

County of Kane

PURCHASING DEPARTMENT

KANE COUNTY GOVERNMENT CENTER

Tim Keovongsak, CPPB
Director of Purchasing



719 S. Batavia Avenue, Bldg. A.
Geneva, Illinois 60134
Telephone: (630) 208-3803
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REQUEST FOR PROPOSALS

DATE: October 16, 2026

RFP #26-006-DH – Drug Testing Services

The County of Kane (“County”) is soliciting proposals from a qualified and experienced professional or agency to provide drug testing services for the Kane County Court Services Department.

Kane County reserves the right to review, accept and reject any or all proposals if deemed not in the best interest of the County and to review all known purchasing cooperatives.

EVENT:	LOCATION:	DATE:	TIME:
Deadline for Exceptions to Proposal Language and Specification Inquiries.	Must be submitted in writing to: Purchasing@kanecountyl.gov	10/26/26	10:00 A.M. (CT)
Proposal Due	Proposals must be submitted electronically to https://www.bidnetdirect.com/illinois/kanecounty	11/03/26	10:00 A.M. (CT)

√	SUBMITTAL REQUIREMENTS, DOCUMENTS CHECKLIST, & ACKNOWLEDGMENT
	RFP RESPONSE FORM COMPLETED WITH AUTHORIZED SIGNATURE
	RFP RESPONSE SHALL BE SUBMITTED ELECTRONICALLY AT: http://www.bidnetdirect.com/illinois/kanecounty
	ONE (1) REDACTED COPY in PDF to comply with the Illinois Freedom of Information Act, if applicable.
	DOCUMENTS REQUIRED IN STATEMENT OF WORK/SPECIFICATIONS - Sections I – VIII include the required responses to the questionnaire.
	ADDENDA NUMBER ACKNOWLEDGED
	PRICING or FEE STRUCTURE (INCLUDING UNIT PRICES, WHERE REQUIRED)
	REFERENCES
	PROOF OF CERTIFICATE OF INSURANCE
	COMPLETED CONTRACTOR DISCLOSURE FORM (SIGNED & NOTARIZED), if awarded of contract. Reference attachment for sample.
	COMPLETED FAMILIAL DISCLOSURE FORM (SIGNED & NOTARIZED), if awarded of contract. Reference attachment for sample.

EXCEPTIONS TO THE COUNTY'S GENERAL TERMS, CONDITIONS, OR REQUIREMENTS

Such exceptions may be considered in the evaluation and award processes. The County will be the sole determiner of the acceptability of any exception. Any exceptions submitted may render the submission as non-responsive to the requirements listed.

PLEASE NOTE:

An original RFP response (with all required documents) shall be submitted electronically to <https://www.bidnetdirect.com/illinois/kanecounty> and one (1) redacted copy marked as “**Redacted Copy**” (if applicable) to comply with the Illinois Freedom of Information Act. Please upload your complete Proposal response through Bidnet Direct prior to the due date and time: **Tuesday, November 3, 2026, at 10:00 A.M. (CT).**

CONTACT PERSON: Danielle Hoffman
purchasing@KaneCountyIL.gov

DISCLAIMER: To the extent that you have obtained these documents from a source other than Bidnet Direct, please be advised that these documents may not include all updates, including, but not limited to, addendums, clarifications, and due-date extensions. for all updates to documents, please visit <https://www.bidnetdirect.com/illinois/kanecounty>

ALL QUESTIONS PERTAINING TO THIS RFP AND/OR THE SCOPE OF SERVICES SHOULD BE DIRECTED TO THE PURCHASING OFFICE AS LISTED ON THE COVER SHEET NO LATER THAN 10:00 A.M. (CT), OCTOBER 26, 2026. FAX AND E-MAIL ACCEPTED. E-mail to: PURCHASING@KANECOUNTYIL.GOV

**INSTRUCTIONS TO OFFERORS
COUNTY OF KANE
COMPETITIVE SELECTION PROCEDURE - PROPOSAL
TERMS AND CONDITIONS**

A. REQUEST FOR PROPOSALS

A.01 Definition:

Request for Proposals (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Award will be based on the criteria set forth herein.

