



Kane County

KC Administration Committee

Agenda

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

KIOUS, Juby, Berman, Davoust, Ford, Gumz, Young, ex-officios Pierog (County Chair) and Tepe (County Vice Chair)

Wednesday, August 9, 2023

10:00 AM

County Board Room

1. **Call To Order**
2. **Roll Call**
3. **Remote Attendance Requests**
4. **Approval of Minutes: July 12, 2023**
5. **Finance Report**
 - A. Monthly Finance Reports (attached)
6. **Public Comment (Agenda Items)**
7. **Facilities Master Plan Update (Jason Dwyer, Wight & Co.)**
8. **Executive Director's Report (R. Fahnestock)**
9. **Building Management (H. Thompson)**
 - A. **Resolution:** Authorizing a Contract for Kane County Concrete Services
 - B. Presentation: Judicial Center Chiller Replacement (FE Moran)
 - C. **Resolution:** Authorizing the Replacement of the Chillers at the Judicial Center
10. **Information Technology (C. Lasky)**
 - A. **Resolution:** Authorizing a Budget Adjustment for Desktop Support Analyst II and Systems Administrator Lead for the Information Technologies Department - Public Safety Sales Tax
 - B. **Resolution:** Authorizing the Expenditure of Funds for Technology Products and Services
 - C. **Resolution:** Authorizing the Purchase of Additional Laserfiche Licenses and a Budget Adjustment from the Riverboat Fund 390
11. **Mill Creek SSA (R. Fahnestock)**

12. Vehicles

- A. Resolution:** Approving Purchase of Eight (8) GMC and Four (4) Chevy 2022 ½ Ton Pickup Trucks for the Kane County Division of Transportation
- B.** Vehicle Acquisition Approval - To Replace a 2011 Ford Escape with a Vehicle to be Determined Based on Availability
- C. Resolution:** Ratifying an Emergency Purchase Affidavit to Purchase a 2023 Ford Escape Active for Building Management

13. New Business**14. Old Business****15. Reports Placed On File****16. Executive Session (if needed)****17. Public Comment (Non-Agenda Items)****18. Adjournment**

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

FINANCE REPORT NO. TMP-23-1083

MONTHLY FINANCE REPORTS (ATTACHED)

Administration Committee Revenue Report - Summary
Through July 31, 2023 (66.7% YTD)

	Current Month Transactions	Total Amended Budget	YTD Actual Transactions	Total % Received
060 Information Technologies	\$ 145,164	\$ 3,474,573	\$ 1,830,088	52.67%
001 General Fund	\$ 2,114	\$ 1,251,913	\$ 906,132	72.38%
101 Geographic Information Systems	\$ 83,050	\$ 1,921,160	\$ 566,064	29.46%
385 IL Counties Information Mgmt		\$ 4,000	\$ 4	0.09%
390 Web Technical Services	\$ 60,000	\$ 297,500	\$ 357,888	120.30%
080 Building Management		\$ 50,659	\$ 15,263	30.13%
001 General Fund		\$ 50,659	\$ 15,263	30.13%
Grand Total	\$ 145,164	\$ 3,525,232	\$ 1,845,351	52.35%

Administration Committee Expenditure Report - Summary
Through July 31, 2023 (66.7% YTD, 65.38% Payroll Expense through Pay Period Ending 07/22/2023)

	Current Month Transactions	Total Amended Budget	YTD Actual Transactions	YTD Encumbrances	Total % Used
060 Information Technologies	\$ 458,238	\$ 7,339,264	\$ 3,840,788	\$ 228,908	55.45%
001 General Fund	\$ 292,542	\$ 5,114,094	\$ 2,509,336	\$ 50,806	50.06%
101 Geographic Information Systems	\$ 97,198	\$ 1,921,160	\$ 1,119,939	\$ 86,960	62.82%
354 Mass Vaccination Fund		\$ 2,510	\$ -	\$ -	0.00%
385 IL Counties Information Mgmt	\$ 24	\$ 4,000	\$ 627	\$ -	15.67%
390 Web Technical Services	\$ 68,473	\$ 297,500	\$ 210,887	\$ 91,142	101.52%
080 Building Management	\$ 561,331	\$ 9,056,947	\$ 4,507,059	\$ 371,610	53.87%
001 General Fund	\$ 561,331	\$ 9,036,772	\$ 4,503,219	\$ 371,610	53.94%
354 Mass Vaccination Fund		\$ 20,175	\$ 3,840	\$ -	19.03%
Grand Total	\$ 1,019,569	\$ 16,396,211	\$ 8,347,847	\$ 600,517	54.58%

Administration Committee Expenditure Report - Detail
Through July 31, 2023 (66.7% YTD, 65.38% Payroll Expense through Pay Period Ending 07/22/2023)

	Current Month Transactions	Total Amended Budget	YTD Actual Transactions	YTD Encumbrances	Total % Used
060 Information Technologies	\$ 458,238	\$ 7,339,264	\$ 3,840,788	\$ 228,908	55.45%
001 General Fund	\$ 292,542	\$ 5,114,094	\$ 2,509,336	\$ 50,806	50.06%
Personnel Services- Salaries & Wages	\$ 231,692	\$ 3,252,646	\$ 1,936,363	\$ -	59.53%
Personnel Services- Employee Benefits	\$ 50,767	\$ 740,409	\$ 388,659	\$ -	52.49%
Contractual Services	\$ 10,400	\$ 1,000,089	\$ 139,196	\$ 31,647	17.08%
Commodities	\$ (317)	\$ 120,950	\$ 45,117	\$ 19,159	53.14%
101 Geographic Information Systems	\$ 97,198	\$ 1,921,160	\$ 1,119,939	\$ 86,960	62.82%
Personnel Services- Salaries & Wages	\$ 55,143	\$ 800,756	\$ 467,943	\$ -	58.44%
Personnel Services- Employee Benefits	\$ 18,615	\$ 262,802	\$ 152,423	\$ -	58.00%
Contractual Services	\$ 16,534	\$ 685,514	\$ 445,612	\$ 86,960	77.69%
Commodities	\$ 203	\$ 39,200	\$ 7,445	\$ -	18.99%
Capital	\$ 6,704	\$ 99,272	\$ 12,899	\$ -	12.99%
Transfers Out	\$ -	\$ 33,616	\$ 33,616	\$ -	100.00%
354 Mass Vaccination Fund	\$ -	\$ 2,510	\$ -	\$ -	0.00%
Contractual Services	\$ -	\$ 1,770	\$ -	\$ -	0.00%
Commodities	\$ -	\$ 740	\$ -	\$ -	0.00%
385 IL Counties Information Mgmt	\$ 24	\$ 4,000	\$ 627	\$ -	15.67%
Contractual Services	\$ 24	\$ 4,000	\$ 627	\$ -	15.67%
390 Web Technical Services	\$ 68,473	\$ 297,500	\$ 210,887	\$ 91,142	101.52%
Contractual Services	\$ 68,473	\$ 297,500	\$ 210,887	\$ 91,142	101.52%
080 Building Management	\$ 561,331	\$ 9,056,947	\$ 4,507,059	\$ 371,610	53.87%
001 General Fund	\$ 561,331	\$ 9,036,772	\$ 4,503,219	\$ 371,610	53.94%
Personnel Services- Salaries & Wages	\$ 146,891	\$ 2,022,712	\$ 1,106,447	\$ -	54.70%
Personnel Services- Employee Benefits	\$ 34,740	\$ 542,085	\$ 224,754	\$ -	41.46%
Contractual Services	\$ 322,798	\$ 2,848,097	\$ 2,188,408	\$ 371,610	89.89%
Commodities	\$ 56,902	\$ 3,623,878	\$ 983,611	\$ 0	27.14%
354 Mass Vaccination Fund	\$ -	\$ 20,175	\$ 3,840	\$ -	19.03%
Contractual Services	\$ -	\$ 11,842	\$ 3,840	\$ -	32.43%
Commodities	\$ -	\$ 8,333	\$ -	\$ -	0.00%
Grand Total	\$ 1,019,569	\$ 16,396,211	\$ 8,347,847	\$ 600,517	54.58%

**Administration Committee Mill Creek Revenue Report - Summary
Through July 31, 2023 (66.7% YTD)**

	Current Month Transactions	Total Amended Budget	YTD Actual Transactions	Total % Received
690 Development	\$ 16,215	\$ 1,009,409	\$ 460,969	45.67%
520 Mill Creek Special Service Area	\$ 16,215	\$ 1,009,409	\$ 460,969	45.67%
Grand Total	\$ 16,215	\$ 1,009,409	\$ 460,969	45.67%

Administration Committee Mill Creek Expenditure Report - Summary
Through July 31, 2023 (66.7% YTD, 65.38% Payroll Expense through Pay Period Ending 07/22/2023)

	Current Month Transactions	Total Amended Budget	YTD Actual Transactions	YTD Encumbrances	Total % Used
690 Development	\$ 55,991	\$ 1,009,409	\$ 315,547	\$ 108,788	42.04%
520 Mill Creek Special Service Area	\$ 55,991	\$ 1,009,409	\$ 315,547	\$ 108,788	42.04%
Grand Total	\$ 55,991	\$ 1,009,409	\$ 315,547	\$ 108,788	42.04%

Administration Committee Mill Creek Expenditure Report - Detail
Through July 31, 2023 (66.7% YTD, 65.38% Payroll Expense through Pay Period Ending 07/22/2023)

	Current Month Transactions	Total Amended Budget	YTD Actual Transactions	YTD Encumbrances	Total % Used
690 Development	\$ 55,991	\$ 1,009,409	\$ 315,547	\$ 108,788	42.04%
520 Mill Creek Special Service Area	\$ 55,991	\$ 1,009,409	\$ 315,547	\$ 108,788	42.04%
Personnel Services- Salaries & Wages	\$ 5,253	\$ 69,758	\$ 44,651	\$ -	64.01%
Personnel Services- Employee Benefits	\$ 2,189	\$ 28,041	\$ 17,897	\$ -	63.82%
Contractual Services	\$ 46,926	\$ 858,814	\$ 216,627	\$ 108,788	37.89%
Commodities	\$ 1,623	\$ 26,900	\$ 10,476	\$ -	38.95%
Transfers Out	\$ -	\$ 25,896	\$ 25,896	\$ -	100.00%
Grand Total	\$ 55,991	\$ 1,009,409	\$ 315,547	\$ 108,788	42.04%



Administration Accounts Payable by GL Distribution

Payment Date Range 07/01/23 - 07/31/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 001 - General Fund										
Department 060 - Information Technologies										
Sub-Department 060 - Information Technologies										
Account 50150 - Contractual/Consulting Services										
2480 - Iron Mountain Information Management, LLC	HRCZ723	INV#HRCZ723 Shred Service for HR Containers	Paid by EFT # 81155		06/30/2023	07/05/2023	07/05/2023		07/17/2023	247.12
2480 - Iron Mountain Information Management, LLC	202733960	INV#202733960 Multi-Media Bin Transportation	Paid by EFT # 81155		06/30/2023	07/07/2023	07/07/2023		07/17/2023	971.83
12891 - Special Project Staffing dba The Salem Group	4192778	Contractual Employee	Paid by EFT # 81249		06/08/2023	07/06/2023	07/06/2023		07/17/2023	292.95
12891 - Special Project Staffing dba The Salem Group	4197151	Contractual Employee	Paid by EFT # 81249		06/15/2023	07/06/2023	07/06/2023		07/17/2023	756.00
12891 - Special Project Staffing dba The Salem Group	4205584	Contractual Employee	Paid by EFT # 81249		06/29/2023	07/06/2023	07/06/2023		07/17/2023	718.20
12891 - Special Project Staffing dba The Salem Group	4205585	Contractual Employee	Paid by EFT # 81249		06/29/2023	07/06/2023	07/06/2023		07/17/2023	604.80
12891 - Special Project Staffing dba The Salem Group	4209968	Contractual Employee	Paid by EFT # 81545		07/06/2023	07/10/2023	07/10/2023		07/31/2023	756.00
12891 - Special Project Staffing dba The Salem Group	4214330	Contractual Employee	Paid by EFT # 81545		07/13/2023	07/17/2023	07/17/2023		07/31/2023	604.80
Account 50150 - Contractual/Consulting Services Totals									Invoice Transactions 8	\$4,951.70
Account 52150 - Repairs and Maint- Comm Equip										
4526 - Fifth Third Bank	1498-RS-06/23	Shive MasterCard 06/06/2023-07/04/2023	Paid by EFT # 81414		07/04/2023	07/14/2023	07/14/2023		07/31/2023	323.24
Account 52150 - Repairs and Maint- Comm Equip Totals									Invoice Transactions 1	\$323.24
Account 53100 - Conferences and Meetings										
4526 - Fifth Third Bank	0758-CL-06/23	Lasky MasterCard 06/06/2023-07/04/2023	Paid by EFT # 81414		07/04/2023	07/14/2023	07/14/2023		07/31/2023	1,495.00
4526 - Fifth Third Bank	0689-JZ-06/23	Zakosek MasterCard 06/06/2023-07/04/2023	Paid by EFT # 81414		07/04/2023	07/17/2023	07/17/2023		07/31/2023	2,990.00
Account 53100 - Conferences and Meetings Totals									Invoice Transactions 2	\$4,485.00
Account 53110 - Employee Training										
4526 - Fifth Third Bank	0758-CL-05/23	Lasky MasterCard 05/05/2023-06/05/2023	Paid by EFT # 80853		06/05/2023	06/09/2023	06/09/2023		07/03/2023	100.00
4526 - Fifth Third Bank	0689-JZ-06/23	Zakosek MasterCard 06/06/2023-07/04/2023	Paid by EFT # 81414		07/04/2023	07/17/2023	07/17/2023		07/31/2023	640.00
Account 53110 - Employee Training Totals									Invoice Transactions 2	\$740.00



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Payment Date Range 07/01/23 - 07/31/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 001 - General Fund										
Department 060 - Information Technologies										
Sub-Department 060 - Information Technologies										
Account 53120 - Employee Mileage Expense										
4669 - Kurt D. Lebo	060523	Internet/Mileage Reimbursement	Paid by EFT # 80910		06/05/2023	06/13/2023	06/13/2023		07/03/2023	17.49
Account 53120 - Employee Mileage Expense Totals Invoice Transactions 1										\$17.49
Account 60000 - Office Supplies										
4526 - Fifth Third Bank	0689-JZ-05/23	Zakosek MasterCard 05/05/2023-06/05/2023	Paid by EFT # 80853		06/05/2023	06/09/2023	06/09/2023		07/03/2023	168.05
13139 - KyMack Corp dba Fully Promoted of St Charles	28136	Jacket Order	Paid by EFT # 80907		05/15/2023	06/15/2023	06/15/2023		07/03/2023	65.98
1592 - Initial Impressions Inc	45480	INV#45480 Clothing Small Order	Paid by Check # 381867		07/18/2023	07/21/2023	07/21/2023		07/31/2023	188.81
Account 60000 - Office Supplies Totals Invoice Transactions 3										\$422.84
Account 60020 - Computer Related Supplies										
4526 - Fifth Third Bank	0689-JZ-05/23	Zakosek MasterCard 05/05/2023-06/05/2023	Paid by EFT # 80853		06/05/2023	06/09/2023	06/09/2023		07/03/2023	279.51
3186 - Insight Public Sector Inc	1101057591	INV#1101057591 SAO Upgrade Parts	Paid by EFT # 80885		05/26/2023	06/12/2023	06/12/2023		07/03/2023	220.00
Account 60020 - Computer Related Supplies Totals Invoice Transactions 2										\$499.51
Account 60110 - Printing Supplies										
1119 - Gordon Flesch Company Inc	IN14246223	INV#IN14246223 Yellow House Per Copy Charge	Paid by EFT # 80865		06/14/2023	06/16/2023	06/16/2023		07/03/2023	10.88
1119 - Gordon Flesch Company Inc	IN14250805	IT Building Per Copy Charge	Paid by EFT # 80865		06/16/2023	06/22/2023	06/22/2023		07/03/2023	150.80
8930 - Impact Networking, LLC	2988239	INV#2988239 Print Shop Copiers through Impact	Paid by EFT # 81152		06/27/2023	06/27/2023	06/27/2023		07/17/2023	1,326.16
1119 - Gordon Flesch Company Inc	IN14283685	INV#IN14283685 Yellow House Per Copy Charge	Paid by EFT # 81432		07/14/2023	07/18/2023	07/18/2023		07/31/2023	14.40
1119 - Gordon Flesch Company Inc	IN14285892	INV#IN14285892 IT Building Per Copy Charge	Paid by EFT # 81432		07/16/2023	07/18/2023	07/18/2023		07/31/2023	66.82
Account 60110 - Printing Supplies Totals Invoice Transactions 5										\$1,569.06
Account 60265 - Public Health Commodities - Coronavirus										
12729 - Telcom Innovations Group LLC	A59921	INV#A59921 Adaptors from TIG for phones	Paid by EFT # 80989		06/14/2023	06/23/2023	06/23/2023		07/03/2023	175.00



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Payment Date Range 07/01/23 - 07/31/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 001 - General Fund										
Department 060 - Information Technologies										
Sub-Department 060 - Information Technologies										
Account 60265 - Public Health Commodities - Coronavirus										
12729 - Telcom Innovations Group LLC	A59966	INV#A59966 IVR Routing Ports	Paid by EFT # 81268		06/27/2023	06/30/2023	06/30/2023		07/17/2023	4,785.20
Account 60265 - Public Health Commodities - Coronavirus Totals										Invoice Transactions 2
										\$4,960.20
Account 63040 - Fuel- Vehicles										
13021 - WEX BANK	90197776	INV#90197776 Fuel for Vehicles ITD	Paid by EFT # 81298		06/30/2023	07/03/2023	07/03/2023		07/17/2023	200.31
Account 63040 - Fuel- Vehicles Totals										Invoice Transactions 1
										\$200.31
Sub-Department 060 - Information Technologies Totals										Invoice Transactions 27
										\$18,169.35
Department 060 - Information Technologies Totals										Invoice Transactions 27
										\$18,169.35
Department 080 - Building Management										
Sub-Department 080 - Building Mgmt- Government Center										
Account 52000 - Disposal and Water Softener Svcs										
2006 - Uline	164281680	MPB TRASH RECYCLING CONTAINERS	Paid by EFT # 81277		05/31/2023	07/05/2023	07/05/2023		07/17/2023	2,275.88
8012 - Midwest Salt LLC	0234941	JAIL SOFTENER SALT	Paid by EFT # 81481		06/26/2023	07/20/2023	07/20/2023		07/31/2023	5,254.20
Account 52000 - Disposal and Water Softener Svcs Totals										Invoice Transactions 2
										\$7,530.08
Account 52010 - Janitorial Services										
8196 - Peterson Cleaning, Inc. (PCI Services, Inc.)	264	res# 22-17 04/24-05/05/23 GC OCH CAC CIC 1240 1330	Paid by EFT # 80946		05/22/2023	06/09/2023	06/09/2023		07/03/2023	11,735.00
8196 - Peterson Cleaning, Inc. (PCI Services, Inc.)	266	04/24-05/25 SHERIFFS res# 22-	Paid by EFT # 80946		05/22/2023	06/13/2023	06/13/2023		07/03/2023	4,106.67
8196 - Peterson Cleaning, Inc. (PCI Services, Inc.)	267	04/24-05/05/23 Jc-res# 22-017	Paid by EFT # 80946		05/22/2023	06/14/2023	06/14/2023		07/03/2023	11,042.56
8196 - Peterson Cleaning, Inc. (PCI Services, Inc.)	268	04/24-05/04/23 MPB	Paid by EFT # 80946		05/22/2023	06/14/2023	06/14/2023		07/03/2023	1,898.25
8196 - Peterson Cleaning, Inc. (PCI Services, Inc.)	269	04/24-05/25/23 JJC	Paid by EFT # 80946		05/22/2023	06/14/2023	06/14/2023		07/03/2023	7,338.87
8196 - Peterson Cleaning, Inc. (PCI Services, Inc.)	281	05/22-06/02 GC OCH CAC KBC CIC AURORA	Paid by EFT # 81506		06/14/2023	07/11/2023	07/11/2023		07/31/2023	9,882.25
8196 - Peterson Cleaning, Inc. (PCI Services, Inc.)	283	SHERFII 05/22-06/02/23	Paid by EFT # 81506		06/14/2023	07/11/2023	07/11/2023		07/31/2023	3,965.32
8196 - Peterson Cleaning, Inc. (PCI Services, Inc.)	284	JC 05/22-06/02/23	Paid by EFT # 81506		06/14/2023	07/11/2023	07/11/2023		07/31/2023	12,994.06
Account 52010 - Janitorial Services Totals										Invoice Transactions 8
										\$62,962.98
Account 52110 - Repairs and Maint- Buildings										
1558 - Sherwin Williams	8611-4	GC PAINT VARIOUS AREAS	Paid by EFT # 80977		06/01/2023	06/14/2023	06/14/2023		07/03/2023	440.68



Administration Accounts Payable by GL Distribution

Payment Date Range 07/01/23 - 07/31/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 001 - General Fund										
Department 080 - Building Management										
Sub-Department 080 - Building Mgmt- Government Center										
Account 52110 - Repairs and Maint- Buildings										
1558 - Sherwin Williams	8863-1	GC PAINT	Paid by EFT # 80977		06/07/2023	06/22/2023	06/22/2023		07/03/2023	251.60
1257 - Rehm Electric Shop, Inc.	14315	JAIL RELOCATE 2 EXISTING CAR CHARGEING UNITS	Paid by EFT # 80961		04/25/2023	06/14/2023	06/14/2023		07/03/2023	4,000.00
13725 - 1 Source Mechanical, Inc.	6397	WO 8513 PU PRINTS BLDG C	Paid by EFT # 80761		06/06/2023	06/22/2023	06/22/2023		07/03/2023	173.00
13725 - 1 Source Mechanical, Inc.	6398	WO 8519 JAIL VFD DISCONNECTED	Paid by EFT # 80761		06/06/2023	06/22/2023	06/22/2023		07/03/2023	915.50
1191 - Alarm Detection Systems, Inc.	SI-590824	BLDG b & i 04/07/23 RECONNECTED VALVE TAMPERS	Paid by EFT # 80768		04/07/2023	06/08/2023	06/08/2023		07/03/2023	440.00
1191 - Alarm Detection Systems, Inc.	220130-1010	220130 MPB 1/4 JUL-SEPT 2023	Paid by EFT # 80768		06/11/2023	06/23/2023	06/23/2023		07/03/2023	245.91
1191 - Alarm Detection Systems, Inc.	SI-594226	BLDG G REPLACED BAD SMOKE DETECTOR	Paid by EFT # 80768		06/08/2023	06/23/2023	06/23/2023		07/03/2023	354.33
1191 - Alarm Detection Systems, Inc.	98135-1039	ALL ACCOUNTS 3RD 1/4 JUL-SEP 2023	Paid by EFT # 80768		06/11/2023	06/23/2023	06/23/2023		07/03/2023	28,098.57
2225 - Cintas Corporation	0F94687788	9237863 BLDG C FIRE EXT INSP	Paid by EFT # 80810		06/13/2023	06/22/2023	06/22/2023		07/03/2023	712.66
4526 - Fifth Third Bank	8085-HT-05/23	05/15-06/05/23 JOHNSON C, OSFM PAYPAL ECT	Paid by EFT # 80853		06/05/2023	06/14/2023	06/14/2023		07/03/2023	7,668.39
4526 - Fifth Third Bank	9161-BB-05/23	TOOLS FOR SHOP & BLDGS	Paid by EFT # 80853		06/05/2023	06/23/2023	06/23/2023		07/03/2023	4,995.97
2225 - Cintas Corporation	0F94687734	9237865 -16628 BLDG G FIRE EXTINGUISHER CERT 3	Paid by EFT # 81078		06/13/2023	06/23/2023	06/23/2023		07/17/2023	475.36
2225 - Cintas Corporation	0F94687786	9237864 BLDG F EXTINGUISHER INSP JUNE 2023	Paid by EFT # 81078		06/13/2023	06/23/2023	06/23/2023		07/17/2023	366.95
2225 - Cintas Corporation	0F94687732	9237861 BLDG A JUNE 2023	Paid by EFT # 81078		06/13/2023	06/23/2023	06/23/2023		07/17/2023	815.84
2225 - Cintas Corporation	0F94687733	9237869 BLDG B & IT JUNE 2023	Paid by EFT # 81078		06/13/2023	06/23/2023	06/23/2023		07/17/2023	1,114.89
2225 - Cintas Corporation	0F94687787	9238514 GC 719 BATAVIA JUNE 2023	Paid by EFT # 81078		06/13/2023	06/23/2023	06/23/2023		07/17/2023	396.37
2225 - Cintas Corporation	0F94688006	9269652 MPB FE JUNE 223	Paid by EFT # 81078		06/15/2023	07/05/2023	07/05/2023		07/17/2023	185.00
2225 - Cintas Corporation	0F94687809	9237866 FIRE EXT INSP 06/13/23	Paid by EFT # 81078		06/13/2023	07/07/2023	07/07/2023		07/17/2023	2,114.60



Administration Accounts Payable by GL Distribution

Payment Date Range 07/01/23 - 07/31/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 001 - General Fund										
Department 080 - Building Management										
Sub-Department 080 - Building Mgmt- Government Center										
Account 52110 - Repairs and Maint- Buildings										
1505 - F.E. Moran Inc. Mechanical Services	001-302301429	JC ER SVC REPLACED AIR COMPRESSOR & BOTH AIR DEVICES	Paid by EFT # 81117		04/13/2023	07/05/2023	07/05/2023		07/17/2023	2,275.00
1505 - F.E. Moran Inc. Mechanical Services	5066410-1	JC REFRIGERANT PIPING	Paid by EFT # 81117		04/28/2023	07/06/2023	07/06/2023		07/17/2023	1,487.39
1505 - F.E. Moran Inc. Mechanical Services	5066504-1	JC TEMPORARY CHILLER INSTALL	Paid by EFT # 81117		06/27/2023	07/06/2023	07/06/2023		07/17/2023	15,192.07
1505 - F.E. Moran Inc. Mechanical Services	5066209-1	04/01 JC BAS	Paid by EFT # 81117		04/17/2023	07/07/2023	07/07/2023		07/17/2023	840.00
1505 - F.E. Moran Inc. Mechanical Services	5066122-1	JC BAS CONNECTION	Paid by EFT # 81117		03/31/2023	07/07/2023	07/07/2023		07/17/2023	600.00
1505 - F.E. Moran Inc. Mechanical Services	5065567-1	JC GRAPHICS	Paid by EFT # 81117		04/05/2023	07/07/2023	07/07/2023		07/17/2023	1,200.00
1191 - Alarm Detection Systems, Inc.	SI-594889	GC BLDG F #25342 06/16-06/20 REPLACED 3 SMOKE DETECTORS	Paid by EFT # 81041		06/20/2023	07/05/2023	07/05/2023		07/17/2023	1,429.07
1191 - Alarm Detection Systems, Inc.	SI-595338	BLDG F 06/26 REPLACED D8112G2 PANEL	Paid by EFT # 81041		06/26/2023	07/06/2023	07/06/2023		07/17/2023	1,589.48
13725 - 1 Source Mechanical, Inc.	6449	wo#8531 BLDG C CONTUE REVIEWING	Paid by EFT # 81031		06/27/2023	07/05/2023	07/05/2023		07/17/2023	780.50
2470 - Ace Hardware-Aurora/Batavia	K256836	EVAN JAIL FORKLIFT REFILL PROPANE	Paid by Check # 381724		06/13/2023	07/06/2023	07/06/2023		07/17/2023	32.99
2470 - Ace Hardware-Aurora/Batavia	K37544	1240 PARTS MICROWAVE BULB	Paid by Check # 381724		06/08/2023	07/06/2023	07/06/2023		07/17/2023	47.35
2470 - Ace Hardware-Aurora/Batavia	K37552	1240 PARTS	Paid by Check # 381724		06/09/2023	07/07/2023	07/07/2023		07/17/2023	43.97
3060 - Grainger Inc	9750396146	BLDG A WATER FILTERS	Paid by EFT # 81134		06/23/2023	07/06/2023	07/06/2023		07/17/2023	586.10
3060 - Grainger Inc	9752068263	JC CONCEALED CLOSER	Paid by EFT # 81134		06/26/2023	07/06/2023	07/06/2023		07/17/2023	1,573.98
3060 - Grainger Inc	9753367102	STOCK PARTS	Paid by EFT # 81134		06/27/2023	07/06/2023	07/06/2023		07/17/2023	21.51
3060 - Grainger Inc	9745652876	jail kbc jjc parts	Paid by EFT # 81134		06/20/2023	07/07/2023	07/07/2023		07/17/2023	2,147.29
3060 - Grainger Inc	9745385576	och parts	Paid by EFT # 81134		06/20/2023	07/07/2023	07/07/2023		07/17/2023	107.10
3060 - Grainger Inc	9738875401	kbc parts	Paid by EFT # 81134		06/14/2023	07/07/2023	07/07/2023		07/17/2023	24.66
3060 - Grainger Inc	9738875393	1330 parts	Paid by EFT # 81134		06/14/2023	07/07/2023	07/07/2023		07/17/2023	71.41



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Fund 001 - General Fund										
Department 080 - Building Management										
Sub-Department 080 - Building Mgmt- Government Center										
Account 52110 - Repairs and Maint- Buildings										
3060 - Grainger Inc	9735007362	jc parts	Paid by EFT # 81134		06/09/2023	07/07/2023	07/07/2023		07/17/2023	305.30
3060 - Grainger Inc	9735007354	jjc parts	Paid by EFT # 81134		06/09/2023	07/07/2023	07/07/2023		07/17/2023	312.54
3060 - Grainger Inc	9733931787	kbc parts	Paid by EFT # 81134		06/08/2023	07/07/2023	07/07/2023		07/17/2023	250.46
3060 - Grainger Inc	9734086490	jail sloan parts	Paid by EFT # 81134		06/08/2023	07/07/2023	07/07/2023		07/17/2023	520.00
3060 - Grainger Inc	9732516928	keepstock screws drawers	Paid by EFT # 81134		06/08/2023	07/07/2023	07/07/2023		07/17/2023	2.41
3060 - Grainger Inc	9732516886	JAIL PARTS	Paid by EFT # 81134		06/08/2023	07/07/2023	07/07/2023		07/17/2023	106.25
3060 - Grainger Inc	9735952153	JJC PARTS	Paid by EFT # 81134		06/12/2023	07/07/2023	07/07/2023		07/17/2023	114.42
3060 - Grainger Inc	9735952146	STOCK TOOLS	Paid by EFT # 81134		06/12/2023	07/07/2023	07/07/2023		07/17/2023	243.50
3060 - Grainger Inc	9740873311	JAIL PARTS	Paid by EFT # 81134		06/15/2023	07/07/2023	07/07/2023		07/17/2023	406.42
3060 - Grainger Inc	9740502605	GC PARTS	Paid by EFT # 81134		06/15/2023	07/07/2023	07/07/2023		07/17/2023	25.43
3060 - Grainger Inc	9742695167	JJC PARTS	Paid by EFT # 81134		06/16/2023	07/07/2023	07/07/2023		07/17/2023	92.70
3060 - Grainger Inc	9728952145	JC PARTS	Paid by EFT # 81134		06/05/2023	07/07/2023	07/07/2023		07/17/2023	295.46
3060 - Grainger Inc	9731032257	KEEP STOCK ORDER	Paid by EFT # 81134		06/06/2023	07/07/2023	07/07/2023		07/17/2023	5,140.00
3060 - Grainger Inc	9730398311	PROPRESS 4	Paid by EFT # 81134		06/06/2023	07/07/2023	07/07/2023		07/17/2023	10.64
3060 - Grainger Inc	9730398303	BLDG A HEATER	Paid by EFT # 81134		06/06/2023	07/07/2023	07/07/2023		07/17/2023	1,480.66
3060 - Grainger Inc	9727226194	JC PARTS OICNIC TABLE	Paid by EFT # 81134		06/02/2023	07/07/2023	07/07/2023		07/17/2023	1,496.57
3060 - Grainger Inc	9730686624	KEEP STOCK ORDER	Paid by EFT # 81134		06/06/2023	07/07/2023	07/07/2023		07/17/2023	1,008.94
3060 - Grainger Inc	9732148524	KEEP STOCK DRAWERS	Paid by EFT # 81134		06/07/2023	07/07/2023	07/07/2023		07/17/2023	136.80
3060 - Grainger Inc	9732148516	KEEP STOCK DRAWERS	Paid by EFT # 81134		06/07/2023	07/07/2023	07/07/2023		07/17/2023	4,000.03
3060 - Grainger Inc	9748990695	JC CHANGING STATION	Paid by EFT # 81134		06/22/2023	07/07/2023	07/07/2023		07/17/2023	668.16
1679 - McMaster-Carr Supply Co	99109835	JC CHECK VALVE & RELEIF VALVE	Paid by EFT # 81183		06/07/2023	07/05/2023	07/05/2023		07/17/2023	140.65



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Fund 001 - General Fund										
Department 080 - Building Management										
Sub-Department 080 - Building Mgmt- Government Center										
Account 52110 - Repairs and Maint- Buildings										
1679 - McMaster-Carr Supply Co	97315273	OCH BULBS	Paid by EFT # 81183		05/04/2023	07/05/2023	07/05/2023		07/17/2023	507.42
1390 - Menards, Inc.	07763	JC DRILL BIT	Paid by EFT # 81185		05/31/2023	07/07/2023	07/07/2023		07/17/2023	8.49
1390 - Menards, Inc.	08415	GC PARTS	Paid by EFT # 81185		06/09/2023	07/07/2023	07/07/2023		07/17/2023	150.20
1390 - Menards, Inc.	08416	GC PARTS	Paid by EFT # 81185		06/09/2023	07/07/2023	07/07/2023		07/17/2023	51.48
1390 - Menards, Inc.	08417	OCH PARTS	Paid by EFT # 81185		06/09/2023	07/07/2023	07/07/2023		07/17/2023	372.71
1390 - Menards, Inc.	07944	KBC PARTS	Paid by EFT # 81185		06/02/2023	07/07/2023	07/07/2023		07/17/2023	17.97
1390 - Menards, Inc.	08369	PARTS	Paid by EFT # 81185		06/08/2023	07/07/2023	07/07/2023		07/17/2023	49.04
1390 - Menards, Inc.	06850	JAIL PARTS	Paid by EFT # 81185		05/17/2023	07/07/2023	07/07/2023		07/17/2023	61.45
1390 - Menards, Inc.	08587	OCH PARTS	Paid by EFT # 81185		06/12/2023	07/07/2023	07/07/2023		07/17/2023	89.90
1390 - Menards, Inc.	08935	1330 PARTS	Paid by EFT # 81185		06/16/2023	07/07/2023	07/07/2023		07/17/2023	10.36
1390 - Menards, Inc.	09102	OCH PARTS	Paid by EFT # 81185		06/19/2023	07/07/2023	07/07/2023		07/17/2023	76.75
1390 - Menards, Inc.	09134	OCH PARTS	Paid by EFT # 81185		06/19/2023	07/07/2023	07/07/2023		07/17/2023	39.99
1390 - Menards, Inc.	08846	BLDG A PARTS	Paid by EFT # 81185		06/15/2023	07/07/2023	07/07/2023		07/17/2023	78.19
1390 - Menards, Inc.	09201	BLDG A PARTS	Paid by EFT # 81185		06/20/2023	07/07/2023	07/07/2023		07/17/2023	24.59
1390 - Menards, Inc.	09675	JAIL EVAN TOLLS	Paid by EFT # 81185		06/27/2023	07/07/2023	07/07/2023		07/17/2023	77.89
1390 - Menards, Inc.	08837	BROKE WALL & PIPES	Paid by EFT # 81185		06/15/2023	07/07/2023	07/07/2023		07/17/2023	51.98
1390 - Menards, Inc.	08589	JC PARTS	Paid by EFT # 81185		06/15/2023	07/07/2023	07/07/2023		07/17/2023	51.98
1390 - Menards, Inc.	08589	jail evan for drains sink	Paid by EFT # 81185		06/12/2023	07/07/2023	07/07/2023		07/17/2023	82.29
1390 - Menards, Inc.	09605	bldg a parts	Paid by EFT # 81185		06/26/2023	07/07/2023	07/07/2023		07/17/2023	38.54
1390 - Menards, Inc.	09424	och parts	Paid by EFT # 81185		06/23/2023	07/07/2023	07/07/2023		07/17/2023	221.69
1390 - Menards, Inc.	09676	jc parts	Paid by EFT # 81185		06/27/2023	07/07/2023	07/07/2023		07/17/2023	78.08
1390 - Menards, Inc.	09692	1240 parts	Paid by EFT # 81185		06/27/2023	07/07/2023	07/07/2023		07/17/2023	48.17



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Fund 001 - General Fund										
Department 080 - Building Management										
Sub-Department 080 - Building Mgmt- Government Center										
Account 52110 - Repairs and Maint- Buildings										
1390 - Menards, Inc.	09405	bldg a parts	Paid by EFT # 81185		06/23/2023	07/07/2023	07/07/2023		07/17/2023	36.56
1390 - Menards, Inc.	09427	JJC PARTS	Paid by EFT # 81185		06/23/2023	07/07/2023	07/07/2023		07/17/2023	32.62
1390 - Menards, Inc.	08815	och parts	Paid by EFT # 81185		06/15/2023	07/07/2023	07/07/2023		07/17/2023	37.52
1390 - Menards, Inc.	08746	och parts	Paid by EFT # 81185		06/14/2023	07/07/2023	07/07/2023		07/17/2023	30.64
1390 - Menards, Inc.	08634	mpb parts	Paid by EFT # 81185		06/12/2023	07/07/2023	07/07/2023		07/17/2023	75.63
1390 - Menards, Inc.	08599	bldg b parts	Paid by EFT # 81185		06/12/2023	07/07/2023	07/07/2023		07/17/2023	62.99
1390 - Menards, Inc.	08758	bldg g parts	Paid by EFT # 81185		06/14/2023	07/07/2023	07/07/2023		07/17/2023	134.95
1390 - Menards, Inc.	08845	return	Paid by EFT # 81185		06/15/2023	07/07/2023	07/07/2023		07/17/2023	(104.97)
1390 - Menards, Inc.	4995	och parts lost receipt	Paid by EFT # 81185		04/19/2023	07/07/2023	07/07/2023		07/17/2023	231.31
1305 - NAPA Auto Parts - St. Charles	2285-800359	POWER BELT	Paid by Check # 381785		06/16/2023	07/07/2023	07/07/2023		07/17/2023	51.42
1305 - NAPA Auto Parts - St. Charles	2285-800948	BATTERY	Paid by Check # 381785		06/21/2023	07/07/2023	07/07/2023		07/17/2023	180.49
1305 - NAPA Auto Parts - St. Charles	2285-801550	TRACTOR PM	Paid by Check # 381785		06/26/2023	07/07/2023	07/07/2023		07/17/2023	4.46
1305 - NAPA Auto Parts - St. Charles	2285-764547	V BELTS	Paid by Check # 381785		08/17/2022	07/07/2023	07/07/2023		07/17/2023	45.04
8388 - Havlicek Geneva Ace Hardware LLC	101830	jail parts luis medina	Paid by EFT # 81141		05/22/2023	07/07/2023	07/07/2023		07/17/2023	40.34
8388 - Havlicek Geneva Ace Hardware LLC	101853	kbc parts	Paid by EFT # 81141		05/23/2023	07/07/2023	07/07/2023		07/17/2023	30.11
8388 - Havlicek Geneva Ace Hardware LLC	102437	bldg a parts	Paid by EFT # 81141		06/22/2023	07/07/2023	07/07/2023		07/17/2023	5.83
8388 - Havlicek Geneva Ace Hardware LLC	102316	bldg a parts	Paid by EFT # 81141		06/15/2023	07/07/2023	07/07/2023		07/17/2023	15.57
8388 - Havlicek Geneva Ace Hardware LLC	102315	jc parts	Paid by EFT # 81141		06/15/2023	07/07/2023	07/07/2023		07/17/2023	37.74
8388 - Havlicek Geneva Ace Hardware LLC	102405	shop parts	Paid by EFT # 81141		06/20/2023	07/07/2023	07/07/2023		07/17/2023	14.19
8388 - Havlicek Geneva Ace Hardware LLC	102331	kbc parts	Paid by EFT # 81141		06/16/2023	07/07/2023	07/07/2023		07/17/2023	9.91
8388 - Havlicek Geneva Ace Hardware LLC	102277	parts	Paid by EFT # 81141		06/13/2023	07/07/2023	07/07/2023		07/17/2023	15.80



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Fund 001 - General Fund										
Department 080 - Building Management										
Sub-Department 080 - Building Mgmt- Government Center										
Account 52110 - Repairs and Maint- Buildings										
8388 - Havlicek Geneva Ace Hardware LLC	102456	parts	Paid by EFT # 81141		06/23/2023	07/07/2023	07/07/2023		07/17/2023	4.49
8388 - Havlicek Geneva Ace Hardware LLC	102424	PARTS	Paid by EFT # 81141		06/21/2023	07/07/2023	07/07/2023		07/17/2023	12.22
8388 - Havlicek Geneva Ace Hardware LLC	102488	BLDG A PARTS	Paid by EFT # 81141		06/26/2023	07/07/2023	07/07/2023		07/17/2023	4.49
2779 - ILLCO INC	1416259	JC PARTS	Paid by Check # 381774		06/07/2023	07/05/2023	07/05/2023		07/17/2023	108.17
2779 - ILLCO INC	1416258	OCH PARTS	Paid by Check # 381774		06/07/2023	07/05/2023	07/05/2023		07/17/2023	652.99
2779 - ILLCO INC	1416165	OCH FILTERS	Paid by Check # 381774		06/06/2023	07/05/2023	07/05/2023		07/17/2023	4.74
2779 - ILLCO INC	1416604	MPB TOOLS	Paid by Check # 381774		06/14/2023	07/05/2023	07/05/2023		07/17/2023	144.44
2779 - ILLCO INC	1416386	OCH PARTS	Paid by Check # 381774		06/09/2023	07/05/2023	07/05/2023		07/17/2023	35.12
2779 - ILLCO INC	1416955	OCH CR 430 FILTERS	Paid by Check # 381774		06/22/2023	07/06/2023	07/06/2023		07/17/2023	116.83
2779 - ILLCO INC	1417020	GC PARTS	Paid by Check # 381774		06/23/2023	07/06/2023	07/06/2023		07/17/2023	720.12
2779 - ILLCO INC	1416714	1330 PARTS	Paid by Check # 381774		06/16/2023	07/06/2023	07/06/2023		07/17/2023	112.32
1479 - Valley Lock Company Inc	70706	KEYS MPB GC IT	Paid by Check # 381808		06/01/2023	07/05/2023	07/05/2023		07/17/2023	109.63
12287 - Century Springs/Ove Water Services	2105088	BLD WATER JUNE 2023	Paid by EFT # 81072		06/30/2023	07/06/2023	07/06/2023		07/17/2023	91.20
12446 - Porter Pipe & Supply CO	12602171-00	JAIL PROPPRESS PARTS	Paid by EFT # 81225		06/07/2023	07/05/2023	07/05/2023		07/17/2023	229.10
12446 - Porter Pipe & Supply CO	12609554-00	OCH BOILER PARTS ORDERD BY B SANDRICK	Paid by EFT # 81225		06/22/2023	07/05/2023	07/05/2023		07/17/2023	1,039.18
12446 - Porter Pipe & Supply CO	12610637-00	OCH MORE PARTS	Paid by EFT # 81225		06/22/2023	07/05/2023	07/05/2023		07/17/2023	105.08
3470 - Trane US Inc dba Trane	14533428	JJC HEAT EXCHANGER	Paid by Check # 381807		06/06/2023	07/05/2023	07/05/2023		07/17/2023	1,532.93
2006 - Uline	164888193	BLDG MGMT BRENT BRASKI TOOLS FOR SHOP	Paid by EFT # 81277		06/15/2023	07/05/2023	07/05/2023		07/17/2023	4,226.81
2006 - Uline	164503661	MPB PACKING TABLE, WELDED WORK BENCH	Paid by EFT # 81277		06/06/2023	07/05/2023	07/05/2023		07/17/2023	2,181.27
5933 - Urban Elevator Service LLC	15180824-000665	JJC JULY	Paid by EFT # 81279		07/01/2023	07/06/2023	07/06/2023		07/17/2023	239.20



