

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

**THERESA DOBERSZTYN, C.P.M. CPPB**  
Director of Purchasing



719 S. Batavia Avenue, Bldg. A.  
Geneva, Illinois 60134  
Telephone: (630) 232-5929  
Fax: (630) 208-5107

**INVITATION TO BID**

**BID NUMBER: 23-018 FIBER OPTIC SUPPORT SERVICES**

**DATE: April 2, 2018**

The County of Kane is seeking to retain the services of a certified and qualified contractor for the purpose of performing fiber optic cable installation, trouble-shooting and repair services at various locations throughout Kane County. This is a prevailing wage bid.

**SUBMITTAL REQUIREMENTS:**

- Signed Offer to Contract Form
- Contractor Disclosure Statement
- References
- Certificate of Insurance
- Prevailing Wages Apply
- One Original Bid
- One Paper Bid Copy
- One CD/Flash Drive Copy in PDF Format
- 5% Bid Bond

**SUBMISSION LOCATION:**

County of Kane  
Kane County Government Center  
Purchasing Department  
719 S. Batavia Ave., Bldg A, Rooms 210, 212 or 214  
Geneva, Illinois 60134  
8:30 a.m.-4:30 p.m. CST, Monday-Friday

**SUBMISSION DATE & TIME:**

**April 18, 2018 at 2:00 p.m. CST**  
Bids received after the submittal time will be rejected and returned unopened to the sender.

**CONTACT PERSON:**

Maria C. Calamia, CPPB  
[purchasing@co.kane.il.us](mailto:purchasing@co.kane.il.us)

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 APRIL 11, 2018**, FAX AND E-MAIL ACCEPTED. FAX to (630) 208-5107 or E-mail: [PURCHASING@CO.KANE.IL.US](mailto: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 the Kane County Purchasing Department until the date and time specified at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the County of Kane Purchasing Department. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.
5. **ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The County of Kane reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or accept an alternate bid. The County reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the County, the County 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.

GSA Schedule 13 (General Services Administration)  
State of Illinois Central Management Services (CMS)  
U. S. Communities  
National IPA  
National Joint Purchasing Alliance (NJPA)

7. **INCURRED COSTS.** The County will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.

8. **AWARD.** It is the intent of the County to award a contract to the lowest responsive responsible bidder meeting specifications. The County reserves the right to determine the lowest responsive responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. 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.
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 Seller shall indemnify and hold harmless the County, its agents, officials, and employees, from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of granting the Contract.

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

18. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred.

19. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.

20. **WARRANTY.** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The County may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.

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

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

**22. EQUAL EMPLOYMENT OPPORTUNITY.** The equal employment opportunity clause required by the Illinois Human Rights Act is hereby incorporated by reference in all contract made by the County of and in all bid specifications therefore furnished by the County to all Vendors, contractors and subcontractors.

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

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, 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 210, 212, 214, Geneva, IL 60134. Certified payroll must be submitted with all invoices in order to receive payment from Kane County for prevailing wage work performed.

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](http://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.

24. **ROYALTIES AND PATENTS.** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the County harmless from loss on account thereof.
25. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois.
26. **ELIGIBILITY.** By signing this bid, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

**DEBARMENT AND SUSPENSION.** No contract may be awarded to parties listed on the federal governments Excluded Parties List System in the System for Award Management (SAM), on the State of Illinois' list of sanctioned persons maintained by the Agency's Office of Inspector General, or on the County'

Debarment is the process of determining that a contractor is ineligible to receive contract awards based upon a preponderance of evidence, usually a conviction. Debarment is usually three (3) years in length. The name of the debarred contractor may be published as ineligible on the System for Award Management (SAM), which is a website administered by the U.S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

Suspension is the process of determining that a contractor is ineligible to receive contract awards based upon adequate evidence, usually an indictment. Suspension is a temporary measure having a 12 month limit. It is usually used pending completion of an investigation or legal proceedings. The name of the suspended contractor will be published as ineligible on the System for Award Management (SAM), which is a website administered by the U.S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

**27. CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY**

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

- a) The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder 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 named insured on the General Liability, Auto, and Excess policies.***

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

**28. CONTRACTOR DISCLOSURE**

- A. Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit. Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval. For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.
- B. All contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:
- (a) Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement;
  - (b) Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.
  - (c) Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised. Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph (a) above.
  - (d) A statement under oath that the applicant has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.