A.02 Proposal Opening:

Sealed proposals will be received at the Kane County Purchasing Department until the date and time specified, at which time the names of offerors will be read aloud and recorded on an abstract. Contents of the sealed proposals will be opened and evaluated in private with proposal information kept confidential until an award is made. Late proposals shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which proposals are to be delivered; therefore, it cannot be held responsible for any delay, regardless of the reason, in delivery of the proposals.

A.03 Proposal Preparation:

Proposals must be submitted in the format listed in submittal instructions and all information and certifications called for must be furnished. Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Proposals may be modified or withdrawn prior to the time specified for the opening of proposals. Proposals shall be filled out legibly in ink or typewritten with all erasures, strikeovers and corrections initialed in ink by the person signing the proposal. The proposal shall include the legal name of the Vendor, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the Vendor to a contract. Name of person signing should be typed or printed below the signature.

A.04 Proposal Envelopes:

Envelopes containing proposals must be sealed and addressed to the County of Kane, Purchasing Department. The name and address of the Vendor and Invitation Number must be shown in the upper left corner of the envelope.

A.05 Addenda:

A.05.1 Addenda are written instruments issued by the County prior to the date for receipt of proposals which modify or interpret the RFP by addition, deletion, clarifications, or corrections.

- A.05.2 Prior to the receipt of proposals, addenda will be mailed or delivered to all who are known to have received a complete Request for Proposals.
- A.05.3 After receipt of proposals, addenda shall be distributed only to offerors who submitted proposals, and those offerors shall be permitted to submit new proposals or to amend those submitted.
- A.05.4 Each offeror shall ascertain prior to submitting a proposal that all addenda issued have been received and acknowledge on the proposal response form, by submission of a proposal, such act shall be taken to mean that such offeror has received all addenda, and that the offeror is familiar with the terms thereof and understands fully the contents of the addenda.
- A.06 Evaluation of Proposals:
The proposals submitted by offerors shall be evaluated solely in accordance with the criteria set forth in the RFP. The Proposals shall be categorized as:
- A.06.1 Acceptable;
- A.06.2 Potentially Acceptable; that is, reasonably susceptible of being made acceptable; or
- A.06.3 Unacceptable.
- A.07 Discussion of Proposals:
- A.07.1 The Evaluation Panel may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any opportunity of discussion and revision of proposals. During the course of such discussions, the Evaluation Panel shall not disclose any information derived from one proposal to any other offeror.
- A.07.2 During the initial discussion, the offeror shall be prepared to give an oral presentation covering the following topics:
- (a) The specific services to be provided;
 - (b) Qualifications of the offeror, experience of personnel, etc;
 - (c) The working relationship to be established between the County and the offeror, including, but not limited to, what each party should expect from the other.
 - (d) A review of the costs associated with this project.
- A.08 Negotiations:
The County of Kane reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The County may require the entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental information, and other submissions provided by the offeror during discussions or negotiations will be held by the County of Kane as contractually binding on the successful offeror.

A.09 Notice of Unacceptable Proposal:

When the Evaluation Panel determines an offeror's proposal to be unacceptable, such offeror shall not be afforded an additional opportunity to supplement its proposal. The decision of the Evaluation Panel shall be final.

A.10 Confidentiality:

The County's Director of Purchasing shall examine the proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the contract, all responses, documents, and materials submitted by the offeror pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Director of Purchasing. All data, documentation and innovations developed as a result of these contractual services shall become the property of the County of Kane. Based upon the public nature of these RFP's, an offeror must inform the County, in writing, of the exact materials in the offer which cannot be made a part of the public record in accordance with the Illinois Freedom of Information Act.

A.10.1 Confidential information submitted by the Vendor shall be labeled and shall be maintained in confidence to the extent permitted by the Illinois Open Meetings Act, and the Illinois Freedom of Information Act.

A.11 Proprietary Information:

Under the Illinois Freedom of Information Act, all records in the possession of Kane County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exception is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The County will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an un-redacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

A.12 Interpretation or Correction of Documents:

Vendors shall promptly notify the County of any ambiguity, inconsistency or error they may discover upon examination of the specification documents. Interpretations, corrections and changes will be made by addendum.

A.13 Variances:

State or list by reference any variations to specifications, terms and conditions.

B. TERMS AND CONDITIONS

B.01 Authority:

This Request for Proposals is issued pursuant to applicable provisions of the Kane County Purchasing Department.

