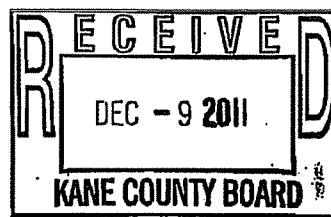


County of Kane
Office of County Board
Kane County Government Center



Karen McConnaughay
Chairman
630-232-5930



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

DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: Contract Execution – Interpreter Service

Submitted by: Tim Keovongsak / Purchasing Dept.

Date Submitted: December 9, 2011

Examined by:

KC [Signature]
(Print name)

[Signature]
(Signature)

12-27-2011
(Date)

Post on Web:

Yes

No

Atty. Initials KCS

Comments:

Request approval and Chairman's signature for execution of attach Offer to Contracts for Interpreter Service. BID 39-011 Interpreter Service – Resolution 11-357. Please notify Purchasing when available for pick up, x25929.

Attachment: Offer to Contract Form including – Interlate Systems, Translation Today Networks, and Kara Botello.

Chairman signed:

Yes

No

1/10/12
(Date)

Document returned to: _____

**KANE COUNTY
OFFER TO CONTRACT FORM
For
39-011 INTERPRETER SERVICE**

Bid Due Time & Date: 3:30 p.m. Wednesday, September 7, 2011

To: County of Kane (Purchasing Department)
Kane County Government Center, Bldg. A.
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: Bradley E. White

- 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 document listing all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent.*
 - B. For purposes of this offer, the terms Offerer, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
 - A. All bid documents have been examined: Instructions to Bidder, Statement of Work, and the following addenda:
No. _____, No. _____, No. _____, (Contractor to acknowledge addenda here).
 - B. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner.
 - C. Work will be accomplished in accordance with the Contract Document.

RATES FOR PART TIME INTERPRETER:

KANE COUNTY BRANCH COURT-TRAFFIC COURT

540 S. Randall Road, St. Charles, IL

| TRAFFIC COURT | | |
|----------------------------------|----------------|---------------|
| Requires one Spanish interpreter | | |
| DAY | TIME SCHEDULES | COST PER HOUR |
| Monday - Friday | 10 a.m. – Noon | \$ 35.00 |

KANE COUNTY THIRD STREET COURTHOUSE

100 S. Third St. Geneva, IL

| FORECLOSURE & JUVENILE COURT | | |
|--|--|---------------|
| Requires one Spanish interpreter for both courtrooms: Rooms 140 & 150 | | |
| DAY | TIME SCHEDULES | COST PER HOUR |
| Monday | 1 p.m. – 3 p.m. (Foreclosure and Juvenile Court) | \$ 35.00 |
| Tuesday – Friday | 9 a.m. – Noon (Excluding court-adjourned holidays) | \$ 35.00 |

KANE COUNTY JUDICIAL CENTER

37W777 Rt. 38, St. Charles, IL

- Individual Interpreter to be used between Courtroom 101, 203, and 209.

| CHILD SUPPORT COURT | | |
|-------------------------------|------------------------|---------------|
| Room 101 | | |
| DAY | TIME SCHEDULES | COST PER HOUR |
| Monday, Wednesday, and Friday | 10 a.m. – Noon | \$ 37.50 |
| FELONY COURT | | |
| Rooms 203 & 209 | | |
| DAY | TIME SCHEDULES | COST PER HOUR |
| Tuesday - Friday | 8:30 a.m. – 11:30 a.m. | \$ 41.00 |

- Interpreter to be shared between Courtroom 123, 211, 217, 305, 311, 313, and 319.

| FELONY COURT | | |
|--|----------------|---------------|
| Rooms – 123, 211, 217, 305, 311, 313, & 319 (Shared Interpreter between courtroom) | | |
| DAY | TIME SCHEDULES | COST PER HOUR |
| Tuesday - Friday | 9 a.m. – Noon | \$ 41.00 |
| Room 123 (Shared Interpreter needs to be present at 1 p.m. for bond call) | | |

BRANCH COURT LOCATIONS:

One part-time position is required at each of the following Court locations:

- Juvenile Justice Center – 37W777 Rt. 38, St. Charles, IL
- Aurora Branch Court – 49 E. Downer Pl. Aurora, IL
- Elgin Branch Court – 51 S. Grove St. Elgin, IL
- Carpentersville Branch Court - 1200 L W Besinger Dr. Carpentersville, IL

| DELINQUENCY COURT | | |
|---|--|-----------------|
| Juvenile Justice Center Location | | |
| DAY | TIME SCHEDULES | COST PER HOUR |
| Monday | 9 a.m. – 12:30 p.m. | \$ <u>37.50</u> |
| Tuesday | 9 a.m. – 12:30 p.m. & 1:30 p.m. – 4 p.m. | |
| Wednesday | 9 a.m. – 12:30 p.m. | |

| AURORA BRANCH COURT | | |
|----------------------------|--|-----------------|
| Aurora Location | | |
| DAY | TIME SCHEDULES | COST PER HOUR |
| Monday | 8:30 a.m. – 11:30 a.m. & 1 p.m. – 2 p.m. | \$ <u>35.00</u> |
| Tuesday | 8:30 a.m. – 11:30 a.m. & 1 p.m. – 2 p.m. | |
| Wednesday | 8:30 a.m. – 11:30 a.m. & 1 p.m. – 2 p.m. | |
| Thursday | 8:30 a.m. – 11:30 a.m. & 1 p.m. – 2 p.m. | |
| Friday | 8:30 a.m. – 11:30 a.m. | |

| ELGIN BRANCH COURT | | |
|---------------------------|---------------------------------------|-----------------|
| Elgin Location | | |
| DAY | TIME SCHEDULES | COST PER HOUR |
| Monday | 8:15 a.m. – 11 a.m. & 1 p.m. – 3 p.m. | \$ <u>35.00</u> |
| Tuesday | 8:15 a.m. – 11 a.m. & 1 p.m. – 3 p.m. | |
| Wednesday | 8:15 a.m. – 11 a.m. & 1 p.m. – 3 p.m. | |
| Thursday | 8:15 a.m. – 11 a.m. & 1 p.m. – 3 p.m. | |
| Friday | 8:15 a.m. – 11 a.m. | |

| CARPENTERSVILLE BRANCH COURT | | |
|-------------------------------------|---------------------|-----------------|
| Carpentersville Location | | |
| DAY | TIME SCHEDULES | COST PER HOUR |
| Wednesday | 9:30 a.m. – 11 a.m. | \$ <u>35.00</u> |