- C. All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.
- D. Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.
- E. Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, 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**

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

**34. BID DEPOSIT**

All bids must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than Five Thousand Dollars (\$5,000.00).

Accompanying this Bid is a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond, complying with the requirements of the specifications, made payable to the **KANE COUNTY TREASURER.**

**35. EXECUTION OF A PERFORMANCE BOND AND LABOR AND MATERIALS BOND**

When noted in the specifications, the County reserves the right to require the successful bidder to supply a Performance Bond and a Labor and Materials Bond within ten (10) calendar days of acceptance of the Vendor's bid by the County. The bonds, unless otherwise specified by the Director of Purchasing, shall be 100% of the total contract price.

**36. 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.

**37. 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 proposal 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

**38. 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.

**39. ADDENDUM**

Bidders shall acknowledge the receipt of any addendum interpreting the specification in the space provided on the Offer to Contract Form.

**40. QUANTITIES**

On requirements or estimated bid quantities, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Any reference to forecast or estimated quantities within the bidding documents is intended to inform the bidder of approximated annual requirements. The County may purchase as little as zero percent (0%) or exceed as much as one hundred percent (100%) of the forecasted or estimated quantities. Where specific bid quantities are stated, acceptance will bind the County to order and pay for, at contract prices, all such supplies or services delivered that meet the specifications and conditions of the contract.

**41. MATERIAL SAFETY DATA SHEETS**

It is a federal law that chemical manufacturers and importers must develop an MSDS for each hazardous chemical they produce or import, and must provide the MSDS automatically at the time of the initial shipment of a hazardous chemical to a downstream distributor or user, or anytime the chemical makeup of the product is changed. Distributors must also ensure that downstream employers are similarly provided an MSDS sheet.

Vendors who are awarded this contract, and if the above paragraph applies to this bid, must submit Material Safety Data Sheets which include information regarding the specific chemical identity of the hazardous chemical(s) involved and the common names. In addition, information must be provided on the physical and chemical characteristics of the hazardous chemical, known acute and chronic health effects and related health information; exposure limits; whether the chemical is considered to be a carcinogen by NTP, IARC, or OSHA; precautionary measures; emergency and first-aid procedures; and the identification of the organization responsible for preparing the sheet.

## **STATEMENT OF WORK For FIBER OPTIC SUPPORT SERVICES**

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### **I. OVERVIEW**

The County of Kane is seeking to retain the services of a certified and qualified contractor for the purpose of performing fiber optic cable installation, trouble-shooting, and repair services at various locations throughout Kane County.

### **II. INTENT OF SPECIFICATIONS**

The contract desired by Kane County is for a full service fiber optic support services providers, as covered by these specifications. The bid will establish hourly rates for personnel and equipment, and new material markup percentage.

In order to ensure that the County's infrastructure is built properly, all fiber infrastructure projects of any size will be coordinated and approved through the Kane County Information Technologies Department.

### **III. SCOPE OF WORK**

Fiber Optic Support Services:

- A. Installation and termination.
- B. Troubleshoot, then repair as needed.
- C. Splicing.
- D. Testing and maintenance.
- E. Provide JULIE location response and identification services.
- F. All services shall be in compliance with accepted industry standards.

### **IV. CONTRACTOR QUALIFICATIONS**

- A. Contractor shall be a member of the Building Industry Consulting Service International, Inc. (BICSI).
- B. Contractor shall be a Registered and Certified Communications Distribution Designer (RCDD).
- C. Contractor shall provide well-trained, experienced and certified technicians.
- D. Contractor shall provide well-trained and experienced support staff.
- E. Contractor shall self-perform all fiber optic splicing and testing.
- F. Contractor shall provide test results for all splicing done on the Kane County fiber optic system.

