AVENUE W • WARRENVILLE, IL 60555	Prepared For: Kane County Government Center	Address: 719 S. Batavia Ave.	Drwg: 250075	Sheet: 2A	Design Date: 02/03/2025	LANDLORD APPROVAL SIGNATURE
	Location Name:	City/State: Geneva, IL 60134	Rev A:		Rev D:	
			Rev B:		Rev E:	
			Rev C:		Rev F:	

D/F Illuminated Ground Sign

Total Sqft: 85.0 ft²

OPTION 2

Real Brick Masonry Add-on with
(2) EMC Units (back to back) and (1)
Illuminated Sign Cabinet



	Drawn By:
	PJ

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Engineering Specifications All Signs Fabricated as per A.S.A. Specifications & 2018 I.B.C.	Electrical Specifications All Signs Fabricated as per 2017 N.E.C. Specifications
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	Location Name:	City/State: Geneva, IL 60134	Rev A:		Rev D:	
			Rev B:		Rev E:	
			Rev C:		Rev F:	

REFERENCES
Design and Construction of Digital Monument Sign
For
KANE COUNTY BOARD, Geneva, Illinois

List below businesses or other organizations for whom you have provided comparable services:

Offeror's Name: Aurora Sign Company

1. Organization: Please See Attached References
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: _____

Customer Reference List – Public Body

Thank you for considering **Aurora Sign Company** as a trusted signage partner. For more than 70 years, we have delivered innovative, brand-focused signage solutions designed to enhance visibility, navigation and overall customer experience.

This Customer Reference List highlights representative client partnerships and project experience, demonstrating our ability to successfully **design, fabricate, and install customer signage programs for cities and villages across diverse municipalities and project scales. Our long-standing relationships with municipal partners reflect our commitment to quality craftsmanship, collaborative project execution, and exceptional service.**

Village of Montgomery

200 N. River Street, Montgomery, IL 60538

Contact: Kristina Nemetz **Email:** knemetz@montgomeryil.org **Phone:** 630-450-0929

Projects: Design, fabrication, and installation of community gateway monuments featuring custom masonry construction. Projects also included non-illuminated gateway wayfinding signage and population panel and post designed to enhance community identity and improve visitor navigation.

City of Batavia

100 N. Island Avenue, Batavia, IL 60510

Contact: Gary Holm **Email:** gholm@cityofbatavia.net **Phone:** 630-454-2309

Projects: Design, fabrication, and installation of custom gateway monument signage featuring integrated masonry construction, dimensional lettering and architectural detailing. The monuments were designed to complement surrounding streetscape elements while establishing a cohesive gateway identify for the community.

City of Warrenville

35258 Manning Avenue, Warrenville, IL 60555

Contact: David Ramero **Email:** dromero@warrenville.il.us **Phone:** 630-836-3029

Projects: Design, fabrication, and installation of custom illuminated gateway monument signage of synthetic stucco construction with faux stone, featuring breakaway system, solar powered lighting, raised stucco dimensional lettering and architectural detailing. The monument was designed to enhance the existing streetscape while creating a cohesive gateway landmark for the community.

Village of Buffalo Grove

51 Raupp Road, Buffalo Grove, IL 60089

Contact: Jim Warnstedt **Email:** jwarnstedt@vbg.org **Phone:** 847-459-2545

Projects: Design, fabrication, and installation of custom illuminated monument for the Public Works Department and currently in production a custom illuminated monument for Fire Station 25. Both signs are routed aluminum faces backed with acrylic with vinyl graphics and include the Buffalo Grove branding identify.

City of Elgin

150 Dexter Court, Elgin, IL 60120

Contact: Nickon Etminan **Email:** Nickon.etminam@elginil.gov **Phone:** 847-931-5606

Projects: Design, fabrication, and installation of custom illuminated monument signage featuring an electronic message system, integrated masonry construction, dimensional illuminated cabinets, routed aluminum faces with acrylic pushed through routed faces with face and halo illumination and vinyl graphics.

RESPONSIBLE BIDDER REQUIREMENTS FORM

To be completed by the Contractor/Subcontractor

Project Description: Digital Monument Sign **Contract Number:** 26-027-TK
Business Name: Aurora Sign Company
Business Address: 30W196 Calumet Ave., West, Warrenville, IL 60555
Contact Person: Ben Wagner
Phone: 630-898-5900 **E-mail:** bwagner@aurorasign.com

Contractor and all subcontractors shall complete this Responsible Bidder Requirements Form ("Form") and submit supporting documentation as required pursuant to Kane County Ordinance No. 23-340. Contractor must submit this Form and all related evidence with its bid. Contractor shall be responsible for providing this Form to all subcontractors who will perform work on the project. All subcontractors' Forms and supporting documentation must be submitted no later than the date and time of the contract award. 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.

For the remainder of this Form, "Contractor" refers to the general contractor and all subcontractors. Each item must be answered. If the question is not applicable, answer "NA." If the answer is none, answer "none."

The certifications set forth in this Form and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

The undersigned Brandon Weis, as President and
(Name) (Title)
on behalf of Aurora Sign Company having been duly sworn
under (Contractor)
oath certifies that:

Business Organization

The form of business organization of the Contractor is (check one):

☐ Sole Proprietor or Partnership ☐ LLC
☒ Corporation ☐ Independent Contractor (Individual)

If the contractor/subcontractor is a corporation, indicate the state and the date of incorporation:

Illinois

Authorized to do business in the State of Illinois:

Yes [x] No []

Describe supporting documentation attached: **Secretary of State Letter of Legal Existence/Good Standing**

Registered with Illinois Department of Revenue: Yes [x] No []

Describe supporting documentation attached (if "No," explain):
State of Illinois-Departement of Revenue - Certification of Registration

Registered with Illinois Department of Employment Security: Yes [x] No []

Describe supporting documentation attached (if "No," explain):
Illinois Department of Employment Security - Statement of Benefit Charges

Tax liens or tax delinquencies

Any federal, state or local tax liens or tax delinquencies against the Contractor or any officers of the Contractor in the last five (5) years: Yes [] No [x]