RATES FOR FULL TIME INTERPRETER:

| Rates for Full Time Interpreter (all Court Locations) | | |
|---|-----------------------|----------|
| DAY | TIME SCHEDULES | HOURLY |
| Monday - Friday | 8:15 a.m. – 4:30 p.m. | \$ 30.00 |

- Hourly rate for additional part time interpreter on an as needed basis, inclusive of travel and service time at all court locations: \$ 39.00 /hour
- Hourly rate for additional full time interpreters on an as needed basis, inclusive of travel and service time at all court locations: \$ 30.00 /hour
- Portal to Portal mileage charge: \$.50 /mile

Optional:

Document translation service: \$ _____ /page

Comments:

OPTIONAL INTERGOVERNMENTAL PRICING:

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

Will you offer the same pricing to other Kane County taxing bodies?

YES NO (Circle One)

PAYMENT:

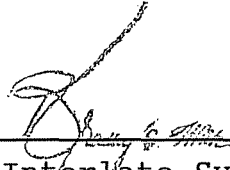
Will you accept payment by direct deposit through an Automated Clearing House (ACH)?

YES NO (Circle One)

VENDOR APPLICATION:

Vendor awarded of County's contract are required to register and submit new required vendor application. The required new vendor application will be available and shall be completes before contract execution.

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. This is a one (1) year contract with mutual option to extend for additional three (3) one year renewal period if agreed upon both parties. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE.**

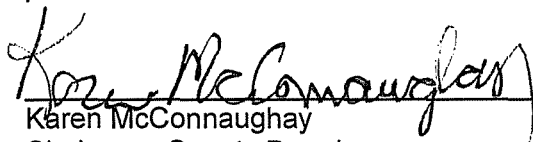
Signature  Typed Signature BRADLEY E. WHITE
Company Interlate Systems, Inc.
Address 145 S. Lincolnway, North Aurora, IL 60542
Phone # (630) 966-0214 Fax # (630) 966-0218
Federal I.D./Social Security # 36-3778108 Date 09/06/2011

ACCEPTANCE

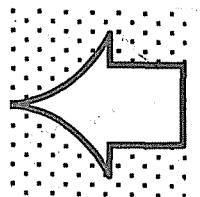
The Offer is hereby accepted for: Interpreter Service

The Contractor 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 Contractor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number **39-011**. The Contractor has been cautioned not to commence any billable work or to provide any supplies or services until said Contractor receives a purchase order and or notice to proceed.


Karen McConnaughay
Chairman, County Board
Kane County, Illinois

1-10-12
Date



INSTRUCTIONS TO BIDDERS
COUNTY OF KANE
COMPETITIVE SELECTION PROCEDURE - BID
TERMS AND CONDITIONS

1. **AUTHORITY.** This Invitation for Bid is issued pursuant to applicable provisions of the Kane County Purchasing Ordinance.
2. **BID OPENING.** Sealed bids will be received at the Kane County Purchasing Department until the date and time specified at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or type-written with all erasures, strike over 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.
7. **INCURRED COSTS.** The County will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.
8. **AWARD.** It is the intent of the County to award a contract to the lowest responsive responsible bidder meeting specifications. The County reserves the right to determine the lowest responsive responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

9. **PAYMENT.** The County of Kane requests all payments being made to vendors be done as direct deposits through an Automated Clearing House (ACH). All vendors being awarded a contract shall complete an authorization agreement form prior to award. The ACH form and information on this program can be located on the County's Web site under Vendor Information on the Finance Department page.
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 Illinois Revised Statutes, Chapter 120, Paragraph 441: 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 Seller shall indemnify and hold harmless the County, its agents, officials, employees, and Kane County Forest Preserve District, from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of granting the Contract.

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

Seller's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Vendors's and/or Servicer's and/or Seller's performance thereunder.

18. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred.
19. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.
20. **WARRANTY.** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The County may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.

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

21. **REGULATORY COMPLIANCE.** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
22. **EQUAL EMPLOYMENT OPPORTUNITY.** (Res.No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; 05-303, 09-23-05) State law references--Fair Employment Practices Act, Ill. Rev.Stat. Ch. 48, Sec.851 et seq.; requirements for public contracts, Ill. Rev. Stat. Ch. 48, Sec. 854.

23. **ROYALTIES AND PATENTS.** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the County harmless from loss on account thereof.

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

25. **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-

26. **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 | \$2,000,000 |
|-------------------------|--------------------|

Vendor to furnish a copy of the Endorsement showing Kane County, as an additional named insured on the General Liability, Auto, and Excess policies.

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

27. **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.

IN THE CIRCUIT COURT FOR THE SIXTEENTH JUDICIAL CIRCUIT, KANE COUNTY,
STATE OF ILLINOIS
INTERPRETER'S STANDARDS OF CONDUCT

1. Upon assignment to a particular case and/or individual, an interpreter shall disclose to the Court and all interested parties any actual or apparent conflict of interest, including but not limited to the following circumstances:
 - a. The interpreter is acquainted with any part to the action.
 - b. The interpreter has any interest in the case outcome.
 - c. The interpreter is perceived as not being independent of the adversary parties or agencies.
2. When an interpreter has been assigned to a matter and one or more counsel believes that the interpreter is not qualified to serve as an interpreter, counsel may conduct a brief examination of the interpreter as to his/her qualifications and then may make appropriate motions to the court.
3. If the translation of special or technical vocabulary is required, the interpreter shall realistically evaluate his/her ability to perform and disqualify him/herself if not fully capable of giving a professional interpreted rendition.
4. Every effort shall be made to ensure that an interpreter is able to hear adequately the voices he/she is to interpret.
5. Literal interpretation is required; neither omissions nor additions to the versions interpreted shall be permissible, nor shall the tone or intent of these versions be changed. In addition, an interpreter shall not repeat gestures or extrapolate meanings from such gestures made by his/her subject.
6. An interpreter shall be allowed to interrupt during the course of a hearing if he/she needs to have a word, sentence, or phrase repeated, or to request that the subject proceed at a faster or slower pace.
7. An interpreter shall keep confidential all matters interpreted in communications between counsel and client. Discussion regarding the facts of the case shall not be permitted.
8. Solicitation of business in the courthouse by a court appointed interpreter is not permitted and will result in loss of the privilege of providing services in the Sixteenth Judicial Circuit.
9. Court interpreters shall not accept any remuneration, gifts, gratuities or valuable consideration in excess of their authorized compensation in the performance of their official interpreting duties.
10. No legal advice or reference to a particular attorney or law firm shall be given by an interpreter to the individual he/she is interpreting for. An interpreter shall maintain a relationship that avoids any degree of advocacy as well as one that is sympathetic to such person.
11. All interpreters should have knowledge of general court procedures.
12. Interpreters are encouraged, through continuing education, to maintain and improve their interpreting skills and knowledge of procedures.
13. Illinois Rules of Evidence 604 INTERPRETERS: An interpreter is subject to the provisions of these rules relating to the qualification as an expert and the administration of an oath or affirmation to make a true translation.