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Fund 001 - General Fund										
Department 080 - Building Management										
Sub-Department 080 - Building Mgmt- Government Center										
Account 52110 - Repairs and Maint- Buildings										
5933 - Urban Elevator Service LLC	15180827-100719	BLDG C JULY	Paid by EFT # 81279		07/01/2023	07/06/2023	07/06/2023		07/17/2023	119.60
5933 - Urban Elevator Service LLC	15180826-100755	JAIL JULY	Paid by EFT # 81279		07/01/2023	07/06/2023	07/06/2023		07/17/2023	1,196.00
5933 - Urban Elevator Service LLC	15180821-000427	427 CABELL JULY	Paid by EFT # 81279		07/01/2023	07/06/2023	07/06/2023		07/17/2023	119.60
5933 - Urban Elevator Service LLC	15180825-150100	OCH JULY	Paid by EFT # 81279		07/01/2023	07/06/2023	07/06/2023		07/17/2023	352.56
5933 - Urban Elevator Service LLC	15180822-000719	BLDG A JULY	Paid by EFT # 81279		07/01/2023	07/06/2023	07/06/2023		07/17/2023	139.88
5933 - Urban Elevator Service LLC	15180829-200777	JC JULY	Paid by EFT # 81279		07/01/2023	07/06/2023	07/06/2023		07/17/2023	717.60
5933 - Urban Elevator Service LLC	15180828-200719	BLDG B JULY	Paid by EFT # 81279		07/01/2023	07/06/2023	07/06/2023		07/17/2023	119.60
5933 - Urban Elevator Service LLC	15180823-001240	1240 HIGHLAND JULY	Paid by EFT # 81279		07/01/2023	07/06/2023	07/06/2023		07/17/2023	124.38
5933 - Urban Elevator Service LLC	15181937-200777	JC CAR 6 IS STUCK IN PHASE 2 WITH DOORS CLOSED	Paid by EFT # 81584		07/06/2023	07/18/2023	07/18/2023		07/31/2023	231.73
2006 - Uline	165641207	MAILROOM SHRINK WRAP	Paid by EFT # 81581		07/06/2023	07/19/2023	07/19/2023		07/31/2023	137.58
13921 - Unique Painting & Decorating, LTD	KC#101	MPB ADD NEW DOORWAY & CLOSE A DOORWAY	Paid by EFT # 81582		06/10/2023	07/11/2023	07/11/2023		07/31/2023	8,500.00
5896 - Chem-Wise Ecological Pest Management, Inc.	1160260	JULY ALL BLDGS	Paid by Check # 381833		07/01/2023	07/20/2023	07/20/2023		07/31/2023	564.00
1479 - Valley Lock Company Inc	70790	GC KEYS	Paid by Check # 381907		06/30/2023	07/19/2023	07/19/2023		07/31/2023	20.93
3578 - Warehouse Direct, Inc.	5527982-0	GC PARTS	Paid by EFT # 81596		07/07/2023	07/18/2023	07/18/2023		07/31/2023	330.47
3578 - Warehouse Direct, Inc.	5528707-0	mailroom supplies	Paid by EFT # 81596		07/10/2023	07/18/2023	07/18/2023		07/31/2023	17.91
3578 - Warehouse Direct, Inc.	5515675-1	BINDERS FOR MATT	Paid by EFT # 81596		06/16/2023	07/19/2023	07/19/2023		07/31/2023	101.40
3578 - Warehouse Direct, Inc.	5534879-0	SUPPLIES	Paid by EFT # 81596		07/19/2023	07/21/2023	07/21/2023		07/31/2023	283.18
2779 - ILLCO INC	1417144	OCH CO2 DRAIN LINE OPENER	Paid by Check # 381865		06/27/2023	07/14/2023	07/14/2023		07/31/2023	192.17
2779 - ILLCO INC	1417143	GC 1/2 COMP GAUGE COCK 26-305-01	Paid by Check # 381865		06/27/2023	07/19/2023	07/19/2023		07/31/2023	77.08
1581 - Malcor Roofing of Illinois, Inc.	4248	GC BLDG B ROOF REPAIRS	Paid by Check # 381877		07/12/2023	07/19/2023	07/19/2023		07/31/2023	514.10



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Fund 001 - General Fund										
Department 080 - Building Management										
Sub-Department 080 - Building Mgmt- Government Center										
Account 52110 - Repairs and Maint- Buildings										
8388 - Havlicek Geneva Ace Hardware LLC	102841	1330 VINYAL BASE	Paid by EFT # 81443		07/18/2023	07/20/2023	07/20/2023		07/31/2023	12.58
2803 - Neuco Inc	6769460	JAIL PARTS	Paid by EFT # 81486		04/19/2023	07/11/2023	07/11/2023		07/31/2023	666.71
2803 - Neuco Inc	6953319	JJC VEH-608 .5/175A	Paid by EFT # 81486		07/18/2023	07/19/2023	07/19/2023		07/31/2023	94.28
2803 - Neuco Inc	6924598	Adj. Current Sw W/LED RESTOCKING CHARGE	Paid by EFT # 81486		07/06/2023	07/20/2023	07/20/2023		07/31/2023	(117.84)
3245 - Paddock Publications (Daily Herald)	257327	23-046 GENERATOR MAINT	Paid by Check # 381887		07/10/2023	07/19/2023	07/19/2023		07/31/2023	29.90
13301 - Phigenics, LLC	INV10047563	JAIL WATER TESTING KITS JUNE	Paid by EFT # 81510		06/28/2023	07/20/2023	07/20/2023		07/31/2023	2,800.00
1558 - Sherwin Williams	0432-3	JJC MEDICAL PAINTING	Paid by EFT # 81541		07/18/2023	07/19/2023	07/19/2023		07/31/2023	225.63
1558 - Sherwin Williams	9693-1	gc outside paint	Paid by EFT # 81541		06/28/2023	07/20/2023	07/20/2023		07/31/2023	269.78
1558 - Sherwin Williams	9797-0	SHERIFF HANDICAPP	Paid by EFT # 81541		06/30/2023	07/20/2023	07/20/2023		07/31/2023	86.37
1558 - Sherwin Williams	5511-7	GC PAINT	Paid by Check # 381895		07/06/2023	07/20/2023	07/20/2023		07/31/2023	127.41
1919 - Sign Tech, Inc.	26898	GC ROOM NUMBERS	Paid by Check # 381896		06/26/2023	07/20/2023	07/20/2023		07/31/2023	75.00
1496 - Steiner Electric Co Inc	S007390960.001	KBC LITH CPX 2X4 AL08 SWW7 M2 LED FLAT PANEL,2X4 , 3500- 4300 -	Paid by EFT # 81552		07/03/2023	07/21/2023	07/21/2023		07/31/2023	1,346.95
13744 - TEC Distribution LLC dba Temperature Equipment Co.	7709098-00	GC 1 0 1 each 135.00 135.00 EXHAUST TRANSTION	Paid by EFT # 81560		06/14/2023	07/19/2023	07/19/2023		07/31/2023	135.00
13942 - The Aubrey Sign Company	INV-26279	JC ALUMINIUM LETTERS OUTSIDE ON BLDG	Paid by EFT # 81561		06/23/2023	07/18/2023	07/18/2023		07/31/2023	9,515.00
13153 - Toshiba America Business Solutions Inc	6067002	BLDG MGMT 1166443.302 06/13-07/12	Paid by EFT # 81571		07/12/2023	07/21/2023	07/21/2023		07/31/2023	34.90
1257 - Rehm Electric Shop, Inc.	14379	GC PARKING LIT LIGHTS	Paid by EFT # 81529		06/15/2023	07/18/2023	07/18/2023		07/31/2023	767.25
1390 - Menards, Inc.	10573	SHOP EXTREME COMFORT MAI	Paid by EFT # 81480		07/11/2023	07/20/2023	07/20/2023		07/31/2023	9.99
1390 - Menards, Inc.	09741	OCH LIGHTS & PIC HANGERS	Paid by EFT # 81480		06/28/2023	07/20/2023	07/20/2023		07/31/2023	109.64



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Fund 001 - General Fund										
Department 080 - Building Management										
Sub-Department 080 - Building Mgmt- Government Center										
Account 52110 - Repairs and Maint- Buildings										
1390 - Menards, Inc.	09900	OCH 100 FT X 5/8" FABRIC HOSE HYDROFLEX HOSE 5/8 X 50	Paid by EFT # 81480		06/30/2023	07/20/2023	07/20/2023		07/31/2023	159.97
1390 - Menards, Inc.	10206	1240 MISC	Paid by EFT # 81480		07/05/2023	07/20/2023	07/20/2023		07/31/2023	34.12
1390 - Menards, Inc.	10717	kbc misc parts/sump pump	Paid by EFT # 81480		07/13/2023	07/20/2023	07/20/2023		07/31/2023	354.55
1390 - Menards, Inc.	10639	bldg a lamp holder	Paid by EFT # 81480		07/12/2023	07/20/2023	07/20/2023		07/31/2023	10.85
1390 - Menards, Inc.	09935	KBC REFRIGERATOR MAINT	Paid by EFT # 81480		06/30/2023	07/20/2023	07/20/2023		07/31/2023	499.99
1390 - Menards, Inc.	10220	BLDG A MISC PARTS	Paid by EFT # 81480		07/05/2023	07/20/2023	07/20/2023		07/31/2023	36.53
1390 - Menards, Inc.	10637	BLDG A CREEN WINDOW DUCT TAPE ETC	Paid by EFT # 81480		07/12/2023	07/20/2023	07/20/2023		07/31/2023	129.63
1390 - Menards, Inc.	10098	OCH PORTABLE AIR CONDITIONER	Paid by EFT # 81480		07/03/2023	07/20/2023	07/20/2023		07/31/2023	850.95
1390 - Menards, Inc.	10706	MPB EXT SHANK T & P VALVE	Paid by EFT # 81480		07/13/2023	07/20/2023	07/20/2023		07/31/2023	46.86
1390 - Menards, Inc.	09909	JAIL FAUCET	Paid by EFT # 81480		06/30/2023	07/20/2023	07/20/2023		07/31/2023	107.80
3060 - Grainger Inc	9759260996	JAIL equipment & tools	Paid by EFT # 81434		07/03/2023	07/14/2023	07/14/2023		07/31/2023	2,749.27
3060 - Grainger Inc	9758576178	JAIL MISC PARTS	Paid by EFT # 81434		07/03/2023	07/14/2023	07/14/2023		07/31/2023	245.83
3060 - Grainger Inc	9759301931	BLDG B IN LINE SWITCH	Paid by EFT # 81434		07/03/2023	07/14/2023	07/14/2023		07/31/2023	104.16
3060 - Grainger Inc	9761214015	STOCK SAFETY ITEMS	Paid by EFT # 81434		07/06/2023	07/19/2023	07/19/2023		07/31/2023	353.50
3060 - Grainger Inc	9761842476	JAIL FAUCETS ETC	Paid by EFT # 81434		07/06/2023	07/19/2023	07/19/2023		07/31/2023	277.62
3060 - Grainger Inc	9761910133	JJC 6CHY3 REPAIR KIT	Paid by EFT # 81434		07/06/2023	07/19/2023	07/19/2023		07/31/2023	39.14
3060 - Grainger Inc	9768113939	JAIL TOOLS & PARTS	Paid by EFT # 81434		07/12/2023	07/21/2023	07/21/2023		07/31/2023	173.96
3060 - Grainger Inc	9769281503	JJC PLUMBING	Paid by EFT # 81434		07/13/2023	07/21/2023	07/21/2023		07/31/2023	6.70
3060 - Grainger Inc	9763646529	JAIL CASTORS	Paid by EFT # 81434		07/10/2023	07/21/2023	07/21/2023		07/31/2023	147.86



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Fund 001 - General Fund										
Department 080 - Building Management										
Sub-Department 080 - Building Mgmt- Government Center										
Account 52110 - Repairs and Maint- Buildings										
3060 - Grainger Inc	9766001938	MPB SAFETY CANS	Paid by EFT # 81434		07/11/2023	07/21/2023	07/21/2023		07/31/2023	511.94
7528 - Hartwig Plumb & Heat Inc dba Hartwig Mechanical	43913	KBC AIR HANDLER MOTOR REPLACEMENT AHU-13	Paid by EFT # 81441		06/12/2023	07/11/2023	07/11/2023		07/31/2023	405.00
7528 - Hartwig Plumb & Heat Inc dba Hartwig Mechanical	43957	430 RANDALL BLOWER MOTOR REPLACEAHU 14, CU-10 WIRING	Paid by EFT # 81441		06/12/2023	07/11/2023	07/11/2023		07/31/2023	540.00
7528 - Hartwig Plumb & Heat Inc dba Hartwig Mechanical	44277	KBC REALIGN PULLEYS ON TRANE RTUS	Paid by EFT # 81441		06/21/2023	07/20/2023	07/20/2023		07/31/2023	472.50
2470 - Ace Hardware-Aurora/Batavia	K37861	1240 PARTS	Paid by Check # 381817		07/14/2023	07/20/2023	07/20/2023		07/31/2023	18.77
2470 - Ace Hardware-Aurora/Batavia	K37819	1240 SUPER GLUE	Paid by Check # 381817		07/13/2023	07/20/2023	07/20/2023		07/31/2023	16.58
13162 - Air Comfort LLC	186729	1330 HIGHLAND RTU ECONOMIZER IN FREE COOLING MODE	Paid by EFT # 81317		06/28/2023	07/18/2023	07/18/2023		07/31/2023	455.00
13725 - 1 Source Mechanical, Inc.	6474	JAIL WO#8648&8650 NORTH TOWER & MEETING	Paid by EFT # 81309		07/11/2023	07/19/2023	07/19/2023		07/31/2023	2,524.34
13725 - 1 Source Mechanical, Inc.	6473	OCH WO # 8652 BOILER MAINTENANCE	Paid by EFT # 81309		07/11/2023	07/19/2023	07/19/2023		07/31/2023	1,264.00
8346 - Assurance Fire & Safety Inc	100601653	JC FIRE EXT CERTIFICATES	Paid by EFT # 81331		07/12/2023	07/21/2023	07/21/2023		07/31/2023	517.10
13085 - Blade Electric & Technologies LLC	3666	Building A Low Voltage cabling Invoice per Approved quote	Paid by EFT # 81348		06/10/2023	07/11/2023	07/11/2023		07/31/2023	2,219.00
14031 - Block Electric Company, Inc.	117469	JC RELOCATE FIRE ALARM DEVICE	Paid by EFT # 81350		07/11/2023	07/19/2023	07/19/2023		07/31/2023	1,009.00
1505 - F.E. Moran Inc. Mechanical Services	5066627-1	JC CONTROL INSTALL	Paid by EFT # 81412		07/13/2023	07/19/2023	07/19/2023		07/31/2023	2,304.00
1505 - F.E. Moran Inc. Mechanical Services	5066937-1	JC CHILLER PLANT NOT WORKING	Paid by EFT # 81412		06/30/2023	07/20/2023	07/20/2023		07/31/2023	576.00
2225 - Cintas Corporation	0F94690805	9237862 1240 HIGHLAND FIRE EXT CERT	Paid by EFT # 81371		07/07/2023	07/12/2023	07/12/2023		07/31/2023	1,229.27
2225 - Cintas Corporation	0F94690806	1330 FE 16636 07/07`	Paid by EFT # 81371		07/07/2023	07/18/2023	07/18/2023		07/31/2023	200.25
13896 - DoorMaster Garage Door Co., LLC	34630	coroner mpb garage door repair	Paid by EFT # 81400		07/12/2023	07/19/2023	07/19/2023		07/31/2023	294.00
13896 - DoorMaster Garage Door Co., LLC	34627	JJC COM OPERATER TROLLEY & BRACKET	Paid by EFT # 81400		07/12/2023	07/19/2023	07/19/2023		07/31/2023	968.00



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Fund 001 - General Fund										
Department 080 - Building Management										
Sub-Department 080 - Building Mgmt- Government Center										
Account 52110 - Repairs and Maint- Buildings										
13870 - Excelsior Worldwide dba Restoration1 of Fox Valley	WTR06262300100	BLDG B ROOF LEAK AND DAMAGE TO OFFICES	Paid by EFT # 81411		06/30/2023	07/12/2023	07/12/2023		07/31/2023	2,701.61
4526 - Fifth Third Bank	9161-BB-06/23	BRENT BRASKI JUNE PCARD	Paid by EFT # 81414		07/04/2023	07/21/2023	07/21/2023		07/31/2023	8,025.47
4526 - Fifth Third Bank	8093-MW-06/23	JUNE 2023 MW E WORKS	Paid by EFT # 81414		07/04/2023	07/21/2023	07/21/2023		07/31/2023	200.00
4526 - Fifth Third Bank	8085-HT-06/23	HT JUNE 2023	Paid by EFT # 81414		07/04/2023	07/21/2023	07/21/2023		07/31/2023	(85.64)
4526 - Fifth Third Bank	4947-MS-06/23	CARDQUEST JUNE 2023	Paid by EFT # 81414		07/04/2023	07/24/2023	07/24/2023		07/31/2023	121.00
1391 - Fox Valley Fire & Safety Co	IN00611140	JAIL FIRE SPRINKLER SERVICE UPON ARRIVAL FOUND #1 INCOMING OS&Y	Paid by EFT # 81419		06/30/2023	07/19/2023	07/19/2023		07/31/2023	570.00
2520 - G.W. Berkheimer Co., Inc.	7390728	OCH10726 SL60826 8IN 5FT 26GA PIPE 10963 90826 8IN 26GA ELBOW 4	Paid by EFT # 81421		06/13/2023	07/13/2023	07/13/2023		07/31/2023	174.58
2520 - G.W. Berkheimer Co., Inc.	7390752	OCH 36771 800-DO 8IN T BAR DAMPER 36761 1300 8IN UNINSULATED 3 C	Paid by EFT # 81421		06/13/2023	07/13/2023	07/13/2023		07/31/2023	122.43
2520 - G.W. Berkheimer Co., Inc.	7418002	BLDG B FILTERS 48337 5251174862 18X24X2 KP-STD 8002 KEY PLEAT ME	Paid by EFT # 81421		07/14/2023	07/19/2023	07/19/2023		07/31/2023	29.08
2520 - G.W. Berkheimer Co., Inc.	7417997	KBC 28610 8RV-RT 8IN CAP	Paid by EFT # 81421		07/14/2023	07/19/2023	07/19/2023		07/31/2023	60.92
2520 - G.W. Berkheimer Co., Inc.	7417985	KBC 65711 100XL 66100 3/4IN 150PSI TEMPERATURE & PRESSURE	Paid by EFT # 81421		07/14/2023	07/19/2023	07/19/2023		07/31/2023	30.97
2520 - G.W. Berkheimer Co., Inc.	7417002	MPB STOCK TOOLS	Paid by EFT # 81421		07/13/2023	07/19/2023	07/19/2023		07/31/2023	247.19
2520 - G.W. Berkheimer Co., Inc.	7390727	OCH 1300 8IN UNINSULATED 3 CONE DIFFUSER W/COLLAR	Paid by EFT # 81421		06/13/2023	07/19/2023	07/19/2023		07/31/2023	86.23
2520 - G.W. Berkheimer Co., Inc.	7399432	KBC 800-DO 8IN T BAR DAMPER	Paid by EFT # 81421		06/22/2023	07/20/2023	07/20/2023		07/31/2023	108.60



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Fund 001 - General Fund										
Department 080 - Building Management										
Sub-Department 080 - Building Mgmt- Government Center										
Account 52110 - Repairs and Maint- Buildings										
2520 - G.W. Berkheimer Co., Inc.	7423080	OCH 13602406 6IN X 25FT R6.0 SILVER BAGGED FLEX DUCT	Paid by EFT # 81421		07/20/2023	07/21/2023	07/21/2023		07/31/2023	127.90
Account 52110 - Repairs and Maint- Buildings Totals										Invoice Transactions 211
										<u>\$179,791.19</u>
Account 52120 - Repairs and Maint- Grounds										
12859 - Ratliff Landscaping Inc	5419	GC MULCH ALL OVER	Paid by EFT # 80958		06/01/2023	06/22/2023	06/22/2023		07/03/2023	13,500.00
12859 - Ratliff Landscaping Inc	5466	OCH REMOVE MULCH INSTALL NYLON WEED BARRIER & ROCK	Paid by EFT # 81231		06/23/2023	07/05/2023	07/05/2023		07/17/2023	1,000.00
12859 - Ratliff Landscaping Inc	5436	ANIMAL CONTROL MULCH	Paid by EFT # 81231		06/19/2023	07/05/2023	07/05/2023		07/17/2023	900.00
12859 - Ratliff Landscaping Inc	5471	JC MULCH WHOLE CAMPUS	Paid by EFT # 81525		07/07/2023	07/18/2023	07/18/2023		07/31/2023	20,700.00
12859 - Ratliff Landscaping Inc	5474	KBC MULCH	Paid by EFT # 81525		07/18/2023	07/19/2023	07/19/2023		07/31/2023	5,400.00
12859 - Ratliff Landscaping Inc	5451	JULY LANDSCAPING LES KDOT & AC	Paid by EFT # 81525		07/01/2023	07/19/2023	07/19/2023		07/31/2023	12,587.12
12859 - Ratliff Landscaping Inc	5461	OCH LANDSCAPING	Paid by EFT # 81525		06/21/2023	07/20/2023	07/20/2023		07/31/2023	450.00
Account 52120 - Repairs and Maint- Grounds Totals										Invoice Transactions 7
										<u>\$54,537.12</u>
Account 52160 - Repairs and Maint- Equipment										
13725 - 1 Source Mechanical, Inc.	6399	RES# 23-63 wo # 8515 OCH DUPLEX & RTRAP REPLACEMENT NEEDED	Paid by EFT # 80761		06/06/2023	06/22/2023	06/22/2023		07/03/2023	375.50
1505 - F.E. Moran Inc. Mechanical Services	001-501102000	JC COMPRESSOR INSPECTION RES# 23-67	Paid by EFT # 80851		06/12/2023	06/22/2023	06/22/2023		07/03/2023	22,525.00
1505 - F.E. Moran Inc. Mechanical Services	001-302211491	JC REPLACED SPRINKLER HEAD THAT FROZE	Paid by EFT # 81117		01/25/2023	07/05/2023	07/05/2023		07/17/2023	1,330.00
1505 - F.E. Moran Inc. Mechanical Services	5066249-1	JC CHILLER REPAIR	Paid by EFT # 81117		04/27/2023	07/05/2023	07/05/2023		07/17/2023	6,207.20
1505 - F.E. Moran Inc. Mechanical Services	5066598-1	JC CHILLER DOWN 05/22	Paid by EFT # 81117		06/01/2023	07/05/2023	07/05/2023		07/17/2023	1,440.00
1505 - F.E. Moran Inc. Mechanical Services	5065884-1	JC TROUBLESHOOT AHU-2. IT HAS A LEAKING VALVE/ACTUATOR ON CHILLE	Paid by EFT # 81117		04/17/2023	07/06/2023	07/06/2023		07/17/2023	24,382.27



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Fund 001 - General Fund										
Department 080 - Building Management										
Sub-Department 080 - Building Mgmt- Government Center										
Account 52160 - Repairs and Maint- Equipment										
1505 - F.E. Moran Inc. Mechanical Services	5065882-1	JC PM 2 BANK VFD'S RES#23-63	Paid by EFT # 81117		04/14/2023	07/06/2023	07/06/2023		07/17/2023	5,392.86
13935 - AIM Solutions, Inc.	103824	jc johnson controls actuator	Paid by EFT # 81038		06/09/2023	07/05/2023	07/05/2023		07/17/2023	584.00
3470 - Trane US Inc dba Trane	14582379	JJC HVAC PARTS	Paid by Check # 381807		06/14/2023	07/05/2023	07/05/2023		07/17/2023	942.61
13725 - 1 Source Mechanical, Inc.	6450	JAIL #8564 TRU BLOWING BREAKER, WIRE FUSED ON COMPRESSOR #2	Paid by EFT # 81031		06/27/2023	07/05/2023	07/05/2023		07/17/2023	493.00
13725 - 1 Source Mechanical, Inc.	6423	BLDG C WO# 8544 05/30-06/09 reviewed point	Paid by EFT # 81031		06/23/2023	07/05/2023	07/05/2023		07/17/2023	1,869.00
13725 - 1 Source Mechanical, Inc.	6468	OCH BOILER PROBLEMS SCALE & BUILUP CLEANED	Paid by EFT # 81309		07/07/2023	07/14/2023	07/14/2023		07/31/2023	5,394.07
13725 - 1 Source Mechanical, Inc.	6469	JAIL HVAC REPAIRS #8529,8530,8644,8645,8646	Paid by EFT # 81309		07/07/2023	07/19/2023	07/19/2023		07/31/2023	3,742.50
5933 - Urban Elevator Service LLC	15181435-200777	JC INSTALL NEW DETECTOR EDGE	Paid by EFT # 81584		06/22/2023	07/20/2023	07/20/2023		07/31/2023	6,536.00
13935 - AIM Solutions, Inc.	103847	JJC Johnson Controls, Actuator 24v, Spring return, 0-10VDC	Paid by EFT # 81316		06/29/2023	07/20/2023	07/20/2023		07/31/2023	584.00
13945 - Alert Fire Protection, Inc.	5481	JC Q# 04/14/23 SCHEDULE 10 PIPING REAPLCE JOCKEY PUMP PIPIN	Paid by EFT # 81319		06/12/2023	07/13/2023	07/13/2023		07/31/2023	8,500.00
8901 - Central Furnace Supply Co.	320543	YELLOW HSE CONTROL BOARD - 80% AND 96%	Paid by EFT # 81365		07/10/2023	07/19/2023	07/19/2023		07/31/2023	196.46
1505 - F.E. Moran Inc. Mechanical Services	002-501070000	JC YORK CENTRIFUGAL CHILLER #1 - REPLACE R-123A REFRIGERANT AND O	Paid by EFT # 81412		06/20/2023	07/13/2023	07/13/2023		07/31/2023	13,500.00
2520 - G.W. Berkheimer Co., Inc.	7393529	KBC 1300 8IN UNINSULATED 3 CONE DIFFUSER W/COLLAR 36771 800-DO 8	Paid by EFT # 81421		06/15/2023	07/19/2023	07/19/2023		07/31/2023	2,082.33
2520 - G.W. Berkheimer Co., Inc.	7397298	TRCUK SUPPLY REFRIGERANT DALE	Paid by EFT # 81421		06/20/2023	07/20/2023	07/20/2023		07/31/2023	1,666.67



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 001 - General Fund										
Department 080 - Building Management										
Sub-Department 080 - Building Mgmt- Government Center										
Account 52160 - Repairs and Maint- Equipment										
13967 - GenServe, LLC	0359726-IN	JC DAY TANK LOOSE TERMINAL CONNECTION FIXED WIRING	Paid by EFT # 81424		06/30/2023	07/19/2023	07/19/2023		07/31/2023	727.68
7528 - Hartwig Plumb & Heat Inc dba Hartwig Mechanical	43827	OCH WALL MOUNTED TOILET LEAKING RES 23-15	Paid by EFT # 81441		06/12/2023	07/11/2023	07/11/2023		07/31/2023	550.64
7528 - Hartwig Plumb & Heat Inc dba Hartwig Mechanical	83131	GC spring maintenance agreement RES#23-63	Paid by EFT # 81441		06/23/2023	07/14/2023	07/14/2023		07/31/2023	9,720.00
2803 - Neuco Inc	6921376	CREDIT RETURN MOTOR	Paid by EFT # 81486		07/05/2023	07/18/2023	07/18/2023		07/31/2023	(471.38)
13744 - TEC Distribution LLC dba Temperature Equipment Co.	7744823-00	CAC HVAC MOTOR	Paid by EFT # 81560		07/06/2023	07/12/2023	07/12/2023		07/31/2023	1,490.98
13744 - TEC Distribution LLC dba Temperature Equipment Co.	7714952-00	1240 THERMOSTAT	Paid by EFT # 81560		06/12/2023	07/19/2023	07/19/2023		07/31/2023	39.62
Account 52160 - Repairs and Maint- Equipment Totals									Invoice Transactions 26	\$119,801.01
Account 53060 - General Printing										
1849 - Batavia Instant Print Inc	20230394	CIC 4/5 PARTS PRINTING	Paid by EFT # 81055		07/06/2023	07/07/2023	07/07/2023		07/17/2023	1,520.68
1395 - Cenveo Worldwide Limited	111-526402	CIC ENVELOPES	Paid by EFT # 81073		06/15/2023	07/05/2023	07/05/2023		07/17/2023	528.50
1849 - Batavia Instant Print Inc	20230400	SAO PRINTING	Paid by EFT # 81340		07/07/2023	07/19/2023	07/19/2023		07/31/2023	317.36
Account 53060 - General Printing Totals									Invoice Transactions 3	\$2,366.54
Account 60010 - Operating Supplies										
1044 - City of Geneva	198004210000-723	341339868 757 E FABYAN 004/28-05/31/23	Paid by EFT # 80814		06/15/2023	06/23/2023	06/23/2023		07/03/2023	14.96
3578 - Warehouse Direct, Inc.	5514040-0	MPB SUPPLIES	Paid by EFT # 81596		06/14/2023	07/11/2023	07/11/2023		07/31/2023	204.93
3578 - Warehouse Direct, Inc.	5515675-0	MPB PARTS	Paid by EFT # 81596		06/15/2023	07/11/2023	07/11/2023		07/31/2023	141.96
Account 60010 - Operating Supplies Totals									Invoice Transactions 3	\$361.85
Account 60090 - Utilities- Sewer										
1044 - City of Geneva	198003939000-723	93642390 719 batavia GC04/28-06/01/23	Paid by EFT # 80812		06/15/2023	06/23/2023	06/23/2023		07/03/2023	221.66
1044 - City of Geneva	198003940001-723	325554113 GC 719 BATAVIA 05/01-06/01/23	Paid by EFT # 80813		06/15/2023	06/23/2023	06/23/2023		07/03/2023	134.49
1044 - City of Geneva	198003941000-723	93527782 BLDG B 04/28-06/01/23	Paid by EFT # 80815		06/15/2023	06/23/2023	06/23/2023		07/03/2023	82.07



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Fund 001 - General Fund										
Department 080 - Building Management										
Sub-Department 080 - Building Mgmt- Government Center										
Account 60090 - Utilities- Sewer										
1080 - City of St. Charles	4549374000-0623	210510 37w699 04/24-05/30/23	Paid by EFT # 80819		06/01/2023	06/23/2023	06/23/2023		07/03/2023	190.68
1080 - City of St. Charles	4543404563-0623	010523 540 S RANDAL 04/28-05/31/23	Paid by EFT # 80823		06/01/2023	06/23/2023	06/23/2023		07/03/2023	145.80
1080 - City of St. Charles	4549184420-0623	080716 JAIL 004/27-05/30/23	Paid by EFT # 80820		06/01/2023	06/23/2023	06/23/2023		07/03/2023	9,303.18
1080 - City of St. Charles	454850801-623	930621 37W777 JC 04/27-05/30/23	Paid by EFT # 80821		06/01/2023	06/23/2023	06/23/2023		07/03/2023	4,659.45
1044 - City of Geneva	305000160002-723	341341011 401 campbell 05/15-06/19/2023	Paid by EFT # 81372		06/30/2023	07/11/2023	07/11/2023		07/31/2023	33.47
1044 - City of Geneva	305000221000-723	337598526 427 CAMPBELL 05/15-06/19/23	Paid by EFT # 81377		06/30/2023	07/12/2023	07/12/2023		07/31/2023	44.60
1044 - City of Geneva	305000240000-723	341341013 428 JAMES05/15-06/19/23	Paid by EFT # 81375		06/30/2023	07/12/2023	07/12/2023		07/31/2023	10.17
1044 - City of Geneva	305000460000-723	328545802 OCH 05/16-06/19/23	Paid by EFT # 81376		06/30/2023	07/12/2023	07/12/2023		07/31/2023	132.55
1044 - City of Geneva	198003941000-823	93527782 BLDG B 06/01-07/05/23	Paid by EFT # 81374		07/15/2023	07/20/2023	07/20/2023		07/31/2023	90.21
1044 - City of Geneva	198004210000-823	78056094 757 e fabyan 05/31-06/08/23	Paid by EFT # 81373		07/15/2023	07/20/2023	07/20/2023		07/31/2023	14.96
Account 60090 - Utilities- Sewer Totals									Invoice Transactions 13	\$15,063.29
Account 60100 - Utilities- Water										
1044 - City of Geneva	198003939000-723	93642390 719 batavia GC04/28-06/01/23	Paid by EFT # 80812		06/15/2023	06/23/2023	06/23/2023		07/03/2023	364.87
1044 - City of Geneva	198003940001-723	325554113 GC 719 BATAVIA 05/01-06/01/23	Paid by EFT # 80813		06/15/2023	06/23/2023	06/23/2023		07/03/2023	217.82
1044 - City of Geneva	198003941000-723	93527782 BLDG B 04/28-06/01/23	Paid by EFT # 80815		06/15/2023	06/23/2023	06/23/2023		07/03/2023	147.56
1044 - City of Geneva	198004210000-723	341339868 757 E FABYAN 004/28-05/31/23	Paid by EFT # 80814		06/15/2023	06/23/2023	06/23/2023		07/03/2023	23.01
1080 - City of St. Charles	4549374000-0623	210510 37w699 04/24-05/30/23	Paid by EFT # 80819		06/01/2023	06/23/2023	06/23/2023		07/03/2023	197.34
1080 - City of St. Charles	4543404563-0623	010523 540 S RANDAL 04/28-05/31/23	Paid by EFT # 80823		06/01/2023	06/23/2023	06/23/2023		07/03/2023	132.18
1080 - City of St. Charles	4549184420-0623	080716 JAIL 004/27-05/30/23	Paid by EFT # 80820		06/01/2023	06/23/2023	06/23/2023		07/03/2023	6,978.04
1080 - City of St. Charles	454850801-623	930621 37W777 JC 04/27-05/30/23	Paid by EFT # 80821		06/01/2023	06/23/2023	06/23/2023		07/03/2023	5,582.42



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Fund 001 - General Fund										
Department 080 - Building Management										
Sub-Department 080 - Building Mgmt- Government Center										
Account 60100 - Utilities- Water										
1044 - City of Geneva	305000160002-723	341341011 401 campbell 05/15-06/19/2023	Paid by EFT # 81372		06/30/2023	07/11/2023	07/11/2023		07/31/2023	33.45
1044 - City of Geneva	305000221000-723	337598526 427 CAMPBELL 05/15-06/19/23	Paid by EFT # 81377		06/30/2023	07/12/2023	07/12/2023		07/31/2023	77.08
1044 - City of Geneva	305000240000-723	341341013 428 JAMES05/15-06/19/23	Paid by EFT # 81375		06/30/2023	07/12/2023	07/12/2023		07/31/2023	15.63
1044 - City of Geneva	305000460000-723	328545802 OCH 05/16-06/19/23	Paid by EFT # 81376		06/30/2023	07/12/2023	07/12/2023		07/31/2023	214.55
1044 - City of Geneva	198003941000-823	93527782 BLDG B 06/01-07/05/23	Paid by EFT # 81374		07/15/2023	07/20/2023	07/20/2023		07/31/2023	161.97
1044 - City of Geneva	198004210000-823	78056094 757 e fabyan 05/31-06/08/23	Paid by EFT # 81373		07/15/2023	07/20/2023	07/20/2023		07/31/2023	28.46
Account 60100 - Utilities- Water Totals									Invoice Transactions 14	<u>\$14,174.38</u>
Account 60110 - Printing Supplies										
2400 - Veritiv Operating Company	021-62309323	FUEL CHARGE	Paid by EFT # 81005		06/05/2023	06/22/2023	06/22/2023		07/03/2023	21.00
2400 - Veritiv Operating Company	021-62312408	COPY PAPER	Paid by EFT # 81005		06/08/2023	06/22/2023	06/22/2023		07/03/2023	3,808.00
2400 - Veritiv Operating Company	021-62312418	CIC COPY PAPER	Paid by EFT # 81005		06/08/2023	06/22/2023	06/22/2023		07/03/2023	3,808.00
2400 - Veritiv Operating Company	021-62314028	OCH PAPER	Paid by EFT # 81285		06/09/2023	07/05/2023	07/05/2023		07/17/2023	1,904.00
2400 - Veritiv Operating Company	021-62334948	PAPER FUEL SURCHARGE	Paid by EFT # 81590		07/06/2023	07/19/2023	07/19/2023		07/31/2023	30.00
Account 60110 - Printing Supplies Totals									Invoice Transactions 5	<u>\$9,571.00</u>
Account 60160 - Cleaning Supplies										
1234 - Unique Products & Services Corp	450839	JAIL INMATE SOLUTION	Paid by EFT # 81001		06/07/2023	06/22/2023	06/22/2023		07/03/2023	1,588.00
3578 - Warehouse Direct, Inc.	5510406-0	JAIL CLEANING SUPPLIES	Paid by EFT # 81009		06/08/2023	06/22/2023	06/22/2023		07/03/2023	1,238.44
3578 - Warehouse Direct, Inc.	5511011-0	JC CLEANING SUPPLIES	Paid by EFT # 81009		06/08/2023	06/22/2023	06/22/2023		07/03/2023	1,490.53
3578 - Warehouse Direct, Inc.	5527693-0	MPB JANITOR SUPPLIES	Paid by EFT # 81596		07/07/2023	07/12/2023	07/12/2023		07/31/2023	134.92
3578 - Warehouse Direct, Inc.	5528524-0	KBC PART SUPPLIES	Paid by EFT # 81596		07/10/2023	07/18/2023	07/18/2023		07/31/2023	3,907.55
3578 - Warehouse Direct, Inc.	5529530-0	JJC JANITOR SUPPLIES	Paid by EFT # 81596		07/11/2023	07/18/2023	07/18/2023		07/31/2023	1,856.07
3578 - Warehouse Direct, Inc.	5532025-0	JC CLEANING SUPPLIES	Paid by EFT # 81596		07/13/2023	07/19/2023	07/19/2023		07/31/2023	1,163.91



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Fund 001 - General Fund										
Department 080 - Building Management										
Sub-Department 080 - Building Mgmt- Government Center										
Account 60160 - Cleaning Supplies										
3578 - Warehouse Direct, Inc.	5532388-0	JC BOTTLE,SPRY,W/T,32Z X3,CLR	Paid by EFT # 81596		07/14/2023	07/19/2023	07/19/2023		07/31/2023	25.84
3578 - Warehouse Direct, Inc.	5518115-0	OCH JANITOR SUPPLIES	Paid by EFT # 81596		06/21/2023	07/20/2023	07/20/2023		07/31/2023	1,241.93
3578 - Warehouse Direct, Inc.	5518115-1	OCH TOILET PAPER	Paid by EFT # 81596		06/26/2023	07/20/2023	07/20/2023		07/31/2023	431.52
3578 - Warehouse Direct, Inc.	5524846-0	MPB JANITOR SUPPLIES	Paid by EFT # 81596		06/30/2023	07/20/2023	07/20/2023		07/31/2023	325.23
1234 - Unique Products & Services Corp	452501	JAIL INMATE CLEANER JULY 2023	Paid by EFT # 81583		07/18/2023	07/21/2023	07/21/2023		07/31/2023	2,382.00
3060 - Grainger Inc	9766001920	JAIL VEHICLE LIME REMOVER	Paid by EFT # 81434		07/11/2023	07/21/2023	07/21/2023		07/31/2023	50.60
1390 - Menards, Inc.	10817	jail inmate cleaner	Paid by EFT # 81480		07/14/2023	07/20/2023	07/20/2023		07/31/2023	201.89
Account 60160 - Cleaning Supplies Totals Invoice Transactions 14										\$16,038.43
Account 60210 - Uniform Supplies										
1762 - Discount Uniform Co	1470	60 T SHIRTS BLDG MGMT	Paid by EFT # 80839		05/22/2023	06/14/2023	06/14/2023		07/03/2023	884.00
9178 - Red Wing Shoe Store	20230610110173	110173 bail s, micheal m. work boots	Paid by EFT # 81233		06/10/2023	07/06/2023	07/06/2023		07/17/2023	300.00
1762 - Discount Uniform Co	1474	BLDG MGMT UNIFORMS SHIRTS	Paid by EFT # 81397		06/21/2023	07/20/2023	07/20/2023		07/31/2023	3,657.00
Account 60210 - Uniform Supplies Totals Invoice Transactions 3										\$4,841.00
Account 63000 - Utilities- Natural Gas										
1066 - Constellation NewEnergy-Gas Division, LLC	3783358	BG-164802 05/01-05/31/28	Paid by EFT # 80827		06/23/2023	06/23/2023	06/23/2023		07/03/2023	11,960.28
2253 - Nicor Gas	66664808533-723	2836123 05/12-06/13/23 1240 HIGHLAND	Paid by Check # 381706		06/13/2023	06/23/2023	06/23/2023		07/03/2023	188.07
2253 - Nicor Gas	88751210001-823	4402684 428 JAMES 5/26-06/22/23	Paid by Check # 381787		06/22/2023	07/05/2023	07/05/2023		07/17/2023	54.62
2253 - Nicor Gas	03243210006-723	2986574 1330 05/12-06/13/2023	Paid by Check # 381885		06/13/2023	07/11/2023	07/11/2023		07/31/2023	63.25
2253 - Nicor Gas	94918544068-823	4153357 427 campbell 05/23-06/22/23	Paid by Check # 381884		06/22/2023	07/11/2023	07/11/2023		07/31/2023	69.52
1066 - Constellation NewEnergy-Gas Division, LLC	3796516	BG-164802 ALL BLDG MGMT BLDG JUNE 2023	Paid by EFT # 81384		07/17/2023	07/19/2023	07/19/2023		07/31/2023	9,258.83
Account 63000 - Utilities- Natural Gas Totals Invoice Transactions 6										\$21,594.57



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Fund 001 - General Fund										
Department 080 - Building Management										
Sub-Department 080 - Building Mgmt- Government Center										
Account 63010 - Utilities- Electric										
1044 - City of Geneva	198003939000-723	93642390 719 batavia GC04/28-06/01/23	Paid by EFT # 80812		06/15/2023	06/23/2023	06/23/2023		07/03/2023	32.05
1044 - City of Geneva	198004236000-723	90681198 BOMB SQUAD 05/22-06/01/23	Paid by EFT # 80817		06/15/2023	06/23/2023	06/23/2023		07/03/2023	37.84
1044 - City of Geneva	198003940001-723	325554113 GC 719 BATAVIA 05/01-06/01/23	Paid by EFT # 80813		06/15/2023	06/23/2023	06/23/2023		07/03/2023	14,115.12
1044 - City of Geneva	198004209000-723	329434919 OEM FABYAN 05/01-06/01/23	Paid by EFT # 80816		06/15/2023	06/23/2023	06/23/2023		07/03/2023	35.27
1044 - City of Geneva	198004210000-723	341339868 757 E FABYAN 004/28-05/31/23	Paid by EFT # 80814		06/15/2023	06/23/2023	06/23/2023		07/03/2023	152.46
1080 - City of St. Charles	4543404563-0623	010523 540 S RANDAL 04/28-05/31/23	Paid by EFT # 80823		06/01/2023	06/23/2023	06/23/2023		07/03/2023	62.55
1080 - City of St. Charles	4549045330-623	030418 540 S RANDALL 04/28-05/31/23	Paid by EFT # 80822		06/01/2023	06/23/2023	06/23/2023		07/03/2023	9,767.26
1054 - ComEd	0394081086-623	230076350 JJC NEW 03/27-04/28/23	Paid by Check # 381678		05/24/2023	06/21/2023	06/21/2023		07/03/2023	5,793.71
1054 - ComEd	0394081086-723	230076350 JJC 04/28-05/24/23	Paid by Check # 381677		06/02/2023	06/22/2023	06/22/2023		07/03/2023	5,932.79
1054 - ComEd	6856203011-823	230046589 37w699 MPB 05/24-06/24/23	Paid by Check # 381759		06/26/2023	07/05/2023	07/05/2023		07/17/2023	4,144.21
1054 - ComEd	0394081086-0723B	230076350 JJC 05/24-06/27/23	Paid by Check # 381853		06/28/2023	07/12/2023	07/12/2023		07/31/2023	9,614.88
10981 - Constellation NewEnergy Inc.	65530229901	7298774-52715 1240 05/08-06/07/23	Paid by EFT # 81382		06/28/2023	07/12/2023	07/12/2023		07/31/2023	2,185.60
10981 - Constellation NewEnergy Inc.	65797234501	7298774-28 8087485021 06/07*07/07/23 1240 STE 11	Paid by EFT # 81382		07/10/2023	07/20/2023	07/20/2023		07/31/2023	141.23
10981 - Constellation NewEnergy Inc.	65797234201	7298774-27 8087484015 1240 ste 6 06/07-07/07/23	Paid by EFT # 81382		07/10/2023	07/20/2023	07/20/2023		07/31/2023	172.02
10981 - Constellation NewEnergy Inc.	65797232701	7298774-26 1240 2nw 8087480026 06/07-07/07/23	Paid by EFT # 81382		07/10/2023	07/20/2023	07/20/2023		07/31/2023	42.68
10981 - Constellation NewEnergy Inc.	65797237001	7298774-29 STE 22 10223999 06/07*07/07/23	Paid by EFT # 81382		07/10/2023	07/20/2023	07/20/2023		07/31/2023	46.77



Administration Accounts Payable by GL Distribution

Payment Date Range 07/01/23 - 07/31/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 001 - General Fund										
Department 080 - Building Management										
Sub-Department 080 - Building Mgmt- Government Center										
Account 63010 - Utilities- Electric										
1044 - City of Geneva	305000160002-723	341341011 401 campbell 05/15-06/19/2023	Paid by EFT # 81372		06/30/2023	07/11/2023	07/11/2023		07/31/2023	167.30
1044 - City of Geneva	305000221000-723	337598526 427 CAMPBELL 05/15-06/19/23	Paid by EFT # 81377		06/30/2023	07/12/2023	07/12/2023		07/31/2023	711.49
1044 - City of Geneva	305000240000-723	341341013 428 JAMES05/15-06/19/23	Paid by EFT # 81375		06/30/2023	07/12/2023	07/12/2023		07/31/2023	111.05
1044 - City of Geneva	305000460000-723	328545802 OCH 05/16-06/19/23	Paid by EFT # 81376		06/30/2023	07/12/2023	07/12/2023		07/31/2023	5,788.67
Account 63010 - Utilities- Electric Totals							Invoice Transactions 20			\$59,054.95
Sub-Department 080 - Building Mgmt- Government Center Totals							Invoice Transactions 335			\$567,688.39
Sub-Department 088 - Bldg Mgmt- ROE Office & Supplies										
Account 52110 - Repairs and Maint- Buildings										
10211 - Batavia Enterprises, Inc	AUGUST 2023 ROE	ROE LEASE AUGUST 2023	Paid by EFT # 81339		08/01/2023	07/13/2023	07/13/2023		07/31/2023	13,685.68
Account 52110 - Repairs and Maint- Buildings Totals							Invoice Transactions 1			\$13,685.68
Sub-Department 088 - Bldg Mgmt- ROE Office & Supplies Totals							Invoice Transactions 1			\$13,685.68
Department 080 - Building Management Totals							Invoice Transactions 336			\$581,374.07
Fund 001 - General Fund Totals							Invoice Transactions 363			\$599,543.42
Fund 101 - Geographic Information Systems										
Department 060 - Information Technologies										
Sub-Department 070 - Geographic Information Systems										
Account 50150 - Contractual/Consulting Services										
12646 - Bradford Townsend	GISHRS_2023	Professional Services for GIS - HR Compensation Study	Paid by EFT # 81573		07/13/2023	07/19/2023	07/19/2023	06/27/2023	07/31/2023	6,020.00
Account 50150 - Contractual/Consulting Services Totals							Invoice Transactions 1			\$6,020.00
Account 52130 - Repairs and Maint- Computers										
10149 - Experian Marketing Solutions, LLC	398052	Invoice 398052 - Quote #47231479-QAS SW Renewal 7/1/23 - 6/31/24	Paid by EFT # 81116		07/01/2023	07/07/2023	07/07/2023		07/17/2023	6,709.80
8131 - Carahsoft Technology Corporation	IN1438170	Invoice IN1438170 GIS - Bentley Renewal - 9/1/23-8/31/24	Paid by EFT # 81361		07/13/2023	07/19/2023	07/19/2023		07/31/2023	3,594.00
Account 52130 - Repairs and Maint- Computers Totals							Invoice Transactions 2			\$10,303.80