"No" means "not applicable." If "yes," describe lien/delinquencies and resolution: _____

Workers' Compensation

Contractor's employees who will perform work on the project are:

Covered under a current workers' compensation policy: Yes [x] No []

Properly classified under such policy: Yes [x] No []

Describe supporting documentation attached:
Certificate of Insurance

Prevailing Wage Compliance

Contractor has complied with all provisions of the Illinois Prevailing Wage Act and federal Davis-Bacon and related Acts, and all rules and regulations therein, for the past five (5) years:

Yes ☒ No ☐

Contractor has reviewed the applicable prevailing wage law, including the Illinois Prevailing Wage Act, and federal Davis-Bacon Act:

Yes ☒ No ☐

Contractor will pay the applicable prevailing wage rates:

Yes ☒ No ☐

Contractor will strictly comply with applicable prevailing wage laws:

Yes ☒ No ☐

Contractor has not been found by the Illinois Department of Labor to be in violation of the Illinois Prevailing Wage Act twice within the past three-year period.
("Yes" indicates compliance with the Act):

Yes ☒ No ☐

If the above answer is "No," list the date(s) of the Department's finding of a violation:

Substance Abuse

Contractor complies with the Substance Abuse Prevention on Public Works Projects Act by:

Attaching a written substance abuse program in effect for its employees that meets or exceeds the requirements of the Act; or:

Yes ☒ No ☐

Attaching applicable provision from a collective bargaining agreement in effect for its employees that deals with the subject matter of the Act.

Yes ☐ No ☐

Employee Classification

Contractor's employees that will perform work on the project are properly classified as employees or independent contractors under all applicable state and federal laws and local ordinances:

N/A ☐ Yes ☒ No ☐

Professional or Trade Licenses

Contractor will possess all applicable professional and trade licenses required for performing the Contract work:

Yes ☒ No ☐

Describe supporting documentation of such licenses:

Masters Electrical License, CPR & First Aid Training Certificates, OSHA 30 Hour Training-Construction Certificate, Crane Operator & Safety Training Certificates

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation:

N/A

Registered Apprenticeship Programs

Contractor participates in apprenticeship training programs approved by and registered with the United States Department of Labor applicable to each trade it will perform on the project:

Yes ☒ No ☐

Each program meets the requirement that a program has graduated at least five (5) apprentices in each of the past five (5) years :

Yes ☒ No ☐

Please attach documentation that evidences (i) Contractor's participation in applicable registered programs and (ii) that each program meets the graduation requirement.

*See Letter from NECA-IBEW Local Union No. 461, Joint Apprenticeship and Training Committee

Safety & Health Activities

Contractor confirms that is has OSHA cards on file showing 10-hour or greater safety programs completed for all employees performing construction on project and who face hazards on the job:

Yes ☒ No ☐

Subcontractors

Contractor has disclosed the name and address of each subcontractor for whom the contractor has accepted a bid and/or intends to hire on any part of the project (Form A):

Yes [☒] No [☐]

Contractor provided a Form to all of the above-referenced subcontractors:

Yes [☒] No [☐]

Documentation Attached (Contractor must initial next to each item):

BW **Table A:** Name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project.

NOTE: All subcontractors shall complete and submit an Affidavit of Compliance no later than the date the subcontractor commences work on the project.

BW **Table B:** Additional Information Required

BW **Certificate of Good Standing**
(or other evidence of compliance with laws pre-requisite to doing business in the state)

BW **Illinois Department of Revenue registration**

BW **Illinois Department of Employment Security registration**

BW **Evidence of participation in applicable registered apprenticeship programs**

BW **Evidence that each apprenticeship program meets RBO graduation requirement**

BW **Substance Abuse Prevention program (or applicable provision from CBA in effect)**

BW **Written Safety Policy Statement signed by company representative**

BW **OSHA cards evidencing 10-hour or greater safety program, if requested**

BW **Workers' Compensation Coverage**

BW **Professional or Trade Licenses**

Table A

Subcontractors who will Perform Work on the Project

Name	Address	Work to be Performed
Greg Stephens - Masonry	119 Tilton Park Drive, Dekalb, IL 60115	Masonry
Badger Daylighting Corp	1740 N 25th Ave., Melrose Park, IL 60160	Hyrdovac Excavations

Table B **Additional Information Required**

If required in the bid specifications, Contractor shall complete items I and/or II below:

I. Statement of past three (3) years' experience on public construction projects.

Public Body/ Project Name/Year	Reference Name/ Phone #	Original Price/ Final price	Subcontractors
Village of Montgomery Gateway Monument Signs 4/2026, 5/2025	Kristina Nemetz 630-450-0929 knemetz@montgomeryil.org	\$35,750 / \$35,750 \$35,252 / \$35,252	Greg Stephens Masonry
City of Warrenville Gateway Monument Sign 3/2026	David Ramero 630-836-3029 dromero@warrenville.il.us	\$30,810 / \$30,810	
City of Batavia Gateway Monument Signs 6/2025, 2/2024, 10/2023	Gary Holm 630-454-23009 gholm@cityofbatavia.net	\$72,809 / \$72,809 \$55,105 / \$55,105 \$48,575 / \$48,575	Greg Stephens Masonry Badger Daylighting Pezza Landscape, Inc
Village of Buffalo Grove Monument Signs - Fire Station 25 To be completed 6/2026	Jim Warnstedt 847-459-2545 jwarnstedt@vbg.org	\$17,920 / In process on budget	
Village of Buffalo Grove Monument Sign - Public Works 5/2024	Jim Warnstedt 847-459-2545 jwarnstedt@vbg.org	\$16,515 / \$16,515	
City of Elgin Monument with Electronic Message Centers - Bowes Creek Golf Course & Country Club To be completed 6/2026	Nickon Etminan 847-931-5605 nickon.etminan@elginil.gov	\$72,060 / In process on budget	Greg Stephens Masonry Pezza Landscape, Inc.
City of Geneva Gateway Monument Signs & Historic Downtown Monument Signs 2/2024	Cathleen Tymoszenko 630-232-7449 ctymoszenko@geneva.il.us	\$63,774 / \$63,774	Greg Stephens Masonry
City of Geneva Gateway Monument Sign 4/2023	Cathleen Tymoszenko 630-232-7449 ctymoszenko@geneva.il.us	\$16,757 / \$16,157	Greg Stephens Masonry
Arlington Heights Park District Gateway Monument Sign w/ Electronic Message Centers To be completed by 5/2026	John Kramer 847-506-7145 jkramer@ahpd.org	\$127,702 / In Process on budget	Greg Stephens Masonry

- II. List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

Date	Law	Determination	Penalty
		N/A	

CONTRACTOR VERIFICATION

I certify that I am authorized to execute this Contractor Verification on behalf of the Contractor set forth on page one (1), that I have personal knowledge of all the information set forth herein, and that all statements, representations, information and documents provided in or with this Form and attachments hereto are true and accurate and are submitted in compliance with the requirements of Kane County Ordinance No. 23-340. 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.