I have read the above Standards of Conduct and I agree to abide by them.

Date 9/2/11

Signature 

BRADLEY E. WHITE

Type or print signature

The Interlate Advantage

Freelance Interpreters: We are able to provide face-to-face interpreting at a reasonable hourly cost, through a network of part-time freelance interpreters. The county does not employ us, so we do not create a liability for payroll taxes, insurance, benefits, etc. We manage our human resources, so you don't have to.

Flexible Scheduling: Our system of scheduling interpreters and maintaining relationships with qualified human resources has proven to be successful. Let us know when and where you need an interpreter, and we will have one there. Our interpreters are scheduled in 2- hour increments, and are generally available to interpret longer as needed. This eliminates the need for judges, attorneys, and clients to wait for an interpreter for their proceeding to start.

Relationship: Our office staff has developed a respectful working relationship with the staff of the Chief Judge, and has been able to make recommendations to improve efficiencies and save the county money. We communicate clearly our understanding of all interpreting assignments, as well as our expectations for last minute orders, cancellations, and payment.

Longevity: Interlate Systems, Inc. is an Illinois corporation owned by Bradley E. White, an expert in the Spanish language, with a master's degree from Southern Illinois University, and a long-time resident of Kane County. We offer longevity and a proven track record in an industry of short life-span single person start ups.

Legal Experience: We are very capable of providing legal interpreting services for the Kane County Court System. Numerous proceedings such as trials, depositions, administrative hearings, arbitration and review matters and pretrial investigation have been interpreted by Interlate Systems in the Kane County Courts and other court systems. Over 85% of our business is in legal interpreting and translating.

Office Accessibility: We have a fully staffed office, where your calls are answered by our professional office staff, not by voicemail, or by some guy on a cell phone. We maintain standard office hours and utilize up-to-date communication methods to stay in touch with your staff, and remain accessible to them.

Interpreter Qualifications: Our interpreter selection activities include recruitment in a variety of academic and professional settings, assuring the most qualified language professionals available for freelance interpreting. Several of our Spanish interpreters have been with us for more than 5 years, ensuring stability in the courtroom.

Interlate Systems, Inc.

On-Site Verbal Interpretation Price Sheet

WESTERN EUROPE

| | | | |
|----------|------------|----------------------------------|-------------------|
| Dutch | \$82.00/hr | Portuguese | \$75.00/hr |
| Flemish | \$82.00/hr | Spanish | \$63.00/hr |
| French | \$82.00/hr | Spanish in Chicago | \$70.00/hr |
| German | \$82.00/hr | Spanish Expert-Brad White | \$75.00/hr |
| Italian | \$82.00/hr | | |
| Sicilian | \$85.00/hr | | |

SCANDINAVIA

| | | | |
|---------|------------|-----------|------------|
| Danish | \$82.00/hr | Norwegian | \$82.00/hr |
| Finnish | \$82.00/hr | Swedish | \$82.00/hr |

EASTERN EUROPE

| | | | |
|-------------|------------|----------------|------------|
| Albanian | \$95.00/hr | Macedonian | \$82.00/hr |
| Bulgarian | \$95.00/hr | Polish | \$82.00/hr |
| Belorussian | \$82.00/hr | Romanian | \$82.00/hr |
| Czech | \$82.00/hr | Russian | \$82.00/hr |
| Estonian | \$82.00/hr | Serbo-Croatian | \$82.00/hr |
| Greek | \$82.00/hr | Slovak | \$82.00/hr |
| Hungarian | \$82.00/hr | Slovenian | \$82.00/hr |
| Latvian | \$82.00/hr | Ukrainian | \$85.00/hr |
| Lithuanian | \$82.00/hr | | |

EASTERN ASIA - NEAR EAST ASIA - WEST ASIA

| | | | |
|------------|-------------|-----------|-------------|
| Arabic | \$95.00/hr | Japanese | \$100.00/hr |
| Armenian | \$95.00/hr | Korean | \$110.00/hr |
| Assyrian | \$95.00/hr | Kurdish | \$95.00/hr |
| Azerbaijan | \$95.00/hr | Pushtu | \$95.00/hr |
| Chinese | \$100.00/hr | Taiwanese | \$95.00/hr |
| Farsi | \$100.00/hr | Turkish | \$95.00/hr |
| Hebrew | \$95.00/hr | | |

INDIA SUBCONTINENT - SOUTHEAST ASIA

| | | | |
|------------|-------------|----------------------|-------------|
| Bengali | \$125.00/hr | Malay | \$125.00/hr |
| Burmese | \$125.00/hr | Marathi | \$125.00/hr |
| Gujarati | \$125.00/hr | Punjabi | \$125.00/hr |
| Hindi | \$125.00/hr | Sinhalese | \$125.00/hr |
| Hmong | \$125.00/hr | Tamil | \$125.00/hr |
| Indonesian | \$125.00/hr | Thai | \$125.00/hr |
| Khmer | \$125.00/hr | Urdu | \$125.00/hr |
| Laotian | \$125.00/hr | Vietnamese/Cambodian | \$125.00/hr |