Administration Accounts Payable by GL Distribution

Payment Date Range 07/01/23 - 07/31/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - Geographic Information Systems										
Department 060 - Information Technologies										
Sub-Department 070 - Geographic Information Systems										
Account 60000 - Office Supplies										
12287 - Century Springs/Ove Water Services	2105107	Invoice 2105107 - Water, Delivery (June 2023) - Rent (July 2023)	Paid by EFT # 81072		06/30/2023	07/07/2023	07/07/2023		07/17/2023	24.15
Account 60000 - Office Supplies Totals								Invoice Transactions 1		\$24.15
Account 60050 - Books and Subscriptions										
4526 - Fifth Third Bank	8811-TN-05/23	Mastercard 05/05/2023 to 06/05/2023 TSN 8811	Paid by EFT # 80853		06/05/2023	06/20/2023	06/20/2023		07/03/2023	799.00
4526 - Fifth Third Bank	8811-TN-06/23	Mastercard 6/6/23 to 7/4/23 TSN 8811	Paid by EFT # 81414		07/04/2023	07/19/2023	07/19/2023		07/31/2023	179.00
Account 60050 - Books and Subscriptions Totals								Invoice Transactions 2		\$978.00
Account 70050 - Printers										
1420 - ARC Document Solutions LLC dba ARC Imaging Resourc	939871	Invoice 939871 - DEV- HP T1700PS 44" Printer - Quote 04/26/2023	Paid by Check # 381727		06/30/2023	07/07/2023	07/07/2023		07/17/2023	6,704.00
Account 70050 - Printers Totals								Invoice Transactions 1		\$6,704.00
Sub-Department 070 - Geographic Information Systems Totals								Invoice Transactions 7		\$24,029.95
Department 060 - Information Technologies Totals								Invoice Transactions 7		\$24,029.95
Fund 101 - Geographic Information Systems Totals								Invoice Transactions 7		\$24,029.95
Fund 385 - IL Counties Information Mgmt										
Account 10000 - Cash and Investments										
4526 - Fifth Third Bank	0758-CL-05/23	Lasky MasterCard 05/05/2023-06/05/2023	Paid by EFT # 80853		06/05/2023	06/09/2023	07/03/2023		07/03/2023	(450.88)
4526 - Fifth Third Bank	0758-CL-06/23	Lasky MasterCard 06/06/2023-07/04/2023	Paid by EFT # 81414		07/04/2023	07/14/2023	07/31/2023		07/31/2023	(24.00)
Account 10000 - Cash and Investments Totals								Invoice Transactions 2		(\$474.88)
Account 20000 - Accounts Payable										
4526 - Fifth Third Bank	0758-CL-05/23	Lasky MasterCard 05/05/2023-06/05/2023	Paid by EFT # 80853		06/05/2023	06/09/2023	06/09/2023		07/03/2023	(450.88)
4526 - Fifth Third Bank	0758-CL-05/23	Lasky MasterCard 05/05/2023-06/05/2023	Paid by EFT # 80853		06/05/2023	06/09/2023	07/03/2023		07/03/2023	450.88
4526 - Fifth Third Bank	0758-CL-06/23	Lasky MasterCard 06/06/2023-07/04/2023	Paid by EFT # 81414		07/04/2023	07/14/2023	07/14/2023		07/31/2023	(24.00)



Administration Accounts Payable by GL Distribution

Payment Date Range 07/01/23 - 07/31/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 385 - IL Counties Information Mgmt										
Account 20000 - Accounts Payable										
4526 - Fifth Third Bank	0758-CL-06/23	Lasky MasterCard 06/06/2023- 07/04/2023	Paid by EFT # 81414		07/04/2023	07/14/2023	07/31/2023		07/31/2023	24.00
Account 20000 - Accounts Payable Totals								Invoice Transactions 4		<u>\$0.00</u>
Department 060 - Information Technologies										
Sub-Department 336 - IL Counties Information Mgmt										
Account 53100 - Conferences and Meetings										
4526 - Fifth Third Bank	0758-CL-05/23	Lasky MasterCard 05/05/2023- 06/05/2023	Paid by EFT # 80853		06/05/2023	06/09/2023	06/09/2023		07/03/2023	450.88
4526 - Fifth Third Bank	0758-CL-06/23	Lasky MasterCard 06/06/2023- 07/04/2023	Paid by EFT # 81414		07/04/2023	07/14/2023	07/14/2023		07/31/2023	24.00
Account 53100 - Conferences and Meetings Totals								Invoice Transactions 2		<u>\$474.88</u>
Sub-Department 336 - IL Counties Information Mgmt Totals								Invoice Transactions 2		<u>\$474.88</u>
Department 060 - Information Technologies Totals								Invoice Transactions 2		<u>\$474.88</u>
Fund 385 - IL Counties Information Mgmt Totals								Invoice Transactions 8		<u>\$0.00</u>
Fund 390 - Web Technical Services										
Department 060 - Information Technologies										
Sub-Department 337 - Web Technical Services										
Account 50150 - Contractual/Consulting Services										
4526 - Fifth Third Bank	7322-RF-05/23	Fahnestock MasterCard 05/05/2023- 06/05/2023	Paid by EFT # 80853		06/05/2023	06/09/2023	06/09/2023		07/03/2023	3.00
4526 - Fifth Third Bank	0689-JZ-05/23	Zakosek MasterCard 05/05/2023- 06/05/2023	Paid by EFT # 80853		06/05/2023	06/09/2023	06/09/2023		07/03/2023	110.85
4526 - Fifth Third Bank	0689-JZ-06/23	Zakosek MasterCard 06/06/2023- 07/04/2023	Paid by EFT # 81414		07/04/2023	07/17/2023	07/17/2023		07/31/2023	203.85
4778 - Fox Valley United Way	211-2023-2	Kane 211	Paid by EFT # 81420		06/05/2023	07/21/2023	07/21/2023		07/31/2023	30,000.00
Account 50150 - Contractual/Consulting Services Totals								Invoice Transactions 4		<u>\$30,317.70</u>
Account 50340 - Software Licensing Cost										
4526 - Fifth Third Bank	0758-CL-06/23	Lasky MasterCard 06/06/2023- 07/04/2023	Paid by EFT # 81414		07/04/2023	07/14/2023	07/14/2023		07/31/2023	4,777.45



Administration Accounts Payable by GL Distribution

Payment Date Range 07/01/23 - 07/31/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 390 - Web Technical Services										
Department 060 - Information Technologies										
Sub-Department 337 - Web Technical Services										
Account 50340 - Software Licensing Cost										
3186 - Insight Public Sector Inc	1101073112	INV#1101073112 SolarWinds Renewal	Paid by EFT # 81454		07/16/2023	07/18/2023	07/18/2023		07/31/2023	30,898.00
Account 50340 - Software Licensing Cost Totals										Invoice Transactions 2
										<u>\$35,675.45</u>
Account 52130 - Repairs and Maint- Computers										
4526 - Fifth Third Bank	0689-JZ-05/23	Zakosek MasterCard 05/05/2023- 06/05/2023	Paid by EFT # 80853		06/05/2023	06/09/2023	06/09/2023		07/03/2023	335.50
4526 - Fifth Third Bank	0689-JZ-06/23	Zakosek MasterCard 06/06/2023- 07/04/2023	Paid by EFT # 81414		07/04/2023	07/17/2023	07/17/2023		07/31/2023	2,594.12
Account 52130 - Repairs and Maint- Computers Totals										Invoice Transactions 2
										<u>\$2,929.62</u>
Sub-Department 337 - Web Technical Services Totals										Invoice Transactions 8
										<u>\$68,922.77</u>
Department 060 - Information Technologies Totals										Invoice Transactions 8
										<u>\$68,922.77</u>
Fund 390 - Web Technical Services Totals										Invoice Transactions 8
										<u>\$68,922.77</u>
Fund 520 - Mill Creek Special Service Area										
Department 690 - Development										
Sub-Department 730 - Mill Creek Special Service Area										
Account 52020 - Repairs and Maintenance- Roads										
10803 - DNM Sealcoating, Inc	19820	INV#19820 Asphalt Removal and Install	Paid by EFT # 80840		06/19/2023	06/21/2023	06/21/2023		07/03/2023	4,830.00
Account 52020 - Repairs and Maintenance- Roads Totals										Invoice Transactions 1
										<u>\$4,830.00</u>
Account 52120 - Repairs and Maint- Grounds										
4526 - Fifth Third Bank	1495-WM-05/23	Meyer MasterCard 05/05/2023- 06/05/2023	Paid by EFT # 80853		06/05/2023	06/08/2023	06/08/2023		07/03/2023	95.80
8523 - Cornerstone Partners Horticultural Services Co.	CP31454	INV#CP31454 2022 Season Landscaping work Mill Creek SSA	Paid by EFT # 80831		06/16/2023	06/16/2023	06/16/2023		07/03/2023	7,632.25
8523 - Cornerstone Partners Horticultural Services Co.	CP31455	INV#CP31455 2022 Season Landscaping work Mill Creek SSA	Paid by EFT # 80831		06/16/2023	06/20/2023	06/20/2023		07/03/2023	11,329.04
8523 - Cornerstone Partners Horticultural Services Co.	CP30682	INV#CP30682 2022 Season Landscaping work Mill Creek SSA	Paid by EFT # 81091		06/30/2023	06/27/2023	06/27/2023		07/17/2023	6,303.00
8523 - Cornerstone Partners Horticultural Services Co.	CP30689	INV#CP30689 2022 Season Landscaping work Mill Creek SSA	Paid by EFT # 81091		06/30/2023	07/03/2023	07/03/2023		07/17/2023	5,023.00



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Payment Date Range 07/01/23 - 07/31/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 520 - Mill Creek Special Service Area										
Department 690 - Development										
Sub-Department 730 - Mill Creek Special Service Area										
Account 52120 - Repairs and Maint- Grounds										
8523 - Cornerstone Partners Horticultural Services Co.	CP31622	INV#CP31622 2022 Season Landscaping work Mill Creek SSA	Paid by EFT # 81091		06/30/2023	07/06/2023	07/06/2023		07/17/2023	1,970.64
8523 - Cornerstone Partners Horticultural Services Co.	CP31623	INV# CP31623 2022 Season Landscaping work Mill Creek SSA	Paid by EFT # 81091		06/30/2023	07/06/2023	07/06/2023		07/17/2023	779.68
13812 - Outdoor Home Svc. Hold., LLC dba TruGreen & Action	178924421	Fertilization/Weed Control Services	Paid by EFT # 81207		06/30/2023	07/06/2023	07/06/2023		07/17/2023	6,525.00
12859 - Ratliff Landscaping Inc	5445	INV#5445 Wetland Mowing at Mill Creek	Paid by EFT # 81231		06/19/2023	06/29/2023	06/29/2023		07/17/2023	5,000.00
4526 - Fifth Third Bank	1495-WM-06/23	Meyer MasterCard 06/06/2023-07/04/2023	Paid by EFT # 81414		07/04/2023	07/11/2023	07/11/2023		07/31/2023	17.48
12644 - Henry Tree Company	2663	INV#2663 Tree Pruning Mill Creek	Paid by EFT # 81446		05/17/2023	07/21/2023	07/21/2023		07/31/2023	12,000.00
8523 - Cornerstone Partners Horticultural Services Co.	CP31602	INV#CP31602 2022 Season Landscaping work Mill Creek SSA	Paid by EFT # 81386		06/30/2023	07/11/2023	07/11/2023		07/31/2023	14,493.66
8523 - Cornerstone Partners Horticultural Services Co.	CP31603	INV#CP31603 2022 Season Landscaping work Mill Creek SSA	Paid by EFT # 81386		06/30/2023	07/11/2023	07/11/2023		07/31/2023	5,934.00
Account 52120 - Repairs and Maint- Grounds Totals									Invoice Transactions 13	\$77,103.55
Account 52180 - Building Space Rental										
9183 - Tri City Land Management Co., LLC	4490-411 7/23	Mill Creek Office Rent	Paid by EFT # 81273		07/01/2023	06/27/2023	06/27/2023		07/17/2023	1,069.54
Account 52180 - Building Space Rental Totals									Invoice Transactions 1	\$1,069.54
Account 52230 - Repairs and Maint- Vehicles										
4526 - Fifth Third Bank	1495-WM-05/23	Meyer MasterCard 05/05/2023-06/05/2023	Paid by EFT # 80853		06/05/2023	06/08/2023	06/08/2023		07/03/2023	25.40
Account 52230 - Repairs and Maint- Vehicles Totals									Invoice Transactions 1	\$25.40
Account 52250 - Intersect Lighting Services										
10562 - Kellenberger Electric, Inc.	30948-01	Electrician Labor	Paid by EFT # 80901		05/18/2023	06/13/2023	06/13/2023		07/03/2023	487.00
Account 52250 - Intersect Lighting Services Totals									Invoice Transactions 1	\$487.00
Account 60000 - Office Supplies										
4526 - Fifth Third Bank	1495-WM-05/23	Meyer MasterCard 05/05/2023-06/05/2023	Paid by EFT # 80853		06/05/2023	06/08/2023	06/08/2023		07/03/2023	64.94
3186 - Insight Public Sector Inc	1101062939	INV#1101062939 Mill Creek Office Equipment	Paid by EFT # 80885		06/14/2023	06/20/2023	06/20/2023		07/03/2023	818.96



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 520 - Mill Creek Special Service Area										
Department 690 - Development										
Sub-Department 730 - Mill Creek Special Service Area										
Account 60000 - Office Supplies										
3186 - Insight Public Sector Inc	1101070407	INV#1101070407 Mill Creek Office Equipment	Paid by EFT # 81454		07/06/2023	07/10/2023	07/10/2023		07/31/2023	584.00
4526 - Fifth Third Bank	1495-WM-06/23	Meyer MasterCard 06/06/2023-07/04/2023	Paid by EFT # 81414		07/04/2023	07/11/2023	07/11/2023		07/31/2023	27.97
Account 60000 - Office Supplies Totals									Invoice Transactions 4	\$1,495.87
Account 60010 - Operating Supplies										
1390 - Menards, Inc.	07689	Mill Creek Menards Charge	Paid by EFT # 80922		05/30/2023	06/14/2023	06/14/2023		07/03/2023	108.41
Account 60010 - Operating Supplies Totals									Invoice Transactions 1	\$108.41
Account 63020 - Utilities- Intersect Lighting										
1054 - ComEd	0371017042	Mill Creek ComEd Bill 623	Paid by Check # 381665		06/08/2023	06/12/2023	06/12/2023		07/03/2023	25.63
1054 - ComEd	6148132018	Mill Creek ComEd Bill 623	Paid by Check # 381665		06/02/2023	06/15/2023	06/15/2023		07/03/2023	104.65
1054 - ComEd	8676003015	Mill Creek ComEd Bill 6/23	Paid by Check # 381745		06/26/2023	06/29/2023	06/29/2023		07/17/2023	287.85
1054 - ComEd	0463054408	Mill Creek ComEd Bill 623	Paid by Check # 381744		06/29/2023	07/03/2023	07/03/2023		07/17/2023	306.57
2253 - Nicor Gas	39058116755	Mill Creek Nicor Bill 623	Paid by Check # 381786		06/20/2023	06/28/2023	06/28/2023		07/17/2023	50.66
1054 - ComEd	6148132018	Mill Creek ComEd Bill 723	Paid by Check # 381841		07/03/2023	07/11/2023	07/11/2023		07/31/2023	90.76
1054 - ComEd	0371017042	Mill Creek ComEd Bill 723	Paid by Check # 381841		07/10/2023	07/13/2023	07/13/2023		07/31/2023	25.60
Account 63020 - Utilities- Intersect Lighting Totals									Invoice Transactions 7	\$891.72
Sub-Department 730 - Mill Creek Special Service Area Totals									Invoice Transactions 29	\$86,011.49
Department 690 - Development Totals									Invoice Transactions 29	\$86,011.49
Fund 520 - Mill Creek Special Service Area Totals									Invoice Transactions 29	\$86,011.49
Grand Totals									Invoice Transactions 415	\$778,507.63

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-23-1073

AUTHORIZING A CONTRACT FOR KANE COUNTY CONCRETE SERVICES

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

WHEREAS, the contract covers Concrete Services on a project by project basis at Kane County Government facilities, and Building Management anticipates services needs up to Two Hundred Thousand Dollars (\$200,000) per fiscal year; and

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

WHEREAS, M/M Peters Construction, Inc. will be used on a project by project basis, at the per hour rates cited in their contract; and

WHEREAS, this will be a two (2) 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 FY2023 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 M/M Peters Construction Inc. 178 S. Western Avenue, Aurora, IL 60506 for Concrete Services on a 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: 001.080.080.52110, 500.800.805.72010, various

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

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

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

If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on September 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:



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Authorizing a Contract for Kane County Concrete Services

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

Contact: Henry Thompson, 630.762.2174

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$200,000
If not budgeted, explain funding source:	

Summary:

Authorizing a contract with M/M Peters Construction Inc. of Aurora, IL for Concrete Services on a project by project basis for an approved two (2) year term in an amount not to exceed \$200,000 per fiscal year.

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: **23-041 – Concrete Services Project**

DATE: **June 26, 2023**

The County of Kane is accepting bids from experienced and qualified vendors for an on-call concrete contractor to help with concrete jobs that includes but is not limited to, leveling by cutting or grinding existing concrete; saw-cutting, removal and disposal of existing concrete; site preparation: installation of new concrete for sidewalks, stairs, loading docks, retaining walls, ADA ramps including pouring, consolidating, finishing, curing, applying protective coat, sidewalk; contraction and expansion joints; reinforcing bars; and restoration of adjacent disturbed areas.

The contractor shall be available within one (1) week to meet with the County personnel at the site of the project. Commencement of the Project will be dependent on the urgency of the project.

This is a prevailing wage bid.

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 10, 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 3, 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.** Electronic 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 will not be accepted. 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 (NON-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.

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**.

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.

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 Concrete Services Project

OVERVIEW:

The County of Kane is accepting bids from experienced and qualified vendors for an on-call concrete contractor to help with concrete jobs that includes but is not limited to, leveling by cutting or grinding existing concrete; saw-cutting, removal and disposal of existing concrete; site preparation: installation of new concrete for sidewalks, stairs, loading docks, retaining walls, ADA ramps including pouring, consolidating, finishing, curing, applying protective coat, sidewalk; contraction and expansion joints; reinforcing bars; and restoration of adjacent disturbed areas.

Project Background

Kane County is seeking an on-call concrete contractor to help with concrete jobs on County owned property that includes but is not limited to, leveling by cutting or grinding existing concrete saw-cutting, removal and disposal of existing concrete; site preparation: installation of new concrete for sidewalks, stairs, loading docks, retaining walls, ADA ramps including pouring, consolidating, finishing, curing, applying protective coat, sidewalk; contraction and expansion joints; reinforcing bars; and restoration of adjacent disturbed areas.

A. Guidelines for "Project Scheduled Work:

1. The County determines a need and notifies the Contractor that a Project is required.
2. The Contractor shall be available within one (1) week to meet with County personnel at the site of the project.
3. The Contractor shall provide an estimate based off bid units necessary to complete the project.
4. The County will issue a Purchase Order number for the project.
5. Upon issuance of the purchase order the Contractor shall proceed with the project in accordance with the agreed timeline. County personnel will provide inspection of the work.
6. At the completion of the Project, the contractor shall provide a detailed invoice for the units that were involved. The County will determine the quantities for payment and justifications if deviations from the estimates occurred.

- B. Contractor shall be responsible for any damages occurred to utilities.
- C. Contractor shall be responsible for protection of work zone areas.
- D. Contractor shall be responsible for locating and verifying other utilities parallel or perpendicular to excavations for both location and depth.
- E. Contractor will be responsible for excavations, protections of excavations, and initial restorations of excavations.
- F. Contractor shall be responsible for haul off of excess excavation materials.
- G. Contractor must be licensed as a contractor in the State of Illinois.
- H. Contractor will be responsible for final topsoil replacement or seeding of disturbed areas and street or sidewalk materials and placement.
- I. The Contractor must provide all necessary safety equipment to comply with OSHA regulations relative to the safety equipment provision, oversight, use and application. The Contractor shall hold the County, and its representative harmless in the event of a safety violation during the execution of work resulting in an injury or damage to property.
- J. Prices shall be considered for both new and replacement scopes of work.
- K. Price shall include compaction as required.
- L. Price shall include aggregate as required.
- M. Concrete additives and/or cold weather protection will be considered on a project by project basis between Contractor and the County's staff coordinator for the project.
- N. Reinforcement required will be considered on a project by project basis between Contractor and Project Coordinator.

AWARD:

It is the intention of Kane County to make a single award to the lowest responsive and responsible bidder meeting specifications.

**KANE COUNTY
OFFER TO CONTRACT FORM
BID 23-041
Concrete Services Project**

Bid Due Date & Time: July 10, 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. BASE BID:

Description	Minimum units required for no mobilization fee	Unit	Bid Price Small 1SF - 375SF	Bid Price Medium 376SF - 1,750SF	Bid Price Large 1,751SF & Larger		Annual %increase (if any)
Leveling by cutting or grinding existing five (5) foot by four (4) foot sidewalk square including material, labor and equipment.		Sq. ft.					
Saw-cut and remove up to 12", & replace concrete (4500 psi with fiber and sealer in mix)		Sq. ft.					
Replacement of sidewalk squares including, material, labor and equipment as per specification. (Approximate sidewalk square is five (5) foot by four (4) foot - total 20 square feet). (4500 psi with fiber and sealer in mix)		Sq. ft.					

Total cost for curb replacement per linear foot including material, labor and equipment (4500 psi with fiber and sealer in mix).		Sq. ft.					
Total square footage cost for commercial driveway replacement (8" thickness with wire mesh and 4500 psi with fiber and sealer in mix)		Sq. ft.					
Saw cut up to 12" concrete		Linear ft.					
Concrete panel (4500 psi with fiber and sealer in mix)		Sq. yard					
36" drilled caissons (4500 psi with fiber and sealer in mix)		Linear ft.					

Mobilization fee when minimums aren't met (lump sum): -

**KANE COUNTY
OFFER TO CONTRACT FORM
BID 22-038
Wall Finishing and Painting Services**

Bid Due Date & Time: June 9, 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.

C. *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.*

D. For purposes of this offer, the terms Offeror, Bidder, Contractor, and Vendor are used interchangeably.

III. In submitting this Offer, the Vendor acknowledges:

D. 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.)

E. 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.

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

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 Concrete Services Project.

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 **23-041**. 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.

- | | |
|---|--|
| <input type="checkbox"/> Minority-owned Business (MBE) | <input type="checkbox"/> Veteran-owned Business Enterprise (VBE) |
| <input type="checkbox"/> Woman-owned Business (WBE) | <input type="checkbox"/> Service-Disabled Veteran-owned Business Enterprise (SDVBE) |
| <input type="checkbox"/> Business Enterprise Program (BEP) | <input type="checkbox"/> Veteran-owned Small Business (VOSB) |
| <input type="checkbox"/> Small Disadvantaged Business (SDB) | <input type="checkbox"/> Persons with Disabilities-owned Business Enterprises (PDBE) |
| <input type="checkbox"/> Kane County Local Business | <input type="checkbox"/> 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 _____

REFERENCES
CONCRETE SERVICES PROJECT
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 # _____

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

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

SUBMITTAL 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 10, 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)

NO-BID/RFP/RFQ RESPONSE

IFB 23-041

Concrete Services Project

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

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

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



July 11, 2023

PROCUREMENT SYNOPSIS

Requesting Department: Building Management Department
Procurement Name: Bid 23-041 Concrete Services Project
Recommended Vendors: M/M Peters' Construction, Inc.

NOTIFICATION AND RESPONSE

Public Notices: Bidnet Direct and The Daily Herald

Advertising Date:	June 26, 2023	Notices sent/Plan Holders: 15/4
Proposal Due Date:	July 14, 2023	Proposals Received: 1

PURPOSE

This contract will provide on-call concrete contracting services for Kane County facilities and campuses.

Vendor	Description	Minimum units required for no mobilization fee	Unit	Bid Price Small 1SF - 375SF	Bid Price Medium 376SF - 1,750SF	Bid Price Large 1,751SF & Larger	Annual %increase (if any)
M/M Peters Construction, Inc.	Leveling by cutting or grinding existing five (5) foot by four (4) foot sidewalk square	375	Sq. ft.	\$9.33	\$7.73	\$7.73	12%
	Saw-cut and remove up to 12", & replace concrete (4500 psi with fiber and sealer in mix)	375	Sq. ft.	\$26.96	\$24.96	\$24.50	12%
	Replacement of sidewalk squares including, material, labor and equipment as per specification.	375	Sq. ft.	\$14.90	\$13.50	\$12.50	12%
	Total cost for curb replacement per linear foot including material, labor and equipment	10	Lin Sq. ft.	\$33.95	\$32.95	\$31.15	12%
	Total square footage cost for commercial driveway replacement	10	Lin. Sq. ft.	\$23.98	\$23.75	\$20.28	12%
	Saw cut up to 12" concrete	\$7.00	Linear ft.				
	Concrete panel (4500 psi with fiber and sealer in mix)	\$268.92	Sq. yard	\$268.92			12%
	36" drilled caissons (4500 psi with fiber and sealer in mix)	\$3,200.00	Linear ft.				

Mobilization fee when minimums aren't met (lump sum):

\$3,200

Staff has reviewed all bids and determined that M/M Peters' Construction, Inc. will provide these services at the highest quality and value.

As stated in the solicitation document, the term of this agreement is (2) years, with two (2) one-year optional renewal periods if mutually agreed upon.

The Building Management Department recommends awarding the Kane County Concrete Services Project contract to M/M Peters' Construction Inc. pending approval by Committee and County Board.

Submitted By:

Tony Sperkowski

Tony Sperkowski

Buyer II

**KANE COUNTY
OFFER TO CONTRACT FORM
BID 23-041
Concrete Services Project**

Bid Due Date & Time: July 10, 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: M/M PETERS CONSTRUCTION, 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.*
 - 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.

BASE BID:

Description	Minimum units required for no mobilization fee	Unit	Bid Price Small 1SF - 375SF	Bid Price Medium 376SF - 1,750SF	Bid Price Large 1,751SF & Larger	Annual %increase (if any)
Leveling by cutting or grinding existing five (5) foot by four (4) foot sidewalk square including material, labor and equipment.	375	Sq. ft.	\$9.33	\$7.13	\$7.13	12%
Saw-cut and remove up to 12", & replace concrete (4500 psi with fiber and sealer in mix)	375	Sq. ft.	\$26.96	\$24.96	\$24.50	12%
Replacement of sidewalk squares including, material, labor and equipment as per specification. (Approximate sidewalk square is five (5) foot by four (4) foot - total 20 square feet). (4500 psi with fiber and sealer in mix)	375	Sq. ft.	\$14.90	\$13.50	\$12.50	12%

Total cost for curb replacement per linear foot including material, labor and equipment (4500 psi with fiber and sealer in mix).	10 LF	Sq. ft. (LF)	\$33.95	\$32.95	\$31.15	12%
Total square footage cost for commercial driveway replacement (8" thickness with wire mesh and 4500 psi with fiber and sealer in mix)	375	Sq. ft.	\$23.98	\$23.75	\$20.28	12%
Saw cut up to 12" concrete	\$7.00	Linear ft.				
Concrete panel (4500 psi with fiber and sealer in mix)	\$268.92	Sq. yard				12%
36" drilled caissons (4500 psi with fiber and sealer in mix)	\$162.00	Linear ft.				

Mobilization fee when minimums aren't met (lump sum):

\$3,200.00

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 Raechel Peters Typed Signature RAEHEL PETERS
Company M/M PETERS CONSTRUCTION, INC.
Address/City/State 178 S. WESTERN AVE., AURORA, IL 60506
Phone # 630-742-4729 Fax # 630-896-2969 E-mail mmpetersconstruction@yahoo.com
Federal I.D./Social Security # 36-4164627 Date 7.10.2023

ACCEPTANCE

The Offer is hereby accepted for the described Concrete Services Project.

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 **23-041**. 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

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 RAEHEL PETERS

Signature Raechel Peters

Company M/M PETERS CONSTRUCTION, INC.

Address 178 S. WESTERN AVE., AURORA, IL 60506

Phone# 630.742.4729 Fax # 630.896.2969

Federal I.D./Social Security# 46-4164627 Date 6.6.2023
3

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.

- | | |
|---|--|
| <input type="checkbox"/> Minority-owned Business (MBE) | <input type="checkbox"/> Veteran-owned Business Enterprise (VBE) |
| <input checked="" type="checkbox"/> Woman-owned Business (WBE) DBE | <input type="checkbox"/> Service-Disabled Veteran-owned Business Enterprise (SDVBE) |
| <input type="checkbox"/> Business Enterprise Program (BEP) | <input type="checkbox"/> Veteran-owned Small Business (VOSB) |
| <input type="checkbox"/> Small Disadvantaged Business (SDB) | <input type="checkbox"/> Persons with Disabilities-owned Business Enterprises (PDBE) |
| <input type="checkbox"/> Kane County Local Business | <input type="checkbox"/> N/A – These categories do not apply to my business |

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

REFERENCES
CONCRETE SERVICES PROJECT
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: M/M PETERS CONSTRUCTION, INC.

1. Organization: CITY OF AURORA IL
Address: 77 S BROADWAY
City, State, Zip Code: AURORA, IL 60506
Telephone Number: 727-612-5664
Contact Person: IAN WADE
Description of Project: SIDEWALKS / VAULTS
DRIVEWAYS Date of Project 20+ YEARS
E-mail Address: wadei@aurora.il.us
2. Organization: IL TOLLWAY AUTHORITY / P.M.: W.E. O'NEIL CONST.
Address: 1245 W. WASHINGTON BLVD
City, State, Zip Code: CHICAGO, IL 60607
Telephone Number: 773.842.9823
Contact Person: SHAWN MCARDLE
Description of Project: M-8 CONCRETE SITE
FOUNDATION WORK Date of Project 2021-2022
E-Mail Address: SMCARDLE@WEONEIL.COM
3. Organization: IL TOLLWAY P.M. GEORGE SOLLITT CONST.
Address: 790 N. CENTRAL AVE.
City, State, Zip Code: WOOD DALE, IL 60191
Telephone Number: 630.673.2139
Contact Person: ANDREW DIDIER
Description of Project: M-16 FOUNDATION
SITEWORK Date of Project 2021-2022
E-Mail Address: ADIDIER@SOLLITT.COM
4. Organization: ST. CHARLES PARK DISTRICT
Address: 8 NORTH AVE.
City, State, Zip Code: ST. CHARLES, IL 60174
Telephone Number: 630.864.7923
Contact Person: LAURA RUDOW
Description of Project: 2 PLAYGROUNDS ^{COMPLETE} Date of Project 2023
E-Mail Address: LRUDOW@STCPARKS.ORG

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: M/M PETERS' CONSTRUCTION, INC.

Address/City/State: 178 S WESTERN AVE AURORA IL 60306

Phone # 630.742.4729 Fax # 630.896.2969

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

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

SUBMITTAL 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 10, 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)



Liberty Mutual Surety
Attention: LMS Claims
P.O. Box 34526
Seattle, WA 98124
Phone: 206-473-6210
Fax: 866-548-6837
Email: HOSCL@libertymutual.com
www.LibertyMutualSuretyClaims.com

The Ohio Casualty Insurance Company BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, M/M Peters, Construction, Inc.

of 178 South Western Avenue, Aurora, IL 60506

(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company, with its principal office in the City of Boston, Massachusetts (hereinafter called the Surety), as Surety, are held and firmly bound unto County of Kane

of 719 S Batavia Ave; Building A, Geneva, Geneva Township, IL 60134

(hereinafter called the Oblige) in the penal sum of Five Percent of Bid Amount

Dollars 5% of Bid Amount lawful money of

the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated July 10, 2023 for concrete jobs: leveling, removal and replacement, new walks/curbs, ADA, stairs, docks, etc. per unit prices submitted on bid

NOW, THEREFORE, if the Oblige shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Oblige in accordance with the terms of said bid and provide a bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Oblige against any loss the Oblige may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and virtue.

Signed, sealed and dated: July 10, 2023

M/M Peters, Construction, Inc.

Principal

By: Mary L. Peters



The Ohio Casualty Insurance Company

By: Catherine E. Wood
Catherine E. Wood

(Attorney-in-fact)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company

POWER OF ATTORNEY

Principal: M/M Peters, Construction, Inc.

Agency Name: BUTTREY-WULFF-MAMMINGA AGCY INC

Bond Number: BID-0019364

Obligee: County of Kane

Bid Bond Amount: (5% of Bid Amount) Five Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Catherine E. Wood** in the city and state of **Batavia, IL**, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.



The Ohio Casualty Insurance Company

By:

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12: Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 10th day of July, 2023.



By:

Renee C. Llewellyn, Assistant Secretary




Liberty Mutual Surety
Attention: LMS Claims
P.O. Box 34526
Seattle, WA 98124
Phone: 206-473-6210
Fax: 866-548-6837
Email: HOSCL@libertymutual.com
www.LibertyMutualSuretyClaims.com

ACKNOWLEDGMENT BY SURETY

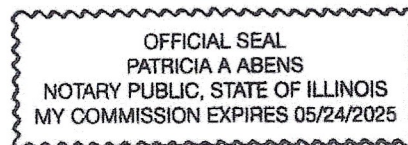
State of Illinois }
County of Kane } ss.

On this 10th day of July, 2023, before me personally
appeared Catherine E. Wood, known to, me to be the Attorney-in-Fact of
The Ohio Casualty Insurance Company, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written.



Notary Public in the State of Illinois
County of Kane





MMPET-1

OP ID: CW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/26/2023

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
Suttrey-Wulff-Mamminga Agency
355 First St. PO Box 580
Batavia, IL 60510
John J. Wulff

CONTACT

NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Great American E & S Ins Co

37532

INSURER B: Acuity

14184

INSURER C: Amerisafe

31895

INSURER D: Auto-Owners Insurance Company

18988

INSURER E:

INSURER F:

INSURED
M/M Peters Construction Inc
178 South Western Avenue
Aurora, IL 60506-4618

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.

SELECTIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY BE REDUCED BY PAID CLAIMS.																	
INSR LTR	TYPE OF INSURANCE			ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	X	COMMERCIAL GENERAL LIABILITY			X	X	PLF033390	05/25/2023	05/25/2024	EACH OCCURRENCE	\$	1,000,000					
		Includes X,C,U	X	OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	200,000					
										MED EXP (Any one person)	\$	5,000					
										PERSONAL & ADV INJURY	\$	1,000,000					
										GENERAL AGGREGATE	\$	2,000,000					
GEN'L AGGREGATE LIMIT APPLIES PER:																	
	POLICY	X	PRO-JECT		LOC												
	OTHER:																
B	X	AUTOMOBILE LIABILITY					Z27181	08/22/2022	08/22/2023	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000					
		ANY AUTO OWNED AUTOS ONLY		SCHEDULED AUTOS						BODILY INJURY (Per person)	\$						
										BODILY INJURY (Per accident)	\$						
										PROPERTY DAMAGE (Per accident)	\$						
											\$						
X	HIRED AUTOS ONLY	X	NON-OWNED AUTOS ONLY														
A	X	UMBRELLA LIAB		X								EACH OCCURRENCE	\$	5,000,000			
		EXCESS LIAB										CLAIMS-MADE	AGGREGATE	\$	5,000,000		
														\$			
														\$			
	DED	RETENTION S															
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X	AVWCIL3184592023	05/25/2023	05/25/2024	X	PER STATUTE		OTH-ER			
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)									Y/N						
											Y	N/A					
		If yes, describe under DESCRIPTION OF OPERATIONS below															
D		Contractors Equip					07874384	05/25/2023	05/25/2024	All Risk							
D		Leased/Rent Equip					07874384	05/25/2023	05/25/2024				256,695		100,000		

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

Primary and non-contributory additional insureds on the general liability.
Waiver of subrogation for the additional insureds on the general liability
and worker's compensation. Umbrella follows form.

CERTIFICATE HOLDER

BLANK-1

SAMPLE CERTIFICATE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD



**Illinois Department
of Transportation**

Certificate of Eligibility

M/M Peters Construction, Inc.

178 S. Western Ave. AURORA, IL 60506-4618

Contractor No 482C

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

017 CONCRETE CONSTRUCTION

\$750,000

\$750,000.00

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 11/15/2022 TO 3/3/2024 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 11/15/2022.

Engineer of Construction



Melinda J. Metzger
Executive Director

June 2, 2023

Ms. Mary L. Peters
M/M Peters Construction Inc.
178 S. Western Ave.
Aurora, IL 60506

Dear Ms. Peters:

Pace has reviewed your No Change Affidavit and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26. Your next No Change Affidavit is due June 1, 2024. A notification will be sent to you sixty (60) days prior to this date.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

If there is any change in your certification that affects your ability to meet size standards, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Your firm's name will appear in the IL UCP Directory, which is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The directory can be accessed at <https://pace.diversitycompliance.com/>. Your firm's name will appear in the Directory under the commodity codes and specialties listed on the following page.

Your participation on contracts will only be credited toward DBE contract goals when your firm performs in a Commercially Useful Function (CUF) in its approved area(s) of specialty.

Sincerely,

Chi Kwan Tang

Diversity Programs

LABOR RATE BREAKDOWN - TRADITIONAL INSURANCE

BY TRADE *Laborers Journeyman*

Rates are actual costs only

All Labor Rates are subject to audit.

RATE BREAKDOWN - RATES THRU ~~JUNE 1, 2020~~ *May 31, 2023*

STRAIGHT TIME RATE

BASE UNION RATE	48.90
HOLIDAY & VACATION	
UNION BENEFITS	34.45
FICA	3.74
FUTA	.49
SUTA	4.79
WORKMANS COMP	5.87
GENERAL LIABILITY INSURANCE	4.89
UMBRELLA	4.89
TOTALS	\$ 108.02
	PREMIUM TIME (X1.5)
BASE UNION RATE	73.35
HOLIDAY & VACATION	
UNION BENEFITS	34.45
FICA	5.61
FUTA	.73
SUTA	7.19
WORKMANS COMP	5.87
GENERAL LIABILITY INSURANCE	4.89
UMBRELLA	4.89
TOTALS	\$ 136.98
	PREMIUM TIME (X2)
BASE UNION RATE	97.80
HOLIDAY & VACATION	
UNION BENEFITS	34.45
FICA	7.48
FUTA	.98
SUTA	9.58
WORKMANS COMP	5.87
GENERAL LIABILITY INSURANCE	4.89
UMBRELLA	4.89
TOTALS	\$ 165.94

LABOR RATE BREAKDOWN - TRADITIONAL INSURANCE

BY TRADE <i>Carpenters Journeyman</i>	
Rates are actual costs only	
All Labor Rates are subject to audit.	
RATE BREAKDOWN - RATES <i>Thru May 31, 2024</i>	
	STRAIGHT TIME RATE
BASE UNION RATE	54.71
HOLIDAY & VACATION	
UNION BENEFITS	40.62
FICA	4.19
FUTA	.55
SUTA	5.36
WORKMANS COMP	6.57
GENERAL LIABILITY INSURANCE	5.47
UMBRELLA	5.47
TOTALS	\$ 122.94
	PREMIUM TIME (X1.5)
BASE UNION RATE	81.47
HOLIDAY & VACATION	
UNION BENEFITS	40.62
FICA	6.23
FUTA	.81
SUTA	7.98
WORKMANS COMP	6.57
GENERAL LIABILITY INSURANCE	5.47
UMBRELLA	5.47
TOTALS	\$ 154.62
	PREMIUM TIME (X2)
BASE UNION RATE	108.22
HOLIDAY & VACATION	
UNION BENEFITS	40.62
FICA	8.28
FUTA	1.08
SUTA	10.61
WORKMANS COMP	6.57
GENERAL LIABILITY INSURANCE	5.47
UMBRELLA	5.47
TOTALS	\$ 186.32

LABOR RATE BREAKDOWN - TRADITIONAL INSURANCE

BY TRADE <u>Cement Masons 502</u>	
Rates are actual costs only	
All Labor Rates are subject to audit.	
RATE BREAKDOWN - RATES THRU JUNE 1, 2022 <u>May 31, 2023</u>	
	STRAIGHT TIME RATE
BASE UNION RATE	50.75
HOLIDAY & VACATION	
UNION BENEFITS	
FICA	40.80
FUTA	3.88
SUTA	.51
WORKMANS COMP	4.97
GENERAL LIABILITY INSURANCE	6.09
UMBRELLA	5.08
TOTALS	\$ 117.16
	PREMIUM TIME (X1.5)
BASE UNION RATE	76.13
HOLIDAY & VACATION	
UNION BENEFITS	
FICA	40.80
FUTA	5.82
SUTA	.76
WORKMANS COMP	7.46
GENERAL LIABILITY INSURANCE	6.09
UMBRELLA	5.08
TOTALS	\$ 147.22
	PREMIUM TIME (X2)
BASE UNION RATE	101.50
HOLIDAY & VACATION	
UNION BENEFITS	
FICA	40.80
FUTA	7.76
SUTA	1.02
WORKMANS COMP	9.95
GENERAL LIABILITY INSURANCE	6.09
UMBRELLA	5.08
TOTALS	\$ 177.28

STATE OF ILLINOIS)
COUNTY OF KANE) SS.

PRESENTATION/DISCUSSION NO. TMP-23-1098

**PRESENTATION: JUDICIAL CENTER CHILLER REPLACEMENT (FE
MORAN)**

Kane County Chiller Project

**F.E. MORAN
MECHANICAL SERVICES**



INTRODUCTIONS

KEVIN
DENZEL
Vice President

Drew
Petrow
Account Manager

DAN
PETROW
Service Manager

F.E. MORAN Service Presents

The Moran Group would like to present Kane County Judicial Center with an Air Cooled Screw Chilled water alternative. Retrofitting the existing Chiller plant with an Air Cooled Chiller plant.

Why would you want to convert to an Air Cooled Chiller Plant?

- * One of the advantages of the Air Cooled Screw Chillers is the ability to sequence multiple compressors on and off to control loads more efficiently.

- * Lower power factors improve power consumption by using multiple compressors .

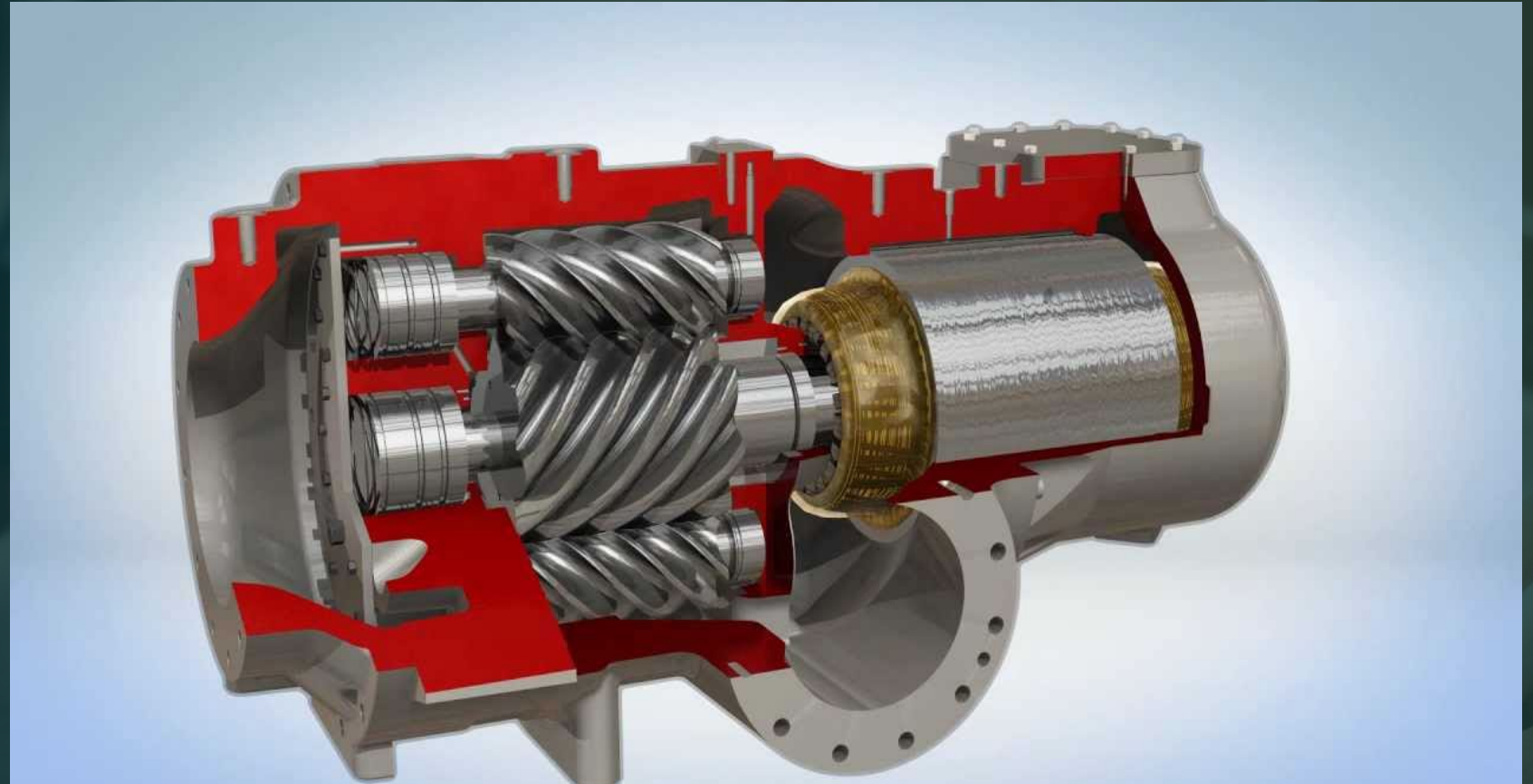
- * New high pressure refrigerants are user friendly compared to the low pressure models.