- G. Contractor shall provide updated drawings and splice documents, for any changes done to the Kane County fiber optic system.
- H. Contractor shall update Kane County's OSP Insight Fiber Optic Network Management system with all changes to the fiber network.
- I. Safety certification requirements
  - a. Confined space awareness
  - b. PPE awareness
  - c. First aid
  - d. Aerial lift awareness

#### **V. CONTRACTOR REQUIREMENTS**

The contractor shall minimally meet or exceed the following requirements:

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

- O. Contractor will be responsible for field verification and documentation of actual conditions.
- P. The successful Contractor shall submit a written quotation with a "Not to Exceed" price for all projects as each project arises. The quotation will be based on the proposal prices submitted in the Offer of Contract Form. The County reserves the right to bid individual projects as it may deem in its best interest.
- Q. The Contractor will be required, when making routine and call out service visits, to have staff check in upon arrival with the appropriate Kane County Information Technologies Department staff designee before proceeding with work. Upon completion of work, the service visit ticket must be presented and signed by the appropriate Kane County Information Technologies Department staff designee.
- R. The Contractor will assign to this Contract a single representative to manage any future projects along with their office, cellular and pager, and after hours (home) telephone numbers.
- S. All work scheduling will be handled by the Information Technologies Department designee so as to minimize conflict with County schedules.
- T. All work areas will be kept in an orderly condition, free of unnecessary material and equipment. All debris will be picked up and hauled away daily by the Contractor.
- U. If requested by the County, the Contractor will provide Material Waivers for each project.
- V. Kane County reserves the right to provide materials that best serve the County.
- W. The Contractor shall obtain all permits and fees, which may be required by law or ordinance prior to commencing removal or demolition or other work.
- X. All installation or test equipment shall be owned, operated, maintained, and certification kept current and documented by the Contractor.
- Y. The Contractor shall be responsible for coordinating with the Information Technologies Department designee for obtaining access to all job sites, people, materials, equipment, etc.
- Z. Proper tools will be utilized and up-to-date termination and installation methods shall be followed

## **VI. SECURITY**

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

- A. The Contractor, if requested, shall submit to a Criminal History and Background Check for all their employees and pre-approved subcontractor employees who may be working at the job site for security reasons.
- B. The Contractor will provide the County with a complete list of all persons employed that might work at the specified secure buildings. Only those persons will be allowed to work within secured areas. All personnel authorized to work within secured areas may be subject to fingerprinting and a criminal security check performed by the County. The

County may issue temporary identification cards, which will be kept by County's security personnel and issued and collected on a daily basis.

- C. The County may require the Contractor to remove any worker who has been convicted of a felony, who is a family member of an inmate, or who violates any provision of this bid.
- D. Work being performed within certain areas may require an escort provided by the County. These areas shall not be entered into without a County escort. Work within these areas may be restricted to spaces that need to be observed by the County's escort.
- E. All tools and equipment taken into a secured area shall be listed in a manifest with copies provided to County's security personnel. All tools and equipment shall be accounted for at the close of each day. All changes to the inventory shall be addressed by changing the manifest. The Contractor is responsible for proper storage of tools and equipment when in a secured area. Report all broken tools and equipment to the County's security personnel.

**VII. POSSIBLE SERVICE LOCATIONS**

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

<b>Number</b>	<b>Location</b>	<b>Criminal Background Check Required</b>
1	GOVERNMENT CENTER A,B,C,D,E,F,G 719 S. Batavia Ave., Geneva, IL 60134	No
2	ANIMAL CONTROL FACILITY 4060 Keslinger Rd., Geneva, IL 60134	No
3	HEALTH DEPARTMENT 1240 N. Highland Ave., Aurora, IL 60506	No
3	HEALTH DEPARTMENT 1330 N. Highland Ave., Aurora, IL 60506	No
3	HEALTH DEPARTMENT 1750 Grandstand Pl., Elgin, IL 60123	No
4	SHERIFF'S OFFICE & JAIL 37W755 IL Rt. 38, St. Charles, IL 60175	Yes
5	JUDICIAL CENTER 37W777 IL Rt. 38, St. Charles, IL 60175	Yes
6	COURTHOUSE (3 <sup>rd</sup> ST.) & BOILER HOUSE 100 s. 3 <sup>rd</sup> St., Geneva, IL 60134	Yes
7	COUNTY CLERK/WAREHOUSE STORAGE 530 S. Randall Rd., St. Charles, IL 60174	Yes
7	CIRCUIT COURT CLERK/DIAGNOSTIC CENTER 540 S. Randall Rd., St. Charles, IL 60174	Yes
8	COURT SERVICES 113 S. Grove Ave., Elgin, IL 60120	Yes
9	COURT SERVICES 1330 N. Highland Ave., Aurora, IL 60506	Yes