The Contractor shall report any change in any of the facts stated in this Form within fourteen (14) days of the effective date of such change by completing and submitting a new Form. Failure to comply with this requirement is grounds for the Contractor to be deemed a non-responsible bidder.



Signature of Authorized Officer

Brandon Weis

Name of Authorized Officer (Print or Type)

President

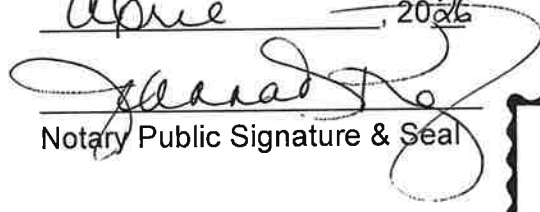
Title

630-898-5900

Telephone Number

Subscribed and sworn to
before me this 27th day of

April, 2026



Notary Public Signature & Seal

OFFICIAL SEAL
JEANNA D KAYER
Notary Public, State of Illinois
Commission No. 683142
My Commission Expires June 05, 2029

SUBCONTRACTOR VERIFICATION

I certify that I am authorized to execute this Subcontractor Verification on behalf of the Subcontractor set forth on page one (1), that I have personal knowledge of all the information set forth herein and that all statements, representations, information and documents provided in or with this Form and attachments hereto are true and accurate and are submitted in compliance with the requirements of Kane County Ordinance No. 23-340.

The Subcontractor shall report any change in any of the facts stated in this Form within fourteen (14) days of the effective date of such change by completing and submitting a new Affidavit. Failure to comply with this requirement is grounds for the project owner to withhold payment due for work performed.



Signature of Authorized Officer

Brandon Weis

Name of Authorized Officer (Print or Type)

President

Title

630-898-5900

Telephone Number

Subscribed and sworn to
before me this 27th day of

April, 2026



Notary Public Signature & Seal

OFFICIAL SEAL
JEANNA D KAYER
Notary Public, State of Illinois
Commission No. 683142
My Commission Expires June 05, 2029

CONTRACTOR DISCLOSURE

As of April 29, 2026, Aurora Sign Company, to the best of our knowledge of Owner, Officers, or Executives have not made any political campaign contributions to any Kane County Elected Official, countywide, in the last twelve (12) month period.

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

Brandon Weis 100%
30W196 Calumet Ave., West
Warrenville, IL 60555



Officer

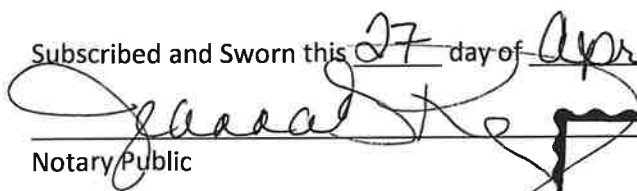
4/27/26

Date

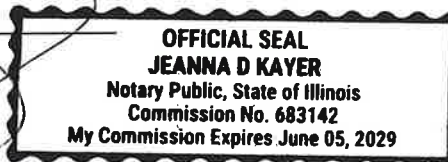
Pres

Title

Subscribed and Sworn this 27 day of April, 2026.



Notary Public



FAMILIAL RELATIONSHIP DISCLOSURE

As of April 29, 2026, Aurora Sign Company, to the best of our knowledge of Owner, Officers, or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last twelve (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.



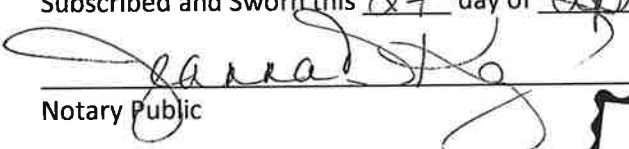
Officer

4/27/26
Date

Pres

Title

Subscribed and Sworn this 27 day of April, 2026.



Notary Public



AIA Document A310™ – 2010
Bid Bond**CONTRACTOR:***(Name, legal status and address)*

Aurora Sign Company

30W196 Calumet Ave. W
Warrenville, IL 60503-9346**OWNER:***(Name, legal status and address)*County of Kane
719 S Batavia Ave
Geneva, IL 60134-3077**SURETY:***(Name, legal status and principal place of business)*West Bend Insurance Company
1900 S 18th Ave
West Bend, WI 53095-8796**BOND AMOUNT: \$**

Five Percent of the Amount Bid

PROJECT:*(Name, location or address, and Project number, if any)*

Design, Manufacture, Installation of Digital Monument Sign

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.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

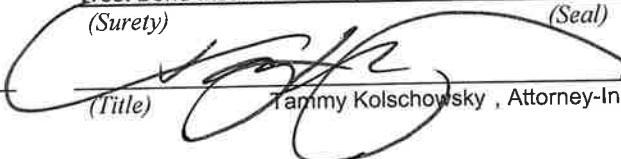
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

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User Notes:

Signed and sealed this 29 day of April, 2026

 _____ (Witness)	<u>Aurora Sign Company</u> (Contractor as Principal) (Seal)  _____ (Title) Brandon Weis President
 _____ (Witness)	<u>West Bend Insurance Company</u> (Surety) (Seal)  _____ (Title) Tammy Kolschowsky, Attorney-In-Fact



Bond No. 2676221

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Tammy Kolschowsky

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 29th day of April, 2026.