F.E. MORAN Service Presents

- * Lower Maintenance costs.
- * Lower installation costs.
- * Eliminates the need for a cooling tower.
- * Chemical treatment plants are not required.
- * Zero water usage.

Screw Compressor Technology

Internal Components
of a screw
compressor.
Very few moving
parts
to create a stronger
compressor. This is
an industrial design
for longevity.



Air Cooled York Screw Chiller Installation



800 Tons of Air Cooled Chiller



Chiller Plant Piping

Existing Cooling Tower

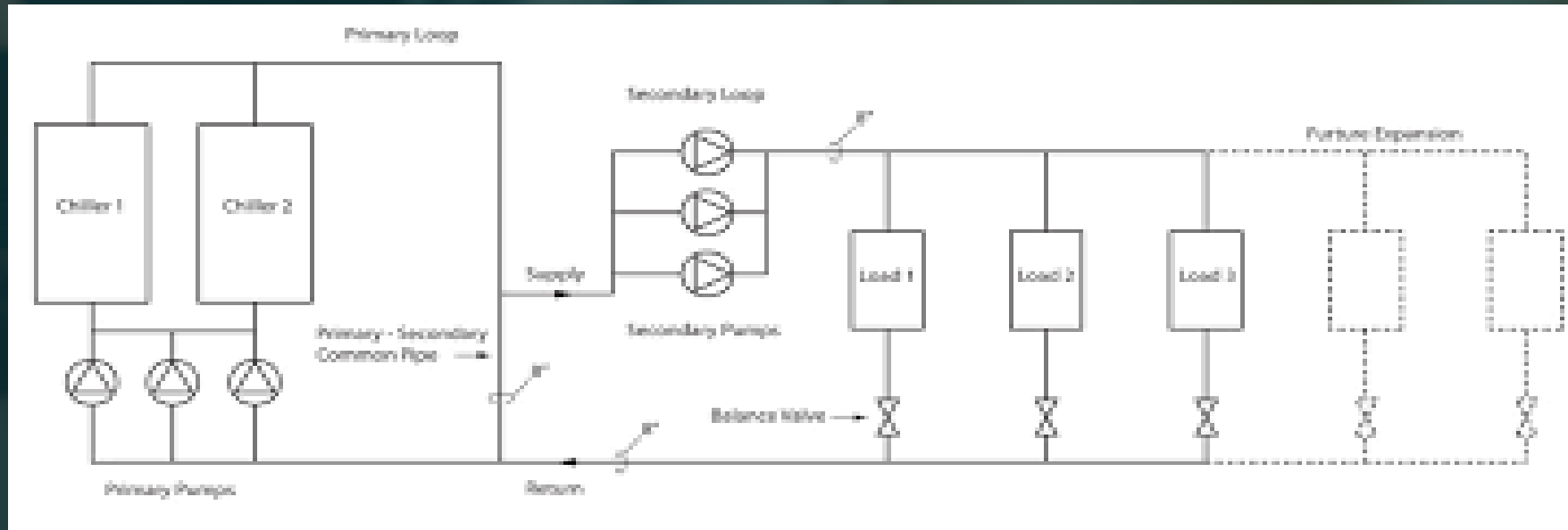
The existing system will need to have the underground piping repaired if used in the future.

One of the reasons for proposing an air cooled chiller plant for the future.



Chiller Plant Piping

Primary Secondary Piping Configuration



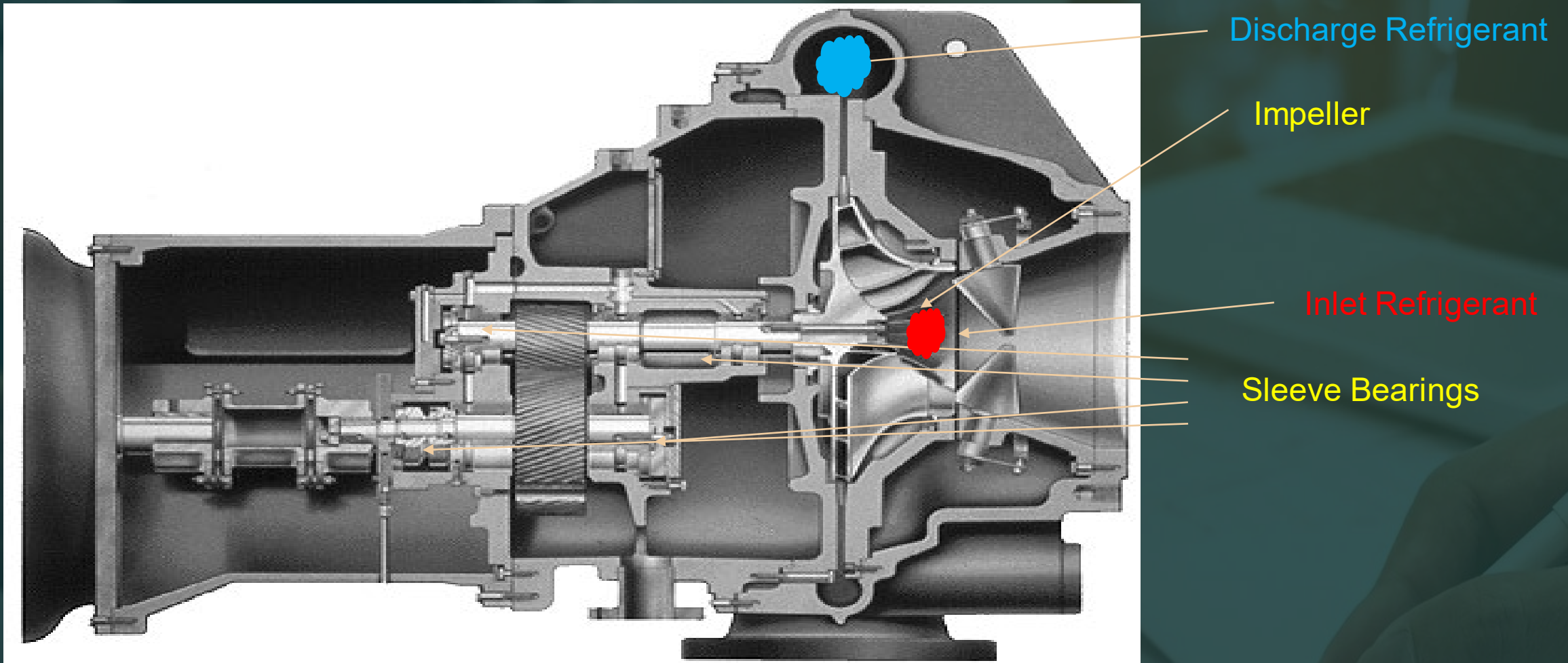
Existing Chiller Plant



Existing Chiller Plant Evaluation

- Chiller Leaks
- Internal Moisture
- Internal Rust
- Excessive Surging
- Refrigerant Loss
- Bearing Damage
- Impeller Wear

Compressor Internal Components

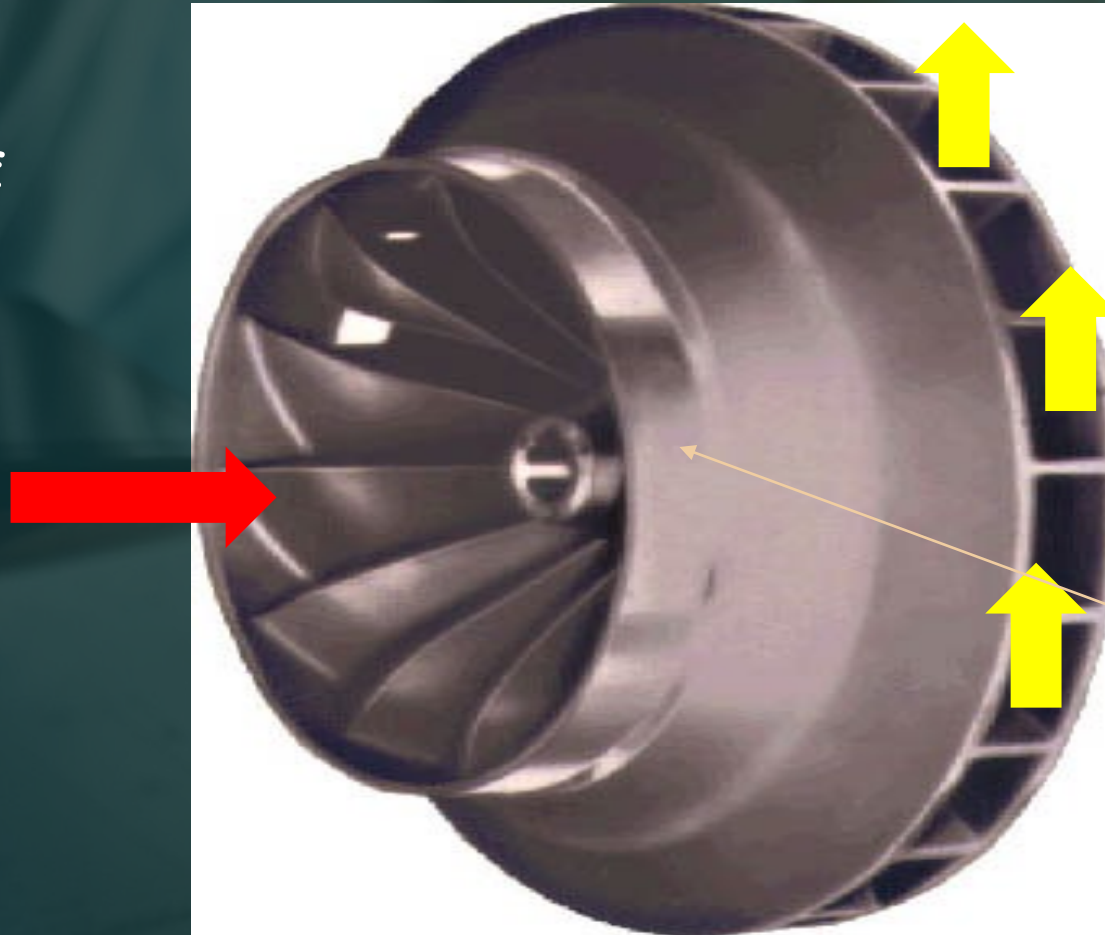


Compressor Internal Components

Centrifugal Impeller
Design and Direction of
flow.

Refrigerant

Inlet

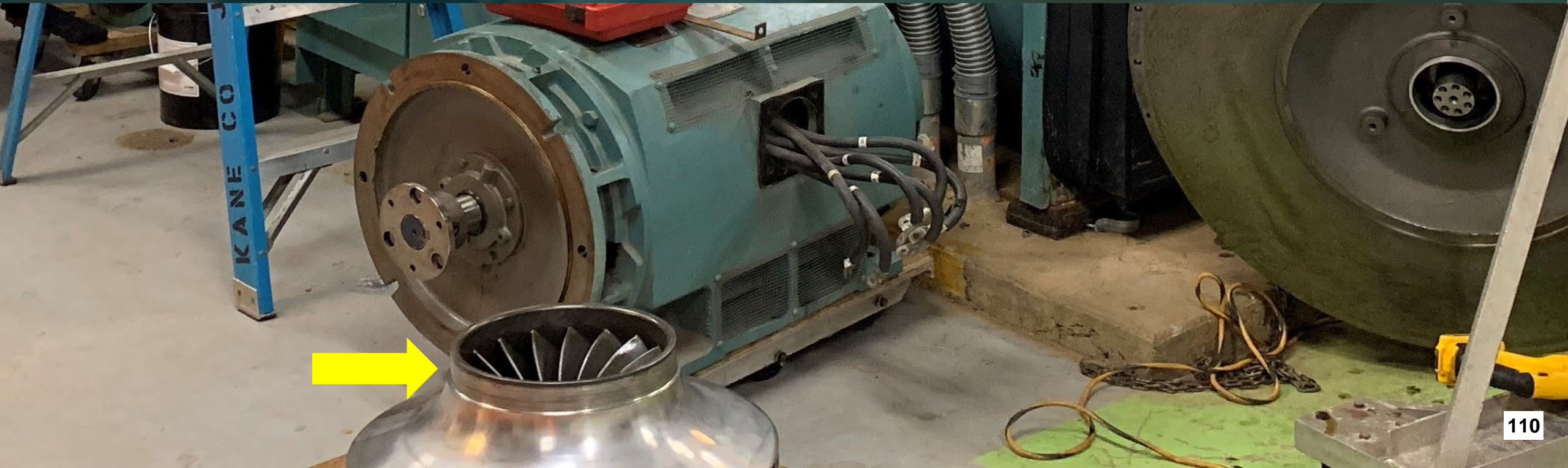


Discharge
Refrigerant

Gas Seal
Surface

Compressor Internal Components

Kane County's Impeller Condition



Compressor Internal Components

Internal Components of
existing York Chiller



Compressor Internal Components

Internal view of
existing compressor



Compressor Internal Components

Internals of a reb
compressor.



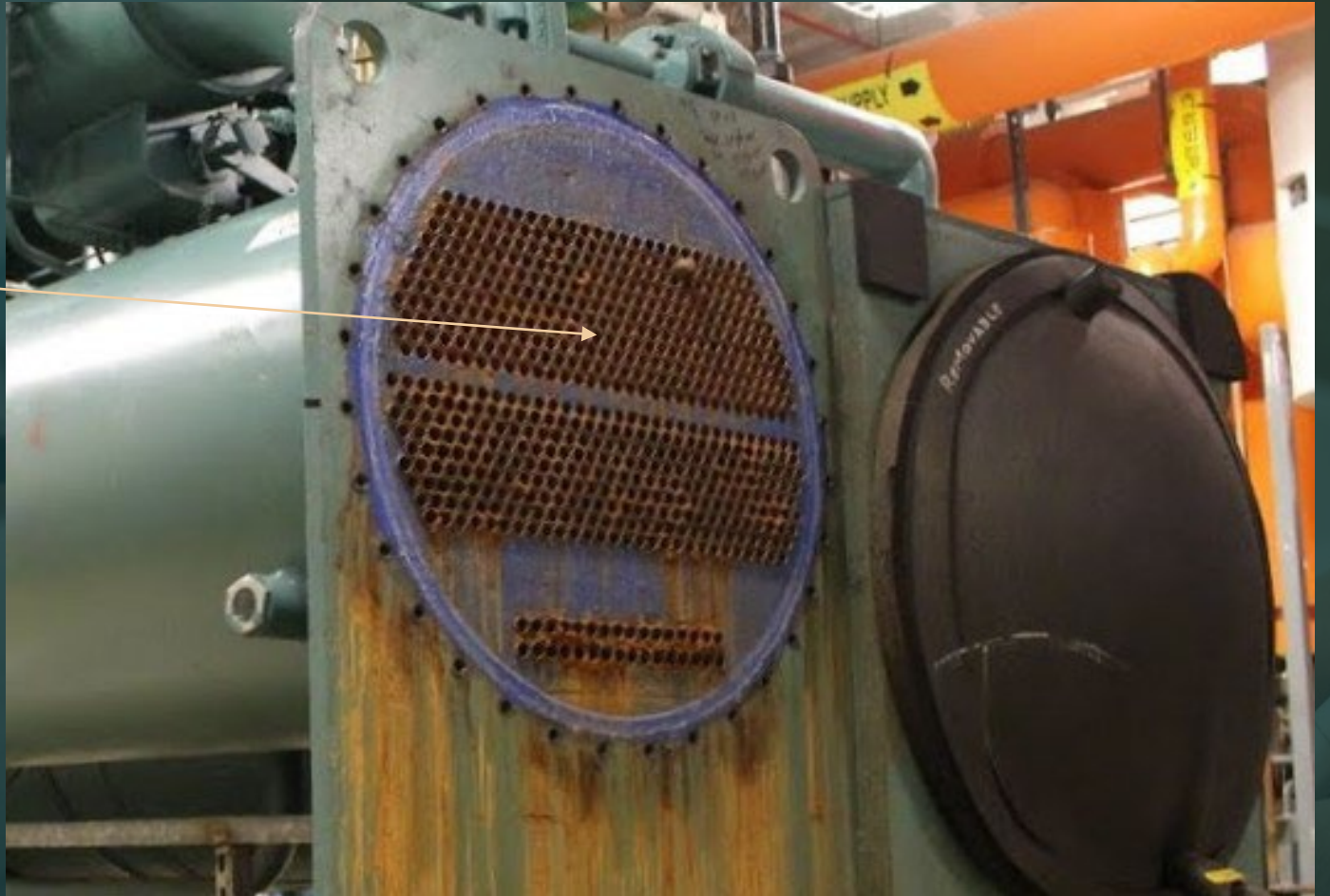
Compressor Internal Components

Internal Bearings of
existing Compressor have
severe damage



Compressor Internal Components

Condenser tube inspection found deuteriation to the wall thickness. Testing method was performing an Eddy-Current test by a third party.



THANK YOU!

Thank you for your time!

Any questions?



F.E. MORAN
MECHANICAL SERVICES





RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No.

Authorizing the Replacement of the Chillers at the Judicial Center

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

Contact: Henry Thompson, 630.762.2174

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$2,000,000
If not budgeted, explain funding source:	

Summary:

Authorizing the replacement of the chillers that are located at the Judicial Center. The current chillers have been evaluated and are failing / end of life. The chillers replacement will cost not to exceed Two Million Dollars.



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(847) 291-9101

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August 2, 2023

Mr. Matthew Walker
Building Management of Kane County – Judicial Center
37W777 IL Route 38
St. Charles, IL 60175

Re: York YVAA Air-Cooled Chiller Install – Budgetary Proposal

Mr. Walker:

We propose to provide the necessary materials and labor to install a new chiller plant for Kane County.

Scope of Work:

- Review scope of work, mobilization of equipment and material and project schedule with all parties.
- Remove two (2) existing York Centrifugal Chillers.
- Install Two (2) new concrete pads for the new chillers.
- Install new base for three (3) Primary Pumps.
- Configure Piping for primary secondary loop system.
- Provide all valves, pipe, and fittings for the new primary loop.
- Install Three (3) new chiller feed pumps.
- Replace Three (3) existing building loop pumps to convert into a secondary loop.
- Install Two (2) new 400 Ton York YVAA Air-Cooled Chillers
- Provide new electrical service for the two new air-cooled chillers and three primary pumps.
- Make all necessary connections to new Chillers.
- Tie in Chillers to BAS System.
- Perform Start Up of York YVAA Chillers.

Total Equipment Cost:	\$ 1,024,375.00
Total Labor Cost:	\$ 156,450.00
Total Material Cost:	\$ 171,875.00
Total Subcontractor Cost:	<u>\$ 477,900.00</u>

Total Budgetary Investment Amount: \$1,830,600.00

Additional Provisions and Exclusions:

- Excludes Overtime Costs.
- Excludes permits and fees.
- Project schedule is to be reviewed and agreed upon by all parties and is subject to modifications.
- Excludes any and all costs associated with General Contracting work.
- Excludes any and all costs associated with Sound Reduction and / or Visual Enclosures.



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Building Management of Kane County – Judicial Center

August 2, 2023

Page Two

Additional Provisions and Exclusions - Continued:

- Excludes any and all costs associated with services pertaining to landscaping.
- Excludes Temporary Services of Any Kind.
- Excludes bid bonds and all costs associated.
- Excludes any and all costs for services pertaining to Structural Design and / or Engineering.
- Excludes any and all costs associated with Factory Witness of Functional Testing and / or 4-Point AHRI Performance Testing.
- Excludes any and all services outside of above Scope of Work.
- Excludes any and all costs associated with services pertaining to landscaping.
- Customer to provide adequate access to all areas of work, equipment, use of freight elevator etc.
- Proposal is valid for 30-days
- Material Escalation Clause. Customer agrees that the pricing offered in this Proposal by FE Moran Inc., Mechanical Services “MMS” is based upon the pricing of steel and other commodities and its availability as of the date of this Proposal. Customer and MMS agree that given the uncertainty in current market trends and conditions, the cost and availability of steel/copper, steel/copper products and other commodities may rise, and that any such increase in the cost of materials ordered by MMS for this project after the date of this Proposal or any surcharges or other costs imposed, shall result in a corresponding dollar for dollar increase in MMS Proposal price. MMS agrees to provide timely information to Customer about any increase in the cost of steel/copper, steel/copper products and other commodities and Customer agrees to execute, at MMS’s request, an addendum including a nondisclosure agreement whereby Customer agrees to pay MMS for any increases as described above under the terms and conditions agreed upon and stated in this Proposal.

If this proposal meets your budget, please advise so we can proceed with putting together a final solution.

Sincerely,

Drew Petrow

F.E. Moran, Inc. Mechanical Services

Drew Petrow

Jr Sales Executive

224.491.0559 Mobile

Drew.Petrow@femoran.com

www.femoranmechsvc.com



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Service Terms and Conditions

TERMS: F.E. Moran, Inc. Mechanical Services payments are due 30 days from receipt of invoice. If the proposal amount exceeds \$10,000.00, CUSTOMER shall pay a down payment. The down payment shall be equivalent to 25% of the proposal amount. Upon receipt of the down payment F.E. Moran, Inc. Mechanical Services shall commence work. CUSTOMER agrees to pay interest on any sums outstanding and past due computed at 1.5% per month or at highest lawful rate if that rate is lower. Any costs to collect any outstanding and past due amounts, including reasonable attorney fees, shall be paid by CUSTOMER.

INVOICING: F.E. Moran, Inc. Mechanical Services reserves the right to issue partial or complete invoices as material is furnished and as services are rendered.

TAXES: Prices quoted are inclusive of taxes, unless noted otherwise, or in lieu thereof. The CUSTOMER shall provide F.E. Moran, Inc. Mechanical Services with a Tax Exemption Certificate acceptable to the taxing authorities if the CUSTOMER is tax exempt.

EXCLUSIONS: Permits and fees are not included in this proposal price. Asbestos removal or detection, smoke detectors, lead abatement, structural steel, painting, roofing, plumbing, sprinkler or electrical system additions or revisions are not included. It is assumed that the existing building systems and structures are capable of handling the specified repairs to or replacement of CUSTOMER's HVAC system, (which include the building structural, electrical, and mechanical systems).

MATERIALS: The parties agree and understand that they are undertaking this Project during a time of unusual disruptions in the supply chain caused by the COVID-19 Pandemic, including, but not limited to shortages of materials and equipment to be incorporated into the Work and means of transporting those materials to the site ("Abnormal Market Conditions"). As a material inducement for [Sub]Contractor to enter into this Agreement during a period of Abnormal Market Conditions, the parties agree as follows: (a) F.E. Moran Inc. Mechanical Services shall closely monitor all delivery times for materials and equipment to the site and shall use its best efforts to identify potential delays or disruptions that may be caused by Abnormal Market Conditions; (b) If, in the reasonable opinion of F.E. Moran Inc. Mechanical Services, the impact of Abnormal Market Conditions can be avoided by placing orders for materials or equipment for early delivery or by locking in delivery dates through advanced deposits, then F.E. Moran Inc. Mechanical Services shall notify Owner of the same in writing with a recommendation that such materials or equipment be ordered for delivery in advance of when they will be needed for incorporation into the Work. Within five business days or such other time identified in F.E. Moran Inc. Mechanical Service's notice, Owner shall elect whether to (i) issue a change order agreeing to pay for the advanced deposit or authorizing advanced ordering the materials and equipment identified in the Notice and an increase in the Contract Sum for any costs associated with early delivery and offsite storage of such materials or equipment or (ii) assume the risk of delays due to delivery to the site. Notwithstanding any failure of the [Sub]Contractor to comply with its obligations under subsections (a) and (b), delivery delays not caused by the [Sub]Contractor sole failure to order materials and equipment in time for delivery under normal market conditions, late delivery of materials caused by Abnormal Market Conditions shall be deemed to be outside the reasonable control of F.E. Moran Inc. Mechanical Services, and F.E. Moran Inc. Mechanical Services shall be entitled to an extension of time equal to the impact of delivery arising from Abnormal Market Conditions.



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GUARANTEE AND WARRANTY: The proposal includes a one (1) year parts warranty from the manufacturer and a ninety (90) day workmanship guarantee from F.E. Moran, Inc. Mechanical Services from date of completion of such work. Any extended equipment / part warranties or defined requirements will be listed under “Additional Provisions & Exclusions” above. Beyond 90 days this warranty does not include the cost of handling, shipping, or transportation involved in supplying replacement for defective components. The CUSTOMER agrees to provide routine maintenance as specified by the manufacturer to ensure efficient operation and warranty coverage. Warranty will be void if the following occurs: (i) payments are not made in accordance with the terms and conditions of this proposal; (ii) the CUSTOMER neglects to keep the operation of its HVAC system in good working order; (iii) CUSTOMER carelessly damages, misuses or abuses its HVAC system; (iv) any damage to CUSTOMER’s HVAC system results from any unforeseen condition occurring beyond F.E. Moran, Inc. Mechanical Services’ control; or (v) the CUSTOMER or a third party performs any alteration, modification, installation, or repair to the CUSTOMER’s HVAC system.

GENERAL TERMS AND CONDITIONS: Unless specifically stated otherwise, all work will be performed by competent union workers during normal working hours, Monday through Friday, 7:00AM until 3:30 PM. This proposal supersedes all previously dated documents. F.E. Moran, Inc. Mechanical Services shall not be required to furnish any equipment, labor, or make special tests recommended or required by insurance companies, Federal State Municipal or other authorities except as otherwise included in this proposal. CUSTOMER agrees that the venue for any legal actions shall be in the Circuit Courts of Cook County. F.E. Moran, Inc. Mechanical Services’ time to perform its obligations shall be extended as necessary if performance is delayed by parts or equipment unavailability, strikes, lockouts or other labor difficulties; transportation delays; casualty; war, rebellion, or riot, acts of God or government or any cause whatsoever beyond F.E. Moran, Inc. Mechanical Services’ reasonable control.

This proposal contains proprietary design and pricing information and is provided to the CUSTOMER for their confidential use only. The CUSTOMER agrees not to lend, reproduce or otherwise disclose its contents without express written consent of F.E. Moran, Inc. Mechanical Services.

Passed by the Kane County Board on September 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:



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No.

Authorizing a Budget Adjustment for Desktop Support Analyst II and Systems Administrator Lead for the Information Technologies Department - Public Safety Sales Tax

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

Contact: Charles Lasky, 630-232-5827

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$79,509
If not budgeted, explain funding source:	

Summary:

Authorizing a budget adjustment and the addition of two positions for the Information Technologies Department – Public Safety Sales Tax in the amount of \$79,509 for FY23.

WHEREAS, Kane County has used the Sourcewell Partners contract in the past; and

WHEREAS, this purchase calls for the use of funds during multiple budget years; and

WHEREAS, Kane County acknowledges the necessity of the appropriation of such funds from multiple County funds and line items at a cost not to exceed \$150,000 per fiscal year.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Information Technologies Department is hereby authorized to expend not to exceed One hundred and fifty thousand Dollars (\$150,000) per fiscal year utilizing the Sourcewell Cooperative to purchase Telecom Phone Systems, Mass Notification, & Cellular Solutions contract #120122-MBS through March 8, 2027 to be paid from various line items as needed for departments and offices.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the Chairman thereof and the Information Technologies Department are authorized to purchase and enter into joint purchasing agreements with Sourcewell Partners, (Contract # 120122-MBS), and Mitel Business Systems for the purchase of Telecom Phone Systems, Mass Notification, & Cellular Solutions with Telcom Innovations Group, LLC and Heartland Business Systems being authorized resellers.

Passed by the Kane County Board on September 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:



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No.

Authorizing the Expenditure of Funds for Technology Products and Services

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

Contact: Charles Lasky, 630.232.5827

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$150,000
If not budgeted, explain funding source:	

Summary:

Authorization to purchase and enter into Joint Purchasing Agreements with Sourcewell Partners and Mitel Business Systems for the purchase of Telecom Phone Systems, Mass Notification, and Cellular Solutions with Telcom Innovations Group, LLC and Heartland Business Systems as being authorized resellers, at a cost not to exceed \$150,000 per fiscal year.

**SOURCEWELL
STATE OF MINNESOTA**



Member Kircher moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

9/20/2022

Resolution No. 2022_25

WHEREAS, Sourcewell desires to issue a solicitation and is seeking permission from the Board to issue a solicitation for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Barrows and the following voted in favor: (list names here)

Zylka, Veronen, Nagel, Thiel, Thomas, Barrows, Arts, Kircher

and the following voted against: (list names here or "NONE")

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

Sara Nagel

9BEF5D6F88D140B...

Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT

BOARD ITEMS - September 2022

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Relocatable Buildings or Storage, with Related Accessories and Services
 Fuel Delivery with Related Services

Requesting Board permission to Re-Solicit the following categories:

Unified Communication and Contact Center Solutions

CONSENT AGENDA ITEMS

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
Vohl inc.	062222-VHL	Snow and Ice Handling Equipment, Supplies, and Accessories
Little Falls Machine	062222-LFM	Snow and Ice Handling Equipment, Supplies, and Accessories
Kueper North America	062222-KUE	Snow and Ice Handling Equipment, Supplies, and Accessories
J.A. Larue	062222-JAL	Snow and Ice Handling Equipment, Supplies, and Accessories
Fair Mfg.	062222-FAM	Snow and Ice Handling Equipment, Supplies, and Accessories
Bonnell Industries	062222-BNL	Snow and Ice Handling Equipment, Supplies, and Accessories
Cives Corp.	062222-VCN	Snow and Ice Handling Equipment, Supplies, and Accessories
Douglas Dynamics	062222-DDY	Snow and Ice Handling Equipment, Supplies, and Accessories
Alamo Group (USA) Inc.	062222-AGI	Snow and Ice Handling Equipment, Supplies, and Accessories
ASH North America dba Aebi Schmidt North America	062222-AEB	Snow and Ice Handling Equipment, Supplies, and Accessories

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
Motion Industries, Inc.	121218-MII	Facility MRO (Maintenance, Repair & Operations), Industrial & Building Supplies with Related Equipment, Accessories, Supplies & Services

NEW IDIQ CONTRACTS

Company Name	Contract Number	State - Region - Type of Work
Alco Building Solutions	AZ-R1-E-082522-ABU	Arizona - Region 1 / Western Arizona - Electrical
Diversified Maintenance Systems, Inc.	AZ-R1-GC-082522-DIV	Arizona - Region 1 / Western Arizona - General Contracting
Diamond Ridge Development	AZ-R1-GC-082522-DRD	Arizona - Region 1 / Western Arizona - General Contracting
Jim Brown and Sons Roofing Co. Inc.	AZ-R1-GC-082522-JBS	Arizona - Region 1 / Western Arizona - General Contracting
Loven Contracting, Inc.	AZ-R1-GC-082522-LOV	Arizona - Region 1 / Western Arizona - General Contracting
RYTAN Construction	AZ-R1-GC-082522-RYT	Arizona - Region 1 / Western Arizona - General Contracting
Interstate Mechanical Corporation	AZ-R1-HVAC-082522-IMC	Arizona - Region 1 / Western Arizona - Mechanical/HVAC
Pueblo Mechanical and Controls, LLC	AZ-R1-HVAC-082522-PME	Arizona - Region 1 / Western Arizona - Mechanical/HVAC
Interstate Mechanical Corporation	AZ-R1-PLUM-082522-IMC	Arizona - Region 1 / Western Arizona - Plumbing
Pueblo Mechanical and Controls, LLC	AZ-R1-PLUM-082522-PME	Arizona - Region 1 / Western Arizona - Plumbing
Jim Brown and Sons Roofing Co. Inc.	AZ-R1-R-082522-JBS	Arizona - Region 1 / Western Arizona - Roofing
Alco Building Solutions	AZ-R2-E-082522-ABU	Arizona - Region 2 / North Central Arizona - Electrical
Diversified Maintenance Systems, Inc.	AZ-R2-GC-082522-DIV	Arizona - Region 2 / North Central Arizona - General Contracting
Diamond Ridge Development	AZ-R2-GC-082522-DRD	Arizona - Region 2 / North Central Arizona - General Contracting
Jim Brown and Sons Roofing Co. Inc.	AZ-R2-GC-082522-JBS	Arizona - Region 2 / North Central Arizona - General Contracting
Loven Contracting, Inc.	AZ-R2-GC-082522-LOV	Arizona - Region 2 / North Central Arizona - General Contracting
RYTAN Construction	AZ-R2-GC-082522-RYT	Arizona - Region 2 / North Central Arizona - General Contracting
Interstate Mechanical Corporation	AZ-R2-HVAC-082522-IMC	Arizona - Region 2 / North Central Arizona - Mechanical/HVAC
Pueblo Mechanical and Controls, LLC	AZ-R2-HVAC-082522-PME	Arizona - Region 2 / North Central Arizona - Mechanical/HVAC
Interstate Mechanical Corporation	AZ-R2-PLUM-082522-IMC	Arizona - Region 2 / North Central Arizona - Plumbing
Pueblo Mechanical and Controls, LLC	AZ-R2-PLUM-082522-PME	Arizona - Region 2 / North Central Arizona - Plumbing
Jim Brown and Sons Roofing Co. Inc.	AZ-R2-R-082522-JBS	Arizona - Region 2 / North Central Arizona - Roofing
Alco Building Solutions	AZ-R3-E-082522-ABU	Arizona - Region 3 / Central Arizona - Electrical
AXIOS Builders LLC	AZ-R3-GC-082522-AXI	Arizona - Region 3 / Central Arizona - General Contracting
Diversified Maintenance Systems, Inc.	AZ-R3-GC-082522-DIV	Arizona - Region 3 / Central Arizona - General Contracting

APPENDIX A Continued

Diamond Ridge Development	AZ-R3-GC-082522-DRD	Arizona - Region 3 / Central Arizona - General Contracting
Henderson Building Solutions, LLC	AZ-R3-GC-082522-HBS	Arizona - Region 3 / Central Arizona - General Contracting
Jim Brown and Sons Roofing Co. Inc.	AZ-R3-GC-082522-JBS	Arizona - Region 3 / Central Arizona - General Contracting
Loven Contracting, Inc.	AZ-R3-GC-082522-LOV	Arizona - Region 3 / Central Arizona - General Contracting
RYTAN Construction	AZ-R3-GC-082522-RYT	Arizona - Region 3 / Central Arizona - General Contracting
Interstate Mechanical Corporation	AZ-R3-HVAC-082522-IMC	Arizona - Region 3 / Central Arizona - Mechanical/HVAC
Pueblo Mechanical and Controls, LLC	AZ-R3-HVAC-082522-PME	Arizona - Region 3 / Central Arizona - Mechanical/HVAC
Interstate Mechanical Corporation	AZ-R3-PLUM-082522-IMC	Arizona - Region 3 / Central Arizona - Plumbing
Pueblo Mechanical and Controls, LLC	AZ-R3-PLUM-082522-PME	Arizona - Region 3 / Central Arizona - Plumbing
Jim Brown and Sons Roofing Co. Inc.	AZ-R3-R-082522-JBS	Arizona - Region 3 / Central Arizona - Roofing
Alco Building Solutions	AZ-R4-E-082522-ABU	Arizona - Region 4 / Southern Arizona - Electrical
AXIOS Builders LLC	AZ-R4-GC-082522-AXI	Arizona - Region 4 / Southern Arizona - General Contracting
Diversified Maintenance Systems, Inc.	AZ-R4-GC-082522-DIV	Arizona - Region 4 / Southern Arizona - General Contracting
Henderson Building Solutions, LLC	AZ-R4-GC-082522-HBS	Arizona - Region 4 / Southern Arizona - General Contracting
Jim Brown and Sons Roofing Co. Inc.	AZ-R4-GC-082522-JBS	Arizona - Region 4 / Southern Arizona - General Contracting
Loven Contracting, Inc.	AZ-R4-GC-082522-LOV	Arizona - Region 4 / Southern Arizona - General Contracting
RYTAN Construction	AZ-R4-GC-082522-RYT	Arizona - Region 4 / Southern Arizona - General Contracting
Interstate Mechanical Corporation	AZ-R4-HVAC-082522-IMC	Arizona - Region 4 / Southern Arizona - Mechanical/HVAC
Pueblo Mechanical and Controls, LLC	AZ-R4-HVAC-082522-PME	Arizona - Region 4 / Southern Arizona - Mechanical/HVAC
Interstate Mechanical Corporation	AZ-R4-PLUM-082522-IMC	Arizona - Region 4 / Southern Arizona - Plumbing
Pueblo Mechanical and Controls, LLC	AZ-R4-PLUM-082522-PME	Arizona - Region 4 / Southern Arizona - Plumbing
Jim Brown and Sons Roofing Co. Inc.	AZ-R4-R-082522-JBS	Arizona - Region 4 / Southern Arizona - Roofing
Alco Building Solutions	AZ-R5-E-082522-ABU	Arizona - Region 5 / Eastern Arizona - Electrical
Diversified Maintenance Systems, Inc.	AZ-R5-GC-082522-DIV	Arizona - Region 5 / Eastern Arizona - General Contracting
Henderson Building Solutions, LLC	AZ-R5-GC-082522-HBS	Arizona - Region 5 / Eastern Arizona - General Contracting
Jim Brown and Sons Roofing Co. Inc.	AZ-R5-GC-082522-JBS	Arizona - Region 5 / Eastern Arizona - General Contracting
Loven Contracting, Inc.	AZ-R5-GC-082522-LOV	Arizona - Region 5 / Eastern Arizona - General Contracting
RYTAN Construction	AZ-R5-GC-082522-RYT	Arizona - Region 5 / Eastern Arizona - General Contracting
Interstate Mechanical Corporation	AZ-R5-HVAC-082522-IMC	Arizona - Region 5 / Eastern Arizona - Mechanical/HVAC
Pueblo Mechanical and Controls, LLC	AZ-R5-HVAC-082522-PME	Arizona - Region 5 / Eastern Arizona - Mechanical/HVAC
Dallago Corporation	AZ-R5-HVAC-082522-DCO	Arizona - Region 5 / Eastern Arizona - Mechanical/HVAC
Interstate Mechanical Corporation	AZ-R5-PLUM-082522-IMC	Arizona - Region 5 / Eastern Arizona - Plumbing
Pueblo Mechanical and Controls, LLC	AZ-R5-PLUM-082522-PME	Arizona - Region 5 / Eastern Arizona - Plumbing
Dallago Corporation	AZ-R5-PLUM-082522-DCO	Arizona - Region 5 / Eastern Arizona - Plumbing
Jim Brown and Sons Roofing Co. Inc.	AZ-R5-R-082522-JBS	Arizona - Region 5 / Eastern Arizona - Roofing
Dallago Corporation	AZ-R5-FLS-082522-DCO	Arizona - Region 5 / Eastern Arizona - Fire and Life Safety
IDIQ Contract Extensions		
Company Name	Contract Number	
All Source Tile, Inc.	CA09-SDI-F02-080719-AST	
All Source Coatings, Inc.	CA09-SDI-P02-080719-ASC	
Harry H. Joh Construction, Inc.	CA08-SCI-P02-080719-HJC	
Vincor Construction, Inc.	CA09-SDI-GB02-080719-VCI	
Angeles Contractor, Inc.	CA08-SCI-F02-080719-ACI	
LDCo., Inc.	CA09-SDI-GB04-080719-LDC	
Angeles Contractor, Inc.	CA08-SCI-GB05-080719-ACI	
Harry H. Joh Construction, Inc.	CA08-SCI-GB04-080719-HJC	
Horizons Construction Co. Int'l, Inc	CA08-SCI-GE01-080719-HCC	
Angeles Contractor, Inc.	CA09-SDI-GB06-080719-ACI	
PUB Construction, Inc.	CA08-SCI-GB01-080719-PUB	
US National Corp dba Jimenez Painting Company	CA09-SDI-P03-080719-USN	
Harry H. Joh Construction, Inc.	CA09-SDI-GB05-080719-HJC	
Sylvester Roofing Co., Inc.	CA09-SDI-R01-080719-SRC	
Harry H. Joh Construction, Inc.	CA08-SCI-E02-080719-HJC	
Horizons Construction Co. Int'l, Inc	CA08-SCI-DA01-080719-HCC	
PUB Construction, Inc.	CA08-SCI-F01-080719-PUB	
Horizons Construction Co. Int'l, Inc	CA08-SCI-GB03-080719-HCC	
All Source Coatings, Inc.	CA09-SDI-GB03-080719-ASC	
Rite-Way Roof Corporation	CA08-SCI-R01-080719-RWR	
PUB Construction, Inc.	CA08-SCI-P01-080719-PUB	
Angeles Contractor, Inc.	CA09-SDI-F03-080719-ACI	
Sol Construction	CA08-SCI-GE02-080719-SOL	
J & H Engineering General Contracts, Inc.	CA08-SCI-GE03-080719-JHE	
Facility Solutions Group	CA08-SCI-E01-080719-FSG	
Vincor Construction, Inc.	CA08-SCI-GB02-080719-VCI	
PRIDE Industries One, Inc.	CA08-SCI-GB10-080719-PIO	
PRIDE Industries One, Inc.	CA03-NCV-M01-080719-PIO	

Ausonio, Inc.	CA04-NCC-GB05-080719-AUS	
PRIDE Industries One, Inc.	CA04-NCC-GB03-080719-PIO	
ACCO Engineered Systems, Inc.	CA03-NCV-M02-080719-AES	
Mark Scott Construction	CA04-NCC-GB02-080719-MS	
PRIDE Industries One, Inc.	CA04-NCC-GEP01-080719-PIO	
PRIDE Industries One, Inc.	CA03-NCV-E01-080719-PIO	
American Chiller Service, Inc	CA03-NCV-M03-080719-ACH	
PRIDE Industries One, Inc.	CA03-NCV-GB03-080719-PIO	
PRIDE Industries One, Inc.	CA03-NCV-GEP01-080719-PIO	
PRIDE Industries One, Inc.	CA04-NCC-E02-080719-PIO	
Aztec Consultants	CA04-NCC-GB04-080719-AZC	
Staples Construction Company	CA03-NCV-GB04-080719-STA	
PUB Construction, Inc.	CA09-SDI-GB01-080719-PUB	
PUB Construction, Inc.	CA09-SDI-F01-080719-PUB	
PUB Construction, Inc.	CA09-SDI-P01-080719-PUB	

**SOURCEWELL
STATE OF MINNESOTA**



Member Thiel moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

3/21/2023

Resolution No. 2023.07

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Nagel and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Barrows, Arts, Kicker

and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

Linda Arts

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Clerk to the Board of Directors



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #120122
Entitled

Unified Communication and Contact Center Solutions

The following advertisement was placed October 13, 2022 in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://portal.sourcewell-mn.gov>, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, October 14, 2022 in Oregon's *Daily Journal of Commerce*, and on October 13 and October 20, 2022 in *The Oklahoman*:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Unified Communication and Contact Center Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 1, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

1429481 Ontario, Inc.	KNS IT Group, Inc.
22nd Century Technologies, Inc.	Komplement
8x8, Inc.	Kyndryl, Inc.
Accenture	Kyyba Tech, Inc.
Acquire BPO, Inc.	Linea Partners, Ltd.
Acta Solutions, Inc.	LiveVox, Inc.
Allegiant Networks, LLC	LiveVox Holdings, Inc.
Alliance Technology Group, LLC	Loffler Companies
Alpha Technologies, Inc.	Logixservice, Inc.
Amazon Web Services, Inc.	Mergent Systems, Inc.
Aspire Technology Partners, LLC	Meteor Telecommunications, Inc.
Atos IT Solutions and Services, Inc.	MetTel
Aum Tech, Inc.	Millennium Process Group, Inc.
Avaya, Inc.	Mitel Business Systems, Inc.

Beanfield Technologies, Inc. dba Beanfield Metroconnect	NEC Corporation of America
BidPrime, Inc.	Net2Phone Global Services, LLC
Brilliant Repairs	Netagen Communication Technologies, Inc.
C3G-Solutions, LLC	NETEX TECHNOLOGIES, LTD.
Calabrio	NETWORK CRAZE TECHNOLOGIES, INC.
Carahsoft Technology Corporation	Nextiva, Inc.
Carolina Biological Supply Company	NICE
Cerium Networks, Inc.	Nice CXone
CFT Storage, Inc.	NWN Carousel
Charter Communications Operating, LLC	One Diversified Audio Visual Canada, Ltd.
Cisco Systems	ozonetel
Clarity Telecom, LLC	Pavek Technology Group
ClassTag, Inc.	PCS, Inc. (Pegasus Communication Solution, Inc. DBA PCS Bsoft)
Cloud-Age iT	Pierson Wireless Corp.
Coeo Solutions, LLC	Plantronics, Inc.
Communications Technologies, Inc.	Prairie Mobile Communications
Compunetix, Inc.	Presidio Networked Solutions, LLC
Computer Talk Global Corp.	ProKarma, Inc.
Compu-Vision Consulting, Inc.	PWXPress
CONNEX Telecommunications Inc	RACOM Corporation
Consolidated Communications Enterprise Services, Inc.	Radiant Digital Solutions, Inc.
Content Guru, Inc.	Revation Systems, Inc.
ConvergeOne, Inc.	Ribbon Communications Operating Company, Inc.
ConvergeOne Government Solutions	Ricoh Canada / Tammy Klym-Wolfe
Coolsoft, LLC	RingCentral, Inc.
Core Telecom Systems	RingSquared Telecom, LLC
CRANK Marketing Group, LLC	Rogers Communications Canada, Inc.
Dais, Inc. dba Regroup Mass Notification	S&L Integrated Systems, LLC
Deloitte Consulting, LLP	Senture, LLC
DiRAD Technologies, Inc.	Shrink Stoppers, LLC
Disabled Veterans Call Center, LLC	SIGNIA, Ltd.
Distributel Communications, Limited (DBA ThinkTel)	Sled Consulting, LLC
Dominic System, Limited	Smart Information Management Systems, Inc.
DSS Corporation	SMART IT PROS, INC.
Embark IT, Inc.	Software One, Inc.
eRepublic, Inc.	Swissphone, LLC
Eventus Solutions Group, LLC	TA Networks, Inc.
Five9, Inc.	Talkdesk, Inc.
Forum Info-Tech, Inc.	TDB Communications, Inc.
G12 Communications, LLC	Tech Mahindra Americas, Inc.
Genesis Systems Corporation	Telecom Metric, Inc.