OTHER

| | | | |
|-----------------|-------------|------------------------|-------------|
| Azeri | \$100.00/hr | Pangasinan | \$100.00/hr |
| Catalan | \$85.00/hr | American Sign Language | \$125.00/hr |
| Cebuano | \$100.00/hr | Swahili | \$100.00/hr |
| Creole – French | \$115.00/hr | Tagalog | \$100.00/hr |
| Ilocano | \$100.00/hr | Twi | \$100.00/hr |
| Maori | \$100.00/hr | Waray Waray | \$100.00/hr |
| Mongolian | \$100.00/hr | | |

- ALL PRICES LISTED ARE ESTIMATES AND SUBJECT TO CHANGE AT ANY TIME.
- TWO (2) HOUR MINIMUM – Includes portal-to-portal travel-time and interpreting time.
- TRAVEL EXPENSES – \$0.50 per mile, parking, and tolls.
- RUSH CHARGE– All orders placed less than one (1) business day in advance will include a surcharge of 10%.
- TERMS– Reputable organizations will be invoiced on a net thirty (30) day basis. Any bill that is not paid within thirty (30) days will incur a 1.5% interest charge every thirty days until it is paid in full.
- TERMS- Individuals must pay at least one (1) business day in advance. Charges will depend on the anticipated duration of assignment.

CANCELLATION CHARGES

Short-term Assignments

- Two (2) hour minimum charge for cancellations with less than one (1) business day notice.
- Two (2) hour minimum charge plus travel expenses if interpreter present and then cancellation occurs or actual time spent at location by interpreter whichever is greater.

Long-term (Full Day) Assignments

- Two (2) full business day cancellation notice for one (1) full day assignment.
- Five (5) full business day cancellation notice for multiple day assignments.
- Full or multiple day assignments will be charged according to the hours scheduled for such assignment.

INTERLATE SYSTEMS, INC.

*145 South Lincolnway
North Aurora, IL 60542
(630) 966-0214*

Fax: (630) 966-0218

Mail@InterlateSystems.com

www.interlatesystems.com

**KANE COUNTY
OFFER TO CONTRACT FORM
For
39-011 INTERPRETER SERVICE**

Bid Due Time & Date: 3:30 p.m. Wednesday, September 7, 2011

To: County of Kane (Purchasing Department)
Kane County Government Center, Bldg. A.
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: Susan L. Trillet, Translation Today Network, Inc.

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.
 - A. The Vendor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.
 1. *The Vendor has examined the Contractor Disclosure (Section 27), of the Instruction to Bidders, and has included or provided a document listing all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent.*
 - B. For purposes of this offer, the terms Offerer, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
 - A. All bid documents have been examined: Instructions to Bidder, Statement of Work, and the following addenda:
No. _____, No. _____, No. _____, (Contractor to acknowledge addenda here).
 - B. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner.
 - C. Work will be accomplished in accordance with the Contract Document.

RATES FOR PART TIME INTERPRETER:

KANE COUNTY BRANCH COURT-TRAFFIC COURT

540 S. Randall Road, St. Charles, IL

| TRAFFIC COURT | | |
|----------------------------------|----------------|---------------|
| Requires one Spanish interpreter | | |
| DAY | TIME SCHEDULES | COST PER HOUR |
| Monday - Friday | 10 a.m. - Noon | \$ 36 - |

KANE COUNTY THIRD STREET COURTHOUSE

100 S. Third St. Geneva, IL

| FORECLOSURE & JUVENILE COURT | | |
|---|--|---------------|
| Requires one Spanish interpreter for both courtrooms: Rooms 140 & 150 | | |
| DAY | TIME SCHEDULES | COST PER HOUR |
| Monday | 1 p.m. - 3 p.m. (Foreclosure and Juvenile Court) | \$ 36 - |
| Tuesday - Friday | 9 a.m. - Noon (Excluding court-adjourned holidays) | \$ 36 - |

KANE COUNTY JUDICIAL CENTER

37W777 Rt. 38, St. Charles, IL

- Individual Interpreter to be used between Courtroom 101, 203, and 209.

| CHILD SUPPORT COURT | | |
|-------------------------------|------------------------|---------------|
| Room 101 | | |
| DAY | TIME SCHEDULES | COST PER HOUR |
| Monday, Wednesday, and Friday | 10 a.m. - Noon | \$ 36 - |
| FELONY COURT | | |
| Rooms 203 & 209 | | |
| DAY | TIME SCHEDULES | COST PER HOUR |
| Tuesday - Friday | 8:30 a.m. - 11:30 a.m. | \$ 36 - |

- Interpreter to be shared between Courtroom 123, 211, 217, 305, 311, 313, and 319.

| FELONY COURT | | |
|--|----------------|---------------|
| Rooms - 123, 211, 217, 305, 311, 313, & 319 (Shared Interpreter between courtroom) | | |
| DAY | TIME SCHEDULES | COST PER HOUR |
| Tuesday - Friday | 9 a.m. - Noon | \$ 36 - |
| Room 123 (Shared Interpreter needs to be present at 1 p.m. for bond call) | | |

BRANCH COURT LOCATIONS:

One part-time position is required at each of the following Court locations:

- Juvenile Justice Center – 37W777 Rt. 38, St. Charles, IL
- Aurora Branch Court – 49 E. Downer Pl. Aurora, IL
- Elgin Branch Court – 51 S. Grove St. Elgin, IL
- Carpentersville Branch Court - 1200 L W Besinger Dr. Carpentersville, IL

| DELINQUENCY COURT | | |
|---|--|----------------|
| Juvenile Justice Center Location | | |
| DAY | TIME SCHEDULES | COST PER HOUR |
| Monday | 9 a.m. – 12:30 p.m. | \$ <u>36 -</u> |
| Tuesday | 9 a.m. – 12:30 p.m. & 1:30 p.m. – 4 p.m. | |
| Wednesday | 9 a.m. – 12:30 p.m. | |