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

While a bond(s) is active, a bonded principal is a member of West Bend Mutual Holding Company. Please visit <https://www.thesilverlining.com/annual-meeting> for details regarding the annual membership meeting and your voting rights.

Attachments

Kane County – Digital Monument Sign RFP 26-027-TK

- State of Illinois – Department of Revenue – Certificate of Registration
- State of Illinois – Secretary of State – Certificate of Good Standing
- Illinois Department of Employment Security – Statement of Benefit Charges
- Certificate of Insurance; Workman's Compensation
- W9 – Taxpayer Identification Number and Certification
- NECA-IBEW Local Union no. 461 - Joint Apprenticeship and Training Committee Letter
- Aurora Sign Written Employee Policies
 - Equal Employment Opportunity
 - Business Ethics and Conduct
 - Respect of the Workplace
 - Anti-Harassment & Anti Bullying
 - Durg and Alcohol Use
- Aurora Sign Co Written Safety Policy Statement
- Masters Electrical License
- Certifications
 - Crane Operator & Safety Training Certificates
 - OSHA 30 Hour Outreach Training Program – Construction Certificate
 - CPR and First Aid Training Certificates
- Aurora Sign Company Organizational Chart
- Aurora Sign Company Intro Packet

Verify that all of your Illinois Business Authorization information is correct.

If not, contact us immediately.

If all of the information is correct, you may print and visibly display at the business listed. Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

Illinois Business Authorization

AURORA SIGN CO.

**30W196 CALUMET AVE W
WARRENVILLE IL 60555-1548**

**Loc. Code: 022-0022-8-001
Warrenville
DuPage County**

**Expiration Date:
7/31/2026**

Certificate of Registration

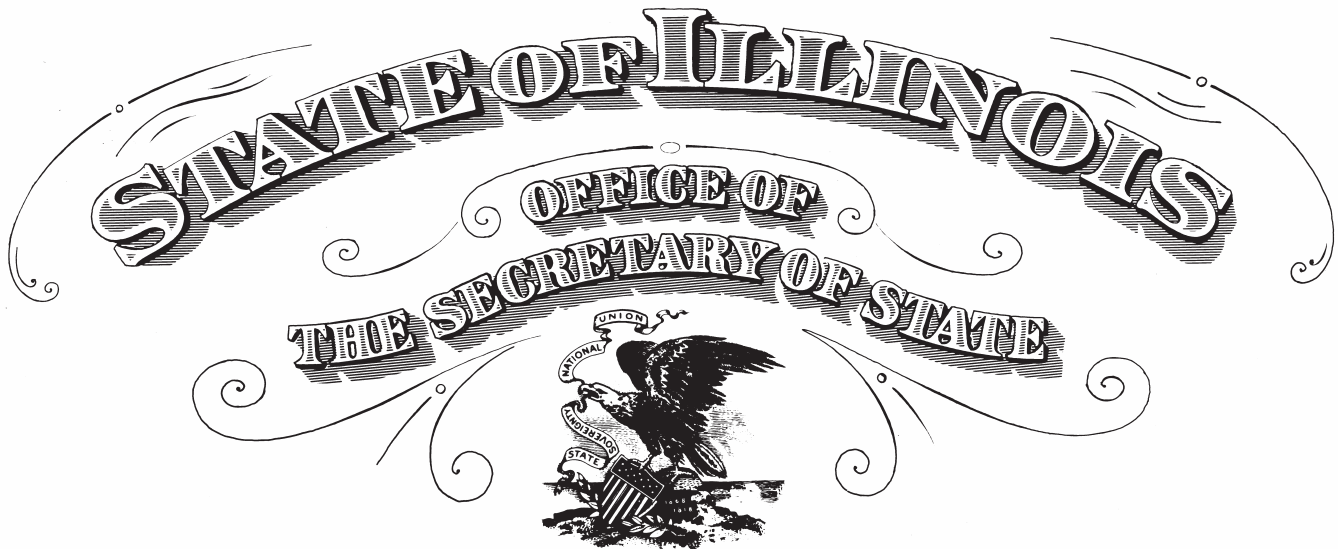
Sales and use taxes and fees

(3041-7988)

ILLINOIS REVENUE
[Signature]
Director

Issued Date: 06/02/2025

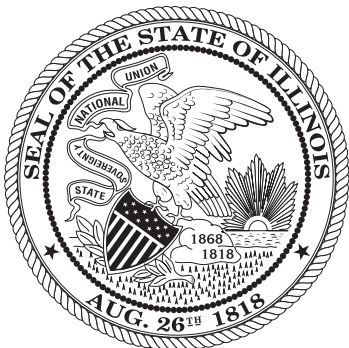
OFFICIAL DOCUMENT



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulas, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

AURORA SIGN CO., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JULY 23, 1999, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 21ST
day of APRIL A.D. 2026 .

Statement of Benefit Charges



#BWNKMGV
#CNXX XX74 4344 2961#
AURORA SIGN COMPANY
AURORA SIGN COMPANY
30W196 CALUMET AVE W STE 101
WARRENVILLE IL 60555-1549

Mail Date: 02/10/2026
Letter ID: CNXXXX7443442961

Account ID: 4237054
Statement Period: 10/01/2025 - 12/31/2025
Application For Revision Due: 03/27/2026

STATEMENT OF BENEFIT CHARGES

This is not a bill. These charges may affect your future contribution rates.

PURPOSE

This Statement lists in detail the unemployment benefit charges and any charge adjustments made to your account during the Statement Period (listed above) and establishes your protest rights to the charges.

CHARGING EXPLANATION

This Statement is a report of the benefit charges assessed to your unemployment experience rating record during the period covered due to benefits paid to your former employees (or in some cases, current employees). When any regular benefits are paid, the law requires that 100% of the amount of the benefits, including any dependents' allowance, become benefit charges. Except for periods in which other provisions of the law provide relief for Extended Benefits, when Extended Benefits are paid, the law requires that 50% of the amount of the Extended Benefits, including dependents' allowance, become benefit charges. Federal relief for COVID-19-related Extended Benefits ended with the week ending September 4, 2021, and COVID-19-related Extended Benefits triggered off with the week ending September 11, 2021.