B.02 Errors in Proposals:

Offerors are cautioned to verify their proposals prior to submission. Negligence on the part of the offeror in preparing the proposal confers no right for withdrawal or modification of the proposal.

B.03 Reserved Rights:

The County of Kane reserves the right at any time and for any reason to cancel this Request for Proposals, or to accept an alternate Proposal. The County reserves the right to award one or more contracts for their services specified herein. The County reserves the right to waive any immaterial defect in any proposal. Unless otherwise specified by the offeror, the County has one hundred twenty (120) days to accept. The county may seek clarification from any offeror at any time and failure to respond promptly is cause for rejection.

Kane County reserves the right to compare pricing submitted to any and all known national joint purchasing cooperatives in order to obtain the lowest pricing available in the current market place for this contract award. The list of joint purchasing cooperatives is not all inclusive and may include other joint purchasing cooperatives Kane County is not currently aware of at the present time. Kane County reserves the right to award a contract to the lowest responsive, responsible vendor for said product or service after reviewing all joint purchasing cooperative pricing available for Kane County to participate in their program.

State of Illinois Central Management Services (CMS)
Omnia Partners (formerly US Communities & National IPA)
Sourcewell

B.04 Incurred Costs:

The County of Kane will not be liable in any way for any costs incurred by respondents in replying to this RFP.

B.05 Award:

Proposals will be evaluated and negotiated by the Evaluation Panel. The Evaluation Panel shall have the authority and discretion to determine the qualifications, responsibility and capabilities of offerors, the reasonableness of price, and other factors (where applicable): (a) adherence to all conditions and requirements of the proposal specifications; (b) price; (c) qualifications of the Vendor, 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.

B.05.1 Confidential information submitted shall be maintained in confidence to the extent permitted by the Illinois Open Meetings Act, and the Illinois Freedom of Information Act. The Evaluation Panel's final recommendation and reports shall be forwarded to the appropriate committees of the Kane County Board for consideration and award of the contract.

B.06 Criteria for Selection:

All proposals will be evaluated based on the criteria as stated on the specification.

B.07 Pricing:

The price for the contract is to be held firm for the term of the contract.

B.08 Taxes:

The County of Kane is exempted from paying Illinois Retailers Occupation Tax and Federal Excise Tax.

B.09 Warranty:

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

B.10 Indemnity:

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

Vendor shall provide to the County of Kane proof of adequate insurance coverage to satisfy the indemnification provisions herein.

B.11 Equal Employment Opportunity:

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

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

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, pregnancy, or any other legally protected status. We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment. We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, military status, sexual orientation, pregnancy or unfavorable discharge from military service. (Ordinance No. Res. No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; Res. No. 05-303, 9-23-05). State law references—Illinois Human Rights Act, 775ILCS 5/1-101 et seq.

B.12 Default:

If delivery 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 the Contractor.

B.13 Payments:

B13.1 The payment terms for this contract will be made on a monthly basis by the County of Kane.

B13.2 The County of Kane requests all payments being made to vendors be done as direct deposits through an Automated Clearing House (ACH). All vendors being awarded a contract shall complete an authorization agreement form prior to award. The ACH form and registration information on this program can be located on the County's Web site under County Forms and Templates for New Vendor Information on the Purchasing Department page - <http://web.kane/SitePages/purchasing.aspx>

B.14 Eligibility:

By signing the proposal response form, the Vendor hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

Prohibition to Award Contracts to Parties Debarred or Suspended:

No contract may be awarded to parties listed on the federal government Excluded Parties List System in the System for Award Management (SAM), on the State of Illinois' list of sanctioned persons maintained by the Agency's Office of Inspector General, or on the County's own list of parties suspended or debarred from doing business with the County.

Debarment:

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

Suspension:

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

B. 15 Communication during the Procurement Process:

In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact through the solicitation process. Therefore, from the issue date of any solicitation until the due date of the solicitation, all requests for clarification or additional information regarding the solicitation, or contact with County personnel concerning this solicitation or the evaluation process must only be through the Purchasing Department staff. Inquires will be collected by the Purchasing Department staff who will then submit the inquiries to the Department Head responsible for the procurement. Responses by the Department Head to the inquiries will be submitted to the Purchasing Department staff who will then distribute the responses to all vendors responding to the solicitation. In this way it will be assured that all vendors participating in the process will be receiving the same information. No contact regarding this solicitation with other County employees, agents of the County or elected officials is permitted unless expressly authorized by the Purchasing Director. A violation of this provision is cause for the County to reject the Bidder's proposal. If it is later

discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

B. 16 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:

B.16.1 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.16.2 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

B16.2.1 Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.