| AURORA BRANCH COURT | | |
|----------------------------|--|----------------|
| Aurora Location | | |
| DAY | TIME SCHEDULES | COST PER HOUR |
| Monday | 8:30 a.m. – 11:30 a.m. & 1 p.m. – 2 p.m. | \$ <u>36 -</u> |
| Tuesday | 8:30 a.m. – 11:30 a.m. & 1 p.m. – 2 p.m. | |
| Wednesday | 8:30 a.m. – 11:30 a.m. & 1 p.m. – 2 p.m. | |
| Thursday | 8:30 a.m. – 11:30 a.m. & 1 p.m. – 2 p.m. | |
| Friday | 8:30 a.m. – 11:30 a.m. | |

| ELGIN BRANCH COURT | | |
|---------------------------|---------------------------------------|----------------|
| Elgin Location | | |
| DAY | TIME SCHEDULES | COST PER HOUR |
| Monday | 8:15 a.m. – 11 a.m. & 1 p.m. – 3 p.m. | \$ <u>36 -</u> |
| Tuesday | 8:15 a.m. – 11 a.m. & 1 p.m. – 3 p.m. | |
| Wednesday | 8:15 a.m. – 11 a.m. & 1 p.m. – 3 p.m. | |
| Thursday | 8:15 a.m. – 11 a.m. & 1 p.m. – 3 p.m. | |
| Friday | 8:15 a.m. – 11 a.m. | |

| CARPENTERSVILLE BRANCH COURT | | |
|-------------------------------------|---------------------|----------------|
| Carpentersville Location | | |
| DAY | TIME SCHEDULES | COST PER HOUR |
| Wednesday | 9:30 a.m. – 11 a.m. | \$ <u>36 -</u> |

RATES FOR FULL TIME INTERPRETER:

| Rates for Full Time Interpreter (all Court Locations) | | |
|---|-----------------------|--------|
| DAY | TIME SCHEDULES | HOURLY |
| Monday - Friday | 8:15 a.m. - 4:30 p.m. | \$ 32- |

- Hourly rate for additional part time interpreter on an as needed basis, inclusive of travel and service time at all court locations: \$ 60- /hour
- Hourly rate for additional full time interpreters on an as needed basis, inclusive of travel and service time at all court locations: \$ 60- /hour
- Portal to Portal mileage charge: \$ IRS set /mile
rate for IL - 55.54 7/1/11 - 12/31/11

Optional:

Document translation service: \$ 25 /page word non-technical *includes proofreading.*

Comments:

OPTIONAL INTERGOVERNMENTAL PRICING:

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

Will you offer the same pricing to other Kane County taxing bodies?

YES NO (Circle One) *Conditions apply. 20 hrs/wk. 6 mo. commitment.*

PAYMENT:

Will you accept payment by direct deposit through an Automated Clearing House (ACH)?

YES NO (Circle One)

VENDOR APPLICATION:

Vendor awarded of County's contract are required to register and submit new required vendor application. The required new vendor application will be available and shall be completes before contract execution.

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. This is a one (1) year contract with mutual option to extend for additional three (3) one year renewal period if agreed upon both parties. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE.**

Signature Susan L. Trillet Typed Signature Susan L. Trillet
Company Translation Today Network, Inc.
Address 1418 Clybourne St, Batavia, IL 60510
Phone # 630-606-0605 Fax# 888-570-7688
Federal I.D./Social Security # 26-2801916 Date Sept 6, 2011

ACCEPTANCE

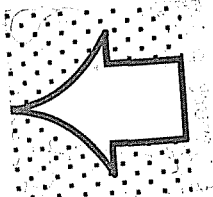
The Offer is hereby accepted for: Interpreter Service

The Contractor 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 Contractor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number **39-011**. The Contractor has been cautioned not to commence any billable work or to provide any supplies or services until said Contractor receives a purchase order and or notice to proceed.

Karen McConaughay
Karen McConaughay
Chairman, County Board
Kane County, Illinois

1-10-12
Date



INSTRUCTIONS TO BIDDERS
COUNTY OF KANE
COMPETITIVE SELECTION PROCEDURE - BID
TERMS AND CONDITIONS

1. **AUTHORITY.** This Invitation for Bid is issued pursuant to applicable provisions of the Kane County Purchasing Ordinance.
2. **BID OPENING.** Sealed bids will be received at the Kane County Purchasing Department until the date and time specified at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or type-written with all erasures, strike over 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.
7. **INCURRED COSTS.** The County will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.
8. **AWARD.** It is the intent of the County to award a contract to the lowest responsive responsible bidder meeting specifications. The County reserves the right to determine the lowest responsive responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

9. **PAYMENT.** The County of Kane requests all payments being made to vendors be done as direct deposits through an Automated Clearing House (ACH). All vendors being awarded a contract shall complete an authorization agreement form prior to award. The ACH form and information on this program can be located on the County's Web site under Vendor Information on the Finance Department page.
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 Illinois Revised Statutes, Chapter 120, Paragraph 441: Kane County is exempt from state and local taxes.
13. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number referenced.
14. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.
15. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency of error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.
16. **VARIANCES.** State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.
17. **INDEMNIFICATION.** The Seller shall indemnify and hold harmless the County, its agents, officials, employees, and Kane County Forest Preserve District, from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of granting the Contract.

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

Seller's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Vendors's and/or Servicer's and/or Seller's performance thereunder.

18. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred.
19. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.
20. **WARRANTY.** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The County may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.

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

21. **REGULATORY COMPLIANCE.** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
22. **EQUAL EMPLOYMENT OPPORTUNITY.** (Res.No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; 05-303, 09-23-05) State law references--Fair Employment Practices Act, Ill. Rev.Stat. Ch. 48, Sec.851 et seq.; requirements for public contracts, Ill. Rev. Stat. Ch. 48, Sec. 854.

23. **ROYALTIES AND PATENTS.** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the County harmless from loss on account thereof.
24. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois.
25. **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-

26. **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 | \$2,000,000 |
|-------------------------|--------------------|

Vendor to furnish a copy of the Endorsement showing Kane County, as an additional named insured on the General Liability, Auto, and Excess policies.

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

27. **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.