If you are a successor employing unit, this notice will include benefit charges based on separations from, or reductions in work initiated by, the predecessor employing unit as required by the Unemployment Insurance Act ("UI Act"), section 205 (Meaning of "Employer"), and section 1507 (Contribution Rates of Successor and Predecessor Employing Units) (820 ILCS 405/205 and 1507).

State law provides that in certain circumstances benefit charges will not be cancelled for benefits paid to a claimant that are later reversed when the benefits were initially paid to the claimant due to an employer's failure to submit a timely or sufficient initial protest. If you received a Decision of Non-Cancellation of Benefit Charges or Amounts Due or a Reconsidered Decision of Non-Cancellation of Benefit Charges or Amounts Due during the current calendar year, you or your representative have established a pattern of failing to respond timely or sufficiently to requests by this Department for information related to claims for benefits. As a result, for the remainder of the calendar year, charges that normally would be cancelled due to the reversal of a prior determination allowing benefits will not be cancelled, and previously cancelled charges will be restored to your account. (UI Act Section 706 and 56 Ill. Adm. Code 2765.336.) Visit ides.illinois.gov/UIRights for more information.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2026

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Konen Insurance Agency, Inc. 2570 Beverly Drive Suite 100 Aurora, IL 60502	CONTACT NAME: Melanie Garza	
	PHONE (A/C, No, Ext): 630 897-4239	FAX (A/C, No):
E-MAIL ADDRESS: melanie@konen.com		
INSURED Aurora Sign Company 30W196 Calumet Ave W Warrenville, IL 60555	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Erie Insurance Company	
	INSURER B : Erie Insurance Exchange	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			Q610215811	08/05/2025	08/05/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			Q080540066	08/05/2025	08/05/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$			Q320570410	08/05/2025	08/05/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$ \$
B	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	Q920500843	08/05/2025	08/05/2026	☒ 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

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

Project: Kane County Government Center, Southeast Corner of Thirst Street and Illinois Route 31, Geneva
Illinois Digital Monument Sign

CERTIFICATE HOLDER

CANCELLATION

County of Kane
719 S. Batavia Avenue, Bldg. A
Geneva, IL 60134

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

Brian V. Konen

© 1988-2015 ACORD CORPORATION. All rights reserved.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) WK Enterprises	
	2 Business name/disregarded entity name, if different from above. Aurora Sign Company	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
5 Address (number, street, and apt. or suite no.). See instructions. 30W196 Calumet Ave W		Requester's name and address (optional)
6 City, state, and ZIP code Warrenville, IL 60555		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
3	6		-	4	3	0	7	2 2 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 1/9/26
------------------	--	--------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

JOINT APPRENTICESHIP AND TRAINING COMMITTEE



NECA-IBEW LOCAL UNION NO. 461
591 SULLIVAN ROAD, SUITE 200
AURORA, IL 60506



PHONE (630) 897-0461 - FAX (630) 897-1317

December 3, 2025

To Whom It May Concern:

This letter is to confirm that Aurora Sign Co., in accordance with the Inside Agreement between the Northeastern Illinois Chapter of the National Electrical Contractors Association (N.E.C.A) - Aurora Division and Local Union No. 461 International Brotherhood of Electrical Workers, is participating in a Joint Apprenticeship and Training program.

The Apprenticeship program is titled the Northeastern Illinois Chapter N.E.C.A. and Local Union No. 461 I.B.E.W. and is referred to as a Joint Apprenticeship and Training Committee (J.A.T.C.).

The Apprenticeship Training program is registered with the United States Department of Labor, Bureau of Apprenticeship and Training and our program number is IL004780093.

If this office can be of further assistance, please contact me by phone at 630-897-0461.

Sincerely,

A handwritten signature in black ink, which appears to read "Michael P. Angelo".

Michael P. Angelo
Apprenticeship Training Director

JOINT APPRENTICESHIP AND TRAINING COMMITTEE



NECA-IBEW LOCAL UNION NO. 461
591 SULLIVAN ROAD, SUITE 200
AURORA, IL 60506



PHONE (630) 897-0461 - FAX (630) 897-1317

	Inside	VDV	Total
2025	5	2	7
2024	5		5
2023	5		5
Total			<u>17</u>

1.3 Equal Employment Opportunity

To provide equal employment and advancement opportunities to all individuals, employment decisions will be based on merit, qualifications and abilities. We do not discriminate in employment opportunities or practices based on race, color, religion, gender, sexual orientation, gender identity, nationality, age, disability, medical condition, marital status, military or veteran status, genetic information or any other classification protected by federal or state law.

This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination and access to benefits and training.

Employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor, or the Human Resources Administrator or the Owners. Employees can raise concerns and make reports without

1.4 Business Ethics and Conduct

The successful business operation and reputation of the Company is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of the Company is dependent upon our customers' trust and we are dedicated to preserving that trust. Employees owe a duty to the Company, its customers and other stakeholders to act, while at work, away from work and online, in a way that will merit the continued trust and confidence of our customers and the public

We will comply with all applicable laws and regulations and expect our employees to conduct business in accordance with the letter, spirit and intent of all relevant laws and regulations and to refrain from any illegal, dishonest, or unethical conduct.

7.1 Respect in the Workplace

The most productive and satisfying work environment is one in which work is accomplished in a spirit of mutual trust and respect. That trust and respect should show by the manner in which our employees interact with each other. We value positive communication and conversations. We expect our employees to have different opinions – we all come from different backgrounds and have had different experiences. Those differences allow us to see things from different angles so that the Company can grow and thrive. We also encourage and empower our employees to speak up if they have a concern about the manner in which they are being treated, both to the person whose treatment is a concern and to management or the Human Resources Administrator or the Owner. No one should be made to feel as if their position with the Company would be affected by raising concerns in a productive, professional manner.