B16.3 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

B16.4 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.

- | | | |
|-------|---|-------------|
| B16.5 | Umbrella Liability:
Aggregate Limits | \$5,000,000 |
| B16.6 | Professional Liability policy to cover all claims arising out of the Consultant's operations or premises, Sub-consultant's operation or premises, anyone directly employed by the Consultant or Sub-consultant, and the Consultant's obligation of indemnification under this Contract.
Limits:

Aggregate | \$1,000,000 |

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

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

C. CONTRACTOR DISCLOSURE

- C.01 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.

- C.02 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:

- C.02.1 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;
- C.02.2 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.02.3 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 C.02.1 above.
- C.02.4 A statement under oath that the applicant has withheld no disclosures as to economic neither 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.03 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.
- C.04 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.
- C.05 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.

D. LAW GOVERNING:

D.01 This contract shall be governed by and construed according to the laws of the State of Illinois.

E. Illinois Non-Appropriation Clause:

A forfeit clause is provided pursuant to the Illinois Non-Appropriation Clause of funds for government entities that if funds or budgets are not approved, service may be cancelled. No early cancellation penalties will be assessed, but the customer must be given 30-day notice of intent to cancel.

F. Termination for Cause:

This Contract may be terminated by the County at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Contract is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Contract shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this Contract is terminated due to the County's substantial failure to perform, the Contractor shall be paid for labor and expenses incurred to date, subject to setoff for any damages, losses or claims against the County resulting from or relating to Contractor's performance or failure to perform under this agreement.

In the event of termination by the County upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Contractor for services rendered through such phase shall constitute total payment for services. In the event of such termination by the County during any phase of the Basic Services, the Contractor will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase.

In the event of any such termination, the Contractor also will be reimbursed for the charges of independent professional associates and contractors employed by the Contractor to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses not in dispute.

Reimbursable expenses mean the actual expenses incurred by the Contractor or the Contractor's independent professional associates or contractors, directly or indirectly in connection with the Project.

G. Litigation

Vendors are required to disclose if they have been a party to any lawsuits or arbitration proceedings involving their services within the last five years. Provide status or outcome of any such proceedings disclosed.

H. Holidays

Kane County is closed for business on the following holidays: New Year's Day; Martin Luther King, Jr. Day; Lincoln's Birthday, Washington's Birthday, Spring Holiday, Memorial Day, Juneteenth, Independence Day; Labor Day, Columbus Day; Veteran's Day, Thanksgiving Day, Day following Thanksgiving Day, Christmas, Day following Christmas.

I. RESPONSIBLE BIDDER REQUIREMENTS (Not Applicable to RFP 26-006-DH)

On August 8, 2023, the Kane County Board approved a Responsible Bidder Ordinance 23-340 which requires additional information and documentation from responders bidding on public works construction projects.

Included in this bid package is a Responsible Bidder Requirements Form. This document must be filled out and returned with the (bid/proposal). Failure to comply with all submission requirements set forth in Kane County Ordinance No. 23-340 is grounds for the County of Kane to determine that a submission is incomplete, which may result in a determination that Contractor is not a responsible bidder. In accordance with Kane County Ordinance No. 23-340, a Contractor that is actively classified as "pre-qualified" or "qualified" by the Purchasing Department is exempt from the comprehensive submission requirements and is not required to submit a Responsible Bidder Requirements Form.

STATEMENT OF WORK For DRUG TESTING SERVICES

I. OVERVIEW

Kane County is seeking to retain the services from a qualified and experienced professional or agency to provide drug testing services for the Kane County Court Services Department.