Genesys	Teleperformance
Genesys Canada	TeleSky, Ltd.
Genesys Cloud Services, Inc.	The Barrington Consulting Group, Inc.
Gioia P. Ambrette, Inc. (Newcastle Communications)	Tidal Basin Government Consulting, LLC
GoTo Communications, Inc.	TommyTQL, LLC
Granite Telecommunications, LLC	Transworld Systems, Inc.
HUBFirst, LLC	TTEC Government Solutions, LLC
IBM	Twilio
IM Wireless Communications, Ltd.	Tykans Group, Inc.
Inland Audio Visual, Limited	Unique Comp, Inc.
Inoria	Unity Connected Solutions, Inc.
Integrated Fire & Security Solutions, Inc.	UStronics.com, Inc.
Integrated IT Group, LLC	Veoci, Inc.
Integrated Wireless Technologies	Voice Products, Inc.
Integrity Networks, Inc.	Voip Network Services
Interactive Capture Systems	Vonage Business, Inc.
Intrado Interactive Services Corporation (SchoolMessenger)	VortalSoft, Inc.
Jj	Windstream Holdings, Inc.
Kaleyra, Inc.	World Wide Technology
Kifinti Solutions, Inc.	Zoom Communications
Kinipi Communications, Inc.	

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on December 1, 2022, at 4:31:15 pm CT. Proposals were received from the following:

Acta Solutions, Inc.
Alliance Technology Group, LLC
Aum Tech, Inc.
Avaya, Inc.
Beanfield Technologies, Inc. dba Beanfield Metroconnect
ClassTag, Inc.
Compunetix, Inc.
CONNEX Telecommunications Inc
Consolidated Communications Enterprise Services, Inc.
Dais, Inc. dba Regroup Mass Notification
Distributel Communications, Limited (DBA ThinkTel)
G12 Communications, LLC
Gioia P. Ambrette, Inc. (Newcastle Communications)
GoTo Communications, Inc.
Granite Telecommunications, LLC
Integrity Networks, Inc.
Intrado Interactive Services Corporation (SchoolMessenger)
Kyndryl, Inc.

Linea Partners, Ltd.
Mitel Business Systems, Inc.
Netagen Communication Technologies, Inc.
Nextiva, Inc.
PCS, Inc. (Pegasus Communication Solution, Inc. DBA PCS Bsoft)
Presidio Networked Solutions, LLC
RingCentral, Inc.
S&L Integrated Systems, LLC
SIGNIA, Ltd.
SMART IT PROS, INC.
Swissphone, LLC
Talkdesk, Inc.
Telecom Metric, Inc.
Vonage Business, Inc.

Proposals were reviewed by the Proposal Evaluation Committee:

James Voelker, CPCM, CFCM, Procurement Lead Analyst
Brandon Town, NIGP-CPP, CPSM, CPSD, Procurement Analyst
Nick Scholer, Procurement Analyst
Bill Davison, NIGP-CPP, CPPO, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

Avaya, Inc. delivers a comprehensive portfolio of Unified Communications as a Service (UCaaS), Contact Center as a Service (CCaaS), and Communications Platform as a Service (CPaaS) technologies. Their sales staff and authorized network of over 4200 resellers will work throughout the United States and Canada to serve Sourcewell participating entities. Avaya, Inc. also follows an ISO 14001-certified Design for Environment program focused on opportunities to reduce the environmental impact of their solutions and services. They are offering substantial discounts off list price.

Gioia P. Ambrette, Inc. (Newcastle Communications) provides a full catalog of Unified Communications as a Service (UCaaS), Contact Center as a Service (CCaaS) solutions and is an authorized NEC technology integrator. Their sales team and NEC's premium dealers are ready to serve Sourcewell participating entities in the United States and Canada. Newcastle Communications has been in business for over 43 years and is also a certified woman-owned business enterprise (WBE). They are offering Sourcewell participating entities competitive pricing discounts.

Mitel Business Systems, Inc. offers a full spectrum of Unified Communications as a Service (UCaaS) and contact center solutions. Their sales team and network of over 1400 Mitel Authorized Partners are ready to serve Sourcewell participating entities across the United States and Canada. Their solutions adhere to numerous environmental standards to include ISO 14001, IEEE 1680, RoHS Directive 2002/95/EC, CSA Z762-95, ECMA-341, WEEE 2002/96/EC, and Energy Star. Mitel Business Systems, Inc.'s pricing proposal provides generous discounts to Sourcewell participating entities.

Presidio Networked Solutions, LLC provides a full suite of unified communication and contact center solutions. They are also an authorized Cisco reseller. Their sales team of nearly 1100 personnel is prepared to serve Sourcewell participating entities in the United States and Canada. Presidio Networked Solutions, LLC boasts a 98 percent retention rate which demonstrates their passion for driving client results. They are offering Sourcewell participating entities solid pricing discounts.

RingCentral, Inc. offers an extensive cloud-based selection of Unified Communications as a Service (UCaaS) and Contact Center as a Service (CCaaS) technologies. Their dedicated public sector sales force is ready to serve Sourcewell participating entities in the United States and Canada. RingCentral, Inc. delivers business analytics that provide users with summary statistics, trends, and performance indicators critical to organizational decision making. Their pricing proposal includes deep discounts for Sourcewell participating entities.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #120122 to:

Avaya, Inc.	#120122-AVY
Gioia P. Ambrette, Inc. (Newcastle Communications)	#120122-NEW
Mitel Business Systems, Inc.	#120122-MBS
Presidio Networked Solutions, LLC	#120122-PSO
RingCentral, Inc.	#120122-RNG

The preceding recommendations were approved on February 13, 2023.

DocuSigned by:


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James Voelker, CPCM, CFCM, Procurement Lead Analyst

DocuSigned by:

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Brandon Town, NIGP-CPP, CPSM, CPSD, Procurement Analyst

DocuSigned by:

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Nick Scholer, Procurement Analyst

DocuSigned by:

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Bill Davison, NIGP-CPP, CPPO, Procurement Analyst

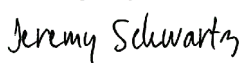
STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #120122 for Unified Communication and Contact Center Solutions**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:

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Jeremy Schwartz, CSSBB, CPPO, NIGP-CPP
Chief Procurement Officer



Mitel 120122-MBS Pricing

Discounts by Mitel Material Price Group (MPG)

MPG 1P - Contact Center & UC Applications

U.S. Member Discount: 38%

Canada Member Discount: 38%

MPG 2P - Core Telephony Infrastructure

U.S. Member Discount: 33%

Canada Member Discount: 33%

MPG 3P - Devices

U.S. Member Discount: 35%

Canada Member Discount: 35%

MPG 4P - Peripherals & Legacy

U.S. Member Discount: 35%

Canada Member Discount: 35%

MPG 1S – Software Assurance (SWA)

U.S. Member Discount: 15%

Canada Member Discount: 15%

MPG 2S - Services

U.S. Member Discount: 0%

Canada Member Discount: 0%

MPG TP – Third Party

U.S. Member Discount: 0%

Canada Member Discount: 0%

MPG ND – Nil Discount

U.S. Member Discount: 0%

Canada Member Discount: 0%

Partner Built / Partner Delivered (Powered by Mitel) solutions:

Discount: 20%

Third party components required for a turnkey solution will be quoted based on a mutually agreed upon discount.

**Solicitation Number: RFP #120122****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Mitel Business Systems, Inc. on behalf of itself and on behalf of its affiliate, Mitel Networks Corporation, 1146 North Alma School Road, Mesa, AZ 85201 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Unified Communication and Contact Center Solutions from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires March 8, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model unless stated otherwise in this Contract. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract; however, the Supplier and Participating Entity may negotiate a cap on the Supplier's liability as addressed in Article 11 Indemnity and Hold Harmless.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay a 2% administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee. For Administrative Fees generated through Canadian orders, Supplier's affiliate, Mitel Networks Corporation, will make payment of the Administrative Fee directly to Sourcewell.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent or intentional act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by Supplier's negligent or intentional act or omission causing some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) in Exhibit A, attached and incorporated by reference, in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in Exhibit A, attached and incorporated by reference, in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers’ Compensation and Employer’s Liability.*

Workers’ Compensation: As required by any applicable law or regulation.

Employer’s Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a comfort letter from Supplier's insurance broker, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), an updated comfort letter must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this

Contract. The comfort letter must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request validation of Supplier insurance coverage by Sourcewell, or failure of Supplier to provide validation of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during

this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The

decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations

issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and

Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

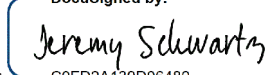
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

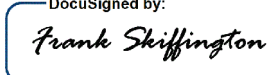
22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Mitel Business Systems, Inc., on behalf of
itself and on behalf of its affiliate, Mitel
Networks Corporation

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 6/20/2023 | 9:15 AM CDT

DocuSigned by:

By: 55D602DC77684F1...
Frank Skiffington
Title: SVP, Americas
Date: 6/20/2023 | 9:28 AM PDT

Approved:

120122-MBS



DocuSigned by:

By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
6/20/2023 | 1:08 PM CDT
Date: _____

Exhibit A- Licensed Trademarks**Vendor's Marks:**

Mark	US. Reg. Nos.	Type
MITEL (wordmark)	1109181, 1949827, 1961215, 1944812, 1947798	WORD MARK
	5062132, 4936508	LOGO- DESIGN

Sourcewell's Marks (to include any others as updated by Sourcewell):

RFP 120122 - Unified Communication and Contact Center Solutions

Vendor Details

Company Name: Mitel Business Systems, Inc.

Does your company conduct business under any other name? If yes, please state: Mitel

Address: 1146 North Alma School Road
Mesa, Arizona 85201

Contact: Murray Van Dyke

Email: murray.vandyke@mitel.com

Phone: 602-629-8811 408811

Fax: 602-629-8811

HST#: 91-2016177

Submission Details

Created On: Thursday October 13, 2022 15:26:41

Submitted On: Wednesday November 30, 2022 10:20:16

Submitted By: Murray Van Dyke

Email: murray.vandyke@mitel.com

Transaction #: a700ff88-da67-4b2e-b252-d14ecb6f3f5b

Submitter's IP Address: 72.212.80.141

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Mitel Networks, Inc. (MNI)	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Mitel Technologies, Inc. (affiliate) Mitel Networks Corporation (affiliate) Mitel Business Systems, Inc. (affiliate)	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	MNI Cage Code: 452G4	*
5	Proposer Physical Address:	1146 North Alma School Road, Mesa, Arizona 85201	*
6	Proposer website address (or addresses):	www.mitel.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Frank Skiffington SVP, Americas 1146 N. Alma School Road Mesa, AZ 85201 frank.skiffington@mitel.com (844) 746-7383	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Murray Van Dyke Contract Program Manager 1146 N. Alma School Road Mesa, AZ 85201 Murray.VanDyke@mitel.com 602-629-8811	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sue Anders Regional VP, Northeast 1146 N. Alma School Road Mesa, AZ 85201 sue.anders@mitel.com (703) 736-3105	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Company History</p> <p>Mitel Corporation was founded in 1973 by Terence Matthews and Michael Cowpland. Its first product was a tone-to-pulse converter that experienced great success. By 1979, Mitel Corporation pioneered the first private line branch exchange (PBX), called SX-200, and was selling platforms in over 90 countries. Its initial offering on the Toronto Stock Exchange sold 4.5 million shares at \$3.50 (USD) each. Two years later, Mitel Corporation began trading on the New York Stock Exchange on revenues of \$100 million.</p> <p>In 1985, Matthews and Cowpland sold 51 percent of the company to British Telecom for \$320 million. Matthews went on to found Newbridge Networks while Cowpland founded software firm, Corel Corporation. Six years later, changes in British Telecom's strategic direction caused the organization to sell its interest in Mitel Corporation. Schroder Ventures acquired British Telecom's stakes.</p> <p>In 2001 following extensive growth, Mitel Corporation's business comprised of two</p>	

main segments: communications systems (PBXs) and semiconductors. The communications systems focused on three core geographies: The United Kingdom, United States, and Canada. Mitel Corporations was a market leader, with total company sales exceeding \$1 billion (USD) annually. The telecommunications industry was shifting globally to IP communications. In 2001, Matthews repurchased 90 percent of Mitel Corporation's communications system division, along with the company name, and took it private.

As a private company, Mitel invested heavily in the research and development of IP-based communications solutions, taking advantage of the industry shift from traditional analog telephony. As a result, Mitel was in the prime position to respond to the needs of its customers when they began to migrate from their legacy systems. Mitel IP-based product revenues grew to 92 percent of total product revenue in 2007, a result of aggressive positioning and programs to encourage IP adoption in preceding years.

In August 2007, Mitel acquired US-based Inter-Tel, a single point of contact, full-service provider of IP and converged voice, video and data business communications solutions. Mitel industry-leading product portfolio and Inter-Tel's distribution and service network positions Mitel as the top choice for small and medium businesses and paves the way for continued momentum with large enterprises.

On April 22, 2010, Mitel became a publicly held corporation trading on the NASDAQ securities exchange (MITL). Mitel joined the Toronto Stock Exchange under the symbol "MNW" on June 27, 2012.

In January of 2014, Mitel announced the completion of a merger with Aastra Technologies Limited. With US\$1.1 billion of combined annual revenue and 60 million customers worldwide, Mitel now has one of the largest global footprints in the industry and is driving consolidation in the US\$18 billion business communications market.

In September 2017, Mitel continued its expansion plans with the acquisition of ShoreTel, expanding its place in the UCaaS (Unified Communications as a Service) market. The company became the first provider to serve more than one million UCaaS subscribers worldwide and led the market in total cloud seats.

In November 2018, Mitel again went private, closing a previously announced transaction with Searchlight Capital Partners to continue its next move-to-the-cloud strategy.

Most recently in November 2021, Mitel announced a strategic partnership with RingCentral in which RingCentral would become Mitel's exclusive partner for UCaaS services. The move allowed Mitel to focus on its core UC business of on-prem, private and hybrid cloud solutions, as well as introduce new subscription models for those UC services.

Today, Mitel offers an even more innovative range of IP communications and applications to more than 35 million users across more than 100 countries across the globe. Mitel has entered its latest chapter with a strong global workforce and a solid investment in R&D, geographic expansion, and global sales and marketing.

Mitel Corporate Philosophy & Values

At Mitel, we believe great communications enable organizations to thrive. By taking a unique approach that offers choice, flexibility & partnership throughout the communications lifecycle, Mitel delivers a full spectrum of communications and collaboration solutions just how each customer needs them.

Mitel provides choice, flexibility, and partnership for each customer throughout the life of their communications needs; we call it our Customer Lifecycle Management approach.

CHOICE: Years of experience tell us "one size doesn't fit all". Mitel provides choice so each customer gets the right communications solution for their needs. From deployment model to licensing to payment structures to integrations that drive essential productivity, Mitel's focus is on helping customers find the right fit, not just a single off-the-shelf fit.

FLEXIBILITY: Business needs are ever-changing. Mitel's flexible solutions support each customer's needs today and for the future with clear, simple options to expand, integrate or migrate to a new approach if and when the time is right.

PARTNERSHIP: Technology is only part of the experience. Mitel's global partner network brings practical expertise and a deep understanding of each customer's business to add real value around mission-critical technologies.

Our philosophy and customer-centered approach are fueled by Mitel's company values – Grow, Innovate, Collaborate, Trust and Respect – reborn in 2020 through a multi-month, employee-driven project to build culture from the inside out.

Industry Longevity

Mitel's unique ability to provide choice and flexibility for customers is rooted in the breadth and depth of our product and services portfolio. With 2023 marking Mitel's 50th anniversary as a business, our solutions are time-tested and the trusted choice of over 35M customers around the globe.

Today, we continue to leverage this innovation as a company to enhance, expand and evolve our core communications and collaboration solutions with new applications, strategic partnerships, and back-end integrations to meet the needs of businesses in today's modern age of hybrid work. While the examples are many, additions of video conferencing, emergency notification capabilities, mobility applications, APIs, and custom vertical integrations are just a few of the enhancements that represent Mitel's ability to support customers no matter the market dynamic or task at hand.

11	What are your company's expectations in the event of an award?	<p>Mitel has a consistent and documented history of contract growth and success from our previous awards with NJPA/Sourcwell since the award of our first NJPA contract in 2009 (\$290M+ total). Mitel's expectation is to continue our proven year over year growth and is estimating positive growth of approximately 10-15% with Sourcwell and Mitel's Vertical SLED/not-for-profit focus.</p> <p>Mitel's goal is to accelerate our growth with Sourcwell through our most recent adoption and focus on key Vertical Markets. Mitel has announced a dedicated Vertical market focus, "Vertical Single Strategic Voice". Approximately 75% of Mitel's revenue in the America's come from SLED and Not-for-Profit, Higher Education, Healthcare, Finance, and Hospitality. These named five verticals will have access to the Mitel Sourcwell contract with dedicated sales and engineering resources, laser focus for specific marketing and contract awareness, and innovation with integrations specific to the verticals.</p> <p>Sourcwell Sales \$247,806,712.16</p> <p>2022 to 09/30 \$ 24,364,219.14</p> <p>2021 \$ 34,777,707.33</p> <p>2020 \$ 34,397,029.49</p> <p>2019 \$ 31,918,592.32</p> <p>2018 \$ 29,820,121.93</p> <p>2017 \$ 25,801,599.64</p> <p>2016 \$ 25,255,046.26</p> <p>2015 \$ 22,519,661.80</p> <p>2014 \$ 18,952,734.25</p> <p>2013 \$ 15,895,072.58</p> <p>2012 \$ 8,487,520.76</p> <p>2011 \$ 10,745,429.63</p> <p>2010 \$ 5,184,431.73</p> <p>2009 \$ 2,100,865.31</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>In November 2018, Mitel's shares (MITL) ceased trading on the Toronto Stock Exchange and completed our previously announced transaction with Searchlight Capital Partners to become once again a privately held corporation.</p> <p>As a privately held company, Mitel's financial statements are not publicly available and Mitel does not disclose confidential financial details. Mitel is a financially stable company with decades of successful operation and approximately \$1 Billion in revenues globally, and the company is not currently involved in any litigation or other disputes that would have a material adverse effect on its operations. See attachment Financial Strength and Stability.zip for a bank reference letter and partner reference letters.</p>	*
13	What is your US market share for the solutions that you are proposing?	<p>US: #3 Mitel 8% North America: #3 Mitel 8%</p> <p>Source: MZA: Total Call Control Licenses Market Shares – 2021</p>	*

14	What is your Canadian market share for the solutions that you are proposing?	Canada: #3 Mitel 14% North America: #3 Mitel 8% Source: MZA: Total Call Control Licenses Market Shares – 2021	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Mitel has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Mitel is a manufacturer of dedicated instance unified communication solutions deployed on-premise and delivered from the customer's choice of datacenters sold through channel partners. Mitel maintains a sales force with Territory Account Managers and Vertical Sales Specialists focused on the following markets, Government, Education (K12 & Higher Ed), Healthcare, Finance, and Hospitality. In addition, Channel Account Managers support our Mitel Authorized Partners in all aspects of their Mitel-related business. Mitel Professional Services group provides expert implementation and installation support for all Mitel provided products as well as custom integration and development to address our Channel Partners and end customers (Sourcewell members) needs. Mitel Authorized Partners form the Indirect Channel for the delivery of the Products and services proposed in this response. These Partners purchase either directly from Mitel or through Mitel Authorized Distributors (ScanSource and Jenne). The Mitel Authorized Partners are independent businesses with a contractual agreement allowing for the resale of Mitel provided goods and services. Mitel Authorized Partners sign an addendum to be Authorized Sourcewell Selling Agents for the Mitel Sourcewell contract.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Mitel holds all appropriate business licenses for the pursuit and delivery of Telecommunications goods and services under the scope of this RFP in all 50 US states, Puerto Rico, Canada, Mexico and the Caribbean. This includes Business licenses as well as tax numbers required for reporting to the appropriate taxing entities. In addition to the local business licenses required for the pursuit of business contemplated under this RFP, Mitel requires all Authorized Partners to attain certification on the Mitel products before they are authorized to resell them. These certifications must be current for Partners to access Tech Support from Mitel and include Installation & Maintenance (Level 2) classes in each Product at a minimum. Mitel also requires their authorized business partners to execute a Sourcewell Selling Agent agreement, which is an addendum to their existing Mitel Authorized Partner agreement when doing business with qualified member organizations. This agreement extends the Sourcewell terms and conditions, states the business partner's responsibilities when leveraging the Sourcewell contract, as well as the Sourcewell sales quoting and order process.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Mitel does not have any Suspensions or Disbarments to disclose.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Mitel is a leader in the UC space, ranking in the top 3 in market share in more than 10 major markets with over 35M global users in over 100 countries. We are a dominant player in cloud, PBX, devices, and contact center.</p> <p>Mitel is a vendor you can trust and rely on when you choose your course in digital transformation. Consistently named a leader in global business communications, with over 50 years of business achievements, we are proud of all recognition and milestones. The following is a list of our most recent accomplishments.</p> <p>MITEL NAMED UC TODAY'S 2022 FINALIST IN TWO CATEGORIES – BEST ENDPOINT PRODUCT AND BEST COLLABORATION PLATFORM</p> <p>UC Awards is a global awards event that celebrates UC and Collaboration technology innovation and industry success.</p> <p>Mitel was named UC Today's 2022 finalist in two categories:</p> <ol style="list-style-type: none"> 1. Best Endpoint Product with the 600dt DECT series, and 2. Best #Collaboration Platform with MiCollab

MITEL MAKES CRM'S 2022 TOP 100 FOR BEST CUSTOMER SERVICE

On June 30, 2022, Mitel was named in the Top 100 list by CRM, for the best customer service in the fourth annual "CRM Top 100" issue, where they highlighted the hottest trends and technologies in the three pillars of CRM – customer service, marketing, and sales – as well as the 100 leading providers.

REMOTE TECH BREAKTHROUGH AWARDS MITEL 600dt SERIES PHONES "BUSINESS PHONE SYSTEM OF THE YEAR" IN 2022

On June 23, 2022, in Sunnyvale, Calif., Mitel's 600dt series Digital Enhanced Cordless Technology (DECT) handsets, which are built with plastics protected with BioCote antimicrobial technology, have been named "Business Phone System of the Year" in the 2022 RemoteTech Breakthrough Awards. This is the third year in a row a Mitel Unified Communications solution has won in this category.

MITEL NORTH AMERICAN CHANNEL LEADERS NAMED ON 2022 WOMEN OF THE CHANNEL LIST

Six of Mitel's North American channel leaders are named in the CRN, a brand of The Channel Company, 2022 Women of the Channel List, that honors the accomplishments of female leaders in the IT channel.

MITEL EARNS GOLD STEVIE AWARD FOR OUTSTANDING SALES & CUSTOMER SERVICE

Mitel's customer service department continues to strive for continuous improvement and success, making investments in tools and people. In 2021, Mitel added a Chatbot to help serve customers faster by eliminating the wait time for an agent. We also adopted AI technology and Machine Language to preempt escalations by generating a priority list of cases requiring further attention.

CRN AWARDS MITEL PARTNER PROGRAM A PRESTIGIOUS 5-STAR RATING IN 2022 PARTNER PROGRAM GUIDE

For the 4th consecutive year, Mitel's Global Partner Program earned a 5-star rating from CRN for delivering exceptional partner experiences that power growth.

Mitel, a global leader in business communications, is being celebrated by CRN®, a brand of The Channel Company, with a prestigious 5-star rating in its just-released 2022 Partner Program Guide. Mitel's Global Partner Program also earned a 5-star rating in CRN's 2021, 2020, and 2019 Partner Program Guides.

REMOTE TECH BREAKTHROUGH AWARDS MITEL MICLOUD CONNECT "BUSINESS PHONE SYSTEM OF THE YEAR" IN 2021

In Dallas on June 24, 2021, Mitel, a Unified Communications as a Service solution, MiCloud Connect, has been named "Business Phone System of the Year" in the 2021 RemoteTech Breakthrough Awards. In 2020, Mitel won in this category with its private cloud offering, MiCloud Flex.

EASTERN MANAGEMENT GROUP

Mitel Ranks Best In Value

The COVID-19 pandemic is causing companies around the globe to make prudent financial and business communications decisions, and it's in this arena that Mitel is once again recognized as a standout. In their 2020 Premises and Hosted PBX Customer Satisfaction Report for Mid-Market and Enterprise, Eastern Management Group named Mitel the overall winner in the Best Value category. The Best Value distinction encompasses on-site/premises, hybrid and cloud (public or private) unified communications solutions.

To learn more, see Eastern Management Group's complete write-up featured in NoJitter

Source www.Mitel.com, written by Kurt Schindler, Mitel Industry Analyst Relations

TMC HONORS MITEL FOR OUTSTANDING WORKPLACE CULTURE

TMCnet Tech Culture recognizes the best-of-the-best work cultures within the technology sector, honoring organizations committed to continuously improving the work-life balance of their employees.

MITEL BECOMES FIRST VENDOR TO REACH 5 MILLION CLOUD SUBSCRIBERS

		<p>Source www.Mitel.com</p> <p>REMOTE TECH BREAKTHROUGH NAMES MITEL MICLOUD FLEX "BUSINESS PHONE SYSTEM OF THE YEAR" IN 2020</p> <p>In Dallas on October 23, 2020, Mitel, has been named "Business Phone System of the Year" for its MiCloud Flex private cloud solution by RemoteTech Breakthrough Awards 2020.</p> <p>CROWN COMMERCIAL SERVICES Mitel Appointed Supplier for Network Services 2 Framework (RM3808)</p> <p>Mitel communication and collaboration solutions will help UK Public Sector Organizations to modernize their operations and support more effective engagements with citizens. The Network Services 2 framework (RM3808) is for the provision of network and telecommunications services and Mitel has been appointed as a supplier for 3 Lots:</p> <p>Lot 5 - IP Telephony Services Provision of end-to-end IP telephony services with the ability to connect to the PSTN, including associated equipment.</p> <p>Lot 10 - Unified Communications Provision of unified communications solutions to provide a consistent user interface across multiple devices, providing a cohesive end-user experience.</p> <p>Lot 13 - Contact Center Services Provision of call/contact center services.</p> <p>Source www.Mitel.com, Case Studies</p> <p>The Frost RADAR® North American Hosted IP Telephony and UCaaS Market</p> <p>Frost & Sullivan ranks Mitel the highest on the growth index of the 2019 Frost & Sullivan RADAR for Hosted IP Telephony and UCaaS.</p> <p>Mitel has been recognized as a leader in growth and industry innovation by Frost & Sullivan. Based on a review of 30 IP Telephony and UCaaS providers in North America, Mitel ranked highest in the growth index due to rapid growth, unique architecture and a strong focus on innovation.</p> <p>According to their findings, Mitel's cloud deployment options, comprehensive applications suite and modular solutions enable Mitel to meet even the most complex communication needs.</p>	
20	What percentage of your sales are to the governmental sector in the past three years	Within the U.S. in the past three years, government sector sales have represented 28% of Mitel's overall sales.	*
21	What percentage of your sales are to the education sector in the past three years	Within the U.S. in the past three years, education sector sales have represented 56% of Mitel's overall sales.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>A formatted version of the table below is provided in the attached document Additional Documents.zip.</p> <p>U.S. GOV'T CONTRACT SALES VOLUME BY YEAR</p> <p>SOURCEWELL</p> <p>2022 to 9/30 24,364,219.14</p> <p>2021 34,777,707.33</p> <p>2020 34,397,029.49</p> <p>2019 31,918,592.32</p> <p>TOTAL 125,457,548.28</p> <p>NY OGS</p>	

2022 to 9/30
441,361.95

2021
1,175,827.51

2020
1,441,319.51

2019
136,165.86

TOTAL
3,194,674.83

TX DIR

2022 to 9/30
197,894.82

2021
769,136.81

2020
269,955.27

2019
582,336.84

TOTAL
1,819,323.74

CMAS

2022 to 9/30
53,487.76

2021
71,438.10

2020
0

2019
260,050.73

TOTAL
384,976.59

State of Utah (1)

2022 to 9/30
212,846.20

2021
94,373.05

2020
0

2019
0

TOTAL
307,219.25

State of Louisiana (2)

2022 to 9/30
82,286.70

2021
0

2020
0

2019
0

TOTAL
82,286.70

PEPPM PA (3)

2022 to 9/30
27,161.35

2021
0

2020
103,729.37

2019
88,033.42

TOTAL
218,924.14

TIPS (3)

2022 to 9/30
0

2021
288,814.90

2020
158,131.25

2019
0

TOTAL
446,946.15

USETPA (3)

2022 to 9/30
0

2021
0

2020
11,977.35

2019
0

TOTAL
11,977.35

TOTALS

2022 to 9/30
25,379,257.92

2021
37,177,297.70

2020
36,382,142.24

2019
32,985,179.17

(1) contract award mid-2021

(2) contract award Dec 2021

(3) customers chose Sourcewell over this contract

23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA CONTRACT SALES VOLUME 501,162.16 2022 to 9/30 229,070.93 2021 195,879.85 2020 49,043.61 2019 27,167.77	*
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Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
New York City Department of Education (NYCDOE)	Joseph Lacoviello	719-935-5116	*
City of Baltimore	Simon O. Etta	410-396-4926	*
School District of Philadelphia	Nicole Mollichella	215-400-6563	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
N/A	Education	New York - NY	New Installs of dedicated instance UC solutions and applications in multiple locations/Upgrades/Spares	341 transactions/Avg. \$64,968	\$ 22,154,410.97	*
N/A	Education	California - CA	New Installs of dedicated instance UC solutions and applications in multiple locations/Upgrades/Spares	106 transactions/Avg. \$28,392	\$ 3,009,552.30	*
N/A	Government	Tennessee - TN	New Installs of dedicated instance UC solutions and applications in multiple locations/Upgrades/Spares	64 transactions/Avg. \$23,254	\$ 1,884,450.71	*
N/A	Education	Maryland - MD	New Installs of dedicated instance UC solutions and applications in multiple locations/Upgrades/Spares	12 transactions/Avg. \$157,037	\$ 1,488,284.00	*
N/A	Education	Virginia - VA	New Installs of dedicated instance UC solutions and applications in multiple locations/Upgrades/Spares	11 transactions/Avg. \$128,298	\$ 1,411,282.12	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	Mitel maintains a sales force of 105+ Territory Account Managers, Vertical Sales Specialists, Sales Engineers, Solutions Architects, Channel Account Managers and National Account Managers covering the US, Canada, and the Caribbean. These Mitel employees provide direct sales support for end user customers and our indirect channel partners.	*
27	Dealer network or other distribution methods.	1,419 Mitel Authorized Partners maintain their own Sales and Service teams. These Partners are in and provide service for all US states, all Canadian provinces, and the Caribbean.	*
28	Service force.	Mitel's 250 support and services staff, backed up by a further 200 international staff, will be available to assist in the deployment, maintenance, service, and support of the solution. Our 1,419 Mitel Channel Partners must maintain technicians certified by Mitel to service the Mitel solutions that they supply to Sourcewell members.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>We have instituted and evolved our government contract order process to ensure compliance with our current Sourcewell contract. The process has been documented internally and is subject to both internal and external audit. All orders receive final approval by our Finance VP and Government Contract Manager prior to shipping to assure 100% compliance.</p> <p>Opportunity is identified, confirmed as qualified for Sourcewell, and placed in Salesforce.</p> <p>Only Authorized Sourcewell Selling Agents can utilize the Mitel CPQ pricing tool to generate a compliant quote.</p> <p>We verify that the end-user is a member of Sourcewell and, if not, Sourcewell membership instructions are provided so that they can sign up.</p> <p>A quote generated from CPQ automatically applies the appropriate Sourcewell discounts.</p> <p>Partner provides contract compliant quote to customer/end-user with Sourcewell contract number.</p> <p>In accordance with the contract, either the end-user or Authorized Sourcewell Selling Agent can issue a PO to Mitel's Government Order Desk (USGovernmentSales@mitel.com).</p> <p>All government orders must reference the Mitel Sourcewell contract number and meet the criteria of the Sourcewell ordering instructions before they are processed.</p> <p>Government or Partner PO is held until the order passes all Sourcewell compliance review and approval.</p> <p>Once all approvals have been received, the order is processed, fulfilled, and shipped and invoiced.</p> <p>In the case that an end-user order to Mitel includes implementation services, the customer is invoiced in full upon completion and cutover unless otherwise negotiated. The end-user signs a Delivery and Acceptance Certificate confirming the installation is complete and there are no outstanding issues.</p> <p>All Sourcewell orders are logged monthly to ensure that appropriate contract fees are paid, and sales reports are submitted on a quarterly basis.</p> <p>Mitel will oversee all compliance and sales reports that will be reviewed for audit, and quarterly reports will be submitted to Sourcewell as required.</p> <p>For a copy of our current Sourcewell Ordering Process for MiVoice Business, MiVoice Office and MiVoice MX-ONE platforms, please refer to Government Contract Order Processes.pdf provided in Additional Document.zip.</p> <p>Our Authorized Channel Partners are required to complete an on-line course in the Mitel LMS system and, following completion of the course, must agree in writing to comply with all the terms and conditions of the Sourcewell contract before Mitel authorizes the partner to participate in utilizing the Sourcewell contract. Following course completion and such written agreement, they may accept the end-user's PO and issue their own PO to Mitel's Government Order Desk or Government Distributor team. Our Contracts Management Group maintains a list of all Authorized Channel Partners who have been authorized to act as a reseller under the Sourcewell contract. This list is updated as partners become selling agents and shared with our Government Order Desk and Government Distributor team.</p>	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Through Mitel's Customer Care Center, Mitel provides customer service 24 hours a day 365 days per year by utilizing a combination of Customer Care Center Agents & Dispatchers, Remote Support Engineers, and Field Services Engineers.</p> <p>The Customer Care Center provides a single point to receive inbound requests for support, log the requests into a central Incident Management System (SAP), track all customer requests (Open & Closed), and provides for the dispatch of the requests to the appropriate resource for resolution.</p> <p>We categorize Requests for Repair Service into three categories:</p> <ul style="list-style-type: none"> • Medium (Standard) - Involve issues that have minimal or no impact on the customer's operation or business. It is acceptable if the problem is not resolved immediately. Typically, these are responded to within 1 business day. • High - Involve issues that have moderate impact to a customer's operation or business that require same day response. Any request given this level is reviewed by Care Centre Management. • Catastrophic - Include issues that include no incoming or outgoing calls, entire system inoperable, attendant console inoperable, and/or 20% of the system is inoperable. Other applications such as voice mail, call recording, and call accounting may also fall into this category. This category requires immediate response, with remote response within 1 hour of the issue being reported. If on-site support is required, response is within 3 hours of the issue being reported. <p>Move, Add, or Change (MAC) Requests are typically responded to within 3 - 5 Business Days.</p> <p>Mitel identifies that each reported request for service is treated individually. The time frame for progressing from one level to the next is unique in each instance.</p> <p>All Mitel Remote Support Engineers & Field Engineers adhere to a strict training requirement that ensures that they are certified on the latest applications and software versions within 30 days of release.</p> <p>Mitel Partners are the first line of support and service for their customers. Mitel supports all our Channel Partners under the program detailed above for Tier 2 and Tier 3 escalations. Each partner has their own process for supporting their customers. These agreements fall under the locally negotiated terms and conditions for each sale to a Sourcewell member.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Mitel has over 1,419 authorized partners in the US. We have partner representation in all 50 states. Of the 1,419 plus partners, we currently have approx. 300 partners, as authorized Mitel Sourcewell Selling agents for the current Sourcewell contract. Our partners are heavily focused on the SLED vertical and view the Sourcewell contract as a significant competitive differentiator in the market.</p> <p>Mitel sells its solutions through 2 distributors in the US; Jenne and ScanSource. Between these two distribution partners, there are approximately 1,419 authorized Mitel partners procuring products and services. Our distributors also have a partner network of over 30,000 VARs, agents, and ISVs that could potentially be recruited into the Mitel partner community as we continue to expand. Our distributors have sales and support teams dedicated to support and grow the Mitel relationship within our partner base. These support services include sales, marketing, pre- and post-sales support, training, design, and professional services. Our distributors are an extension of our overall partner coverage model, and will assist in the configuration, quoting, delivery, and reporting aspects associated with this contract. They will work closely with the Mitel government team to ensure smooth processes in support of this contract.</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Mitel global headquarters is in Kanata, Ontario, Canada (a suburb of Ottawa). Mitel has been successfully selling our products in Canada for 45 years and has significant existing customers in the Canadian Provincial and Federal government sector as well as major Canadian Universities. Our current Sourcewell contract 022719-MBS has already been extended to CANOE with Canadian pricing approved and we fully intend to continue to pursue Canadian business under any contract resulting from this procurement.</p> <p>Additionally, Mitel is organized under the same sales leadership organization in the US, Canada, and CALA. We have already garnered interest from the CALA team in extending the Sourcewell contract to Puerto Rico and the Caribbean and discussions continue with the Mexican Federal Government with respect to validating Sourcewell as a contract purchasing vehicle for Mexico D.F.</p>

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Mitel and its Partner channel can and will cover all geographic areas in the United States including Hawaii, Alaska, and US Territories (Guam, American Samoa & Puerto Rico, etc.) and all provinces of Canada.	*
34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Mitel will leverage and lead with the Sourcwell contract to all qualifying Sourcwell market segments in the U.S. and Canada (Government, Education, and Non-profit). We have no conflicting cooperative purchase contracts that limit our ability to promote our Sourcwell contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We have no unique requirements or restrictions to Sourcwell members located offshore.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Mitel has learned from our previous experience with marketing Sourcwell contracts that multiple avenues and tactics are required for success. Mitel's sales support organization, consisting of Mitel sales staff and management; Mitel channel support, consisting of channel account management; product management; product marketing, field marketing, and corporate marketing; and the wider channel support organization, represent the front line when it comes to the promotion of a Sourcwell contract.</p> <p>Over 75% of Mitel's revenue in North America is achieved through five verticals, one of which is SLED. Focusing on vertical sales is one of Mitel's core strategic go-to-market priorities as we move into 2023, which drives a reorientation toward and prioritization of vertical marketing campaigns, including integrated campaigns vertically aligned to Government and K-12 education, among others.</p> <p>Mitel's key stakeholders (often in concert with Sourcwell resources) define Mitel's solutions for the vertical market segments that the contract addresses, the usefulness of cooperative contract purchasing, and the clear benefits of the Sourcwell value proposition for Mitel's channel partners through the Mitel Sourcwell Selling Agent Program.</p> <p>Mitel recognizes the importance of incenting channel resources at all levels to address these markets via the Sourcwell contract. This starts with a clear financial advantage to Sourcwell members, and a Selling Agent Program that rewards channel partners, channel account managers and Mitel sales staff for Sourcwell contract sales. While Mitel has successfully implemented both compelling discount levels for members and attractive compensation for our channel, we are constantly exploring how to improve the program. The objective is for partners to expand on what might otherwise be a onetime foray into the market served by the Sourcwell contract by incenting them to build a sales practice focused on the Sourcwell membership. This expansion effort is supported by regular SLED touchpoints, including a SLED Partner Forum and specialty content and resources, as well as incentives designed solely for partners selling into vertical markets supported by the Sourcwell contract.</p> <p>Mitel has hosted quarterly Sourcwell partner webinars with attendance by over 360 partners throughout 2022. A sample of the email sent to Mitel partners is included in the attachment Marketing Plan_Samples.zip.</p> <p>Additionally, we leverage our channel distribution partners, which give Mitel access to approximately 20,000 re-sellers, managed service providers, integrators and telephony service providers. Mitel's relationship with Sourcwell is a selling point with prospective partners looking to grow their SLED base. We also work through our distribution partners to provide enhanced and expanded sales and technical support and training; design and configuration tools; marketing consultation and support; flexible financing options; and access to Mitel and industry subject matter experts.</p> <p>Marketing to the internal Mitel audience, initially and repeatedly, ensures a consistency of message and approach enabling us to maximize awareness of the opportunities to leverage the Sourcwell contract on a daily basis. The vertical sales group establishes and maintains the messaging alongside Mitel Marketing and Sales Enablement/Training. Sales training modules have been established to reinforce the training, with testing to certification ensuring that awareness of the message is consistent and complete. All Mitel partners must complete a Mitel training course to become a Mitel Authorized Selling Agent for the Sourcwell contract.</p>

Once the initial announcement of the contract award is communicated internally through email and our Salesforce.com Chatter channel we will extend the announcement to the Channel through our weekly Marketing Flash to all our Partners with follow-up and reinforcement by all the Channel Account Managers. Additionally, the award will be announced on Twitter, LinkedIn, and other social media channels, as well as traditional press release (pre-approved by Sourcewell) sent to industry channels and posted on the mitel.com website. Mitel will collaborate directly with Sourcewell marketing to engage in joint promotional storytelling including customer success stories, media pitches, video chats, and joint social media campaigns. Since we have an existing group of Mitel Sourcewell Selling Agents, we will launch a campaign to re-sign new agreements with the new contract number and a campaign targeted directly at those Partners who are not currently Selling Agents. Our focus is to educate and train them on the value of the Sourcewell contract and use the new contract as a springboard to energize the Channel and enable the Channel to attack the SLED and Non-profits markets successfully.

Mitel also participates in key industry specific trade shows and events on a national and global basis. Since our first Sourcewell contract award, Mitel has participated in a wide variety of procurement-oriented trade shows with Sourcewell, including NIGP, CAPPO, FAPPO, APG, and NASPO. Mitel has a record of attending CETPA for K-12 and CCISDA in California, as well as Enterprise Connect and regional meetings to market to the Higher Ed IT community. Additionally, we have attended and sponsored regional NIGP Chapter meetings throughout the United States, notably in ID, OR, CA, AZ and FL, as well as several regional GovEd IT organizations (e.g. CISOA). Each of these shows present us with the opportunity to promote the Sourcewell contract and have resulted in substantial business. We welcome the advice and counsel of Sourcewell in directing our efforts with respect to participation in trade shows.

The marketing samples provided are examples of several of our non-vertical campaigns and represent the asset types and quality of materials that a Mitel/Sourcewell sponsored campaign might look like. This campaign can be executed directly by Mitel or by a Mitel Channel Partner selling agent for Mitel's Sourcewell contract.

See attachment Marketing Plan_Samples.zip provided with our response.