OUR TEN BASIC GUIDELINES

- Every employee is a vital part of our team, your conduct and actions toward other employees should reflect this.
- Treat other employees in the way you want other employees to treat you – with dignity and respect.
- Develop positive, professional relationships with your co-workers – have fun without allowing your conversations and actions to drift into unprofessional conduct or inappropriate conversations.
- While supervisors and managers direct the work of others, they should do so professionally and productively.
- Recognize that there is no “right” or “wrong” perspective and handle different perspectives productively.
- Even when you are upset or frustrated, maintain a professional tone. (Take a few minutes to collect your thoughts, if needed.)
- Re-read your written communications, particularly e-mails and texts, before sending them to ensure that they reflect our philosophies and promote a positive and productive workplace.
- Speak up if you have concerns and, if someone expresses a concern to you, listen.
- Be open to receiving constructive criticism -- see it as an opportunity to improve.
- If you make a mistake or are told that your conduct offended someone, apologize and adjust your approach to show respect for others on the team.

If we all follow these basic guidelines, we can avoid comments or conduct that offends another employee, or that interferes with another person’s employment, impairs morale and causes serious harm to the productivity, efficiency and stability of our organization.

ANTI-HARASSMENT POLICY

A positive and respectful working environment is free of sexual and other harassment and intimidation, including harassment based on race, color, sex (with or without sexual conduct), sexual orientation, gender identity, religion, national origin, protected activity (i.e. opposition to prohibited discrimination or participation in the complaint process), age, disability, veteran status or any other protected categories. **Harassment of any type will not be tolerated.** The Company is also committed to ensuring that its

employees are not subjected to harassment by non-employees, such as our customers, vendors, suppliers, visitors, and others with whom we have a relationship. An employee who violates this policy against Harassment will be subject to disciplinary action, up to and including termination of employment.

What is Harassment?

Sexual and other harassment is a form of misconduct that undermines the integrity of the employment relationship. Harassment does not support a productive and respectful working environment. It is not only offensive, but it may also harm morale and interfere with our effectiveness and our ability to fulfill our responsibilities to our customers. All employees must be allowed to work in an environment free from unsolicited and unwelcome sexual overtones and harassment in any form. It is also important to recognize that the workplace travels with us wherever we go (including conferences, meetings, casual get-togethers after work). Accordingly, harassment is not tolerated on our property or any other location.

Sexual harassment, for purposes of this policy, is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of the individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment does not mean occasional compliments of a socially acceptable nature. However, sexual harassment does include, but is not limited to, actions such as:

- sex-oriented verbal "kidding" or abuse, crude or offensive language, jokes, or pranks;
- possession, display, or distribution of photographs, drawings, objects, or graffiti of a sexual nature (employees should keep in mind that this type of material may not be placed on walls, bulletin boards, computer screen savers or wallpaper, or elsewhere on Company property, nor should it be circulated in the workplace);
- subtle or other pressure for sexual activity;
- epithets, slurs, put-downs, negative stereotyping, or threatening, intimidating or hostile acts;
- physical conduct such as patting, pinching, or constant brushing against another's body;
- explicit demands for sexual favors, whether or not accompanied by implied or overt promises of preferential treatment or threats concerning an individual's employment status;
- offensive sexual flirtations, advances or propositions; and/or
- any other offensive, hostile, intimidating, or abusive conduct of a sexual nature.

Keep in mind that this policy against Harassment applies not only to sexual harassment, but to harassment in general. Therefore, the above activities or conduct that relate to an individual's race, sexual orientation, gender identity, age, religion, national origin, disability, and any other protected category may also violate our Policy. For example, written or graphic material that defames or shows hostility or aversion toward an individual or group (including religious groups) violate this policy against Harassment.

ANTI-BULLYING POLICY

Bullying has many of the same negative effects on a workplace as harassment and will not be tolerated. Bullying is intended to show another person that you have “power” over them, which is not consistent with our basic guidelines. Some examples of bullying include:

- verbal abuse;
- conduct and/or behaviors (including nonverbal) that are threatening, humiliating, or intimidating; and
- Sabotaging other employee’s work.

An employee who violates this policy against Bullying will be subject to disciplinary action, up to and including termination of employment.

7.2 Drug and Alcohol Use

It is the Company's desire to provide a drug-free, healthful and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on our premises and while conducting business-related activities off premises, no employee may use, possess, distribute, sell or be under the influence of illegal drugs or alcohol. The legal use of prescribed drugs is permitted on the job **only** if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace. While the use of marijuana has been legalized under some state laws for medicinal and/or recreational purposes, it remains an illegal drug under federal law and the Company is not required to allow the use of marijuana in the workplace. While the Company does not discriminate against employees on the basis of an employee's lawful, off-duty use of marijuana, use or being under the influence of marijuana is strictly prohibited on Company property, while conducting Company business, or while operating any Company owned vehicle, tools, or equipment and will result in disciplinary action up to and including termination.

To ensure compliance with this policy, drug and alcohol screening will be conducted in the following situations:

Pre-Employment: As a condition of employment by the Company, all prospective employees who receive a conditional offer of employment must pass a pre-employment drug and alcohol screening test.

Post-Accident or Injury: Any employee involved in a work-related injury or accident that results in injury or damage to the employee, any other person, and/or any property, will be required to submit to drug and alcohol testing within two (2) hours of the accident or injury.

Reasonable Suspicion Testing: If there is a reasonable suspicion that an employee is using illegal drugs or is under the influence of alcohol during working hours, such employee will be required to submit to drug and alcohol screening within two (2) hours of management determining that reasonable suspicion exists. Reasonable suspicion must be based on a reasonable and articulable belief that the employee is using a prohibited drug or is under the influence of alcohol on the basis of specific, contemporaneous physical, behavioral, or performance indications of probable drug use or alcohol use. Reasonable suspicion includes unusual behavior, slurred or other changed speech, observed changes in performance or appearance, smell of alcohol/drugs, other suspect conduct or appearance.

Any candidate or employee who refuses to undergo any drug or alcohol testing allowed hereunder will no longer be considered for employment by the Company or terminated immediately as applicable. Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with their supervisor or the Human Resource Administrator.

Safety Policy Statement – Aurora Sign Company

Aurora Sign Company is committed to maintaining a safe and healthful work environment for all employees, subcontractors, clients, and the general public. Safety is a fundamental value integrated into all aspects of our operations, including the manufacturing, transportation, and installation of signage. Our success depends on the awareness, training, and personal commitment of every individual in our work.