<b>Number</b>	<b>Location</b>	<b>Criminal Background Check Required</b>
10	DIVISION OF TRANSPORTATION 41W011 Burlington Rd., St. Charles, IL 60175	No
11	CHILD ADVOCACY CENTER (NEW) 427 W. Campbell St., Geneva, IL 60134	Yes
12	JUVENILE JUSTICE CENTER 37W655 Rt. 38, St. Charles, IL 60175	Yes
13	R.O.E./REGIONAL OFFICE OF EDUCATION 28 N. 1 <sup>st</sup> St., Geneva, IL 60134	No
14	BUILDING MAINTENANCE 757 E. Fabyan Pkwy, Batavia, IL 60510	No
15	KANE COUNTY FOREST PRESERVE (ALL LOCATIONS)	No
16	KANE COUNTY HIGHWAY RIGHT OF WAYS (ALL LOCATIONS)	No

**VIII. WARRANTY AND GUARANTEE**

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

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

**IX. BID RESPONSE**

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

**X. QUANTITIES**

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

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

**XI. AWARD**

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



## **XII. INVOICES**

Invoices are to list contract number, labor in hours, manufacturer's list price and discounted price on all repair materials. Invoices that do not include this information may be returned. All invoices are to be submitted via e-mail to [KaneTDInvoices@co.kane.il.us](mailto:KaneTDInvoices@co.kane.il.us) or via mail to Kane County Information Technologies Department, 719 S. Batavia Avenue, Geneva, IL 60134.

## **XIII. FORCE MAJEURE**

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

## **XIV. SPECIAL CONDITIONS**

Contract Terms: the work performed under this contract will be on an "as needed" basis. Successful Contractor(s) will enter into a one (1) year service contract with option to extend for three (3) additional one-year renewal periods, if mutually agreed upon by both parties, providing Fiber Optic Support Services for various Kane County Government locations. This contract is contingent upon the appropriation of sufficient funds. Kane County reserves the right to renegotiate the scope of work to meet its budgetary demands. Contractor shall refer to Statement of Work, for contract commencement date.

**BID BOND:**

All bids must be accompanied by a Bank Cashier’s Check, Bank Draft, Certified Check, or Bid Bond for 5% of the total bid but not less than Five Thousand Dollars (\$5,000.00).

Accompanying this Bid is a Bank Cashier’s Check, Bank Draft, Certified Check, or Bid Bond, complying with the requirements of the specifications, made payable to the **KANE COUNTY TREASURER.**

The amount of the check, draft or bond is \_\_\_\_\_ (\$\_\_\_\_\_).

\*\*\*\*\*

**Attach Bank Draft, Bank Cashier’s Check, Certified Check or Bid Bond Here.**

\*\*\*\*\*

In the event that one check, draft or bond is intended to cover two or more bids, the amount must be equal to the sum of the bid guarantees of the individual sections covered.

**REFERENCES**

**For  
KANE COUNTY BOARD, Geneva, Illinois**

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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: \_\_\_\_\_  
Date of Project: \_\_\_\_\_
  
2. Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Date of Project: \_\_\_\_\_
  
3. Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Date of Project: \_\_\_\_\_
  
4. Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Date of Project: \_\_\_\_\_

**KANE COUNTY  
OFFER TO CONTRACT FORM  
BID 23-018  
FIBER OPTIC SUPPORT SERVICES**

**Bid Due Date & Time: April 18, 2018 at 2:00 p.m. CST**

To: County of Kane (Purchasing Department)  
Kane County Government Center, Bldg (A)  
Room 210, 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. BASE BID:**

<b>Description</b>	<b>Hour/Pay Type</b>	<b>Estimated Hours X</b>	<b>Hourly Rate Unit Cost =</b>	<b>Extended Cost</b>
Project Manager	M-F	<b>60</b>		
“	M-F>8	<b>16</b>		
“	OSA	<b>8</b>		
“	OSH	<b>8</b>		
Subtotal				
Foreman	M-F	<b>160</b>		
“	M-F>8	<b>40</b>		
“	OSA	<b>16</b>		
“	OSH	<b>16</b>		
Subtotal				
Equipment Operator	M-F	<b>180</b>		
“	M-F>8	<b>60</b>		
“	OSA	<b>20</b>		
“	OSH	<b>20</b>		
Subtotal				
Field Technician	M-F	<b>180</b>		
“	M-F>8	<b>60</b>		
“	OSA	<b>20</b>		
“	OSH	<b>20</b>		
Subtotal				