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Mitel has embraced technology and use of digital data in all forms of marketing (Digital Infrastructure, Demand Generation capabilities, Social Media outlets and Partner Portal infrastructure) to directly reach organizations qualified to leverage Sourcewell, identify prospects in the buying cycle, reach out to existing qualified Mitel customers and to extend marketing through our channel partners that serve the market on behalf of Mitel.</p> <p>Mitel.com provides extensive visibility and placement for Government solutions and the relationship with the Sourcewell agreement. Through Mitel's 50-year history, Mitel has built out an extensive web presence and is well understood as a leading market player in the Unified Communications space via analyst endorsement and digital search indexing notoriety. The Solutions area of mitel.com has dedicated space and information for its top vertical spaces including the Government and Education verticals. This represents a great opportunity to promote the Sourcewell buying agreement and the accompanying solutions that are applicable to an organization purchasing via Sourcewell. As a current Sourcewell aligned provider, Mitel has a dedicated Sourcewell presence on mitel.com at https://www.mitel.com/government-contracts/sourcewell-vendor and considerable reputation as a supplier to US Federal, State and Local organizations. Numerous case studies can be found at https://www.mitel.com/learn/case-studies. Mitel intends to further build out its Vertical presence on mitel.com in 2023 which would include a refresh and build out of Sourcewell details.</p> <p>Organic Search credibility built up over long term provides excellent placement for Organic search. Driving business growth through organic search has been a pillar of Mitel's digital strategy for over 5 years. As a result of constant content creation and refresh in all information categories, Mitel's organic search reputation via major search engines is superior to that of competing companies with far larger budgets. This results in Mitel showing up on top organic search lists more often than competitors driving more general search for Sourcewell aligned Government solutions via mitel.com.</p> <p>Search intent data provides insight to organizations in the buying cycle and ability to push Mitel solutions catered by Sourcewell contract at those prospects. Through Mitel's market leading digital marketing systems and infrastructure, we can determine search content for customers we are aware of from previous sales or organizations we are targeting. This technology provides "search intent" data that can facilitate contact, lead capture and sales engagement while the customer is in the discovery and early buying cycle. Quick capture of this information allows Mitel to mobilize sales resources and partners to approach prospects, driving up the probability of a successful sale under Sourcewell.</p> <p>In addition, once Mitel has acquired user data via search on mitel.com or other, we can deploy explicit personalization based on that user data and the search data on mitel.com. These personalization techniques allow us to serve up specific content that would apply to their likely search criteria. For example, a contact at a local government jurisdiction that lands in the Government solutions area of the site, can be led toward Sourcewell aligned solutions and commercial terms represented on mitel.com.</p> <p>All this data is used to target applicable follow up demand generation content through a sophisticated email and digital placement approach to drive further lead capture.</p> <p>Social Media outlets are used to promote capability and success stories. Mitel utilizes four major social media channels globally. The primary English-speaking social media accounts include Twitter, Facebook, LinkedIn and YouTube. We also have various in-language regional social media accounts in EMEA, APAC, and RoW. The Social media accounts keep Mitel relevant amongst followers, providing a platform to share marketing collateral. We also encourage our 3,500+ employees to tag and share Mitel on their social media accounts as well. All of this enables Mitel to create content targeted at SourceWell buying organizations and mobilize via a broad social media network.</p> <p>Distribution to Extensive list of Channel partners. Mitel as an extensive US channel partner network that is 1,419+ organizations strong. Mitel deploys a Partner Resource Management system called PowerUp serving channel partners with product and partner program content, marketing campaigns and tools for running Mitel campaigns from within the portal while integrating lead capture between Mitel and the partners business demand capture systems. With this market leading partner infrastructure, Mitel can serve Mitel government vertical and Sourcewell content to leverage the power of each of those partners sales and marketing resources and extend Mitel's reach to each small government organization, or local jurisdiction, education institution, or non-profit in small regional locations. Way beyond the reach of mitel.com.</p> <p>Connection of information to promote Field and Industry Event Placement. Finally, with the knowledge garnered through prospects search and placement, Mitel can leverage its comprehensive digital infrastructure to drive prospects to industry, localized partner events and digital webinar opportunities applicable to their interests and geography.</p>
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38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Mitel views Sourcewell as our major contract partner, playing a key role in several aspects of the marketing of a contract resulting from this procurement. Sourcewell has provided excellent materials regarding the value of Contract Purchasing and the unique value proposition that Sourcewell brings to its membership. Sourcewell's vendor resources and marketing materials are key to our shared contract success. These materials include Videos, YouTube, and Talkin Tactic's Webinars that allow Mitel to educate our sales teams and Channel partners on the value of Sourcewell and State procurement rules and regulations. The printed Sourcewell marketing materials such as About Us, COOP Purchasing Reference Guide, Cooperative Contract Selling Solutions, Compliant, Competitive, and Convenient brochure(s), as well as the flexibility and ability to offer co-branded contract announcement sheets as .PDF documents, for distribution to Channel partners, Members and potential members, offer Mitel the competitive advantage to always lead with Sourcewell. In addition, the training support provided by Sourcewell in the form of webinars, Power Points, Get to Know Us meetings, Sourcewell University regional events, and, in some cases, for our larger strategic Partners, in person training has all been invaluable and we would be grateful for their continuation. In addition, we have found the attendance and sponsorship of Sourcewell at trade shows for procurement officials to have significant impact on the acceptance of the contract and look forward to that activity in support of any contract resulting from this procurement.</p> <p>Sourcewell has graciously accepted our invitation over the years to participate in our annual Business Partner Conference and Mitel Next events, attending our Solutions Showcase, breakout sessions and annual awards banquet where we have recognized our top Sourcewell Partners. We hope that Sourcewell will continue to support our efforts to recognize and applaud those top performers within the Mitel Partner community.</p> <p>In addition, Sourcewell has been a part of our Consultant Relations program assisting with an unusual effort to bring awareness of the Contract Purchasing value proposition to the Telecommunications consultant community. We have seen this effort changing the nature of the consultant role in favor of Sourcewell and appreciate Sourcewell's willingness to partner with us to drive this home. Our Mitel Consultant Relations Program Director has been elected President of the Society of Communications Technology Consultants (SCTC) and continues to use his position to foster awareness of the value of Cooperative purchasing contracts within the consultant community.</p>	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Mitel solutions are designed specifically to meet each member's needs and do not lend themselves to a commodity-based e-procurement model. Mitel is, however, continuing to explore e-procurement for a limited number of simple items not requiring extensive dependent elements. We are also exploring adding the Sourcewell contract ordering to the Mitel Online Store to facilitate and enhance the partner ordering process on behalf of their customers. We remain in discussion with Sourcewell with respect to the use of the Sourcewell e-procurement portal.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Training Services Overview Mitel training courses are designed specifically for the following workers:</p> <p>End user: An interactive tutorial is provided through the Mitel IP Phone Feature Teacher.</p> <p>Operator: Classes teach call handling and familiarize operators with the consoles. Feature Teacher is available at no cost.</p> <p>System administrator: Courses help all those responsible for configuring, monitoring and managing the system and user extensions. Online courses currently range from \$0.00 to \$439.00 to \$995.00 depending on the content.</p> <p>System management: System managers learn advanced network management and are oriented on all relevant applications. Online Self-study for System Administrators is \$995.00.</p> <p>Our training delivery methods and schedules are optional and flexible, allowing customers to determine what works best according to your timelines and resources. Classes led by Mitel instructors or certified local Mitel partners can be held in a choice of different languages, depending on your needs.</p> <p>Instruction styles: Classroom Instructor-Led. In-class, leader-led training delivers traditional classroom instruction at a certified Mitel training facility. Classes include theoretical instruction and practical hands-on exercises using Mitel equipment. Pricing ranges from \$995 to \$5,000+ depending on the course and duration. Travel, food and lodging is at the student's expense. Onsite Instructor-Led. A full instructor-led classroom experience held at a local or customer location. These classes also include theoretical instruction and practical hands-on exercises with Mitel equipment. Pricing customized based on courses provided and number of students Remote Instructor-Led. A full instructor-led classroom experience for remote students— no travel required (or associated local equipment, travel or costs). The practical hands-on exercises leverage cloud- or classroom-based Mitel equipment, which students will access remotely through minimal local setup. Web-based Interactive. Web-based courses provide online media-rich training that typically includes simulations, videos, sound effects or voice-over. Self-Study. Students download online course materials, study at their own convenience and are tested online.</p> <p>Feature Teacher End User Training The Mitel Feature Teacher tutorial offers self-paced interactive instruction to end users. This media-rich online tool allows users to explore functions available on MiVoice IP Phones in relation to the Mitel solution.</p> <p>Through the browser interface, users will be able to explore a Mitel IP Phone, view its buttons and keys; and watch animations that describe features, such as Speed Call, Transfer and Conference. For more detailed knowledge, users can take a tour of features and learn their way around some of our applications, such as MiTeam Meetings and MiCollab Client.</p> <p>The guided tutorial mode includes pop-up prompts with voice over. Whereas an unguided tutorial allows users to test their knowledge of feature operation without prompting.</p> <p>The tutorials are updated as Mitel adds new sets, functionalities and user applications to its portfolio.</p> <p>There is no cost, and the training is available from Mitel's website: http://training.mitel.com/cw/WebSite/techTraining/mercury/Desktop%20End%20User-new.htm</p> <p>In addition, all Mitel Partners provide end user training customized for each member. The pricing for this training is negotiated between the partner and the Sourcewell member.</p>
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41	Describe any technological advances that your proposed products or services offer.	<p>Mitel's products and solutions have always been inspired by the needs of its customers and the technological trends that will fulfill them. By sustaining this focus, Mitel has consistently been hailed in the marketplace as both a technological pioneer and a visionary. These characteristics will ensure Sourcewell customers' Mitel investment today will not only satisfy your present needs but also any future requirements as you evolve and grow.</p> <p>As mentioned elsewhere in this response Mitel's investment protection is second to none with customers being able to have had a smooth migration with Mitel from TDM to IP, from appliances to virtualized servers and on premises to cloud. A customer could have migrated with Mitel for well over 30 years maintaining their investment for as long as practically possible. Alongside this Mitel continues to develop in open standards and platforms with Unified Messaging, Speech Auto Attendant solutions, Contact Centers and Mass Notification systems that are multi-vendor capable allowing customers to also maintain their investment in other vendor systems while enabling business enhancements and additional safety applications.</p> <p>Mitel solutions are network vendor neutral and can be deployed on any standards-based network. Mitel also has several Digital Enhanced Cordless Telephony solutions (DECT and SIP-DECT) that allow for specialized cordless telephony in environments where other wireless technologies are not suitable. For example, in hospitals and warehouses. Mitel also continues to invest in integrating with Microsoft applications that work with Mitel systems through Office 365 and Teams and has a library of REST APIs for easy integration options with a very wide variety of 3rd party applications.</p> <p>Mitel continues to invest in both on site and cloud technologies with Mitel's strategy and roadmap providing cloud applications for all existing platforms so that Mitel customers can add newly developed and yet to be developed cloud applications to their Mitel dedicated instance solution. Mitel CloudLink is the platform that enables communications between an on-premise MiVoice PBX and cloud-based applications. Mitel has containerized our solutions enabling customers to migrate with Mitel to public cloud platforms such as Amazon Web Services, Azure with more to come shortly.</p> <p>Mitel is expanding our customer interactions solutions through a unique partnership with Google to leverage the Google AI in our Contact Center solutions. This technology presents the customer with the ability to utilize the AI (Bot) as a front-line contact element that learns over time and a resource for the contact center agent while learning from them.</p> <p>Mitel's relevance and success in technology innovation, investment protection, market consolidation can be proven over many years, and in that time Mitel's focus on the customer has never waned. As we look to the future, you can expect Mitel to discover even better ways for Sourcewell customers to simplify their business and gain competitive advantage. With Mitel's proven past and purposeful future, you can go ahead and plan knowing that this telecommunications partner already has you covered.</p>
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Mitel leads corporate change with respect to the environment through an inside-out philosophy. This philosophy is manifested by the steps we have taken to improve various aspects of our business operations with respect to the environment and environmental impact. More specifically, we have assessed our performance against both the legal and regulatory requirements, as well as against the commitment in our Code of Business Conduct to "protect the environment and promote environmental concerns." These assessments have led to many initiatives at Mitel, some of which are described below.</p> <p>Corporate Governance Mitel maintains a Design for the Environment (DfE) program, which actively seeks to reduce the environmental impact of Mitel products through documented design objectives and targets for each new product. The program is tailored to meet the Mitel design community's specific needs and is based on CSA Guideline Z762-95 "Design for the Environment", as well as ECMA standard ECMA-341.</p> <p>Green Partnerships & Initiatives</p> <p>Mitel has partnered with companies that are actively working on developing sustainable IT solutions. Mitel's partnership with Oracle to develop such innovative technology as the Sun Ray thin client incorporates the functionality of the phone and PC into one device. This innovative solution reduces the amount of power consumed by a traditional PC desktop from 80 watts down to four watts. From the perspective of a 1,000-user system, the total power consumed would be reduced by 76,000 watts.</p> <p>The North American Climate Registry Mitel is a founding member of the Climate Registry (www.theclimateregistry.org). A nonprofit partnership, the Climate Registry seeks to develop an accurate, complete, consistent and transparent measurement protocol for greenhouse gas emissions. This protocol can support voluntary and mandatory greenhouse gas emission reporting policies for registry members and reporters. The majority of members are government agencies, energy companies and consulting firms; however, corporate memberships are also growing.</p>

Green Product Manufacturing

Mitel outsources all manufacturing to various manufacturing Electronics Manufacturing Services (EMS) providers, depending on the product and geographic region. Mitel's low-volume and legacy products are made in North America. All high-volume products are made in China or Malaysia.

Mitel requires that our entire contract manufacturing partners be ISO 14001 certified, which requires complying with all applicable legislation, continually monitoring their environmental aspects and impacts, preventing pollution, and striving for continual improvement in environmental performance.

Green Product Packaging

As part of the Mitel ISO 14001 Environmental Management System, Mitel has established a program for reducing product packaging waste and the use of recyclable product packaging. Mitel continually audit and track standard benchmarks, metrics and records based on ISO standards.

Mitel product packaging materials adhere to the EU Directive on Packaging and Packaging Waste (94/62/EC). This directive maintains that the total combined concentration levels of lead, cadmium, mercury and hexavalent chromium in packaging or packaging components shall not exceed 100 parts per million.

The recovery maximum rate of packaging waste and the recycling maximum rate of packaging materials contained in packaging waste (directive 2004/12/EC) is 10 percent. The concentration level of heavy metals present in packaging (directive 94/62/EC) is 90 percent. There are no heavy metals present in Mitel's packaging materials.

Environmental Standards & Functionality

ISO 14001 Environmental Management

Mitel has complied with ISO 14001 since 1999 under certificate #87422.

IEEE 1680 Standard for Environmental Assessment of Personal Computer Products

Mitel has chosen Dell as its standard supplier for personal computer products. Dell has an environmental approach paralleling Mitel's and meets ISO 14001, RoHS and WEEE standards, as do all of Mitel's other suppliers.

RoHS Directive 2002/95/EC (also included in IEEE 1680)

Since 2006, all Mitel products have been compliant with the RoHS Directive.

CSA Z762-95 Design for Environment

Design for Environment is a core element of our product requirements cycle and is championed by the Chief Technology Officer, a member of Mitel senior management.

ECMA-341 E-Waste

Mitel has managed an e-waste program for a number of years. Mitel monitors and manages its own diversion rates and provides take-back programs in its key markets. Mitel has two recycling partners who are ISO 14001 certified.

WEEE 2002/96/EC

Mitel has maintained a WEEE program since 2005.

Energy Star

A critical aspect of Mitel's environmental management program and community stewardship is the power design requirements of its products. As a result, Mitel's desktop appliances lead the industry in minimum power consumption rates, embodying the principles upheld by the Energy Star standard.

Recycling:

Mitel has partnered with Rid UK and Global Investment Recovery, two ISO 14001 certified e-waste recycling companies, to ensure certified and proper disposal of hazardous and universal waste produced from the destruction of telephony-related equipment and electronics.

In the US, Mitel has partnered with Global Investment Recovery Inc. (GIR), a signatory to the Electronics Recycler's Pledge of True Stewardship. GIR has signed on in Nevada, Florida, South Carolina, and Maryland, ensuring national coverage.

Mitel corporate headquarters in Canada has implemented a comprehensive recycling program that diverts up to 65 percent of Mitel's waste from day-to-day operations. As part of Mitel's ISO 14001 certification, a percentage of recyclable (65 percent), reusable (19 percent) and package (72 percent) recyclability are tracked. Our disassembly time is 1,554 seconds.

		<p>Additional Mitel recycling activities include: All telephony equipment designated as e-waste is decommissioned at local area facilities.</p> <p>Equipment decommissioning and destruction practices are respectful to the environment.</p> <p>Scrap metal and precious metal components are recovered and recycled for reuse.</p> <p>Mitel IP sets and controllers contain lower levels of harmful chemicals including lead, mercury, hexavalent chromium, cadmium, polybrominated biphenyl (PBB), and polybrominated diphenyl ether (PBDE) flame retardants. As a result, these products are Restriction of Hazardous Substances (RoHS) compliant. Mitel's United Kingdom location is waste electrical and electronic equipment (WEEE) compliant.</p>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Environmental Standards & Functionality</p> <p>ISO 14001 Environmental Management Mitel has complied with ISO 14001 since 1999 under certificate #87422.</p> <p>IEEE 1680 Standard for Environmental Assessment of Personal Computer Products Mitel has chosen Dell as its standard supplier for personal computer products. Dell has an environmental approach paralleling Mitel's and meets ISO 14001, RoHS and WEEE standards, as do all of Mitel's other suppliers.</p> <p>RoHS Directive 2002/95/EC (also included in IEEE 1680) Since 2006, all Mitel products have been compliant with the RoHS Directive.</p> <p>CSA Z762-95 Design for Environment Design for Environment is a core element of our product requirements cycle and is championed by the Chief Technology Officer, a member of Mitel senior management.</p> <p>ECMA-341 E-Waste: Mitel has managed an e-waste program for a number of years. Mitel monitors and manages its own diversion rates and provides take-back programs in its key markets. Mitel has two recycling partners who are ISO 14001 certified.</p> <p>WEEE 2002/96/EC Mitel has maintained a WEEE program since 2005.</p> <p>Energy Star: A critical aspect of Mitel's environmental management program and community stewardship is the power design requirements of its products. As a result, Mitel's desktop appliances lead the industry in minimum power consumption rates, embodying the principles upheld by the Energy Star standard.</p> <p>Recycling: Mitel has partnered with Rid UK and Global Investment Recovery, two ISO 14001 certified e-waste recycling companies, to ensure certified and proper disposal of hazardous and universal waste produced from the destruction of telephony-related equipment and electronics.</p> <p>In the US, Mitel has partnered with Global Investment Recovery Inc. (GIR), a signatory to the Electronics Recycler's Pledge of True Stewardship. GIR has signed on in Nevada, Florida, South Carolina, and Maryland, ensuring national coverage.</p> <p>Mitel corporate headquarters in Canada has implemented a comprehensive recycling program that diverts up to 65 percent of Mitel's waste from day-to-day operations. As part of Mitel's ISO 14001 certification, a percentage of recyclable (65 percent), reusable (19 percent) and package (72 percent) recyclability are tracked. Our disassembly time is 1,554 seconds.</p> <p>Additional Mitel recycling activities include:</p> <ul style="list-style-type: none"> • All telephony equipment designated as e-waste is decommissioned at local area facilities. • Equipment decommissioning and destruction practices are respectful to the environment. • Scrap metal and precious metal components are recovered and recycled for reuse. <p>Mitel IP sets and controllers contain lower levels of harmful chemicals including lead, mercury, hexavalent chromium, cadmium, polybrominated biphenyl (PBB), and polybrominated diphenyl ether (PBDE) flame retardants. As a result, these products are Restriction of Hazardous Substances (RoHS) compliant. Mitel's United Kingdom location is waste electrical and electronic equipment (WEEE) compliant.</p>

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Mitel is limited as it has strict requirements for resellers and partners to be properly certified and have proper contracts in place. Mitel is constantly trying to broaden its reseller community by seeking out and enlisting historically underutilized business and any other minority owned businesses. (Both MBE/WBE and SBE)</p> <p>Further, Mitel has implemented a new process whereby partners who wish to act as value added resellers under any of Mitel's government held contracts must identify the partner's classification to Mitel.</p>	*
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>Mitel has the unique ability to provide same call control software on a proprietary appliance, Industry Standard Server and in a customer's existing virtual environment (not one that is dedicated or proprietary) or the member's choice of AWS, Azure and, soon to be, Google Cloud and others.</p> <p>Mitel is the only company addressing this space to offer the same solutions on the same endpoints with the same software on premise or hosted from the Cloud or datacenter of choice and allow the customer the flexibility to move between Cloud and premise solutions or create a hybrid as they see fit without penalty.</p> <p>Mitel allows for the outright purchase of perpetual licenses or an option to subscribe for them, allowing the member the greatest flexibility in their acquisition of a UC solution.</p> <p>Mitel is distinctly different from our competition in several areas. We have provided solutions for this sector for over 40 years.</p> <p>Legacy Support- We respect our customers' investment in our products and constantly seek to allow them to retain as much of their investment as possible while offering them the latest in technology. In the last 23 years that we have offered an IP telephony solution we have dropped support for only the two earliest IP phones on the current call control and then only after over 20 years. Our respect for our customers' investment in our products is unequalled.</p> <p>Mitel AnyWare- We are the only provider with a single stream of software that can be installed on the customer premise in a Mitel Appliance, on an Industry Standard Server of the customer's choice, in a Virtual environment either locally or in a data center or as a cloud hosted solution and moved between those environments with no change in the user experience as circumstances require.</p> <p>Wesley Clover- Our Founder, Sir Terry Matthews is the founder and chairman of this investment group which develops technical solutions that address our customer's needs outside of our core products These products are developed in close concert with our own R&D team and provide significant value in our ability to address specific customer requirements. One example is the Mitel Mass Notification solution, which provides an Emergency Notification system to address the needs of K-12, Higher Ed, and governments tightly integrated with the Mitel call control systems.</p> <p>MiContact Center- Mitel offers a full featured contact center solution including call and screen recording that is fully integrated with our core platform. In addition, we are pioneering the use of AI to enhance customer experience and agent interaction. The customer experience is critical to the daily service in the communities served by the Sourcwell members, and Mitel is the only vendor to bring this depth of resources to bear on this feature set.</p> <p>Mitel CloudLink – The CloudLink platform enables communications between an on-premise Mitel PBX and cloud-based applications like MiTeam Meetings and MiCollab chat. The following diagram shows the components and connections for the CloudLink platform.</p> <p>CloudLink includes the following:</p> <ul style="list-style-type: none"> - CloudLink Platform - The platform that provides services for CloudLink apps. - CloudLink Gateway - The device that connects a Mitel PBX, which is installed on premises, to the CloudLink platform and CloudLink applications. The Gateway is now a software component of MiCollab and will be included in the forthcoming MiVoice Business SMB controller. - CloudLink Apps - Applications that use a CloudLink Application Programming Interface (API) and micro-services to provide hybrid communications services to Mitel customers. MiTeam Meetings, MiCollab enhanced chat are among the current applications of the Cloudlink platform. <p>CloudLink provides a unique solution to future proof our onsite UC solutions.</p>	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure,

and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	<p>Yes. Basic and extended warranties for hardware and software are available through Mitel's Standard Warranty, included as an attachment to our response.</p> <p>During the term of the manufacturer's warranty period, all hardware components will be free from defects in material and workmanship under normal use and will perform in substantial compliance with the manufacturer's specifications. The exclusive remedy and recourse for the Sourcewell member under the Hardware Warranty is for Mitel, at Mitel's election, to repair or replace the defective parts. Replacement parts will be covered for the remainder of the existing Hardware Warranty.</p> <p>Please note that there is no advanced replacement included in the basic parts warranty; this is a return-to depot parts warranty. The Sourcewell member may purchase Labor Support at an additional charge. Mitel software and hardware warranties become void if one of the following occurs:</p> <ul style="list-style-type: none"> • The system is not used properly in accordance with the manufacturer's specifications and operating instructions or is otherwise abused, damaged, or negligently serviced or maintained by anyone other than Mitel. • Work is performed on the system by technicians not authorized by Mitel. • The system is installed or used in combination or in assembly with products that are either not approved by Mitel or not compatible with the system. • The customer breaches the material terms of the agreement. 	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Mitel has no usage limit restrictions.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Any items under warranty which require repair are sent to the Mitel repair team and, if necessary, an advance replacement is shipped out. During the warranty period, we would not charge travel time or mileage for any required service work. We would charge travel in 1/2-hour increments for any MAC (Move, Adds, Changes) related work. Mitel never charges for mileage.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Mitel can cover all geographical areas in the U.S. or Canada, either by a certified Mitel technician/partner, or by a qualified "smart hands" subcontractor. The subcontractor would have access to Mitel technicians for remote support.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Mitel provides pass-through warranty service for all third-party products. Warranty service for third-party products is carried by the manufacturer's warranty, which is generally 30-45 days.	*
51	What are your proposed exchange and return programs and policies?	<p>The content below is Mitel's Global return policy, however with any conflict in the policy versus the customer standing agreement, the terms and conditions of the agreement will prevail.</p> <p>DOA (Dead On Arrival) Returns</p> <p>Dead on Arrival - A DOA is defined as an out of box failure on a unit that has failed when the system has been brought into service (a spare or upgrade unit that has failed on installation) AND a unit that was purchased from Mitel/Distribution within the previous 3 months.</p> <p>If DOA report is for a controller, base software or 3 or more of the same part number, Product Support or the Regional Technical Support representative is to be contacted to assist in troubleshooting the DOA part(s). If part(s) are deemed by Product Support to be DOA, a tech ticket number is required. The requester will complete a Product Fault Report Notice providing the following details pertaining to the DOA part(s):</p> <ul style="list-style-type: none"> • Company Name • Part number(s) of defective unit • Serial number(s) • Description of fault • PO number to reference on free replacement order (and to apply charges if the part(s) is not returned) • Tech Ticket number • Shipping address, contact name and phone number for shipment of replacement part 	

- Pick up address, contact name and phone number for collection of the defective part by Mitel

A sales order acknowledgment (SOA) is faxed or emailed to the customer with reference to the RA#. This RA# must be annotated on all packages being returned.

Customer Service Representative (CSR) arranges the shipment of a no charge replacement to the customer.

Mitel will be responsible for return freight charges on all DOA returns. The Mitel CSR will provide you with either carrier details for you to make arrangements to have the product picked up and returned to Mitel or will arrange collection directly, dependent upon location.

DOA part(s) must be returned to Mitel within 20 business days of shipment of the replacement part to avoid billing being initiated for the non-return of the defective unit plus freight costs for the shipment of the free replacement.

Return of defective part(s) will not be accepted for credit once billing for a non-return has been processed.

Returns for Credit

- ★ All credit returns (hardware, software and/or software options) are subject to an administrative charge of 20% of the Reseller's cost.

Returns for Hardware and Software:

There is no general right of return for convenience, however, Mitel may, at its sole discretion, accept return of Hardware and Software having reviewed the specific reasons as to why such Hardware and/or Software is being returned.

Products ordered in error, may be accepted for return, under the following conditions:

- The part is unused and contained in its original packaging
- The request for return is made within 30 days from the date of purchase
- The part is returned to Mitel within 30 days of the issuance of the Return Authorization# (RA#)

Should a part be returned that has been opened but unused, any costs associated with the rework or reclassification of that part will be deducted from the credit.

It is the customer's responsibility to pay all return freight charges to have the part(s) returned to Mitel.

Returns for Software Options:

- Software options can be credited if the status is either 'allocated' or 'assigned'
- Software options that have been in an 'activated' status for less than 14 days can be credited
- Any IP Products that you wish to credit should be reported to your Customer Service Representative

OEM & Third-Party products:

Such returns are subject to approval at the sole discretion of Mitel, however such approval shall, at all times, be subject to relevant terms and conditions of the OEM or Third Party supplier in question.

Customized product:

There is no right of return whatsoever on customized products ordered from Mitel.

All outstanding returns will be monitored by the Mitel Customer Service Representative (CSR) to ensure billing is initiated for non-returned part(s) per the timelines noted in this document.

Additional information:

		<ul style="list-style-type: none"> • If for a deletion only, a Change Order Form is not required. • If for an addition only, or an addition and deletion, a Change Order Form is generated to show the items, quantities, and pricing. It then needs to be approved by the Partner or End-User, depending on who submitted the original Purchase Order. • For the return of Licenses, they cannot be assigned to an Application Record in the AMC. If they are, the Partner needs to work with the AMC group to have the licenses unassigned from the Application Record before a return for credit can be made. • A 20% re-stocking fee may be charged at the discretion of Mitel. 	
52	Describe any service contract options for the items included in your proposal.	<p>Beyond implementation, Mitel Maintenance and Management Services will continually strengthen and extend the value and relevance of your solution. Standard manufacturer's Service Level Agreement coverage (which includes software assurance, warranty, and repair) is complemented by an advanced remote monitoring and resolution service. Incidents are handled according to your chosen response plan and managed by Mitel's global service desk from the first alarm to post-resolution.</p> <p>Maintenance Support Plans (Mitel premise solutions) Mitel service agreements are available in a variety of packages (listed below) designed to accommodate the diverse levels needed by each customer. With your chosen service, Sourcewell members can call the Mitel service desk to report incidents within the agreement's terms. Mitel will resolve the majority of incidents quickly and efficiently by remote access.</p> <p>The individual support plans and their common included elements are outlined and described in more detail below.</p> <p>Premium Plus/Full Support 24x7 Coverage:</p> <ul style="list-style-type: none"> • Hours of Coverage <ul style="list-style-type: none"> o 24x7x365 (24 hours per day, seven days per week, 365 days per year) remote and onsite support for a Major Failure. o 8 a.m. - 5 p.m. Monday through Friday (local time at the site, excluding Mitel's locally observed holidays) remote and onsite support for a Minor Failure. • Response Objectives <ul style="list-style-type: none"> o Major Equipment Failure <ul style="list-style-type: none"> - Response within two (2) hours upon receipt of a trouble report of a Major Failure by attempting to clear the failure remotely and/or contacting the End-User to begin troubleshooting the system failure. - Onsite response within four (4) hours upon receipt of a trouble report of a Major Failure which cannot be resolved by a remote engineer. o Minor Equipment Failure <ul style="list-style-type: none"> - Response within eight (8) business hours (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, excluding Mitel's locally-observed holidays) upon receipt of a trouble report of a Minor Failure by attempting to clear the failure remotely and/or contacting the End-User to begin troubleshooting the system failure. - Onsite response within the next business day (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, excluding Mitel's locally observed holidays) upon receipt of a trouble report of a Minor Failure which cannot be resolved by a remote engineer. • Parts Replacement <ul style="list-style-type: none"> o Expedited replacement of defective parts and materials is included during the coverage hours purchased as detailed above. <p>Premium Classic/Day Support 8x5 Coverage:</p> <ul style="list-style-type: none"> • Hours of Coverage <ul style="list-style-type: none"> o 8 a.m. - 5 p.m. Monday through Friday (local time at the site, excluding Mitel's locally observed holidays) remote and onsite support for a Major Failure or Minor Failure. Support provided outside these coverage hours will be billed at Mitel's then current rates. • Response Objectives <ul style="list-style-type: none"> o Major Equipment Failure <ul style="list-style-type: none"> - Response within two (2) hours (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, excluding Mitel's locally observed holidays) upon receipt of a trouble report of a Major Failure by attempting to clear the failure remotely and/or contacting the End-User to begin troubleshooting the system failure. 	

- Onsite response within four (4) business hours (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, excluding Mitel's locally observed holidays) upon receipt of a trouble report of a Major Failure which cannot be resolved by a remote engineer.

o Minor Equipment Failure

- Response within eight (8) business hours (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, excluding Mitel's locally observed holidays) upon receipt of a trouble report of a Minor Failure by attempting to clear the failure remotely and/or contacting the End-User to begin troubleshooting the system failure.

- Onsite response within the next business day (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, excluding Mitel's locally observed holidays) upon receipt of a trouble report of a Minor Failure which cannot be resolved by a remote engineer.

• Parts Replacement

o Expedited replacement of defective parts and materials is included during the coverage hours purchased as detailed above.

Premium Hardware Coverage (excludes remote and onsite labor):

• Parts Replacement

o Expedited replacement of defective parts and materials is included during the coverage hours purchased as detailed above.

Premium System Coverage:

• Hours of Coverage

o 8 a.m. - 5 p.m. Monday through Friday (local time at the site, excluding Mitel's locally observed holidays) remote and onsite support for a Major Failure or Minor Failure. Support provided outside these coverage hours will be billed at Mitel's then current rates.

• Response Objectives

o Major Equipment Failure

- Response within two (2) hours (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, excluding Mitel's locally observed holidays) upon receipt of a trouble report of a Major Failure by attempting to clear the failure remotely and/or contacting the End-User to begin troubleshooting the system failure.

- Onsite response within four (4) business hours (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, excluding Mitel's locally observed holidays) upon receipt of a trouble report of a Major Failure which cannot be resolved by a remote engineer.

o Minor Equipment Failure

- Response within eight (8) business hours (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, excluding Mitel's locally observed holidays) upon receipt of a trouble report of a Minor Failure by attempting to clear the failure remotely and/or contacting the End-User to begin troubleshooting the system failure.

- Onsite response within the next business day (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, excluding Mitel's locally observed holidays) upon receipt of a trouble report of a Minor Failure which cannot be resolved by a remote engineer.

• Parts Replacement

o Expedited replacement of defective parts and materials for core/main system components only, are included during the coverage hours purchased as detailed above. This is exclusive of phone set replacement.

Compliance with the Ray Baum Act

As between Mitel and End-User, End-User is responsible for: (A) controlling and overseeing End-User's Mitel system, and (B) the day-to-day operations of End-User's Mitel system. For greater certainty, Mitel is not the multi-line telephone system installer, manager, and/or operator, as each of those terms is defined in 47 CFR Part 9 Subpart F. End-User acknowledges and agrees that the services provided by Mitel pursuant to the Agreement do not constitute legal advice. Mitel recommends that End-User seek its own legal advice in respect of the Federal Communication Commission (and any applicable state) multiline telephone system 911 statutes and rules.

Commercially Reasonable Efforts

Customer acknowledges and understands that certain hardware which may be covered under this Agreement has been manufacturer discontinued

including, but not limited to, the Mitel 4000 Series Digital Endpoints, Mitel 8500 Series Digital Endpoints, Mitel 8600 Series IP Endpoints, Mitel 5000 Series IP Endpoints, UC360 Conference Phone, and the MiVoice Office 250 PS-1 ("Discontinued Hardware"). Mitel will use commercially reasonable efforts to provide maintenance services to Discontinued Hardware; however, customer understands and agrees Mitel's sole obligation for support of the Discontinued Hardware is to work in good faith to provide replacement spare parts and/or repair components. To the extent Mitel is unable to source a required repair or replacement part from Mitel's inventory, Mitel will inform the customer of alternative upgrade or migration options that will be at an additional cost to the customer.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Mitel payment terms are Net 30. Mitel accepted payment methods are electronic bank transfer, ACH, wire transfer, paper check, P-card, and credit cards (Visa, AMEX, Mastercard).	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Mitel as a manufacturer prefers to partner with best of breed leasing companies to provide the most suitable leasing vehicles and options for our Partners and Sourcewell members. We are in an active partnership with NCL Government Capital (Sourcewell contract 011620-NCL) to provide flexible leasing options including tax exempt Municipal leases which address most, if not all, of the specific terms and conditions that may govern the specific requirements of the government or education customer non-appropriation of funds and termination clauses to address and facilitate financing over multiple budget years. In addition, we have an active partnership with Great America Leasing, who have been serving our Channel Partner community for over 25 years with extremely flexible financing options. While Partner provided leasing and financing options are not limited to these companies, Mitel continues to promote the utilization of finance vehicles specifically focused on addressing the acquisition of our products and services as turnkey solutions.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Mitel Standard Warranty Mitel Global Return Policy	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Mitel does accept the P-card at no additional cost.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
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57	<p>Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</p>	<p>Mitel's proposed pricing model is based on a percentage discount from Mitel List Price (MLP) for our Unified Communications (UC) products.</p> <p>Mitel configurations are developed in the Mitel CPQ pricing tool available to all Mitel Authorized Partners and Sourcewell Selling Agents and must be presented to Mitel Vertical Sales Team for pricing validation.</p> <p>Sourcewell pricing is chosen in Mitel CPQ by Sourcewell Selling Agents and automatically applied based on contract compliant discounts. The pricing model is based on discounts from MLP on a Mitel Product/Pricing Group (MPG) basis.</p> <p>All quotes are returned to the Partner prior to presentation to the Sourcewell member in a line item detail format to provide transparent confirmation and contract compliance to ensure that the member is receiving the appropriate pricing under the contract.</p> <p>We have attached the current Mitel list price with the MPGs, List price, and Sourcewell member price discounted. Please refer to Mitel Sourcewell Detailed Pricing attached.</p> <p>As Sourcewell advises, Mitel acknowledges and reserves the right to make price and product adjustments during the term of an awarded contract via the Sourcewell Price and Product Change Request Form.</p> <p>In addition, Mitel proposes the following category to address Partner Delivered Mitel solutions based on Mitel platforms:</p> <p>Partner Built, Partner Delivered, Powered by Mitel – 20% discount from Partner list price.</p>
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58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>As Sourcewell's telecommunications vendor for more than 13 years, Mitel has worked diligently to structure a discount model that represents the best value for Sourcewell members—including taking into consideration total cost of acquisition and ownership, pricing clarity, and minimizing exceptions, exclusions, or limitations of liabilities. With the simplification of Mitel's Material Pricing Groups (MPG) and the list price changes (reductions) inherent in these changes, we propose a range of 0 to 38%.</p> <p>MPG 1P U.S. Member Discount: 38% Canada Member Discount: 38%</p> <p>MPG 2P U.S. Member Discount: 33% Canada Member Discount: 33%</p> <p>MPG 3P U.S. Member Discount: 35% Canada Member Discount: 35%</p> <p>MPG 4P U.S. Member Discount: 35% Canada Member Discount: 35%</p> <p>MPG 1S U.S. Member Discount: 15% Canada Member Discount: 15%</p> <p>MPG 2S U.S. Member Discount: 0% Canada Member Discount: 0%</p> <p>MPG TP U.S. Member Discount: 0% Canada Member Discount: 0%</p> <p>MPG ND U.S. Member Discount: 0% Canada Member Discount: 0%</p> <p>Partner Built / Partner Delivered (Powered by Mitel) solutions: 20%</p> <p>Third party components required for a turnkey solution will be quoted based on a mutually agreed upon discount.</p>	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Mitel proposes to extend additional discounts under defined marketing programs and published promotions. Mitel proposes an additional 2% volume discount for opportunities of \$500K USD and above as negotiated for the benefit of the Sourcewell member for Mitel hardware and software.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Mitel has access to and can supply a broad range of peripheral products that complement and may be required to complete a turnkey installation. These Open Source items are provided by Mitel, our authorized selling agents, and distribution partners as required on a mutually acceptable basis to the Sourcewell member. These products and services are commonly ancillary elements to the turnkey solution but may, in some cases, be required to complement or augment a member's existing installation. Offer and acceptance of these elements will be at the member's discretion. Quotes will be provided for each such request.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Installation, maintenance, and associated services provided by Partners would be quoted and negotiated between the Sourcewell member and the Partner. Third party components, as an element of the total cost of acquisition, will be quoted and mutually agreed upon per Sourcewell member requirements.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Mitel does not normally charge freight to Sourcewell customers who place orders directly with Mitel unless overnight shipping is required.	*

63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Mitel treats all 50 states with the same shipping, global return, and exchange policy and program. We do not charge extra for Alaska, Hawaii, or offshore delivery.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Mitel provides a very secure web based delivery method for our software and license delivery, the Applications Management Center (AMC). The AMC provides a single interface for the delivery and management (assignment and reassignment) of licenses and software applications from Mitel. Sourcwell members share their records with Partners who assist them. The AMC allows the customer to take advantage of Mitel's flexible licensing model.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Mitel has a well-developed process for ensuring that Sourcewell members receive pricing compliant with the contract terms. There are several checkpoints in the process which are described in detail below:</p> <ul style="list-style-type: none"> · Mitel employs an active link between our quoting tool (CPQ) and our master pricing parts list database to ensure the most current and accurate pricing is provided to the Sourcewell member on any given quote. · Pre-sales pricing review and quote validation by Mitel Vertical Sales Group (VSG) and the Government Distribution partners. · Quote comparison to order by Order Management team (must match) · Order contract and pricing compliance approval is provided by VSG and Mitel Finance. <p>Mitel's Internal Audit team has controls in place for all government order processing activity and conducts quarterly/annual testing and reviews to verify contract compliance. In addition, Mitel engages an External Auditing firm to annually test and verify these controls.</p> <p>Monthly, Mitel records Sourcewell transactions for the submission of our quarterly sales reports and administrative fees. Within our Order Management Software system, we have designated specific Govt Contract transaction types to ensure that all sales data is accurately captured.</p> <p>Further details for the entire order and reporting compliance process are available in the response to Table 6, question #29.</p> <p>Each Mitel employee is responsible for ensuring that government requirements are met and that all government regulations are followed. Some examples of these requirements include:</p> <ul style="list-style-type: none"> · Accurately representing which Mitel products are allowable for sale under government contracts; · Accurately representing the price or cost of Mitel products or services; · Not improperly soliciting or obtaining confidential information, such as sealed competitors' bids, from government officials prior to the award of a contract; · Hiring present and former government personnel only in compliance with applicable laws and regulations (as well as in consultation with the Legal Department and Human Resources); and · Not including hidden terms, side agreements or other undisclosed arrangements.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The level of detail contained within our Govt sales reports allows us to analyze the data and create metrics based on the vertical, contract, End-user, authorized Selling Agent and region. We further compare this data on a monthly, quarterly and year-over-year basis to rank Selling Agents, determine sales trends and project growth.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Mitel will pay Sourcewell a 2% administrative fee of the member's cost for Mitel hardware and software, typically reported and paid on a quarterly basis. This fee is not an line-item addition to the member's cost of goods.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
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69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Mitel products include applications and mobility options that optimize businesses and make companies more productive. Mitel offers a broad range of unified communications and collaboration (UCC) solutions, which address and support the full spectrum of technology specifications - from digital to IP to private cloud to mobile, and from platforms to applications to end-user devices. Our solutions include the latest virtualization capabilities and desktop and mobile applications to enable businesses of all sizes to take advantage of the most advanced technology developments while maximizing their current communications investments.</p> <p>Mitel Solution Capabilities</p> <p>Mitel solutions help customers keep up with leading technology trends, including bring-your-own-device (BYOD), cloud-enablement, and multi-channel communication. Although Mitel designs for the future, its solutions create a foundation for today that is both scalable and upgradable for tomorrow. Unlike other industry leaders, solutions are designed based on customer business objectives and challenges. Mitel capabilities are focused on:</p> <ul style="list-style-type: none"> • Communications Systems. Reliable, flexible, and scalable, Mitel's communications systems offer market-leading choice, with options from remote office to multinational enterprise. • Unified Communications & Collaboration. Presence-enabled business communications and collaboration capabilities extend teamwork beyond office boundaries with efficient access to information and people. Mitel users gain desktop and mobile device capabilities such as audio and web conferencing, presence, video (point-to-point and multipoint), and messaging. • Mobility. Mitel offers solutions for personal, campus, or enterprise mobility. The mobile-first design of its UC solution ensures mobile users gain the same high functionality as at the office. • Unified Messaging. From basic voice mail to advanced unified messaging, Mitel messaging solutions increase personal productivity, improve accessibility, and protect infrastructure investment. • Remote Working. Mitel's plug-and-work solution, using a full range of desktop or soft phones, allows businesses to offer remote and mobile users the ability to work comfortably, effectively and securely. • Contact Center. Designed with customer acquisition and retention in mind, Mitel's contact center solutions allow the effective and efficient management of contact centers for both small and large applications. Mitel contact centers reduce costs, intelligently service contacts across multiple channels, and let agents focus on interactions. • Business Telephones. Mitel's phones are designed for the individual user and provide essential business collaboration tools with presence integration. Available in multi-button configurations or with intuitive graphical interfaces, Mitel phones can be tailored to suit both standard and specialty applications, including terminals for attendants, contact center agents, and command-and-control applications. • Professional and Managed Services. With a broad choice of services, Mitel experts can be your champions in every stage of implementation and on through the life of your solution.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Mitel provides a comprehensive range of goods and services to provide a fully turnkey solution for any member from the smallest to the largest. Some but not necessarily all sub-categories are listed below:</p> <ul style="list-style-type: none"> • Hybrid (IP, TDM and Analog) Unified Communications systems • VoIP PBX Unified Communications Systems • Virtualized Call Control solutions • Unified Messaging (voice mail) systems • Unified Communications Collaboration Solutions • TDM cable to IP conversion systems • Emergency Notification Systems • Operational Notification Systems • IP Endpoints • Video Collaboration Solutions • Analog Endpoints • TDM (Digital) Endpoints • Call Recording • Contact Center Management • Contact Center Reporting • Workforce Optimization • Call Accounting • Hosted Voice over IP • Hosted Unified Communications • Unified Communications as a Service (UCaaS) • Remote monitoring • IVR solutions

Table 14B: Unified Communication Solutions

Indicate below if the listed types of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	VOIP technology;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, our communications platforms all support Voice over IP technology.	*
72	Video or audio collaboration and conferencing;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, both Video and Audio Collaboration and Conferencing are available as part of our offerings.	*
73	Mobility options;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, Mitel has a robust portfolio of mobile solutions that extend our UC solutions to mobile users.	*
74	Mass notification;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, Mitel Revolution is a very flexible, feature rich solution designed to address alerting across a broad range of notification options from audio alerts to visual alerts to desktop alerts to text and mobile options.	*
75	Enhanced messaging	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, messaging through our Collaboration tools can be delivered to desktop, browser or mobile clients with various enhancements including presence and status and enhanced text messages.	*

Table 14C: Contact Center Solutions

Indicate below if the listed types of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
76	Automatic call or contact distribution and routing;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, Mitel UC platforms all include Automatic Call Distribution (ACD) and routing options as well as advanced options included in our Contact Center Solutions, MiContact Center Business (MiCC-B) and MiContact Center Enterprise (MiCC-E)	*
77	Omnichannel capability;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, MiContact Center Business and MiContact Center Enterprise offer Omnichannel for contact center agents to address audio, webchat, email, social media, and SMS communications channels.	*
78	Interactive voice response;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, Interactive Voice Response (IVR) is an offering within MiCC-B and MiCC-E. IVR functionality is part of the embedded voicemail in MiVoice Business individually as Call Director.	*
79	Real time status;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, Real time status of all users is available as part of MiCollab and our integration with Microsoft 365 and Teams.	*
80	Reporting	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, a wide variety of reports and reporting options are available. Mitel Performance Analytics provides operational reports on the systems and the platforms themselves as well as MiCC-B and MiCC-E provide a rich array of customizable reports on all aspects of user interactions.	*
81	Products and services applicable to the solutions described in Lines 71-80 above, such as: architecture, implementation, and on-going support for premises-based, cloud-based and hybrid options, hardware, software, technology or social media integration, reporting, and related applications	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, all products and services required for a turnkey solution under the scope of the contract are available from Mitel and our Channel Partners. Pre-sales consultation and design, implementation, training, on-going support for all the deployment options, hardware, software, integration with other applications (technology) or social media, reporting and all related applications is included in our offering under this contract. This is a comprehensive portfolio of product and service solutions supporting a full turnkey Unified Communication and Collaboration solution for Sourcewell members.	