IN THE CIRCUIT COURT FOR THE SIXTEENTH JUDICIAL CIRCUIT, KANE COUNTY,
STATE OF ILLINOIS
INTERPRETER'S STANDARDS OF CONDUCT

1. Upon assignment to a particular case and/or individual, an interpreter shall disclose to the Court and all interested parties any actual or apparent conflict of interest, including but not limited to the following circumstances:
 - a. The interpreter is acquainted with any part to the action.
 - b. The interpreter has any interest in the case outcome.
 - c. The interpreter is perceived as not being independent of the adversary parties or agencies.
2. When an interpreter has been assigned to a matter and one or more counsel believes that the interpreter is not qualified to serve as an interpreter, counsel may conduct a brief examination of the interpreter as to his/her qualifications and then may make appropriate motions to the court.
3. If the translation of special or technical vocabulary is required, the interpreter shall realistically evaluate his/her ability to perform and disqualify him/herself if not fully capable of giving a professional interpreted rendition.
4. Every effort shall be made to ensure that an interpreter is able to hear adequately the voices he/she is to interpret.
5. Literal interpretation is required; neither omissions nor additions to the versions interpreted shall be permissible, nor shall the tone or intent of these versions be changed. In addition, an interpreter shall not repeat gestures or extrapolate meanings from such gestures made by his/her subject.
6. An interpreter shall be allowed to interrupt during the course of a hearing if he/she needs to have a word, sentence, or phrase repeated, or to request that the subject proceed at a faster or slower pace.
7. An interpreter shall keep confidential all matters interpreted in communications between counsel and client. Discussion regarding the facts of the case shall not be permitted.
8. Solicitation of business in the courthouse by a court appointed interpreter is not permitted and will result in loss of the privilege of providing services in the Sixteenth Judicial Circuit.
9. Court interpreters shall not accept any remuneration, gifts, gratuities or valuable consideration in excess of their authorized compensation in the performance of their official interpreting duties.
10. No legal advice or reference to a particular attorney or law firm shall be given by an interpreter to the individual he/she is interpreting for. An interpreter shall maintain a relationship that avoids any degree of advocacy as well as one that is sympathetic to such person.
11. All interpreters should have knowledge of general court procedures.
12. Interpreters are encouraged, through continuing education, to maintain and improve their interpreting skills and knowledge of procedures.
13. Illinois Rules of Evidence 604 INTERPRETERS: An interpreter is subject to the provisions of these rules relating to the qualification as an expert and the administration of an oath or affirmation to make a true translation.

I have read the above Standards of Conduct and I agree to abide by them.

Date Sept 6, 2011

Signature Susan L. Trillet

Susan L. Trillet

Type or print signature

**KANE COUNTY
OFFER TO CONTRACT FORM
For
39-011 INTERPRETER SERVICE**

Bid Due Time & Date: 3:30 p.m. Wednesday, September 7, 2011

To: County of Kane (Purchasing Department)
Kane County Government Center, Bldg. A.
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: Kara Botello

- 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 document listing all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent.*
 - B. For purposes of this offer, the terms Offerer, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
 - A. All bid documents have been examined: Instructions to Bidder, Statement of Work, and the following addenda: N/A
No. _____, No. _____, No. _____, (Contractor to acknowledge addenda here).
 - B. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner.
 - C. Work will be accomplished in accordance with the Contract Document.

RATES FOR PART TIME INTERPRETER:

KANE COUNTY BRANCH COURT-TRAFFIC COURT
540 S. Randall Road, St. Charles, IL

| TRAFFIC COURT | | |
|----------------------------------|----------------|---------------|
| Requires one Spanish interpreter | | |
| DAY | TIME SCHEDULES | COST PER HOUR |
| Monday - Friday | 10 a.m. – Noon | \$ 25.00 |

KANE COUNTY THIRD STREET COURTHOUSE
100 S. Third St. Geneva, IL

| FORECLOSURE & JUVENILE COURT | | |
|---|--|---------------|
| Requires one Spanish interpreter for both courtrooms: Rooms 140 & 150 | | |
| DAY | TIME SCHEDULES | COST PER HOUR |
| Monday | 1 p.m. – 3 p.m. (Foreclosure and Juvenile Court) | \$ |
| Tuesday – Friday | 9 a.m. – Noon (Excluding court-adjourned holidays) | \$ |

KANE COUNTY JUDICIAL CENTER
37W777 Rt. 38, St. Charles, IL

- Individual Interpreter to be used between Courtroom 101, 203, and 209.

| CHILD SUPPORT COURT | | |
|-------------------------------|------------------------|---------------|
| Room 101 | | |
| DAY | TIME SCHEDULES | COST PER HOUR |
| Monday, Wednesday, and Friday | 10 a.m. – Noon | \$ 28.00 |
| FELONY COURT | | |
| Rooms 203 & 209 | | |
| DAY | TIME SCHEDULES | COST PER HOUR |
| Tuesday - Friday | 8:30 a.m. – 11:30 a.m. | \$ 28.00 |

- Interpreter to be shared between Courtroom 123, 211, 217, 305, 311, 313, and 319.

| FELONY COURT | | |
|--|----------------|---------------|
| Rooms – 123, 211, 217, 305, 311, 313, & 319 (Shared Interpreter between courtroom) | | |
| DAY | TIME SCHEDULES | COST PER HOUR |
| Tuesday - Friday | 9 a.m. – Noon | \$ 28.00 |
| Room 123 (Shared Interpreter needs to be present at 1 p.m. for bond call) | | |

BRANCH COURT LOCATIONS:

One part-time position is required at each of the following Court locations:

- Juvenile Justice Center – 37W777 Rt. 38, St. Charles, IL
- Aurora Branch Court – 49 E. Downer Pl. Aurora, IL
- Elgin Branch Court – 51 S. Grove St. Elgin, IL
- Carpentersville Branch Court - 1200 L W Besinger Dr. Carpentersville, IL

| DELINQUENCY COURT | | |
|---|--|-----------------|
| Juvenile Justice Center Location | | |
| DAY | TIME SCHEDULES | COST PER HOUR |
| Monday | 9 a.m. – 12:30 p.m. | \$ <u>28.00</u> |
| Tuesday | 9 a.m. – 12:30 p.m. & 1:30 p.m. – 4 p.m. | |
| Wednesday | 9 a.m. – 12:30 p.m. | |