Description	Hour/Pay Type	Estimated Hours X	Hourly Rate Unit Cost =	Extended Cost
Cable Splicer/Fiber Technician	M-F	160		
“	M-F>8	80		
“	OSA	28		
“	OSH	28		
Subtotal				
Laborer	M-F	160		
“	M-F>8	60		
“	OSA	20		
“	OSH	20		
Subtotal				

**BASE BID TOTAL:** \_\_\_\_\_

**Definitions:**

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

**IV. MATERIAL MARKUP FROM CONTRACTORS COST:**

Estimated New Material Cost	New Material & Equipment Markup Percentage	New Material plus Markup Total Cost
\$100,000.00      X	%      =	\$

**MATERIAL MARKUP TOTAL:** \_\_\_\_\_

**V. EQUIPMENT COSTS:**

<b>Equipment</b>	<b>Hourly Rate</b>	<b>Daily Rate</b>	<b>Weekly Rate</b>
Pick-up Truck			
Utility Truck			
Portable Generator – 40K			
3” Water Pump			
Fiber Optic Capstan Winch			
Equipment to Work in Confined Spaces			
Optical Time-Domain Reflectometer (OTDR)			
Single Fiber Fusion Splicer			
Mass Fusion Splicer			
Power Meter			
Splicing Trailer			
Locator (JULIE)			

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 # \_\_\_\_\_  
Federal I.D./Social Security # \_\_\_\_\_ Date \_\_\_\_\_

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**ACCEPTANCE**

The Offer is hereby accepted for the described Fiber Optic Support 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 23-018. 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.

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

\_\_\_\_\_  
Date



**OPTIONAL INTERGOVERNMENTAL PRICING:**

This OPTIONAL PARTICIPATION PROGRAM would be for the use of ANY TAXING BODY in Kane County who should choose to be a party of this program wherever their location.

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

**Signature** \_\_\_\_\_ **Typed Signature** \_\_\_\_\_

**Company** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone #** \_\_\_\_\_ **Fax #** \_\_\_\_\_

**Federal I.D./Social Security #** \_\_\_\_\_ **Date** \_\_\_\_\_

**JOINT PURCHASING AGREEMENT:**

Illinois revised statues, 1989, CH. 85, PAR. 1601 ET SEQ. (The joint purchases by governmental units act), authorized certain local government units and non-for-profit workshops for the severely handicapped (as defined in Illinois Revised Statues, 1989, CH. 127, PAR. 132.7-01, meeting the requirements of CH. 85, PAR. 1602.2) to purchase personal property and supplies jointly.

(30 ILCS 525/0.01) (from CH. 85, PAR. 1600) The Governmental Joint Purchasing Act. (Source P.A. 86-1324.)

(30 ILCS 525/1) (from CH.85, PAR 160`) 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 the 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.

**SUBMITTAL INSTRUCTIONS**

**Offer to Contract Form**

Vendors are required to use the Offer to Contract Form (Pages 19 through 24) to submit a response. This form must be filled out, signed, and submitted along with the required references.

An original bid response, marked as “**original**”, one paper copy and one (1) electronic copy on a CD or Flash Drive in PDF format shall be returned in a sealed package or envelope bearing the name and address of the respondent and be labeled “**23-018** “Fiber Optic Support Services”. Your bid response may be mailed or hand delivered prior to the deadline of **April 18, 2018 at 2:00 p.m. CST** to:

**County of Kane**  
Purchasing Department,  
719 South Batavia Avenue Bldg A  
Rooms 210, 212 or 214  
Geneva, IL 60134  
8:30 a.m.-4:30 p.m. CST, Monday-Friday

**BIDS MAY NOT BE SUBMITTED ELECTRONICALLY.**

<p><b>SEALED BID</b>  <b>BID #: 23-018</b>  <b>OPENING DATE: 04/18/2018</b>  <b>OPENING TIME: 2:00 P.M. CST</b>  <b>DESCRIPTION: FIBER OPTIC SUPPORT SERVICES</b>  <b>DATED MATERIAL DELIVER IMMEDIATELY</b></p> <p><b>VENDOR CONTACT:</b> _____</p> <p><b>COMPANY NAME:</b> _____</p> <p><b>STREET ADDRESS:</b> _____</p> <p><b>CITY, STATE, ZIP:</b> _____</p>
--

PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE) TO THE OUTERMOST ENVELOPE OF YOUR BID TO HELP ENSURE PROPER DELIVERY!

**LATE BIDS CANNOT BE ACCEPTED!**