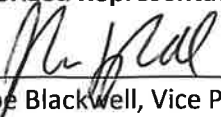
Aurora Sign Company maintains the following safety policies and practices:

- **Regulatory Compliance:**
Comply with all applicable federal, state, and local safety laws, regulations, and standards, including those established by the Occupational Safety and Health Administration (OSHA).
- **Safety Culture and Accountability:**
Promote a culture of safety awareness and shared responsibility among all employees and subcontractors. All personnel are expected to follow established safety procedures and exercise caution in all work activities.
- **Training and Personal Protective Equipment (PPE):**
Provide appropriate safety training, tools, and personal protective equipment necessary to perform work safely. PPE may include, as required by the scope of work and site conditions, hard hats, safety glasses, gloves, fall protection equipment, high-visibility apparel, and respiratory protection.
- **Equipment and Operations:**
Maintain all tools, equipment, machinery, and vehicles in safe working condition and operate them in accordance with manufacture specifications and applicable safety standards.
- **Hazard Identification and Risk Mitigation:**
Evaluate job sites and work activities prior to the start of each project to identify potential hazards. Implement appropriate controls and corrective actions to mitigate risks and maintain a safe work environment.
- **Safe Work Practices:**
Require adherence to recognized safe work practices, including but not limited to fall protection, electrical safety, and proper material handling and lifting techniques, particularly during sign installation activities.
- **Incident Reporting and Response:**
Require prompt reporting of any accidents, injuries, unsafe conditions, or near-miss incidents, and ensure appropriate response and corrective measures are taken.
- **Public and Site Safety:**
Conduct all work in a manner that protects the safety of the public and minimizes disruption to surrounding areas.

All employees and subcontractors are expected to comply with this safety policy and are authorized to stop work if unsafe conditions are identified.

Aurora Sign Company is committed to continues improvement of our safety practices and to delivering projects in a safe, efficient, and compliant manner.

Aurora Sign Company
Authorized Representative:

By: 
Joe Blackwell, Vice President

Date: 4/27/20

2026
MASTERS ELECTRICAL LICENSE
Ottawa-0006-2025

By Authority of the CITY OF OTTAWA, State of Illinois and in consideration of one hundred fifty dollars, this Masters Electrical License is hereby granted to

ED WEIS
AURORA SIGN COMPANY

upon completing a written examination of residential, commercial, and industrial installations.

Valid from
12/01/2025

Valid Until
12/31/2026

Said License Holder is subject to Ordinances of the City of Ottawa.
Witness the hand of the City Clerk and Mayor of the City of Ottawa on:

12/01/2025

Shelly L. Roalson

City Clerk, Shelly L. Roalson



Robert Hast

Mayor, Robert Hasty

Certificate of Completion

This is to certify that

Adam Lapa

Has successfully completed

Operator & Safety Training

Elliott G85R

Dated: October 10th 2018

***Location: Aurora Sign Company
As Owner and User***

Tracy Schroeder / Mark Gehrt

***Instructor: Tracy Schroeder / Mark Gehrt
Power Equipment Leasing Co.***

Certificate of Completion

This is to certify that

Ryan Hammond

Has successfully completed

Operator & Safety Training

Elliott G85R

Dated: October 10th 2018

Location: Aurora Sign Company

As Owner and User

Tracy Schroeder / Mark Gehrt

Instructor: Tracy Schroeder / Mark Gehrt

Power Equipment Leasing Co.



CERTIFICATE OF COMPLETION

This certifies that

Adam Iapa

has successfully completed the course

OSHA 30 Hour Outreach Training Program - Construction



CEUs
3.0



Credit Hours
30.00



Completion Date
05/29/2025



Jason Cole, Trainer C 26-0113289 and G 26-0084457



"As an OSHA Outreach Training Program trainer, I affirm that I have conducted this OSHA Outreach Training Program training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation, I will provide each student their course completion card within 90 calendar days of the end of the class."

"As an IACET Accredited Provider, 360training.com, Inc. offers IACET CEUs for its learning events that comply with the ANSI/IACET Continuing Education and Training Standard."

THIS CERTIFICATE IS NON-TRANSFERABLE

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CERTIFICATE OF COMPLETION

This certifies that

Adam Krzysztof Lapa
has successfully completed the course

CPR and First Aid Online Training



Course Duration
2.5



Completion Date
05/28/2025



Certificate #
000037584902


Samantha Montalbano, Chief Operating Officer



Scan to Verify

This certificate is non-transferable and expires 1 year from the date of issuance and/or completion

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TRIM ALONG LINE

FOLD



A 360training® Company

This certifies that

Adam Krzysztof Lapa
has successfully completed the course

CPR and First Aid Online Training


Samantha Montalbano, Chief Operating Officer

Completion date: 05/28/2025
Valid for 1 year from this date

This is your pocket card which may be used as proof of training completion. This training program is intended to provide supplementary job safety training and is not required or approved by any regulatory authority. Please check Federal, State, and local regulations for additional training requirements related to your specific job.



Scan to Verify

Questions? support@360training.com

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TRIM ALONG LINE



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CERTIFICATE OF COMPLETION

This certifies that

Ryan Hammond

has successfully completed the course

CPR and First Aid Online Training



Course Duration
2.5



Completion Date
05/17/2025



Certificate #
000037486245


Samantha Montalbano, Chief Operating Officer



This certificate is non-transferable and expires 1 year from the date of issuance and/or completion

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Samantha Montalbano, Chief Operating Officer