| AURORA BRANCH COURT | | |
|----------------------------|--|---------------|
| Aurora Location | | |
| DAY | TIME SCHEDULES | COST PER HOUR |
| Monday | 8:30 a.m. – 11:30 a.m. & 1 p.m. – 2 p.m. | \$ _____ |
| Tuesday | 8:30 a.m. – 11:30 a.m. & 1 p.m. – 2 p.m. | |
| Wednesday | 8:30 a.m. – 11:30 a.m. & 1 p.m. – 2 p.m. | |
| Thursday | 8:30 a.m. – 11:30 a.m. & 1 p.m. – 2 p.m. | |
| Friday | 8:30 a.m. – 11:30 a.m. | |

| ELGIN BRANCH COURT | | |
|---------------------------|---------------------------------------|---------------|
| Elgin Location | | |
| DAY | TIME SCHEDULES | COST PER HOUR |
| Monday | 8:15 a.m. – 11 a.m. & 1 p.m. – 3 p.m. | \$ _____ |
| Tuesday | 8:15 a.m. – 11 a.m. & 1 p.m. – 3 p.m. | |
| Wednesday | 8:15 a.m. – 11 a.m. & 1 p.m. – 3 p.m. | |
| Thursday | 8:15 a.m. – 11 a.m. & 1 p.m. – 3 p.m. | |
| Friday | 8:15 a.m. – 11 a.m. | |

| CARPENTERSVILLE BRANCH COURT | | |
|-------------------------------------|---------------------|---------------|
| Carpentersville Location | | |
| DAY | TIME SCHEDULES | COST PER HOUR |
| Wednesday | 9:30 a.m. – 11 a.m. | \$ _____ |

RATES FOR FULL TIME INTERPRETER:

| Rates for Full Time Interpreter (all Court Locations) | | |
|---|-----------------------|----------|
| DAY | TIME SCHEDULES | HOURLY |
| Monday - Friday | 8:15 a.m. - 4:30 p.m. | \$ 47.00 |

- Hourly rate for additional part time interpreter on an as needed basis, inclusive of travel and service time at all court locations: \$ 28.00 /hour
- Hourly rate for additional full time interpreters on an as needed basis, inclusive of travel and service time at all court locations: \$ 28.00 /hour
- Portal to Portal mileage charge: \$ 0 /mile

Optional:

Document translation service: \$ Please see "2.) Additional Services" /page

Comments:

Please see last paragraph of
"E.) Additional Information"

OPTIONAL INTERGOVERNMENTAL PRICING:

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

Will you offer the same pricing to other Kane County taxing bodies?

YES NO (Circle One)

PAYMENT:

Will you accept payment by direct deposit through an Automated Clearing House (ACH)?

YES NO (Circle One)

VENDOR APPLICATION:

Vendor awarded of County's contract are required to register and submit new required vendor application. The required new vendor application will be available and shall be completes before contract execution.

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. This is a one (1) year contract with mutual option to extend for additional three (3) one year renewal period if agreed upon both parties. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE.**

Signature Kara Botello Typed Signature Kara Botello
Company N/A
Address 550 Bradbury lane, Geneva, IL 60134
Phone # 630-461-8284 Fax# N/A email-victoriarose82
Federal I.D./Social Security # 361-74-3962 Date 9/6/11 @yahoo.com

ACCEPTANCE

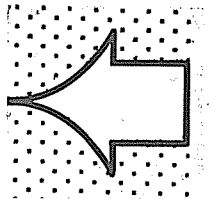
The Offer is hereby accepted for: Interpreter Service

The Contractor 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 Contractor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number **39-011**. The Contractor has been cautioned not to commence any billable work or to provide any supplies or services until said Contractor receives a purchase order and or notice to proceed.

Karen McConaughay
Karen McConaughay
Chairman, County Board
Kane County, Illinois

1-10-12
Date



INSTRUCTIONS TO BIDDERS
COUNTY OF KANE
COMPETITIVE SELECTION PROCEDURE - BID
TERMS AND CONDITIONS

1. **AUTHORITY.** This Invitation for Bid is issued pursuant to applicable provisions of the Kane County Purchasing Ordinance.
2. **BID OPENING.** Sealed bids will be received at the Kane County Purchasing Department until the date and time specified at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or type-written with all erasures, strike over 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.
7. **INCURRED COSTS.** The County will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.
8. **AWARD.** It is the intent of the County to award a contract to the lowest responsive responsible bidder meeting specifications. The County reserves the right to determine the lowest responsive responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

9. **PAYMENT.** The County of Kane requests all payments being made to vendors be done as direct deposits through an Automated Clearing House (ACH). All vendors being awarded a contract shall complete an authorization agreement form prior to award. The ACH form and information on this program can be located on the County's Web site under Vendor Information on the Finance Department page.
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 Illinois Revised Statutes, Chapter 120, Paragraph 441: Kane County is exempt from state and local taxes.
13. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number referenced.
14. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.
15. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency of error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.
16. **VARIANCES.** State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.
17. **INDEMNIFICATION.** The Seller shall indemnify and hold harmless the County, its agents, officials, employees, and Kane County Forest Preserve District, from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of granting the Contract.

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

Seller's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Vendors's and/or Servicer's and/or Seller's performance thereunder.

18. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred.
19. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.
20. **WARRANTY.** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The County may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.

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

21. **REGULATORY COMPLIANCE.** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
22. **EQUAL EMPLOYMENT OPPORTUNITY.** (Res.No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81: Res. No. 82-90, 6-8-82; 05-303, 09-23-05) State law references--Fair Employment Practices Act, Ill. Rev.Stat. Ch. 48, Sec.851 et seq.; requirements for public contracts, Ill. Rev. Stat. Ch. 48, Sec. 854.

23. **ROYALTIES AND PATENTS.** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the County harmless from loss on account thereof.
24. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois.
25. **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-
26. **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 | \$2,000,000 |
|------------------|-------------|

Vendor to furnish a copy of the Endorsement showing Kane County, as an additional named insured on the General Liability, Auto, and Excess policies.

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

27. **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.