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
Section 2	Equipment, Products, or Services	<p>Mitel requests the following clarification in Subsection A, second paragraph: "All Equipment and Products provided under this Contract must be new and the current model unless stated otherwise in this Contract".</p> <p>Reason: Mitel's standard warranty permits Mitel to utilize remanufactured, certified parts that meet the specification for repairs. Mitel's pricing, in part, is based on Mitel's ability to use refurbished parts under its warranty offering.</p>
Section 8	Report on Contract Sales Activity	<p>Mitel requests the following clarifications in Subsection B:</p> <p>(i) Addition of specific value of the admin fee (i.e.. "...equal to X% of ...")</p> <p>(ii) Addition of the following language to end of the first paragraph: "For Administrative Fees generated through Canadian orders, Supplier's affiliate, Mitel Networks Corporation, will make payment of the Administrative Fee directly to Sourcwell".</p> <p>Reason: (ii) this has already been agreed conceptually between Sourcwell and Mitel under the current Sourcwell contract held by Mitel; Mitel requests this agreement be documented within the resulting contract.</p>
Section 10	Audit, Assignment, Amendments	<p>Mitel requests the following addition to Subsection B (Assignment), at the end of the paragraph: "Notwithstanding the foregoing, Supplier shall have the right to assign this Contract to an affiliate, or to any third party in connection with the transfer of all or substantially all of the assets of the business unit relating to this Contract, or the sale or transfer of the ownership of Supplier resulting in a change in its effective control.</p> <p>Reason: Mitel needs to be able to actively participate in merger/acquisition activity without having to first obtain consent from Sourcwell to do so.</p>
Section 11	Indemnity and Hold Harmless	<p>Mitel requests the indemnity obligations under the Sourcwell contract be limited to claims resulting from a party's willful misconduct or gross negligence under the contract.</p> <p>Reason: The Sourcwell contract is a pricing contract; additional indemnification obligations will be negotiated/agreed upon between the Sourcwell Member and Mitel.</p>
Section 11	Indemnity and Hold Harmless	<p>Mitel requests the addition of a Limitation of Liability under the contract. Proposed language: "Except for each party's obligations with respect to Intellectual Property or in the event of a party's willful misconduct or gross negligence, neither Contractor nor Sourcwell will be liable to the other for any, consequential, indirect, special or general damages from any claim or action based on contract, tort or other legal theory. In no event will direct damages, for either Sourcwell or Contractor, exceed \$2,000,000 USD [Two-million dollars USD]".</p>
Section 18	Insurance	<p>Mitel requests the Insurance provision be modified as follows:</p> <p>Section A (Requirements) - the following sections to be deleted in their entirety: subsection 4 (Umbrella Insurance), subsection 5 (Professional/ Technical, Errors and Omissions), and subsection 6 (Network Security and Privacy Liability Insurance)</p> <p>Section C (Additional Insured Endorsement ...) - to be deleted in its entirety.</p> <p>Section E (Umbrella/Excess Liability ...) - to be deleted in its entirety.</p> <p>Reason: The resulting contract is primarily a pricing contract. Additional insurance obligations will be negotiated/agreed upon between the Sourcwell Member and Mitel. As a general policy, Mitel does not list Additional Insureds on its insurance policies.</p>

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Mitel Price List - USD Sourcewell Pricing - Nov 22.pdf - Tuesday November 29, 2022 11:59:07
 - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Monday November 28, 2022 11:39:41
 - [Marketing Plan/Samples](#) - Marketing Plan_Samples.zip - Tuesday November 29, 2022 16:03:57
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Mitel Standard Warranty.pdf - Monday November 28, 2022 13:08:34
 - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Monday November 28, 2022 13:16:12
 - [Upload Additional Document](#) - Additional Documents.zip - Tuesday November 29, 2022 16:26:25

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Frank Skiffington, Senior Vice President, Mitel Networks, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_13_Unified_Communication_RFP_120122 Wed November 23 2022 08:24 AM	<input checked="" type="checkbox"/>	2
Addendum_12_Unified_Communication_RFP_120122 Mon November 21 2022 10:19 AM	<input checked="" type="checkbox"/>	1
Addendum_11_Unified_Communication_RFP_120122 Thu November 17 2022 01:25 PM	<input checked="" type="checkbox"/>	1
Addendum_10_Unified_Communication_RFP_120122 Wed November 16 2022 02:53 PM	<input checked="" type="checkbox"/>	1
Addendum_9_Unified_Communication_RFP_120122 Thu November 10 2022 08:46 AM	<input checked="" type="checkbox"/>	1
Addendum_8_Unified_Communication_RFP_120122 Fri November 4 2022 09:05 AM	<input checked="" type="checkbox"/>	3
Addendum_7_Unified_Communication_RFP_120122 Mon October 31 2022 01:17 PM	<input checked="" type="checkbox"/>	3
Addendum_6_Unified_Communication_RFP_120122 Tue October 25 2022 04:01 PM	<input checked="" type="checkbox"/>	2
Addendum_5_Unified_Communication_RFP_120122 Mon October 24 2022 01:53 PM	<input checked="" type="checkbox"/>	3
Addendum_4_Unified_Communication_RFP_120122 Fri October 21 2022 02:57 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Unified_Communication_RFP_120122 Thu October 20 2022 10:26 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Unified_Communication_RFP_120122 Tue October 18 2022 09:01 AM	<input checked="" type="checkbox"/>	2
Addendum_1_Unified_Communication_RFP_120122 Tue October 18 2022 07:41 AM	<input checked="" type="checkbox"/>	1



Proposal Evaluation
Unified Communication and Contact Center Solutions RFP #120122

Possible Points		Acta Solutions Inc.	Alliance Technology Group LLC	Aum tech Inc	Avaya Inc.	Beanfield Metroconnect Inc	ClassTag Inc	Compunetix, Inc.	CONNEX Telecommunications Inc
Conformance to RFP Requirements	50	36	38	38	44	38	35	40	36
Pricing	400	301	320	279	325	311	273	316	316
Financial Viability and Marketplace Success	75	48	58	52	65	57	50	56	56
Ability to Sell and Deliver Service	100	58	75	68	87	70	61	74	70
Marketing Plan	50	31	38	31	43	37	34	39	34
Value Added Attributes	75	57	61	62	65	58	44	56	55
Warranty	50	32	38	36	41	38	25	39	30
Depth and breadth of Offered Equipment, Products, or Services	200	133	171	165	178	158	128	171	159
Total Points	1,000	696	799	731	848	767	650	791	756
Rank Order		24	7	19	2	12	30	10	15

Possible Points		Consolidated Communications	Dais, Inc	Distributel Communications Limited (DBA ThinkTel)	G12 Communications, LLC	Gioia P Ambrette, Inc.	GoTo Communications, Inc.	Granite Telecommunications LLC	Integrity Networks
Conformance to RFP Requirements	50	40	38	38	38	41	36	36	37
Pricing	400	321	265	314	303	330	321	288	245
Financial Viability and Marketplace Success	75	61	54	60	55	55	56	56	56
Ability to Sell and Deliver Service	100	74	73	71	67	74	76	67	71
Marketing Plan	50	39	36	34	42	41	37	42	35
Value Added Attributes	75	59	47	52	56	62	55	54	51
Warranty	50	36	38	39	37	41	40	36	38
Depth and breadth of Offered Equipment, Products, or Services	200	162	125	168	153	174	171	158	129
Total Points	1,000	792	676	776	751	818	792	730	662
Rank Order		8.5	26	11	17	5	8.5	20	28.5

Possible Points		Intrado Interactive Services Corporation	Kyndryl, Inc.	Linea Partners Ltd	Mitel Business Systems, Inc.	Netagen Communication Technologies Inc.	Nextiva	PCS Incorporated	Presidio
Conformance to RFP Requirements	50	37	39	36	43	40	38	36	40
Pricing	400	301	303	258	354	303	265	299	328
Financial Viability and Marketplace Success	75	56	64	51	65	54	54	51	64
Ability to Sell and Deliver Service	100	68	80	62	87	72	71	67	83
Marketing Plan	50	40	41	38	44	35	36	34	42
Value Added Attributes	75	54	60	54	66	57	52	60	63
Warranty	50	37	36	39	43	40	36	37	40
Depth and breadth of Offered Equipment, Products, or Services	200	130	178	133	179	162	164	150	175
Total Points	1,000	723	801	671	881	763	716	734	835
Rank Order		21	6	27	1	13	22	18	4

Possible Points		RingCentral Inc.	S&I Integrated Systems LLC.	SIGNIA	SMART IT PROS INC	Swissphone LLC	Talkdesk, Inc.	Telecom Metric Inc.	Vonage Business Inc.
Conformance to RFP Requirements	50	41	39	29	30	39	38	35	33
Pricing	400	344	236	230	260	304	308	270	288
Financial Viability and Marketplace Success	75	63	53	45	38	59	47	50	53
Ability to Sell and Deliver Service	100	81	62	60	62	75	71	60	62
Marketing Plan	50	42	38	28	24	61	39	38	25
Value Added Attributes	75	59	57	46	57	61	59	49	51
Warranty	50	39	41	23	28	38	39	36	36
Depth and breadth of Offered Equipment, Products, or Services	200	174	136	120	144	144	157	140	164
Total Points	1,000	843	662	581	631	759	755	678	712
Rank Order		3	28.5	32	31	14	16	25	23

Declassified by:

 JAMES VOELKER
 James Voelker, CPCM, CFCM, Procurement Lead Analyst

Declassified by:

 NICK SCHOLER
 Nick Scholer, Procurement Analyst

Declassified by:

 BRANDON TOWN
 Brandon Town, NIGP-CPP, CPSM, CPSPD, Procurement Analyst

Declassified by:

 BILL DAVISON
 Bill Davison, Procurement Analyst



Proposal Opening Record

Date of opening: December 1, 2022

Sourcewell posted Request for Proposal #120122, for the procurement of Unified Communication and Contact Center Solutions, on the Sourcewell Procurement Portal [portal.sourcewell-mn.gov] on Thursday, October 13, 2022, and the solicitation remained in an open status within the portal until December 1, 2022, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on December 1, 2022, the date and time specified in the Solicitation Schedule.

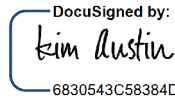
The undersigned certify that all responses received on Request for Proposal #120122 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

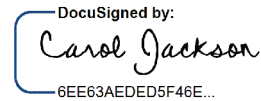
Acta Solutions, Inc. - Submitted 12/01/22 at 10:03:12 AM
 Alliance Technology Group, LLC - Submitted 12/01/22 at 8:55:10 AM
 Aum Tech, Inc. - Submitted 12/01/22 at 3:59:01 PM
 Avaya, Inc. - Submitted 12/01/22 at 10:56:28 AM
 Beanfield Technologies, Inc. dba Beanfield Metroconnect - Submitted 12/01/22 at 4:04:15 PM
 ClassTag, Inc. - Submitted 12/01/22 at 3:08:45 PM
 Compunetix, Inc. - Submitted 12/01/22 at 9:57:53 AM
 CONNEX Telecommunications Inc - Submitted 12/01/22 at 3:36:56 PM
 Consolidated Communications Enterprise Services, Inc. - Submitted 12/01/22 at 10:19:31 AM
 Dais, Inc. dba Regroup Mass Notification - Submitted 11/30/22 at 4:46:11 PM
 Distributel Communications, Limited (DBA ThinkTel) - Submitted 11/30/22 at 9:15:58 AM
 G12 Communications, LLC - Submitted 11/30/22 at 5:38:28 PM
 Gioia P. Ambrette, Inc. (Newcastle Communications) - Submitted 12/01/22 at 2:12:01 PM
 GoTo Communications, Inc. - Submitted 12/01/22 at 1:53:54 PM
 Granite Telecommunications, LLC - Submitted 12/01/22 at 4:12:08 PM
 Integrity Networks, Inc. - Submitted 11/30/22 at 1:02:23 PM
 Intrado Interactive Services Corporation (SchoolMessenger) - Submitted 12/01/22 at 8:02:48 AM
 Kyndryl, Inc. - Submitted 12/01/22 at 7:22:43 AM
 Linea Partners, Ltd. - Submitted 12/01/22 at 3:01:34 PM
 Mitel Business Systems, Inc. - Submitted 11/30/22 at 10:20:16 AM
 Netagen Communication Technologies, Inc. - Submitted 11/30/22 at 6:20:26 PM

Nextiva, Inc. - Submitted 12/01/22 at 4:12:19 PM
PCS, Inc. (Pegasus Communication Solution, Inc. DBA PCS Bsoft) - Submitted 12/01/22 at 2:50:31 PM
Presidio Networked Solutions, LLC - Submitted 11/30/22 at 11:04:59 AM
RingCentral, Inc. - Submitted 11/30/22 at 5:31:57 PM
S&L Integrated Systems, LLC - Submitted 12/01/22 at 10:29:07 AM
SIGNIA, Ltd. - Submitted 12/01/22 at 12:57:28 PM
SMART IT PROS, INC. - Submitted 11/30/22 at 3:50:41 PM
Swissphone, LLC - Submitted 11/29/22 at 7:55:28 AM
Talkdesk, Inc. - Submitted 11/30/22 at 8:15:16 AM
Telecom Metric, Inc. - Submitted 12/01/22 at 3:46:27 PM
Vonage Business, Inc. - Submitted 12/01/22 at 4:27:13 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcwell Procurement Portal, on December 1, 2022, at 4:31:15 PM CT. All responsive proposals were then submitted for review by the Sourcwell Evaluation Committee.

DocuSigned by:

6830543C58384D1...

Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:

6EE63AEDED5F46E...

Carol Jackson, Procurement Analyst



RFP #120122
REQUEST FOR PROPOSALS
for
Unified Communication and Contact Center Solutions

Proposal Due Date: December 1, 2022, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Unified Communication and Contact Center Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 1, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	October 13, 2022
Pre-proposal Conference:	November 3, 2022, 10:00 a.m., Central Time
Question Submission Deadline:	November 22, 2022, 4:30 p.m., Central Time
Proposal Due Date:	December 1, 2022, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	December 1, 2022, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Unified Communication and Contact Center Solutions providing comprehensive feature and function complements, including:
 - a. Unified communication solutions, such as: VOIP technology, video or audio collaboration and conferencing, mobility options, mass notification, and enhanced messaging;
 - b. Contact center solutions, such as: automatic call or contact distribution and routing, omnichannel capability, interactive voice response, real time status, reporting; and
 - c. Products and services applicable to the solutions described in Sections 1. a. – b. above, such as: architecture, implementation, and on-going support for premises-based, cloud-based and hybrid options, hardware, software, technology or social media integration, reporting, and related applications.

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

2. The primary focus of this solicitation is on Unified Communications and Call Center Solutions. This solicitation should NOT be construed to include:
 - a. Service providers and wireless service providers that provide network-related products and services only;
 - b. Telecommunications expense management (TEM), cost savings or cost avoidance audit services;
 - c. Consulting services only; or
 - d. Broker or reseller agents.
3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
 - a. Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories (RFP #080119);
 - b. IT Managed Service and Staff Augmentation Solutions (RFP #071321); and
 - c. Communications Technology Consulting Services (RFP #072822)

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-

party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one-year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$40 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

4. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

5. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

6. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the

proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

7. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating

Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
 - A comprehensive selection of the requested equipment, products, or services;
 - A sales and service network ensuring availability and coverage for Participating Entities' use; and
 - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must

be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and

- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



10/17/2022

Addendum No. 1

Solicitation Number: RFP 120122

Solicitation Name: Unified Communication and Contact Center Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can products and services be added at a later date?

Answer 1:

An awarded supplier may submit a Product and Pricing Change Request to Sourcewell. Refer to Section 4. – Product and Pricing Change Requests, of the Sourcewell contract template.

Question 2:

For Total Cost of Acquisition, each client's requirements and infrastructure are different. Would a range of pricing be acceptable?

Answer 2:

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 120122 posted to the Sourcewell Procurement Portal on 10/17/2022, is required at the time of proposal submittal.



10/18/2022

Addendum No. 2

Solicitation Number: RFP 120122

Solicitation Name: Unified Communication and Contact Center Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Each solution being proposed would be customized to the buyer's needs. How should we list this in our bid pricing?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

When will the information for the pre-proposal conference be sent?

Answer 2:

Login instructions will be posted to the Documents section of the RFP's Bid Details page on the Sourcewell Procurement Portal and available to registered suppliers two business days prior to the web conference. A notification email will also be sent to registered suppliers when the instructions are posted.

End of Addendum

Acknowledgement of this Addendum to RFP 120122 posted to the Sourcewell Procurement Portal on 10/18/2022, is required at the time of proposal submittal.



10/20/2022

Addendum No. 3

Solicitation Number: RFP 120122

Solicitation Name: Unified Communication and Contact Center Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

RFP Section II. C. 3. – New Equipment and Products states proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal. Is an offering of refurbished products with a lifetime warranty acceptable?

Answer 1:

In the competitive process, Sourcewell will not pre-evaluate a proposer's equipment, product, or services offering or advise a proposer on the content of the proposal. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B. - Requested Equipment, Products or Services. However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation.

End of Addendum

Acknowledgement of this Addendum to RFP 120122 posted to the Sourcewell Procurement Portal on 10/20/2022, is required at the time of proposal submittal.



10/21/2022

Addendum No. 4

Solicitation Number: RFP 120122

Solicitation Name: Unified Communication and Contact Center Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Which states will be using this RFP?

Answer 1:

Refer to RFP Section I. A. – About Sourcewell Participating Entities. “Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada.” RFP Section I. B. – Use of Resulting Contracts, identifies the types of Participating Entities eligible to use Sourcewell awarded cooperative contracts.

End of Addendum

Acknowledgement of this Addendum to RFP 120122 posted to the Sourcewell Procurement Portal on 10/21/2022, is required at the time of proposal submittal.



10/24/2022

Addendum No. 5

Solicitation Number: RFP 120122

Solicitation Name: Unified Communication and Contact Center Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are there restrictions around the staff that can implement and support the systems? What are the security requirements? Do they have to be in any specific region or country?

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities. It is left to the discretion of each proposer to determine the information and documentation necessary to best articulate the services offered and to demonstrate the ability to serve Sourcewell participating entities. Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

Can we bid the Unified Communication requirements and the Contact Center requirements separately?

Answer 2:

Refer to RFP Section II. G. 2., "[a] proposer may submit only one proposal."

Question 3:

Is the desire to have the Unified Communications and the Contact Center services on the same platforms?

Answer 3:

It is left to the discretion of each proposer to propose a method for delivery that aligns to its business practices and meets all applicable industry standards, laws, and regulations. Proposals are evaluated based on the criteria stated in the RFP.

Question 4:

Is there any sort of requirements document that can be provided?

Answer 4:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities. A proposer can propose its entire line of equipment, products, and services falling within the requested equipment, products, and services as described in the RFP.

Question 5:

What scale of professional services and implementation assistance is expected for implementation on each agency?

Answer 5:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services, “[g]enerally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.” It is left to the discretion of each proposer to determine and propose the equipment, products, or services that align with the proposer’s business methods. The solicitation is a competitive process and proposals are evaluated on the content submitted.

Question 6:

What are the anticipated number of transactions and revenue per transaction that would equate to the estimated \$40M annual revenue?

Answer 6:

The anticipated volume stated in the RFP is an estimate based on past volume of similar contracts. It is an estimate only, and no sales or sales volume are guaranteed.

Question 7:

Can you provide us with the number of agents to be included with this bid's pricing?

Answer 7:

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 120122 posted to the Sourcewell Procurement Portal on 10/24/2022, is required at the time of proposal submittal.



10/25/2022

Addendum No. 6

Solicitation Number: RFP 120122

Solicitation Name: Unified Communication and Contact Center Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

If a vendor doesn't have its own SAM number or doesn't meet the template contract insurance requirements under their entity, but their parent company does, would the vendor be permitted to submit documentation filed under its parent company to satisfy the requirements?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of its proposal or the methods of satisfying RFP requirements. Each proposer, in its discretion, will determine the approach that aligns with its business methods and satisfies all requirements of the RFP. Each Proposal will be evaluated based on the criteria stated in the RFP.

For additional detail on the completion of the Portal Questionnaire Tables, refer to the General Instructions above Table 1.

A proposer that is seeking a modification to the template Contract terms, conditions, or specifications, must complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 in the proposal submission process. Refer also to RFP Article 5. – Contract.

Question 2:

How should we display pricing and descriptions of our platform.

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies the requirements of RFP Section III. – Pricing. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 120122 posted to the Sourcewell Procurement Portal on 10/25/2022, is required at the time of proposal submittal.



10/31/2022

Addendum No. 7

Solicitation Number: RFP 120122

Solicitation Name: Unified Communication and Contact Center Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

How may we make suggestions for an amendment of the RFP?

Answer 1:

Sourcewell does not contemplate an amendment of the RFP at this time. Nevertheless, questions regarding the RFP may be submitted through the Sourcewell Procurement Portal – www.proportal.sourcewell-mn.gov.

Question 2:

Is FedRamp Certification required for any or all of the solutions?

Answer 2:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications. A proposer is allowed to articulate the capabilities, features, and applicable certifications held for each product offering in the narrative response and in the materials selected by the proposer for upload in support of the proposal.

Question 3:

If FedRamp is not required, can a provider provide pricing for both FedRamp and regular pricing for solutions and services?

Answer 3:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the

requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 4:

Will products and services by one manufacturer, but proposed by multiple respondents be acceptable?

Answer 4:

The Sourcewell RFP is an open and competitive solicitation process. A proposer is allowed to propose the entire line of products and services falling within the requested equipment, products or services for this solicitation as described in RFP Section II. B. Proposals will be evaluated, and award/non-award determinations will be made, based on the criteria stated in the RFP.

Question 5:

How many awards do you anticipate making?

Answer 5:

Refer to RFP Section VII. - EVALUATION AND AWARD, subsections A. and B., for information regarding Sourcewell's intent with respect to awards. No limit (floor or ceiling) on the number of awards has been imposed.

Question 6:

Is this RFP a replacement for #081419 Technology Catalog Solutions or is it in addition to that contract?

Answer 6:

The Sourcewell RFP is an opportunity independent of any other prior, current, or future RFP. Each proposer, in its discretion, will propose the equipment, products, or services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation. Each Proposal will be evaluated based on the criteria stated in the RFP.

Question 7:

Is using MSRP an acceptable approach to providing pricing?

Answer 7:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 120122 posted to the Sourcewell Procurement Portal on 10/31/2022, is required at the time of proposal submittal.



11/4/2022

Addendum No. 8

Solicitation Number: RFP 120122

Solicitation Name: Unified Communication and Contact Center Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can Sourcewell advise if the equipment, products, or services my company offers would be considered within scope of this RFP?

Answer 1:

In the competitive process, Sourcewell will not pre-evaluate a proposer's equipment, product, or services offering or advise a proposer on the content of the proposal. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B. - Requested Equipment, Products or Services. However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation.

Question 2:

In Table 5: Top Five Government or Education Customers - Size of Transaction(s), do you want an average dollar amount of all transactions or a range of the individual dollar amount of all transaction(s)?

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their past marketplace success and their ability to serve Sourcewell participating entities. Proposals are evaluated based on the criteria stated in the RFP.

Question 3:

How are payment method and terms to be included in the proposal for Sourcewell and the participating entity? Can they be included as an attachment in the proposal to Sourcewell and the proposal for the participating entity? Are payment methods and payment terms to be negotiated solely with Participating Entity?

Answer 3:

It is left to the discretion of each proposer to determine and propose the payment terms that align with their business methods and satisfies all the requirements of Article 6. A. – Orders and Payment, of the Sourcewell contract template and Table 10 of the questionnaire within the Sourcewell Procurement Portal.

Question 4:

We see several manufacturers on the list of current contract holders. Does Sourcewell prefer to award contracts to manufacturers or to companies that support multiple manufacturers (e.g., resellers)?

Answer 4:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services, “If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.”

Question 5:

Governing Law and venue for any action related to Participating Entity will be determined by the participating entity making the purchase. Does this mean the participating entity’s location will determine the governing law, venue, any tax requirements, etc.?

Answer 5:

Refer to template contract Section 6. E. – Governing Law and Venue. Under the template contract, the governing law and venue for any action related to a Participating Entity’s order will be determined by the Participating Entity making the purchase.

Question 6:

Clarify the calculation of the administrative fee and if the administrative fee is per participating entity award. What is the percentage? How is the percentage determined? Is the percentage based upon total sales in the proposal to the participating entity?

Answer 6:

It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and industry. Refer to RFP Section VI. B. – Administrative Fees and Section 8. B. of the contract template for further information on administrative fees.

Question 7:

In Table 14B: Unified Communication Solutions - Line 75, please define Enhanced Messaging or provide examples of what you would consider under this term?

Answer 7:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the products and services that the proposer will include. The solicitation is a competitive process and proposals are evaluated based on the scoring criteria stated in the RFP and the content submitted.

Question 8:

How can I request an amendment to add additional equipment, products, or services to RFP Section II. B. – Requested Equipment, Products, or Services?

Answer 8:

Sourcewell does not contemplate an amendment of the RFP at this time. Nevertheless, questions regarding the RFP may be submitted through the Sourcewell Procurement Portal – www.proportal.sourcewell-mn.gov.

End of Addendum

Acknowledgement of this Addendum to RFP 120122 posted to the Sourcewell Procurement Portal on 11/4/2022, is required at the time of proposal submittal.



11/10/2022

Addendum No. 9

Solicitation Number: RFP 120122

Solicitation Name: Unified Communication and Contact Center Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are there documents besides the RFP, contract template, and addendums? If so, where are the documents found?

Answer 1:

All proposals must be submitted through the Sourcewell Procurement Portal. Guidance on preparing a response in the Portal can be found in the "Submit Response Guide" found on the "Bids Homepage" in the Resource Materials section. After selecting "Start Submission" from the Bid Details page, a proposer will navigate to Step 1 to begin the submission.

End of Addendum

Acknowledgement of this Addendum to RFP 120122 posted to the Sourcewell Procurement Portal on 11/10/2022, is required at the time of proposal submittal.



11/16/2022

Addendum No. 10

Solicitation Number: RFP 120122

Solicitation Name: Unified Communication and Contact Center Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

At what time should the awarded vendors be expected to contact the participating entities with marketing efforts? Will Sourcewell provide guidelines on who and when to contact?

Answer 1:

The Sourcewell supplier development team provides support and resources to expand and enhance awarded supplier marketing efforts. In the competitive process, Sourcewell does not advise on the content of proposer marketing plans. Each proposal will be evaluated based on the criteria stated in the RFP.

Question 2:

Will the vendors be responsible for reaching out to the participating entities without knowing who is interested in our services or will Sourcewell provide the vendors with a list of the participating entities who are looking to revamp their call center/voice solutions?

Answer 2:

It is left to the discretion of each proposer to articulate and propose the marketing plan that aligns with their business methods and satisfies all the requirements of RFP Article II. F. – Marketing Plan. The solicitation is a competitive process and proposals are evaluated on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 120122 posted to the Sourcewell Procurement Portal on 11/16/2022, is required at the time of proposal submittal.



11/17/2022

Addendum No. 11

Solicitation Number: RFP 120122

Solicitation Name: Unified Communication and Contact Center Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is Sourcewell willing to receive a monthly payment of a percentage of the monthly revenue generated from sales on the contract vs. a one-time quarterly payment?

Answer 1:

Refer to RFP Section III. B. – Administrative Fees, and Sourcewell contract template Section 8. B. – Administrative Fee, for additional information regarding administrative fees.

End of Addendum

Acknowledgement of this Addendum to RFP 120122 posted to the Sourcewell Procurement Portal on 11/17/2022, is required at the time of proposal submittal.



11/21/2022

Addendum No. 12

Solicitation Number: RFP 120122

Solicitation Name: Unified Communication and Contact Center Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

How will the supplier be notified whether funding is available for a participating entity?

Answer 1:

Participating entities are solely responsible for payment. See template contract Section 6. A. – Orders and Payment, for additional guidance.

End of Addendum

Acknowledgement of this Addendum to RFP 120122 posted to the Sourcewell Procurement Portal on 11/21/2022, is required at the time of proposal submittal.



11/23/2022

Addendum No. 13

Solicitation Number: RFP 120122

Solicitation Name: Unified Communication and Contact Center Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What compliance requirements or certifications are needed?

Answer 1:

Refer to template contract Section 19. – Compliance. It is left to the discretion of each proposer to determine the documentation necessary to best demonstrate their ability to serve Sourcewell participating entities.

Question 2:

Could we request an extension?

Answer 2:

No extension of the due date is contemplated by Sourcewell at this time.

Question 3:

Do all participating entities order off resulting contracts in this RFP?

Answer 3:

Refer to RFP Section I. B. – Use of Resulting Contracts, “Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier.”

Question 4:

Does each customer negotiate individual terms?

Answer 4:

Refer to Sourcewell contract template Section 6. B. – Additional Terms and Conditions/Participating Addendum. “Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. ... Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.”

Question 5:

Could you define the warranty section?

Answer 5:

Refer to RFP Section II. C. 5. – Warranty. In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to describe the warranty provisions and coverages that apply to the equipment, products, or services proposed, and satisfies the requirements of RFP. Proposals are evaluated based on the criteria stated in the RFP.

Question 6:

How is volume pricing defined?

Answer 6:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies the requirements of RFP Section III. – Pricing. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 120122 posted to the Sourcewell Procurement Portal on 11/23/2022, is required at the time of proposal submittal.

Passed by the Kane County Board on September 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:



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No.

Authorizing the Purchase of Additional Laserfiche Licenses and a Budget Adjustment from the Riverboat Fund 390

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

Contact: Charles Lasky, 630.232.5827

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$95,000
If not budgeted, explain funding source:	

Summary:

Authorizing a Riverboat budget adjustment and the purchase of additional Laserfiche licenses through OPG3 that are needed throughout the County Office and Departments in an amount not to exceed Ninety-Five Thousand Dollars (\$95,000).

SS.

RESOLUTION NO. TMP-23-975

WHEREAS, pursuant to Kane County Resolution No. 19-345, the County of Kane and Enterprise Fleet Management of Oak Brook, Illinois entered into a vehicle fleet leasing program for the Kane County Division of Transportation; and

WHEREAS, the program has the option to purchase the currently leased vehicles that are a part of the Vehicle Leasing Program; and

WHEREAS, Enterprise is unable to replace the current vehicles with new vehicles per the vehicle fleet leasing program; and

WHEREAS, the County deems it prudent to purchase the currently leased vehicles which consist of Eight (8) GMC and Four (4) Chevy 2022 ½ Ton Pickup Trucks at a cost not to exceed \$310,000.00 for said vehicles.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board approve the purchase of the above described leased vehicles from Enterprise Fleet Management in the amount not to exceed Three Hundred Ten Thousand Dollars (\$310,000.00) and that the County of Kane appropriate said sum from County Highway Fund #300, Line Item #70070 (Automotive Equipment).

Line Item: 300.520.520.70070

Line Item Description: Automotive Equipment

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

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

If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on September 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:

Bill Lenertl President, Forest Preserve District Kane County, Illinois

Bill Roth , Secretary, Forest Preserve District Kane County, Illinois



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving Purchase of (8) GMC and (4) Chevy 2022 ½ Ton Pickup Trucks for the Kane County Division of Transportation

Committee Flow:

Transportation Committee, Administration Committee, Executive Committee, County Board

Contact:

Tom Rickert, 630.406.7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$310,000.00
If not budgeted, explain funding source: N/A	

Summary:

KDOT is currently leasing twelve (12) vehicles from a lease program passed by the County Board on October 8, 2019 (Resolution No. 19-345) with an option to purchase the vehicles. The leasing program is no longer working as originally intended as the vendor is unable to replace the vehicles with new ones per the program and as such is no longer cost effective as planned.

Up to this point, the program has exceeded expectations and KDOT has achieved an overall net benefit of over \$500,000 while in the leasing program. KDOT also sold the original County owned vehicles of various ages at the beginning of the program for \$66,000 for an overall fiscal benefit of approximately \$566,000.

The total amount to purchase these vehicles at this time is estimated to be \$310,000 or less for twelve (12) new 2022 ½ ton pickup trucks. As such, staff plans to revisit this program when available again and the leasing program proves cost effective.

Staff requests approval.

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

PRESENTATION/DISCUSSION NO. TMP-23-1080

**VEHICLE ACQUISITION APPROVAL - TO REPLACE A 2011 FORD ESCAPE
WITH A VEHICLE TO BE DETERMINED BASED ON AVAILABILITY**

Kane County Vehicle Request Form

Section 1 – Department Information

Department:	Division:	Date:
Address:	City:	Zip Code:
Department Contact Person:	Title:	
Telephone:	email:	

Section 2 – Current Vehicle Information

This request is to: <input type="checkbox"/> Replace an existing vehicle OR <input type="checkbox"/> Add a new vehicle to the fleet			
Does the replacement vehicle meet the County's replacement guidelines (age, mileage, reliability, maintenance and repair costs and conditions as calculated on the Replacement Guideline Calculation, attached)? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Vehicle being replaced:	Year:	Make:	Model:
Vehicle Type:	V.I.N. #:	Current Mileage:	
<input type="checkbox"/> Sedan	<input type="checkbox"/> Full size <input type="checkbox"/> Intermediate <input type="checkbox"/> Compact <input type="checkbox"/> Police Pkg <input type="checkbox"/> Special Equip.		
<input type="checkbox"/> SUV	<input type="checkbox"/> Full size <input type="checkbox"/> Intermediate <input type="checkbox"/> Compact <input type="checkbox"/> 4x4 <input type="checkbox"/> 4x2 <input type="checkbox"/> Special Equip. <small>Additional justification required for all SUV requests – please attach separate justification narrative</small>		
<input type="checkbox"/> Pass. Van	<input type="checkbox"/> 7 passenger <input type="checkbox"/> 12 passenger <input type="checkbox"/> Special Equipment		
<input type="checkbox"/> Cargo Van	<input type="checkbox"/> mini van <input type="checkbox"/> ¾-ton <input type="checkbox"/> 1-ton <input type="checkbox"/> Special Equipment		
<input type="checkbox"/> Pickup	<input type="checkbox"/> Compact <input type="checkbox"/> 4x4 <input type="checkbox"/> Standard Cab <input type="checkbox"/> Short Box <input type="checkbox"/> Special Equip. <input type="checkbox"/> ½-ton <input type="checkbox"/> 4x2 <input type="checkbox"/> Extended Cab <input type="checkbox"/> Long Box <input type="checkbox"/> ¾-ton <input type="checkbox"/> Crew Cab <input type="checkbox"/> 1-ton		
Original Purchase Price:	Current Estimated Fuel Efficiency (miles per gallon):		

Section 3 – Requested Vehicle

What will be the primary use of this vehicle? <input type="checkbox"/> Transportation of people Number of people: <input type="checkbox"/> Emergency response <input type="checkbox"/> Transportation of equipment, materials, or supplies (explain below) <input type="checkbox"/> Transportation of both people and equipment, materials, or supplies (explain below) <input type="checkbox"/> Other
Please explain the selection from the previous question
Is this vehicle authorized for take-home use? <input type="checkbox"/> Yes (explain below) <input type="checkbox"/> No
Vehicle will be assigned to: <input type="checkbox"/> Specific Individual <input type="checkbox"/> Work Group or Crew <input type="checkbox"/> Motor Pool or Shared Use
How often will this vehicle be used: <input type="checkbox"/> Multiple 8 hour shifts per day <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Pool Car
Primary parking location of the requested vehicle:

Type of Vehicle Requested	
<input type="checkbox"/> Sedan	<input type="checkbox"/> Full size <input type="checkbox"/> Intermediate <input type="checkbox"/> Compact <input type="checkbox"/> Police Package <input type="checkbox"/> Special Equipment
<input type="checkbox"/> SUV	<input type="checkbox"/> Full size <input type="checkbox"/> Intermediate <input type="checkbox"/> Compact <input type="checkbox"/> 4x4 <input type="checkbox"/> 4x2 <input type="checkbox"/> Special Equipment <small>Additional justification required for all SUV requests – please attach separate justification narrative</small>
<input type="checkbox"/> Pass. Van	<input type="checkbox"/> 7 passenger <input type="checkbox"/> 12 passenger <input type="checkbox"/> Special Equipment
<input type="checkbox"/> Cargo Van	<input type="checkbox"/> mini van <input type="checkbox"/> ¾-ton <input type="checkbox"/> 1-ton <input type="checkbox"/> Special Equipment
<input type="checkbox"/> Pickup	<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"><input type="checkbox"/> Compact</div> <div style="width: 50%;"><input type="checkbox"/> 4x4</div> <div style="width: 50%;"><input type="checkbox"/> Standard Cab</div> <div style="width: 50%;"><input type="checkbox"/> Short Box</div> <div style="width: 50%;"><input type="checkbox"/> Special Equipment</div> <div style="width: 50%;"><input type="checkbox"/> ½-ton</div> <div style="width: 50%;"><input type="checkbox"/> 4x2</div> <div style="width: 50%;"><input type="checkbox"/> Extended Cab</div> <div style="width: 50%;"><input type="checkbox"/> Long Box</div> <div style="width: 50%;"><input type="checkbox"/> ¾-ton</div> <div style="width: 50%;"><input type="checkbox"/> Crew Cab</div> <div style="width: 50%;"><input type="checkbox"/> 1-ton</div> </div>
Fuel Type (Choose One): <input type="checkbox"/> Gasoline <input type="checkbox"/> Gasoline/Electric Hybrid <input type="checkbox"/> Diesel <input type="checkbox"/> Flex-Fuel (E-85)	
Projected average monthly mileage:	
Fuel efficiency of replacement vehicle (miles per gallon - city and highway):	
Is the vehicle(s) to be purchased from the Illinois state public bid list? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, why not?	
When not in use, can this vehicle be used by other County employees outside department / office? <input type="checkbox"/> Yes <input type="checkbox"/> No (explain below)	
Provide detailed description and justification for any special or miscellaneous equipment (e.g., trailer hitch, spot light, tool box, lift gate, partitions, etc.) requested.	

Section 4 – Signatures	
Requesting Department Director's / Elected Officer's Signature:	Date:
Fleet Manager's Signature: Request <input type="checkbox"/> Approved <input type="checkbox"/> Denied Reason for denial:	Date:

7041 Ford ESCAPE
 7 FMC Uod 788 K C 05898

REPLACEMENT GUIDELINES CALCULATION SHEET

Light Vehicle Replacement Guidelines

Factor	Points
Age 11	One point for each year of chronological age, based on in-service date.
Miles/Hours 7	One point for each 10,000 miles of use.
Type of Service 1	1, 3, or 5 points are assigned based on the type of service that vehicle receives. For instance, a police patrol car would be given a 5 because it is in severe duty service. In contrast, an administrative sedan would be given a 1.
Reliability 1	Points are assigned as 1, 3, or 5 depending on the frequency that a vehicle is in the shop for repair. A five would be assigned to a vehicle that is in the shop two or more times per month on average, while a 1 be assigned to a vehicle in the shop an average of once every three months or less.
Maintenance and Repair Costs 5	1 to 5 points are assigned based on total life maintenance and repair costs (not including repair of accident damage). A 5 is assigned to a vehicle with life M&R costs equal or greater to the 50% of vehicle's original purchase price or 100% of the trade-in value of the vehicle, while a 1 is given to a vehicle with life M&R costs equal to 20-percent or less of 50% its original purchase cost or 50% of the vehicle's trade-in value. (attach copies of repair estimates or written summary of required repairs and source(s) of estimates)
Condition 5	This category takes into consideration body condition, rust, interior condition, accident history, anticipated repairs, etc. A scale of 1 to 5 points is used with 5 being poor condition. (attach photograph)
Point Ranges	
Under 18 points	Condition I Excellent
18 to 22 points	Condition II Good
23 to 27 points	Condition III Qualifies for replacement
28 points and above	Condition IV Needs immediate consideration

30

Replacement Guidelines Calculation Sheet

Dept: IT
Vehicle: 6002

Factor	Points	Explanation
Age	11	MODEL YEAR 2011
Miles	7	68000 MILES
Type of service	1	
Reliability	1	
M&R Costs		ALL BRAKES NEED TO BE REPLACED TIRES ARE DRY 5 ROTTED NEED TO BE REPLACED EXHAUST IS BROKEN FRONT SUBFRAME HAS RUST HOLES APROX COST \$5000
Condition	5	ROKER PANELS AND SUBFRME ARE RUSTED KBB PRICE IS \$4900 WHICH IS BELOW COST OF REPAIR
Total points	30	

Date evaluated: 27-Jun





STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-23-1070

RATIFYING AN EMERGENCY PURCHASE AFFIDAVIT TO PURCHASE A 2023 FORD ESCAPE ACTIVE FOR BUILDING MANAGEMENT

WHEREAS, the Building Management Department has requested and received emergency purchase authorization from the Kane County Board Chairman, pursuant to Kane County Code Chapter 2, Article VI, Division 3, Section 2-217 (A); and

WHEREAS, there is a global supply chain issue impacting the availability, price and ability to purchase vehicles pursuant to the bidding requirements of the Kane County Purchasing Ordinance; and

WHEREAS, Building Management has located one Ford Escape Active at Haggerty Ford of West Chicago, Illinois for the amount of \$31,660.00.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Emergency Purchase Affidavit, submitted by the Kane County Building Management Department and authorized by the County Board Chairman, is hereby ratified for the purchase of one Ford Escape Active in the amount of Thirty-One Thousand Six Hundred and Sixty Dollars (\$31,660) from Haggerty Ford 300 E. Roosevelt Road West Chicago, IL 60185.

Line Item: 500.800.805.70070

Line Item Description: Capital Projects. Automotive Equipment

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

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

If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on September 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:



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No.

Ratifying an Emergency Purchase Affidavit to Purchase a 2023 Ford Escape Active for Building Management

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

Contact: Henry Thompson, 630-762-2174

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$31,660
If not budgeted, explain funding source:	

Summary:

Ratifying an Emergency Purchase Affidavit to purchase a 2023 Ford Escape from Haggerty Ford of West Chicago in the amount of \$31,660.

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: **23-040 Vehicle Fleet**

DATE: **June 14, 2023**

The County of Kane is accepting competitive sealed bids from qualified and authorized dealers to furnish and deliver of available vehicles including Ford, Chrysler, and Dodge per specifications or "Approve Equal" for the Kane County Building Management Department's vehicle fleet. This is an all-inclusive bid.

SUBMITTAL REQUIREMENTS:

One (1) original bid response with all the required submittal documents must be submitted electronically to <https://www.bidnetdirect.com/illinois/kanecounty>. Please upload your complete bid response through Bidnet Direct prior to the submission due date and time.

- Signed Offer to Contract Form
- Certificate of Insurance – see attached sample
- References

SUBMISSION DATE & TIME: **Friday, July 7, 2023 at 3:30 p.m. CST**

CONTACT PERSON:

Tim Keovongsak, CPPB
purchasing@co.kane.il.us
Telephone: (630) 232-5929

PLEASE NOTE: Bids received after the submittal time will be rejected. This is an electronic bid submittal and there is no public opening. Please upload your bid response through Bidnet Direct before the due date and time.

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, JUNE 29, 2023 AT 11:00 A.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 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 the format listed in submittal instructions 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 County 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 Kane County 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 Pick up 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 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 - (If award of Contract)

- 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, and 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 (Not Applicable to Bid 23-040)

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.

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**.

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.

36. EXECUTION OF A PERFORMANCE BOND, PAYMENT BOND & LABOR AND MATERIALS BOND - (Not Applicable to Bid 23-040)

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 20% 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 collet district, any public building commission, the State of Illinois, any agency of the state government of the United States, or of any other State, any political subdivision of another State, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body of the agency created by the agreement.

Kane County wants to expand on the current benefits of intergovernmental cooperation on a regional basis. The goal of Kane County Purchasing is to combine the resources and purchasing power of governments and not-for-profit entities to negotiate the most favorable contract terms in order to obtain the best quality products and services at the lowest prices. By purchasing through Kane County Joint Purchasing Contracts, participants will save both time and money by not having to duplicate the formal bidding and request for proposal solicitation process.

Illinois statutes, 525/2 from Ch. 85, par. 1602 (Governmental Joint Purchasing Act), authorizes that any governmental unit may purchase personal property, supplies, and services jointly with one or more other governmental units. All such joint purchases shall be by competitive solicitation as provided in Section 4 of this Act.

STATEMENT OF WORK For VEHICLE FLEET

I. OVERVIEW

The County of Kane is accepting competitive sealed bids from qualified and authorized dealers to furnish and deliver of available vehicles including Ford, Chrysler, and Dodge per specifications or “Approve Equal” for the Kane County Building Management Department’s vehicle fleet. This is an all-inclusive bid.

II. INTENT OF SPECIFICATIONS

The specifications listed below are not meant to exclude any particular manufacturer, product, or brand. The product, delivery, and service shall be all-inclusive and complete in all details, including all minor items and accessories or devices necessary for the completion of the sale and services per specifications and requirements. Reference to brand names and part numbers and product code is descriptive, but not restrictive unless otherwise specified, it is understood that the product or service the bidder is offering shall meet, exceed, or “equal” the vehicle requirements as specified within this bid document.

III. APPROVED EQUAL

If and wherever in the specifications reference is made to a brand name, catalog number, or use of a specific description as referred thereto, and etc., it is only for the purpose of establishing a grade and quality. Since Kane County does not wish to rule out other product models or brands, an “approved equal” is acceptable if the vendor has provided information for staff to verify that the product is an approved equal. If **“NO SUBSTITUTION”** is stated, only the specified product will be acceptable. Kane County will be the sole judge as to the acceptability of an **“Approved Equal”**.

IV. SPECIFICATIONS and GENERAL REQUIREMENTS

The Vendors shall provide supporting documents and fully state such deviations or exceptions of the proposed vehicle as part of their bid response. The Vendor shall comply with the true intent of the specifications, and not take advantage of any unintentional error or omission. Should the Vendors observe any discrepancy, ambiguity, omission, or be in doubt as to the intention and meaning of any portion of the product specifications and requirements, they should report such to the Kane County Purchasing Office.

The Vendor shall include the specifications and configurations of the vehicle quoted with their bid response. We are open to receive of an alternate bid for the 2022, or the latest model year of the specified vehicles listed below or as available. Please use the bid Offer to Contract Form to submit your price quote for each unit, attach a separate sheet for any additional documents or pricing information. Acceptance of alternate option or “Approve Equal” is solely at the discretion of the County.

The acceptable vehicle makes and models and including all standard equipment packages are listed below. **Quantities needs are for 1 or more of each unit with Delivery within 120 days after receipt of a purchase order:**

Vehicle requirements and general specifications
New Ford F150 XL, 4x4 Pickup Truck 6 1/2' box/bed,
New Ford F150 XL, 4x4 Pickup Truck 8' box/bed
New Ford F150 XLT, 4x4 Pickup Truck 6 1/2' box/bed
New Ford F150 XLT, 4x4 Pickup Truck 8' box/bed
New Ford Escape (Active Model)
New Ford Escape (ST-Line)
New Ford Ecosport (S Model)
New Ford Ecosport (SE Model)
New Ford Explorer
New Ford Explorer XLT
New Ford E-Transit Cargo Van Standard Length (Medium roof)
New Ford E-Transit Cargo Van Standard Length (High roof)
New Ford E-Transit Cargo Van Long Length (Medium roof)
New Ford E-Transit Cargo Van Long Length (High roof)
New Ford Transit Cargo Van Regular 150 (Medium roof)
New Ford Transit Cargo Van Regular 150 (High roof)
New Ford Transit Cargo Van Long 150 (Medium roof)
New Ford Transit Cargo Van Long 150 (High roof)
New Ford Transit Cargo Van Regular 250 (Medium roof)
New Ford Transit Cargo Van Regular 250 (High roof)
New Ford Transit Cargo Van Long 250 (Medium roof)
New Ford Transit Cargo Van Long 250 (High roof)
New Ford Transit Connect (XL Cargo Van)
New Ford Transit Connect (XLT Cargo Van)
New Chrysler Pacifica Touring Minivan
New Chrysler Pacifica Touring L Minivan
New Chrysler Pacifica Hybrid Touring L Minivan
New Dodge Ram Promaster 1500 Cargo Van 118" WB (Medium roof)
New Dodge Ram Promaster 1500 Cargo Van 118" WB (High roof)
New Dodge Ram Promaster 1500 Cargo Van 136" WB (Medium roof)
New Dodge Ram Promaster 1500 Cargo Van 136" WB (High roof)

PLEASE NOTE:

The County reserves the right to accept or reject any part of this bid. 2022 model year or newer vehicle models are acceptable. Please indicates vehicle makes and models year if you bid on an "Approve Equal" or alternate vehicle model. All vehicles are based units that include all standard equipment packages and key features with no additional options.