Intent of the Specifications

The intent of the specifications and requirements outlined below are to procure best offers to furnish and provide comprehensive drug testing and urinalysis services for the Kane County Court Services Department. The specified requirements and deliverables are not meant to exclude any particular service programs, offers and solutions, it is only for the purpose of establishing pertinent information to assist Kane County in its evaluation and selection process of the most qualified and successful Vendors(s) or agency that best meets the County's objectives, compliance to contract requirements, offers and deliverables in order to efficiently perform the required services.

The successful Vendor or agency identified from this procurement will be recommended for contract negotiation and enter into a service agreement pending the Kane County Court Services Department, the Judicial and Public Safety's committee and full Kane County Board approval.

II. GENERAL INSTRUCTION

SECTION I. BACKGROUND-GENERAL INFORMATION

1). Background Information

Kane County Court Services Department presently performs in-house urine and saliva collection at several County facilities. County staff presently supervise the collection of urine samples and ship samples to the vendor for testing.

There are approximately 16,000 specimens tested during each contract year. There are four (4) County locations specimens will be shipped from. On average 1,300 specimens are collected each month.

Currently Fed Ex is contracted with our current vendor to pick up specimens at three county locations, the Aurora field office, the Elgin field office and the Kane County Judicial Center, three (3) times per week. There is also an additional pick up at the Juvenile Justice Center one (1) time per week.

Kane County currently uses tests based on unit needs. We routinely use the following:

- 1) 13-panel test which tests for Amphetamines, Benzodiazepines, Buprenorphine, Cocaine, ETG, Fentanyl's, Methadone, Tramadol, Opiates, Oxycodone/Norodone, THC and Creatinine
- 2) 8-panel test which tests for Alcohol, Amphetamines, Barbiturates, Benzodiazepine, Cocaine, Opiates, THC, and Creatinine.

Both tests should be considered standard but other panels should be made available for additional drugs. Information/pricing should be provided for any customization that may be able to occur to test for the presence of designer drugs, etc.

SECTION II: SCOPE OF DRUG TESTING SERVICES

1). Drug Testing, Court Services Collection

- A. County staff will continue to supervise and collect urine samples on-site.
- B. Vendor will provide all collection equipment, containers, pre-paid postage or courier mailers, packaging, labels and related materials. Cost of shipping to be charged to the vendor.
- C. Kane County is interested in exploring the use of testing via oral swabs and skin patches and would request information/ pricing for both oral swabs and skin patches.
- D. Kane County has a need to complete instant urine drug screening samples and would request pricing for instant drug screening supplies to be provided by the vendor. Such instant drug screening supplies to match, if possible, the testing level ratios as those tests collected via regular testing procedures.

2). Drug Test Result Reporting

- A. Vendor must provide results to Kane County Court Services within 48-hours of receipt of sample, unless vendor indicates during this process that specialized testing will be in excess of 48 hours. In those instances, vendor must indicate in submitted response the expected length of time.
- B. Vendors will provide results, reports and records to Kane County Court Services at no additional cost to the County.
- C. Special consideration given to vendors who have established integrations with existing probation case management systems and can outline how drug test result reporting will take place.

SECTION III: CONTRACTOR QUALIFICATIONS

- 1). Certifications; please list any certifications including but not limited to the following:
 - A. State of Illinois Certification
 - B. NIDA/SAMHSA Certification
 - C. CAP
 - D. DHSS

2). Laboratory Audits; please provide the following information:

- A. Date of last audit.
- B. Auditor name, company, address, phone.

3). The contractor must provide professional liability and malpractice insurance to the aggregate limit of one million per individual and any other requirements, which may be requested by the County of Kane.

4). The contractor will be required to sign a certification regarding debarment, suspension and other responsibility matters, and drug-free workplace requirements.

SECTION IV: BUDGET

Continuation of this contract through the first year of service and beyond will be subject to the availability of funds, and selected contractors satisfactory reporting.

Contract commencement is to be from January 1, 2027 through December 31, 2028 or upon approval by the Kane County Board, with the mutual option to extend for up to three (3) one (1) year renewal periods. The price for the contract is to be held firm for a period of two years with the option of Kane County to terminate the contract upon 30 days written notice due to contractor's failure to meet the specifications of Kane County's lack of funding.

SECTION V: BILLING

Vendor will bill on a monthly basis. Each billing must contain the following information:

- A. Dates that testing services were rendered.
- B. Name of the defendant patient and/or number
- C. Name of the person(s) rendering services
- D. Description of services rendered and any other information necessary to satisfy Court Services that the billed service was covered under the contract agreement.
- E. Each billing invoice must reference this proposal number and the resulting Purchase Order number.