KARA BOTELLO

A.) STATEMENT OF QUALIFICATION

The qualifications of Kara Botello include but are not limited to the following:

- 1) A Bachelor of Arts degree in Spanish Language and Literature in Dec. '91 from Northern Illinois University in DeKalb, Illinois
- 2) Living in Mexico City, Mexico from 1990-1996. Living, speaking and studying Spanish 100% of the time every day providing a total immersion in Spanish for over six years thus resulting in not only an extremely profound knowledge and understanding of the Spanish language and culture but also 100% fluency
- 3) Studying for one year at the National Autonomous University of Mexico in Mexico City, Mexico as part of B.A. through a foreign exchange program offered by Northern Illinois University
- 4) Studying full time for four years (Sept. '92-May '96) the specific art of interpreting at the Instituto Superior de Interpretes y Traductores (Superior Institute of Interpreters and Translators) in Mexico City, Mexico
- 5) Working on a daily basis as a Spanish/English court interpreter almost exclusively for Kane County first through an agency called Hispanic Lingual Services from May 1996-Dec. 2002. which has provided Kara Botello with a very in-depth understanding of the legal system and court procedures as well as an unparalleled knowledge of legal vocabulary
- 6) Most importantly, currently working in and having held the position of full-time Spanish/English court interpreter for Kane County from Jan. 2003-present. Having complied with and exceeded each and every one of the requirements for the full time interpreter position. Having an intimate knowledge of all of the court calls and cases scheduled for all the courtrooms facilitating not only a very efficiently and economically managed and coordinated scheduling and invoicing of all other part-time and per diem Spanish interpreters at the main courthouse but also resulting in a significant monetary savings for Kane County while at the same time providing accurate and precise coverage for all interpreting needs
- 7) Above all else, having provided an absolutely impeccable, ethical, loyal and true quality of interpreting that is unequaled in speed, ease and accuracy at all times in all types of cases ranging from traffic to murder in all interpreting done for the Chief Judge's Office of Kane County, the State's Attorney's Office of Kane County, the Public Defender's Office of Kane County and the Kane County Diagnostic Center from Jan. 2003-present.

1.) STAFFING

Although the following people are not employed by Kara Botello, they are being proposed in this bid as individual independent contractors for the part-time interpreter positions requested for all courtrooms currently located at the main courthouse, KBC-traffic court and JJC. It is proposed in this bid that the following people would comprise a "staff" so to speak of interpreters to fulfill all of the part-time Spanish/English court interpreters requested in this Invitation for Bid. These people would be managed, coordinated and scheduled by the proposed full-time interpreter, Kara Botello, yet each would invoice the Chief Judge's Office of Kane County for hours worked at the hourly rate proposed in this bid, with invoices to be reviewed by Kara Botello for accuracy before submission. Each interpreter would provide their own errors and omissions insurance. Each of the following people has several years experience working as a court interpreter and the qualifications and training for each of these people have been reviewed by Kara Botello and the specific details of said qualifications and training of each interpreter is available upon request:

Maria Quinton
Maria Rodriguez
Marisol Akin
Susana Larranaga
Rosa Botello (no familial relation to Kara Botello)

2.) ADDITIONAL SERVICES

Any additional services needed such as translations of written documents or taped statements are available upon request and the rate for such shall vary depending on the difficulty of the translation.

B.) TRAINING

Please see section A. Statement of Qualification for information on the training of Kara Botello and the other proposed part-time interpreters. Should any one of the part-time interpreters become permanently unable to continue to fulfill the obligations of a part-time interpreter position, Kara Botello would supervise the hiring and training of any part-time replacement interpreter.

C.) CERTIFICATION

Currently there is no official certification required or even available for Spanish court interpreters in the state of Illinois.

D.) LANGUAGES PROVIDED OTHER THAN SPANISH AND HOURLY RATES

Not applicable.

E.) ADDITIONAL INFORMATION

A letter from State Farm agent David Meisenheimer has been provided (following this section) affirming that Kara Botello is currently in the process of obtaining errors and omissions insurance. All of the proposed part-time interpreters are also in the same process. It was previously unclear that this insurance coverage was required for the full and part-time independent contractor interpreter positions. The process of obtaining this coverage takes approximately ten business days as it requires an underwriting or approval process thus the interpreters were not able to obtain the insurance by the close of this Invitation to Bid. Errors and omissions insurance coverage for all of the interpreters will be shortly forthcoming. As it was not previously required of the full-time and part-time interpreters, this new factor has been evaluated and now taken into consideration in the hourly rates quoted. Also this situation has been previously explained to and accepted by Kathryn Seifred of the Kane County Chief Judge's Office. Thank you.

Other additional information also includes the following explanations/clarifications from "Comments" section of page 4 of the Invitation to Bid: As the full-time interpreter, I, Kara Botello, have over the past 8.5 years and will always make the most economical use possible of the full time position to cover all 3rd floor courtrooms as well as any other felony, juvenile and misdemeanor courtrooms when I am not otherwise occupied in a trial or hearing. Therefore it is understood that the cost per hour of any of these courtrooms is not necessarily in addition to the hourly rate for the full time interpreter. Thank you.

F.) REGISTRATION/LICENSE TO OPERATE IN ILLINOIS

Not applicable.

IN THE CIRCUIT COURT FOR THE SIXTEENTH JUDICIAL CIRCUIT, KANE COUNTY,
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INTERPRETER'S STANDARDS OF CONDUCT

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 - a. The interpreter is acquainted with any part to the action.
 - b. The interpreter has any interest in the case outcome.
 - c. The interpreter is perceived as not being independent of the adversary parties or agencies.
2. When an interpreter has been assigned to a matter and one or more counsel believes that the interpreter is not qualified to serve as an interpreter, counsel may conduct a brief examination of the interpreter as to his/her qualifications and then may make appropriate motions to the court.
3. If the translation of special or technical vocabulary is required, the interpreter shall realistically evaluate his/her ability to perform and disqualify him/herself if not fully capable of giving a professional interpreted rendition.
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I have read the above Standards of Conduct and I agree to abide by them.

Date 9/6/11

Signature Kara Botello

Kara Botello

Type or print signature

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Date 9/6/11

Signature Maria A. Quinton

MARIA A. QUINTON.

Type or print signature

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Date 9/16/11

Signature Susana Larranaga

SUSANA J. LARRANAGA

Type or print signature

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Date 9-6-11

Signature



MARIA R. RODRIGUEZ

Type or print signature

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Date 09-06-11

Signature 

MARISOL AKON

Type or print signature

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Date 9/16/11

Signature Rosa Botello

Rosa Botello

Type or print signature