III. **SPECIAL CONDITIONS**

A. **STANDARD WARRANTY:**

Minimum 3 year 36,000-mile bumper to bumper with 5yr/ 60,000 mile on the power train
5 Year/100,000 limited powertrain warranty.

NOTE: Warranty to be dealer registered, warranty coverage, and proof of warranty registration must be provided at the time of vehicle delivery. Warranty shall begin on the date that the completed vehicle is accepted and put into service by Kane County Building Management Department.

B. **VEHICLE**

The selected vendor shall provide miles on the odometer, vehicle identification number, color, and length of warranty remaining if the vehicle approved for purchase is a used model year 2022 or 2023.

C. **BID PRICING / DELIVERY:**

This is an all-inclusive bid. 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 product unless specified directly on the Offer to Contract Form.

Delivery shall be **F.O.B Destination to:**

**Kane County Building Management Department
37W699 IL RT 38., St. Charles, IL 60175**

D. **AWARD:**

It is the intention of Kane County to make a single award to the most responsive and responsible bidder providing the lowest pricing meeting the specifications and contract requirements. Kane County reserves the right to add additional parts or services if it is in the best interest of the County to do so and to compare or accept pricing of all known cooperatives available to local government in Illinois and/or to evaluate by but not limited to: bid completeness, cost, and compliance with specifications, lead-time, and delivery or other alternates.

This is a quick turnaround purchase and delivery after approval and issuance of a purchase order. Delivery date and confirmation of the availability of the vehicle, as quoted, are required. The County will issue a purchase order to reserve the vehicles and start the ordering process. The County will process payment upon complete delivery of the vehicles.

E. **VEHICLE TITLE:** Owner name and Title shall read as:

**County of Kane
719 S. Batavia Ave.
Geneva, IL 60134**

IV. RESPONSE INSTRUCTIONS

A. OFFER TO CONTRACT FORM

VENDORS ARE REQUIRED TO USE THE OFFER TO CONTRACT FORM. THE FOLLOWING ARE MANDATORY SUBMITTALS IF AWARD OF THE SERVICE CONTRACT WHICH INCLUDE: A CERTIFICATE OF INSURANCE PER KANE COUNTY REQUIREMENTS, CONTRACTOR DISCLOSURE, AND FAMILIAL RELATIONSHIP STATEMENTS, PLEASE REFERENCE THE ATTACHED SAMPLES.

An original bid response (with all required submittal documents) must be submitted electronically at: <https://www.bidnetdirect.com/illinois/kanecounty> prior to the submittal date and time. Please upload your complete bid response through Bidnet Direct, labeled as "23-040 Vehicle Fleet" prior to the deadline on **Friday, July 7, 2023 at 3:30 p.m., CST.**

County of Kane
Purchasing Department, Building (A), Rm# 211, 212, or 214
719 South Batavia Ave., Geneva, IL 60134
Monday – Friday 8:30 a.m. – 4:30 p.m., C.S.T.

B. QUESTIONS

All questions pertaining to this bid shall be submitted to the Purchasing Department in writing via e-mail to: purchasing@co.kane.il.us prior to the deadline for all questions.

C. Bid Forms

Vendors are required to use only the Kane County Offer to Contract Form to submit a response, *pages 20-24*. Attach all required submittal documents and pertinent information as requested on this bid package. Reference submittal instruction for more information.

BIDS MUST BE SUBMITTED ELECTRONICALLY AT

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

NO-BID/RFP/RFQ RESPONSE

BID 23-040
Vehicle Fleet

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 23-040
Vehicle Fleet

Bid Due Date & Time: FRIDAY, JULY 7, 2023 at 3:30 p.m. CST

Bid response must submit electronically to <https://www.bidnetdirect.com/illinois/kanecounty>

To: County of Kane Purchasing Department
Kane County Government Center
Bldg. A, Room 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 28) of the Instruction to Bidders, and has included or provided a certified document listing all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent.*

B. For purposes of this offer, the terms Offeror, Bidder, 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._____, 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 the cost, progress, or performance of the work and has made such independent investigations, as Vendor deems necessary.

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

III. INTERGOVERNMENTAL PRICING

This OPTIONAL PARTICIPATION PROGRAM would be for the use of ANY GOVERNMENTAL BODY (taxing body) in Kane County who should choose to be a part of this program wherever their location.

NOTE: The County of Kane will not be involved in purchasing by any other intergovernmental units (taxing bodies). The invoicing and payments would be entirely between the other intergovernmental units and the contracted Vendor(s). 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

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

YES NO (Circle One)

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

Signature _____ **Typed Signature** _____

Company _____

Address _____

Phone# _____ **Fax #** _____

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

JOINT PURCHASING AGREEMENT

The Governmental Joint Purchasing Act, 30 ILCS 525, authorizes certain local government units to purchase personal property and supplies jointly.

Government units are defined as follows. "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," 30 ILCS 525/1.

The Act further states (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," 30 ILCS 525/2.

Any authorized local unit of government 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.

IV. **BID PRICES:**

All-inclusive cost to supply and delivery of vehicles fleet "Approve Equal" per specifications.

Vehicle Descriptions and Requirement, Std. equipment package	If "Approved Equal"			Qty.	Unit Cost
	Year	Make	Model		
New Ford F150 XL, 4x4 Pickup Truck 6 1/2' box/bed				1	
New Ford F150 XL, 4x4 Pickup Truck 8' box/bed				1	
New Ford F150 XLT, 4x4 Pickup Truck 6 1/2' box/bed				1	
New Ford F150 XLT, 4x4 Pickup Truck 8' box/bed				1	
New Ford Escape (Active Model)				1	
New Ford Escape (ST-Line)				1	
New Ford Ecosport (S Model)				1	
New Ford Ecosport (SE Model)				1	
New Ford Explorer				1	
New Ford Explorer XLT				1	
New Ford E-Transit Cargo Van Standard Length (Medium roof)				1	
New Ford E-Transit Cargo Van Standard Length (High roof)				1	
New Ford E-Transit Cargo Van Long Length (Medium roof)				1	
New Ford E-Transit Cargo Van Long Length (High roof)				1	
New Ford Transit Cargo Van Regular 150 (Medium roof)				1	
New Ford Transit Cargo Van Regular 150 (High roof)				1	
New Ford Transit Cargo Van Long 150 (Medium roof)				1	
New Ford Transit Cargo Van Long 150 (High roof)				1	
New Ford Transit Cargo Van Regular 250 (Medium roof)				1	
New Ford Transit Cargo Van Regular 250 (High roof)				1	
New Ford Transit Cargo Van Long 250 (Medium roof)				1	
New Ford Transit Cargo Van Long 250 (High roof)				1	

Vehicle Descriptions and Requirement, Std. equipment package	If “Approved Equal”			Qty.	Unit Cost
	Year	Make	Model		
New Ford Transit Connect (XL Cargo Van)				1	
New Ford Transit Connect (XLT Cargo Van)				1	
New Chrysler Pacifica Touring Minivan				1	
New Chrysler Pacifica Touring L Minivan				1	
New Chrysler Pacifica Hybrid Touring L Minivan				1	
New Dodge Ram Promaster 1500 Cargo Van 118” WB (Medium roof)				1	
New Dodge Ram Promaster 1500 Cargo Van 118” WB (High roof)				1	
New Dodge Ram Promaster 1500 Cargo Van 136” WB (Medium roof)				1	
New Dodge Ram Promaster 1500 Cargo Van 136” WB (High roof)				1	

GUARANTEED DELIVERY OF THE VEHICLE PER SPECIFICATIONS WILL BE (_____) CALENDAR DAYS OR EARLIER FROM THE RECEIPT OF A PURCHASE ORDER FROM KANE COUNTY.

The County has one hundred twenty (120) days to accept your bid and price quote, please indicate how many days the vehicle can be held after the bid due date: _____ days.

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 SHALL SIGN THIS SECTION.**

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

ACCEPTANCE

The Offer is hereby accepted for the **VEHICLE FLEET**

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

This contract shall henceforth be referred to as Contract Number 23-040. The Vendor has been cautioned not to commence any billable work or to provide any supplies or services until said vendor receives a purchase order and or notice to proceed.

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

Date

VENDOR CERTIFICATION

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

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

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

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

REQUIRED CONTACT INFORMATION

The vendors shall provide the following contact information.

Customer Service/General Information: Ph: _____

To place an order: Name: _____

Ph: _____ Fax: _____

E-mail: _____

Billing & Invoicing question:

Name: _____

Ph: _____

E-mail: _____

Operation: Supervisor

Name: _____

Ph: _____

E-mail: _____

24-hour answering service:

Ph: _____

BID SUBMITTAL CHECKLIST

The undersigned Vendor acknowledged and verified that all required documents, statements, and all certificates meeting 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 their bid response.

_____: SIGNED BID OFFER TO CONTRACT FORM with all supporting documents (pages 20-24).

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

_____: VENDOR FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT (See attached sample, a mandatory submittal if award of the 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 named insured with required policy endorsements shall be submitted before issuing of award and contract execution. (See attached sample, a mandatory submittal if award of the contract)

_____: REFERENCES & CONTACT INFORMATION

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

Vendor/Agency: _____

Address/City/State: _____

Phone # _____ 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 456 Second Street Geneva, IL 60134	50%
---	-----

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

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

SS.

COUNTY OF KANE)

RESOLUTION NO. 23-97

RATIFYING AN EMERGENCY PURCHASE AFFIDAVIT TO PURCHASE ONE VEHICLE FOR THE BUILDING MANAGEMENT DEPARTMENT

WHEREAS, the Kane County Building Management Department is in need of four vehicles; and

WHEREAS, Building Management has located one vehicle at Westfield Ford in Countryside, Illinois for \$54,669.26 for a Ford Cargo Van; and

WHEREAS, there is a global supply chain issue impacting the ability to purchase vehicles pursuant to the bidding requirements of the Kane County Purchasing Ordinance; and

WHEREAS, it is in the best interest of the County to ratify the emergency purchase of four vehicles to minimize the disruption of County services.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Emergency Purchase Affidavit, submitted by the Kane County Building Management Department and authorized by the County Board Chairman, is hereby ratified for the purchase of one Ford 250 cargo van in the amount of \$54,669.26 (fifty-four thousand six hundred sixty-nine dollars and twenty six cents).

Line Item: 500.800.80.5.72010


Line Item Description: Capital Funds, Automotive Equipment

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

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

If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on March 14, 2023.


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

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

Vote:

passed

COUNTY OF KANE



EMERGENCY PURCHASE AFFIDAVIT

Kane County Code Chapter 2, Article VI, Division 3, Section 2-217 (A) states that "an emergency purchase equaling or exceeding \$30,000 may be authorized ... in certain situations ... where immediate repairs are required to County property to protect or prevent against further loss or damage, where immediate action is required to prevent or minimize disruption to County Services ..." and "An emergency purchase shall be limited to those materials, supplies, equipment, services, construction and construction related services necessary to satisfy the emergency and these purchases shall be made with such competitive evaluation as is practicable under the circumstances."

Kane County Code Chapter 2, Article VI, Division 3, Section 2-217 (B) further states that "A department seeking an emergency purchase shall prepare an emergency affidavit documenting both the existence of an emergency condition and the nature of the emergency. The department head shall sign the affidavit and submit to the county board chairman the emergency affidavit requesting authorization to make the emergency purchase."

WHEREAS, Building Management is currently short 7 vehicles. Specifically, 4 vehicles are currently inoperable and waiting to go to auction, and last fiscal year 3 vehicles were disposed of and have not been replaced; and

WHEREAS, Building Management is in need of additional vehicles in order to minimize disruption to County services; and


WHEREAS, the Building Management Department has located one Ford Transit 250 cargo van at Westfield Ford, 6200 S La Grange Rd. in Countryside, Illinois 60525. Westfield Ford has agreed to sell the Transit 250 cargo van to Building Management for \$54,669.26; and

WHEREAS, Building Management currently has \$220,000 in its budget for the purchase of new vehicles; and

WHEREAS, there is a known global supply chain issue with respect to vehicles, and it is in the best interest of the County to immediately purchase this new Transit 250 cargo van to address the shortage of vehicles in Building Management fleet for staff to respond to building related emergencies, service County assets and to respond to service requests in a timely manner.

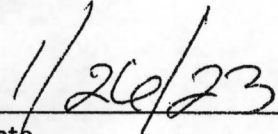
Now therefore I, Henry Thompson, being duly sworn solemnly affirm that I am the Kane County Director of Building Management and hereby request authorization to purchase 1 Transit 250 cargo van from Westfield Ford 6200 S La Grange Rd. Countryside, IL 60525 that has this van available for immediate delivery in the amount of \$54,669.26 from budgeted Building Management fund line items. I understand that this emergency procurement must be ratified by the County Board at the next regularly scheduled County Board meeting.

This affidavit is made pursuant to and in fulfillment of the emergency purchase affidavit provisions in the Kane County Purchasing Ordinance. I know and understand the contents of this affidavit and all statements herein are true and correct.



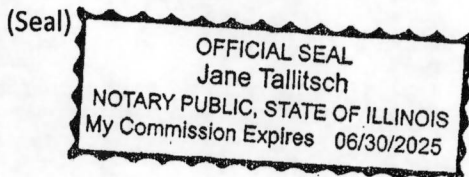
Signature of Affiant


Henry Thompson, Director of Building Management



Date

Subscribed and sworn before me this 26 day of January 2023.

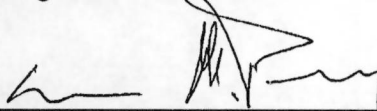




Signature of Notary Public
My commission expires:

6/30/2025

I agree that this purchase meets the conditions of an emergency purchase and hereby authorize the purchase of 1 Ford Transit 250 cargo van from Westfield Ford 6200 S La Grange Rd. Countryside, IL 60525 that has the van in stock not to exceed \$54,669.26 from budgeted Building Management fund line items.



Signature of Authorizing Official
Corinne Pierog, Madam Chairman

January 26, 2023

Date

BID 23-040 Vehicle Fleet	VENDOR				Morrow Brother
Vehicle Descriptions	Year	Make	Model	Qty	Unit Cost
New Ford F150 XL, 4x4 Pickup Truck 6 1/2' box/bed	2023	Ford	F150	1	\$ 46,880.00
New Ford F150 XL, 4x4 Pickup Truck 8' box/bed	2023	Ford	F150	1	\$ 47,120.00
New Ford F150 XLT, 4x4 Pickup Truck 6 1/2' box/bed	2023	Ford	F150	1	\$ 54,970.00
New Ford F150 XLT, 4x4 Pickup Truck 8' box/bed	2023	Ford	F150	1	\$ 55,380.00
New Ford Escape (Active Model)	2023	Ford	Escape	1	\$ 38,960.00
New Ford Escape (ST-Line)	2023	Ford	Escape	1	\$ 39,960.00
New Ford Ecosport (S Model)				No Bid	
New Ford Ecosport (SE Model)				No Bid	
New Ford Explorer				No Bid	
New Ford Explorer XLT	2023	Ford	Explorer	1	\$ 59,480.00
New Ford E-Transit Cargo Van Standard Length (Medium roof)				No Bid	
New Ford E-Transit Cargo Van Standard Length (High roof)				No Bid	
New Ford E-Transit Cargo Van Long Length (Medium roof)				No Bid	
New Ford E-Transit Cargo Van Long Length (High roof)				No Bid	
New Ford Transit Cargo Van Regular 150 (Medium roof)				No Bid	
New Ford Transit Cargo Van Regular 150 (High roof)				No Bid	
New Ford Transit Cargo Van Long 150 (Medium roof)				No Bid	
New Ford Transit Cargo Van Long 150 (High roof)				No Bid	
New Ford Transit Cargo Van Regular 250 (Medium roof)	2023	Ford	T250	1	\$ 67,960.00
New Ford Transit Cargo Van Regular 250 (High roof)	2023	Ford	T250	1	\$ 68,960.00
New Ford Transit Cargo Van Long 250 (Medium roof)				No Bid	
New Ford Transit Cargo Van Long 250 (High roof)				No Bid	
New Ford Transit Connect (XL Cargo Van)				No Bid	
New Ford Transit Connect (XLT Cargo Van)				No Bid	
New Chrysler Pacifica Touring Minivan				No Bid	
New Chrysler Pacifica Touring L Minivan				No Bid	
New Chrysler Pacifica Hybrid Touring L Minivan				No Bid	
New Dodge Ram Promaster 1500 Cargo Van 118" WB (Medium roof)				No Bid	
New Dodge Ram Promaster 1500 Cargo Van 118" WB (High roof)				No Bid	
New Dodge Ram Promaster 1500 Cargo Van 136" WB (Medium roof)				No Bid	
New Dodge Ram Promaster 1500 Cargo Van 136" WB (High roof)				No Bid	

Opening Attended

TIM KROVOSTAC - KC PURCHASING

Tam Eue

*7/7/23
3:30 pm*

COUNTY OF KANE

Henry Thompson
Director of Building Management



Building Management
37W699 IL RT 3
St. Charles, IL 6017
P: (630) 762-217
thompsonhenry@co.kane.il.us

Memorandum – Emergency Purchase Affidavit

Date: July 21, 2023

To: Corinne Pierog, Madam Chairman
Vern Tepe, Vice Chairman

From: Henry Thompson, Chief of Operations, Building Management

Re: Emergency Purchase Affidavit – 2023 Active Ford Escape

I am requesting an Emergency Purchase Affidavit for the purchase of a 2023 Active Ford Escape. Building Management is currently short one vehicle that was in an accident that is a total loss. The total cost of this 2023 Active Ford Escape is not to exceed \$31,660. Due to shortage of inventory the purchase of this 2023 Active Ford Escape will be purchased from Haggerty Ford 330 E. Roosevelt Road, West Chicago, IL 60185. The vehicle is in stock and they willing to sell it at MSRP plus normal dealer fees.

There were three companies that provided quotes on Ford Escapes for Kane County.

I am seeking authorization by Emergency Purchase Affidavit to purchase the 2023 Active Ford Escape from Haggerty Ford 330 E. Roosevelt Road, West Chicago, IL 60185, that has this vehicle available for immediate delivery in the amount of \$31,660 from budgeted Building Management fund line items.

Please review the attached Emergency Purchase Affidavit. If you agree with the Emergency Purchase Affidavit the next step would be to sign the affidavit and add this to the next County Board meeting for approval in August or September, 2023.

COUNTY OF KANE



EMERGENCY PURCHASE AFFIDAVIT

Kane County Code Chapter 2, Article VI, Division 3, Section 2-217 (A) states that “an emergency purchase equaling or exceeding \$30,000 may be authorized ... in certain situations ... where immediate repairs are required to County property to protect or prevent against further loss or damage, where immediate action is required to prevent or minimize disruption to County Services ...” and “An emergency purchase shall be limited to those materials, supplies, equipment, services, construction and construction related services necessary to satisfy the emergency and these purchases shall be made with such competitive evaluation as is practicable under the circumstances .”

Kane County Code Chapter 2, Article VI, Division 3, Section 2-217 (B) further states that “A department seeking an emergency purchase shall prepare an emergency affidavit documenting both the existence of an emergency condition and the nature of the emergency. The department head shall sign the affidavit and submit to the county board chairman the emergency affidavit requesting authorization to make the emergency purchase.”

Whereas the Building Management Department has requested and received emergency purchase authorization from the Kane County Board Chairman, pursuant to Kane County Code Chapter 2, Article VI, Division 3, Section 2-217 (A) for purchase of 1 2023 Active Ford Escape in an amount of \$31,660 from budgeted Building Management fund line items. Due to shortage of inventory the purchase of this 2023 Active Ford Escape will be purchased from Haggerty Ford 330 E. Roosevelt Road, West Chicago, IL 60185. The vehicle is in stock and they willing to sell it at MSRP plus normal dealer fees; and

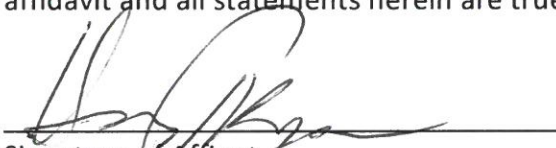
Whereas Building Management is currently short one vehicle that was in an accident that is a total loss. The total cost of this 2023 Active Ford Escape is not to exceed \$31,660; and

Whereas it is in the best interest of the County to immediately purchase this new 2023 Active Ford Escape to address the shortage of vehicles in Building Management fleet for staff to

respond to building related emergencies, service County assets and to respond to service requests in a timely manner;

Now therefore I, Henry Thompson, being duly sworn solemnly affirm that I am the Kane County Chief of Operations for Building Management and hereby request authorization to purchase the 2023 Active Ford Escape from Haggerty Ford 330 E. Roosevelt Road, West Chicago, IL 60185 that has this vehicle available for immediate delivery in the amount of \$31,660 from budgeted Building Management fund line items. I understand that this emergency procurement must be ratified by the County Board at the next regularly scheduled County Board meeting.

This affidavit is made pursuant to and in fulfillment of the emergency purchase affidavit provisions in the Kane County Purchasing Ordinance. I know and understand the contents of this affidavit and all statements herein are true and correct.


Signature of Affiant


7/24/23
Date

Henry Thompson, Chief of Operations, Kane County Building Management

Subscribed and sworn before me this 21st day of July 2023.


(Seal)




Signature of Notary Public
My commission expires:

6/30/2025

I agree that this purchase meets the conditions of an emergency purchase and hereby authorize the purchase of 1 2023 Active Ford Escape from Haggerty Ford 330 E. Roosevelt Road, West Chicago, IL 60185 that has the vehicle in stock not to exceed \$31,660 from budgeted Building Management fund line items.


Signature of Authorizing Official
Corinne Pierog, Madam Chairman

7/24/23
Date

HAGGERTY FORD, INC.
330 EAST ROOSEVELT RD
WEST CHICAGO IL 60185
630-231-3200

CUST#

RETAIL PURCHASE AGREEMENT

Deal Number: 4391

Purchaser's Name(s): COUNTY OF KANE

Date: 07/25/2023

Address: 37W699 IL 38 SAINT CHARLES IL 60175

County: KANE

Telephone (1): Telephone (2):

DOB:

E-mail: State I.D.# Issuing State: Exp. Date:

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR 2023	MAKE FORD	MODEL ESCAPE	COLOR OXFORD WHI	STOCK NO. F23181
VIN/SERIAL NO. 1FMCU0GNXPUA77945		ODOMETER READING <input type="checkbox"/> Not Accurate 6	SALESPERSON:	

THE VEHICLE IS: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> EXECUTIVE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER
--	--

WARRANTY STATEMENT		CASH PRICE OF VEHICLE	31135.00
Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services. If we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction, we may not limit or modify the implied warranties. CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Traducción española: Veá Párrafo 14. This Vehicle is being sold by our Dealership to you: TOTAL TRADE ALLOWANCE N/A			N/A
<input type="checkbox"/> AS-IS. You will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the Vehicle. We expressly disclaim all express and implied warranties, including any implied warranties of merchantability and fitness for a particular purpose. The vehicle is sold AS-IS because: <input type="checkbox"/> It is a new vehicle. <input type="checkbox"/> It is a used vehicle with more than 150,000 miles. <input type="checkbox"/> Other: N/A			N/A
<input type="checkbox"/> With the attached Power Train Warranty. No express warranty or implied warranty of fitness for any particular purpose or implied warranty of merchantability beyond that set forth in the Power Train Warranty is given by Dealership unless a box is marked below indicating that the Vehicle is sold with a Used Vehicle Limited Warranty from Dealership or Dealership enters into a Service Contract with you at the time of, or within 90 days of, the date of this transaction. Please refer to the Power Train Warranty section below.		TOTAL TRADE ALLOWANCE	N/A
<input type="checkbox"/> With the attached Used Vehicle Limited Warranty. Any implied warranties shall apply for the duration required by State Law and the duration of the Used Vehicle Limited Warranty, whichever is longer.		TOTAL SALE PRICE	31135.00
<input type="checkbox"/> With a Service Contract between you and N/A			N/A
X N/A			N/A

POWER TRAIN WARRANTY			N/A
Illinois law requires that this Vehicle will be free of a defect in a power train component for 15 days or 500 miles after delivery, whichever is earlier, except with regard to particular defects disclosed on the first page of this Agreement. "Power train component" means the engine block, head, all internal engine parts, oil pan and gaskets, water pump, intake manifold, transmission, and all internal transmission parts, torque converter, drive shaft, universal joints, rear axle and all rear axle internal parts, and rear wheel bearings. You (the consumer) will have to pay up to \$100 for each of the first 2 repairs if the warranty is violated.		TITLE FEE	165.00
X N/A		LICENSE FEE	13.00
			N/A
			N/A
			N/A
			N/A
			N/A
			N/A

WAIVER OF THE IMPLIED WARRANTY OF MERCHANTABILITY FOR PARTICULAR DEFECTS (PLEASE SEE ATTACHED WAIVER)			N/A
Attention Consumer: Sign here only if the seller has told you that this Vehicle has the following problem or problems and you agree to buy the Vehicle on those terms: 1. N/A 2. N/A 3. N/A		DOCUMENTARY FEE* (See Paragraph 12)	347.00
Consumer's Signature(s): N/A Date: N/A		OPTIONAL ERT FEE	N/A
		TOTAL DUE	31660.00

TRADE-IN VEHICLE INFORMATION		LESS DEPOSIT/DOWN PAYMENT (If Deposit, see Deposit Receipt)	N/A
Year: N/A	Make: N/A	Model: N/A	Color: N/A
VIN/Serial No: N/A	Odometer Reading: <input type="checkbox"/> Not Accurate N/A		
Trade-In Allowance: N/A	Balance Owed & Lienholder: N/A		

OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS			N/A
<input type="checkbox"/> PLEASE SEE THE DELIVERY CONFIRMATION <input type="checkbox"/> PLEASE SEE THE CONDITIONAL (SPOT) DELIVERY AGREEMENT		LESS CASH DUE AT DELIVERY	31660.00
		AMOUNT TO BE FINANCED (See Paragraphs 17 and 19)	N/A

This Agreement and any documents which are a part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

07/25/2023

07/25/2023

Purchaser N/A Accepted by Authorized Dealership Representative

Purchaser
DealerCAP

77569*1*HF-FI
CATALOG #8963153

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KANE COUNTY
Offer to Contract Form
BID 23-040
Vehicle Fleet

Bid Due Date & Time: FRIDAY, JULY 7, 2023 at 3:30 p.m. CST

Bid response must submit electronically to <https://www.bidnetdirect.com/illinois/kanecounty>

To: County of Kane Purchasing Department
Kane County Government Center
Bldg. A, Room 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: Morrow Brothers Ford, 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 28) of the Instruction to Bidders, and has included or provided a certified document listing all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent.*

B. For purposes of this offer, the terms Offeror, Bidder, 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._____, 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 the cost, progress, or performance of the work and has made such independent investigations, as Vendor deems necessary.

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

III. INTERGOVERNMENTAL PRICING

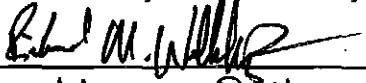
This OPTIONAL PARTICIPATION PROGRAM would be for the use of ANY GOVERNMENTAL BODY (taxing body) in Kane County who should choose to be a part of this program wherever their location.

NOTE: The County of Kane will not be involved in purchasing by any other intergovernmental units (taxing bodies). The invoicing and payments would be entirely between the other intergovernmental units and the contracted Vendor(s). 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

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

YES NO (Circle One)

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

Signature  Typed Signature Richard M. Wellenkamp
Company Morrow Brothers Jord, Inc.
Address 1242 Main St - Greenfield IL 62044
Phone# 217-368-3037 Fax# (217)-368-3517
Federal I.D./Social Security# 37-1162829 Date 7-7-23

JOINT PURCHASING AGREEMENT

The Governmental Joint Purchasing Act, 30 ILCS 525, authorizes certain local government units to purchase personal property and supplies jointly.

Government units are defined as follows. "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," 30 ILCS 525/1.

The Act further states (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," 30 ILCS 525/2.

Any authorized local unit of government 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.

IV. BID PRICES:

All-inclusive cost to supply and delivery of vehicles fleet "Approve Equal" per specifications.

Vehicle Descriptions and Requirement, Std. equipment package	If "Approved Equal"			Qty.	Unit Cost
	Year	Make	Model		
New Ford F150 XL, 4x4 Pickup Truck 6 1/2' box/bed	23	FORD	F150	1	46,880
New Ford F150 XL, 4x4 Pickup Truck 8' box/bed	"	"	"	1	47,120
New Ford F150 XLT, 4x4 Pickup Truck 6 1/2' box/bed	"	"	"	1	54,970
New Ford F150 XLT, 4x4 Pickup Truck 8' box/bed	"	"	"	1	55,380
New Ford Escape (Active Model)	"	"	Escape	1	38,960
New Ford Escape (ST-Line)	"	"	"	1	39,960
New Ford Ecosport (S Model)				1	
New Ford Ecosport (SE Model)	22	FORD	Ecosport	1	
New Ford Explorer				1	
New Ford Explorer XLT	"	"	"	1	59,480
New Ford E-Transit Cargo Van Standard Length (Medium roof)				1	
New Ford E-Transit Cargo Van Standard Length (High roof)				1	
New Ford E-Transit Cargo Van Long Length (Medium roof)				1	
New Ford E-Transit Cargo Van Long Length (High roof)				1	
New Ford Transit Cargo Van Regular 150 (Medium roof)				1	
New Ford Transit Cargo Van Regular 150 (High roof)				1	
New Ford Transit Cargo Van Long 150 (Medium roof)				1	
New Ford Transit Cargo Van Long 150 (High roof)				1	
New Ford Transit Cargo Van Regular 250 (Medium roof)	23	FORD	T250	1	67,960
New Ford Transit Cargo Van Regular 250 (High roof)	"	"	"	1	68,960
New Ford Transit Cargo Van Long 250 (Medium roof)				1	
New Ford Transit Cargo Van Long 250 (High roof)				1	

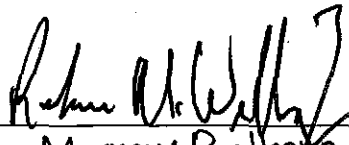
Vehicle Descriptions and Requirement, Std. equipment package	If "Approved Equal"			Qty.	Unit Cost
	Year	Make	Model		
New Ford Transit Connect (XL Cargo Van)				1	
New Ford Transit Connect (XLT Cargo Van)				1	
New Chrysler Pacifica Touring Minivan				1	
New Chrysler Pacifica Touring L Minivan				1	
New Chrysler Pacifica Hybrid Touring L Minivan				1	
New Dodge Ram Promaster 1500 Cargo Van 118" WB (Medium roof)				1	
New Dodge Ram Promaster 1500 Cargo Van 118" WB (High roof)				1	
New Dodge Ram Promaster 1500 Cargo Van 136" WB (Medium roof)				1	
New Dodge Ram Promaster 1500 Cargo Van 136" WB (High roof)				1	

GUARANTEED DELIVERY OF THE VEHICLE PER SPECIFICATIONS WILL BE () CALENDAR DAYS OR EARLIER FROM THE RECEIPT OF A PURCHASE ORDER FROM KANE COUNTY.

The County has one hundred twenty (120) days to accept your bid and price quote, please indicate how many days the vehicle can be held after the bid due date: days.

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 SHALL SIGN THIS SECTION.**

Signature  Typed Signature Richard M Wellenkamp
Company Morrow Brothers Ford, Inc.
Address/City/State 1242 Main St - Greenfield -IL 62044
Phone # (217) 368-3037 Fax # (217) 368-3517
Federal I.D./Social Security # 37-1162829 Date 7-7-23

ACCEPTANCE

The Offer is hereby accepted for the VEHICLE FLEET

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

This contract shall henceforth be referred to as Contract Number 23-040. The Vendor has been cautioned not to commence any billable work or to provide any supplies or services until said vendor receives a purchase order and or notice to proceed.

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

Date

VENDOR CERTIFICATION

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

- | | |
|---|--|
| <input type="checkbox"/> Minority-owned Business (MBE) | <input type="checkbox"/> Veteran-owned Business Enterprise (VBE) |
| <input type="checkbox"/> Woman-owned Business (WBE) | <input type="checkbox"/> Service-Disabled Veteran-owned Business Enterprise (SDVBE) |
| <input type="checkbox"/> Business Enterprise Program (BEP) | <input type="checkbox"/> Veteran-owned Small Business (VOSB) |
| <input type="checkbox"/> Small Disadvantaged Business (SDB) | <input type="checkbox"/> Persons with Disabilities-owned Business Enterprises (PDBE) |
| <input type="checkbox"/> Kane County Local Business | <input checked="" type="checkbox"/> N/A – These categories do not apply to my business |

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

REFERENCES
VEHICLE FLEET
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: Morrow Brothers Ford, Inc.

1. Organization: University of Illinois Chicago
Address: PO Box 820
City, State, Zip Code: Rantoul, IL 61806
Telephone Number: (312) 996-6637
Contact Person: Eric Phillips
Date of Project: August 11, 2022
E-mail Address: ericp@uic.edu
2. Organization: Antioch CC School District 34
Address: 964 Spafford Street
City, State, Zip Code: Antioch, IL 60002
Telephone Number: (847) 838-8401
Contact Person: Maria Treto-French
Date of Project: July 13, 2022
E-Mail Address: MTreto.french@antioch34.com
3. Organization: Kankakee County Sheriff's Dept
Address: 3000 S Justice Way
City, State, Zip Code: Kankakee, IL 60901
Telephone Number: (815) 937-8250
Contact Person: Jay Hansen
Date of Project: September 21, 2021
E-Mail Address: j.hansen@k3county.net
4. Organization: Springfield Public Schools
Address: 530 West Reynolds
City, State, Zip Code: Springfield, IL 62702
Telephone Number: (217) 525-3040
Contact Person: Darrell Schaver
Date of Project: May 12, 2021
E-Mail Address: dschaver@sps186.org

REQUIRED CONTACT INFORMATION

The vendors shall provide the following contact information.

Customer Service/General Information: Ph: (217) 368-3037

To place an order: Name: Richard M. Wellenkamp

Ph: (217) 368-3037 Fax: (217) 368-3517

E-mail: richie@morrowbrothersfordinc.com

Billing & Invoicing question:

Name: Same As Above

Ph: _____

E-mail: _____

Operation: Supervisor

Name: Same As Above

Ph: _____

E-mail: _____

24-hour answering service:

Ph: Same As Above

BID SUBMITTAL CHECKLIST

The undersigned Vendor acknowledged and verified that all required documents, statements, and all certificates meeting 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 their bid response.

_____: SIGNED BID OFFER TO CONTRACT FORM with all supporting documents (pages 20-24).

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

_____: VENDOR FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT
(See attached sample, a mandatory submittal if award of the 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 named insured with required policy endorsements shall be submitted before issuing of award and contract execution. (See attached sample, a mandatory submittal if award of the contract)

_____: REFERENCES & CONTACT INFORMATION

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

Vendor/Agency: Morrow Brothers Ford, Inc.
Address/City/State: 1242 Main St - Greenfield - IL 62044
Phone # (217) 368-3037 Fax # (217) 368-3517

CONTRACTOR DISCLOSURE

As of July 7, 2023, Morrow Brothers Ford, Inc., 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 12month period.

Below is a list of shareholders or owners, with at least 5% holdings in Morrow Brothers Ford, Inc:

Evelyn K. Wellenkamp 50%
1242 Main St
Greenfield, IL 62044

Archie W. Morrow 50%
1242 Main St
Greenfield, IL 62044



7-7-23

Officer/Title

Date

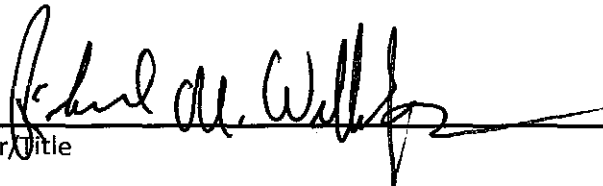
Subscribed and Sworn this _____ day of _____, 2023

Notary Public

FAMILIAL RELATIONSHIP DISCLOSURE

As of July 7, 2023, Morrow Brothers Ford, 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 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.

 7-7-23
Officer, Title Date

Subscribed and Sworn this _____ day of _____, 2023

Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/07/2023

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 Ferguson Insurance Agency Inc 507 Chestnut St Greenfield IL 62044		CONTACT NAME: Courtney Walker PHONE (A/C No. Ext): (217) 368-2741 E-MAIL ADDRESS: courtney@fergins.com FAX (A/C No.):	
INSURED MORROW BROTHERS FORD 1242 MAIN ST GREENFIELD IL 62044-1626		INSURER(S) AFFORDING COVERAGE INSURER A: PEKIN INS GROUP INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 24228b	

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	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		006200221	02/10/2023	02/10/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		005946868	05/03/2023	05/03/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 3,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	005945314	02/10/2023	02/10/2024	EACH OCCURRENCE \$ AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	005209159	02/28/2023	02/10/2024	PER-STATUTE E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Car Dealership

CERTIFICATE HOLDER**CANCELLATION**County of Kane
719 S Batavia Ave

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

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330 E. Roosevelt Rd., West Chicago, IL 60185
Ph: (630) 231-3200

Haggerty Ford
330 E. Roosevelt Rd
West Chicago, IL 60185
Ph: (630) 231-3200

DATE 07/21/2023 Salesman Lou Tornabeni
NAME COUNTY OF KANE STOCK # F23181
CO-BUYER _____ EMAIL FilesHeidi@kanecountyil.gov
ADDRESS 37W699 IL 38 CELL PHONE _____
CITY SAINT CHARLES STATE IL ZIP 60175 HOME _____
PHONE _____
HOME _____
PHONE _____
please enter my order for the following: ☐ New ☐ Demo ☐ Used

	YEAR	NAME	MODEL	COLOR	MILEAGE	SERIAL #
BOUGHT	2023	Ford	Escape	OXFORD WHITE	6	1FMCU0GNXPUA77945
TRADED						

CASH	
SELLING PRICE	31,135.00
TRADE	
DISCOUNT	
CASH	
DIFFERENCE	31,135.00
TAXES	
LICENSE &	
TITLE	178.00
ADMINISTRATIVE	
FEES & CHARGES	347.00
SUB	
TOTAL	31,660.00
PAYOFF	
ON TRADE	
SUB	
TOTAL	31,660.00
FACTORY	
REBATE	
SERV CONT	
DEPOSIT	
BALANCE DUE	
ON DELIVERY	31,660.00

ADMINISTRATIVE FEES AND CHARGES; AN ADMINISTRATIVE FEE IS NOT AN OFFICIAL FEE. AN ADMINISTRATIVE FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO CLOSING OF A SALE. THE BASE ADMINISTRATIVE FEE ENDING JANUARY 1, 1992 WAS \$40.00. THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR ADMINISTRATIVE FEES & CHARGES IS THE BASE ADMINISTRATIVE FEE OF \$40.00 WHICH SHALL BE SUBJECT TO AN ANNUAL ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW.

NOTICE: THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED OPTIONS, WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES.

No Public Liability or Property Damage Insurance Issued With This Transaction.

ALL WARRANTIES, IF ANY, BY MANUFACTURERS OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (A) ON ALL GOOD AND SERVICES SOLD BY DEALER; AND (B) ON ALL USED VEHICLES WHICH ARE SOLD AS IS-NOT EXPRESSLY WARRANTED OR GUARANTEED.

This is a non-binding order.

☐ NOTICE - If the box to the left is checked, the automobile purchased herein is a demonstrator which has been pre-used and may have incurred certain body repairs as a result of such usage.

The purchaser represents and warrants that he is of legal age; that he has title to and good right to sell and dispose of the used car traded in described above, that there are no liens, claims and/or encumbrances thereon, and agrees to furnish good and sufficient title and hereby grants Haggerty Ford power of attorney to assign and endorse said title for him, and to sign any and all applications which would be necessary to register title to car being purchased in any state or territory. After careful inspection and demonstration, the undersigned purchases the above vehicle with equipment at the prices and on the terms specified above.

TRANSFER OF TITLE TO ABOVE AUTOMOBILE IS SUBJECT TO FINAL, PAYMENT OF ANY AND ALL CHECKS CLEARING BANK UPON WHICH IS DRAWN.

SIGNED _____ PURCHASER

SIGNED _____ CO-BUYER



ford.com

VEHICLE DESCRIPTION

ESCAPE FWD


2023 ACTIVE FWD
106.7" WHEELBASE
1.5L ECOBOOST W/START-STOP
8-SPD AUTO TRANSMISSION

EXTERIOR
OXFORD WHITE
INTERIOR
EBONY UNIQUE CLOTH SEATS

PU A77945


STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE			
EXTERIOR <ul style="list-style-type: none">• ACTIVE GRILLE SHUTTERS• DOOR HANDLES - BODY COLOR• DUAL EXHAUST CHROME TIPS• EASY FUEL® CAPLESS FILLER• HEADLAMP COURTESY DELAY• HEADLAMPS - AUTO LED• PRIVACY GLASS - REAR DOORS• REAR INT WIPER/WASH/DFRST• REAR SPOILER• TAILLAMPS-LED	INTERIOR <ul style="list-style-type: none">• 1-TOUCH DOWN DRIVER WINDOW• DUAL ILLUM VIS VANITY MIRR• DUAL ZONE AUTO CLIMATE CTL• ILLUMINATED ENTRY SYSTEM• MAP POCKETS-PASSENGER• POWERPOINTS - 12V• REAR SEAT CUPHOLDERS AND ARMREST• ROTARY GEAR SHIFT DIAL• STEERING:TILT/TELESCOPE, CRUISE & AUDIO CONTROLS• UNIQUE CLOTH BUCKET SEATS• USB A AND C	FUNCTIONAL <ul style="list-style-type: none">• BLIS W/CROSS-TRAFFIC ALERT• ELECTRIC PARKING BRAKE• FORDPASS™ CONNECT• INTELLIGENT ACCESS W/PUSH BUTTON START• REFRESH95• SIRIUSXM® W/360L- NA AK&HI	SAFETY/SECURITY <ul style="list-style-type: none">• ADVANCETRAC™ WITH RSC®• AIRBAG - DRIVER KNEE• AIRBAGS - DUAL STAGE FRONT• AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT• AIRBAGS - SAFETY CANOPY®• LATCH CHILD SAFETY SYSTEM• PERSONAL SAFETY SYSTEM™• SECURILOCK® ANTI-THEFT SYS• SOS POST-CRASH ALERT SYS™• TIRE PRESSURE MONIT SYS WARRANTY <ul style="list-style-type: none">• 3YR/36,000 BUMPER / BUMPER• 5YR/60,000 POWERTRAIN• 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE	(MSRP)	PRICE INFORMATION	(MSRP)
EQUIPMENT GROUP 200A		BASE PRICE	\$29,345.00
		TOTAL OPTIONS/OTHER	295.00
OPTIONAL EQUIPMENT/OTHER		TOTAL VEHICLE & OPTIONS/OTHER	29,640.00
225/65R17 102H A/S BSW TIRES	135.00	DESTINATION & DELIVERY	1,495.00
EASY ACCESS CARGO SHADE			
FLR LINERS FR-RR W/O CRPT MTS	160.00		
SUPPLEMENTAL PTC HEATER	NO CHARGE		
17" SHDW SLVR-PNTD ALUM WHEELS			
FRONT LICENSE PLATE BRACKET	NO CHARGE		

	RAMP ONE		TOTAL MSRP \$31,135.00
	CX18		
	RAMP TWO	CONVOY	<div><div>Ford Credit</div></div> Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance .
		ITEM #: 41-4540 O/T 2	
	This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.		PF271 N RB 2X 350 002640 06 27 23


EPA DOT

Fuel Economy and Environment



Gasoline Vehicle

Fuel Economy



30

combined city/hwy

27

city

34

highway

Small SUVs range from 14 to 129 MPG. The best vehicle rates 132 MPGe.

3.3 gallons per 100 miles

You save

\$500

in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost

\$1,500

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

Smog Rating (tailpipe only)

1

6

10

Best

1

7

10




Best

This vehicle emits 299 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fuelconomy.gov.


Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$8,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.95 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov

Calculate personalized estimates and compare vehicles



Smartphone QR Code™



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

★★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash	Driver Passenger	★★★★★
---------------	------------------	-------

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash	Front seat Rear seat	★★★★★
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Based on the risk of injury in a side impact.


Rollover


★★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-327-4236

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WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

FordPass Connect™

Download the FordPass™ app* and you can:

Access Vehicle Control Features


- Remotely start, lock and unlock your vehicle.
- Locate your vehicle and check approximate fuel range.
- Receive vehicle health alerts.

Activate 4G LTE Wi-Fi Hotspot

- New vehicles include a 3-month or 3GB data (whichever comes first) Wi-Fi trial.
- Connect up to ten Wi-Fi-equipped devices.

*Compatible with select smartphone platforms. FordPass Connect™ service required (see App Terms for more information). Connected service and related feature functionality is subject to compatible AT&T-network availability. Evolving technology/cellular networks may affect functionality and availability, or continued provision of some features, prohibiting them from functioning. Message and data rates may apply. See your local Ford website for our privacy policy.

The FordPass Connect™ modem is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle Settings for connectivity options.




FORD PROTECT®
Continued Service Plan

Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

SCAN OR TEXT 1FPUA77945 TO 48028

Msg & Data rates may apply. Text HELP for help



www.ford.com/help/privacy-terms/

07/20/2023

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