SECTION VI: PROPOSAL INSTRUCTIONS AND SUBMITTAL REQUIREMENTS

The instructions for preparing the proposal are provided below. A complete proposal response package must be submitted electronically through - <https://www.bidnetdirect.com/illinois/kanecounty>

The proposal shall be tabulated in separate sections to the proposal requirements in order for particular sections to be used in the contract. All proposals should contain the following tabs:

1.) A narrative program outline to include the following categories:

- A. Offers and Scope of Service.
- B. Program Plan/Approach and Outcome Goals.
- C. Qualifications/Certifications and Staffing, to include resumes of key employees that would be involved in the handling/testing of the specimens.
- D. Organization/Agency Background and Overview, to include description of any past or current litigation it has been a part to in the last 10 years or provide a statement that it has not been a party to litigation in the last 10 years.
- E. Cost proposal
 - The Vendor's cost proposal shall consist of a completed fee schedule for drug testing panel's requirements. Fee shall include laboratory testing fee, collection, shipping supplies, screen, and confirmation.

2.) Signed Proposal Response Form

3.) References

4.) Disclosures

5.) Certificate of Insurance

6.) Additional Information

SECTIONS VII: Criteria for Selection

The primary factor in determining the successful proposer will be the proposer's ability to provide the services described in this Request for Proposals, as determined by responses to this Request for Proposals, references, and oral interviews/presentation (if required), including without limitation, similar successful experiences in size, scope of service and operation, with similar setting and requirements. However, the County will consider cost proposal, particularly in the event of significant differences between proposers with similar qualifications.

Proposers will additionally be evaluated based on the Proposer's responsiveness to this RFP, technical approach and offers, staff qualifications of principals, associates, and staff within the proposer organization. The County will also review any other relevant factors or alternate proposals and scope of service offered not mentioned above if it should be considered in favor or advantageous to the County.

All proposals submitted in response to this RFP will be evaluated based on the following criteria:

- A. Cost (20%): Provider's proposed cost, fee schedule, and resources available to successfully provide and effectively perform the services specified.
- B. Project Approach, Capacity, and Outcome (35%): This refers to the method, program, plans, reports, and options covering key elements as stated on the scope of work to successfully provide and perform the services specified and requested.
- C. Qualifications (25%): Verifiable of successful experience of the organization providing of similar services. Availability of qualified and licensed personnel to perform proposed work under this contract requirement.
- D. Compliance with RFP (10%): This refers to adherence to all conditions and requirements of the Request for Proposals.
- E. References (10%): This refers to the Offeror's previous clients requesting similar services.

SECTION VIII: Special Conditions

1. CONTRACT TERM

This is a two (2) year contract with mutual option for three (3) additional one-year renewal periods if mutually agreed upon by both parties. This contract is contingent on the appropriation of sufficient funds; Kane County reserves the right to renegotiate the scope of work to meet its budgetary demands or amend the contract requirements, review annual performance and operation and other pertinent areas required for a successful program and service to the Kane County Court Services.

2. SERVICE AGREEMENT

The Vendors are expected to sign a service agreement based on the County's terms and conditions and shall be construed and governed by the laws of the State of Illinois. The Vendors shall submit their own contract or agreement version along with their RFP response to the County for consideration and review by the Kane County State's Attorney's Office.

3. DEFINITIONS

For purposes of this offer, the terms Offeror, Qualifications, Proposals, Bidder, Contractors, Provider, Firm, Vendors, Proposer, Professional, Facility, and Agency are used interchangeably.

4. **LITIGATION**

Vendors are required to disclose if they have been a party to any lawsuits or arbitration proceedings involving their services within the last five years. Provide a written statement disclosing any pending litigation or a press release, please refer to section G of the proposal's terms and conditions for additional requirements.