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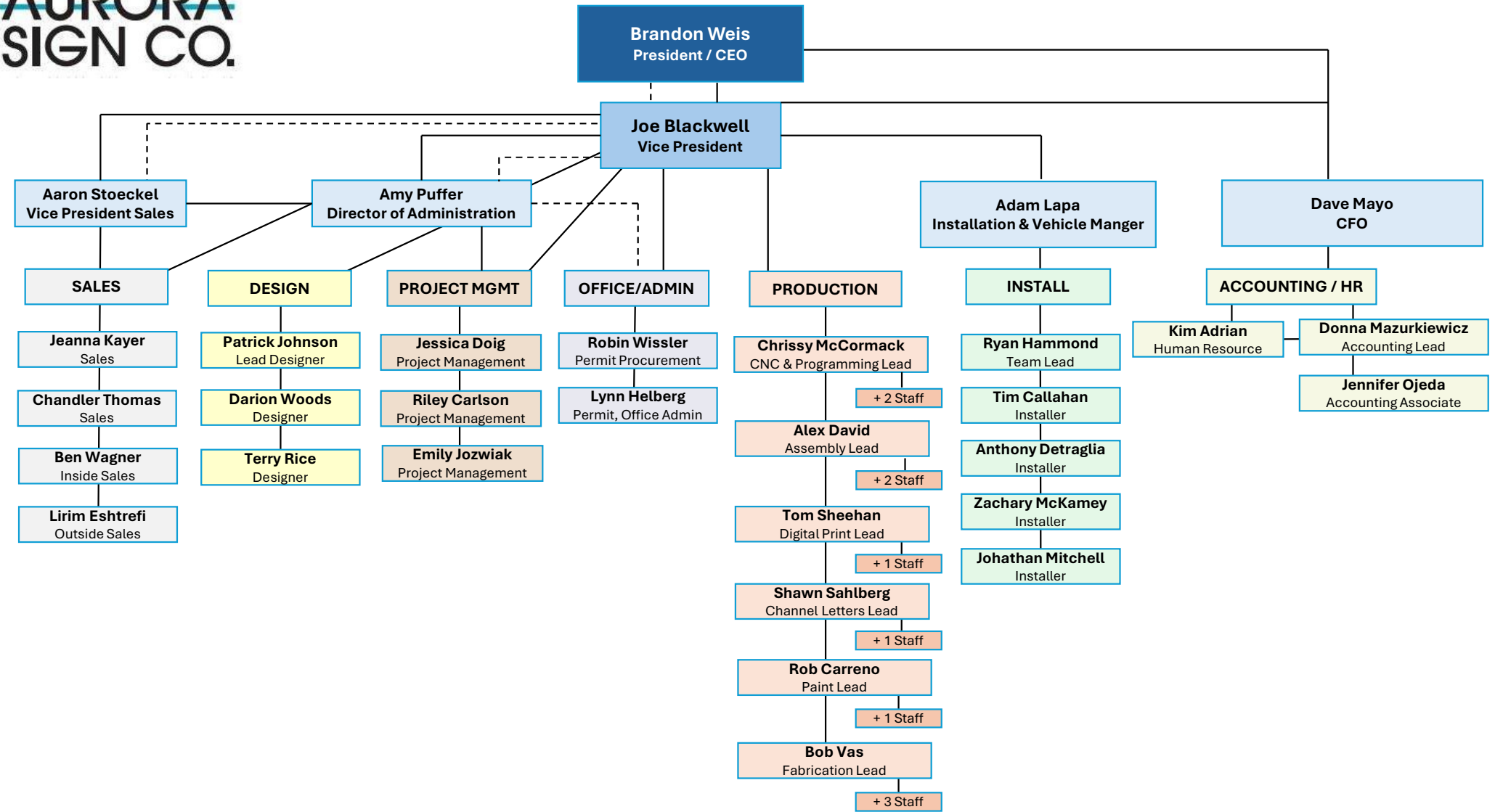


Questions? support@360training.com

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Over 75 Years Of Success.

AUROLA SIGN CO.



CUSTOM DESIGN, FABRICATION AND INSTALLATION SOLUTIONS
FOR YOUR OUTDOOR AND INDOOR SIGN PROJECTS

YOUR TOTAL SIGNAGE SOLUTION PROVIDER

50+ Full Time Team Members

- Our team members are all well versed in the ins and outs of creating stellar sign programs.
- Coming from a multitude of different backgrounds and expertise, they bring sign making to a new level.
- Our team is dedicated to making your dream signage come to life.

87+ Installation Partners Nationwide

- Our partners allow us to have 100% installation coverage in North America.
- Allowing us to provide you the best quality installation & maintenance service available.
- No matter where in the U.S. or how many locations your business has, we've got you covered.

Superior Innovation & Experience

- We strive to use the best technology and process available to complete your project and give you the best possible quality and results that speak for themselves.
- Our process is based on over 75 years of experience, Aurora Sign has grown and changed with the sign industry to provide you with a seamless project from start to finish.

40,000+ Sq/Ft of Fabrication Space

- Our Project Management and Design teams are all in house and your projects are managed by our staff.
- The Aurora Sign facility is well equipped to handle large sign fabrication. We have ample space for our office staff, design team, painting and manufacturing departments.



Sign Program Procedure from Start to Finish...



Preliminary Communication



Concept Proposal



Proposal Finalization



Letter Of Agreement



Permit Procedures



Manufacturing



Installation



Project Conclusion

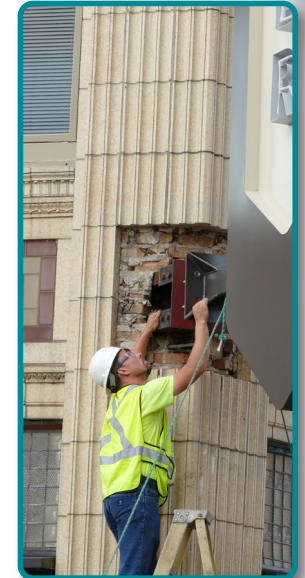


OUR MISSION

Our mission is to continue to be committed and exercise the God given talents that we have been blessed with. We will assert our courage and enthusiasm for quality manufacturing. We will devote our energy to the development of our customer relations, families, company and community. Optimism will be our driving force and we will accept all challenges and changes. For each new day brings with it the potential for success!

REFERENCES

Aurora Sign works with large and small customers to meet multi-site installations as well as one off design and installs. We believe the value comes from experience and our flexible fabrication and installation facility allows us to meet all our customers needs without missing a date.



COLDWELL BANKER
REAL ESTATE GROUP



Further references available upon request.