5. **SUMMARY OF KEY DATES**

The following timeline for submission of proposals is to be considered binding. At the conclusion of the evaluation process, all Respondents will be informed of the evaluation team's findings. Key RFP dates are as follows:

<u>ACTIVITY</u>	<u>DATE</u>
Issue RFP:	October 16, 2026
Deadline to Submit Written Questions:	October 26, 2026
Post Responses to Written Questions:	October 27, 2026
Due Date/Submission of Proposals:	November 3, 2026 AT 10:00 A.M.
Interviews of selected Firm (if needed):	TBA
County Board Approval:	TBA

6. **RESPONSE INSTRUCTIONS**

A. DISCLAIMER:

TO THE EXTENT THAT YOU HAVE OBTAINED THESE RFP DOCUMENTS FROM A SOURCE OTHER THAN **BIDNET DIRECT**, PLEASE BE ADVISED THAT THE PROPOSAL DOCUMENTS MAY NOT INCLUDE ALL UPDATES, INCLUDING, BUT NOT LIMITED TO; ADDENDUMS, CLARIFICATIONS, AND DUE DATE EXTENSIONS. FOR ALL UPDATES TO THE RFP DOCUMENTS, PLEASE VISIT [HTTPS://WWW.BIDNETDIRECT.COM/ILLINOIS/KANECOUNTY](https://www.bidnetdirect.com/illinois/kanecounty)

B. Response Instructions

An original RFP response (with all required submittal documents) shall be submitted electronically to <https://www.bidnetdirect.com/illinois/kanecounty> before the submittal date and time. Submit one (1) redacted copy marked as "**Redacted Copy**" electronically (if applicable) to comply with the Illinois Freedom of Information Act. Please upload your complete proposal response through Bidnet Direct. Your proposal response must be uploaded electronically prior to the deadline on **Tuesday, November 3, 2026, at 10:00 a.m., CT.**

C. PROPOSERS' QUESTIONS

All questions pertaining to this Request for Proposal shall be directed to the Purchasing Office in writing as listed on the cover sheet no later than *10:00 a.m., October 26, 2026*. For the quickest response, please send all questions via e-mail to: PURCHASING@KANE COUNTYIL.GOV - or Fax to (630) 208-5107.

**RFP RESPONSES SHALL BE SUBMITTED
ELECTRONICALLY THROUGH BIDNET DIRECT
LATE PROPOSALS WILL NOT BE ACCEPTED**

**PROPOSAL RESPONSE FORM
For
DRUG TESTING SERVICES**

RFP Due Date & Time: 10:00 A.M. (CT), Tuesday, November 3, 2026

To: <https://www.bidnetdirect.com/illinois/kanecounty>
No formal opening of the Proposal will take place.

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

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

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

By signing this proposal, the proposer hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Title 3, Part F, Article 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this RFP will be based upon the funding available to Kane County. The terms of the RFP and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the RFP and the response, the terms of the RFP and the response shall govern. Every element or item of the RFP and the response shall be deemed a material and severable item or element of the contract. This is a two (2) year contract with mutual option for three (3) one-year renewal periods upon agreement by both parties. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE RFP.**

Signature_____

Typed Signature_____

Company_____

Address_____

Phone #_____ **Email**_____

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

ACCEPTANCE

The Offer is hereby accepted for **DRUG TESTING SERVICES.**

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

This contract shall henceforth be referred to as **Contract Number 26-006-DH.** The Contractor has been cautioned not to commence any billable work or to provide any materials or services until this Contractor receives a purchase order and or notice to proceed.

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

Date

VENDOR CERTIFICATION

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

☐ Minority-owned Business (MBE)

☐ Veteran-owned Business Enterprise (VBE)

☐ Woman-owned Business (WBE)

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

☐ Business Enterprise Program (BEP)

☐ Veteran-owned Small Business (VOSB)

☐ Small Disadvantaged Business (SDB)

☐ Persons with Disabilities-owned Business Enterprises (PDBE)

☐ Kane County Local Business

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

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

ADDITIONAL COMMENTS (Please list further pertinent information/comments, if applicable):

REFERENCES
DRUG TESTING SERVICES
For
KANE COUNTY BOARD, Geneva, Illinois

List below businesses or other organizations for whom you have provided comparable services:

Offeror's Name: _____

1.

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

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

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

Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Date of Project: _____
E-Mail Address: _____



CONTRACTOR DISCLOSURE

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

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

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

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

Officer
Title

Date _____

Subscribed and Sworn this _____ day of _____, 2026

Notary Public

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

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

Date _____

Subscribed and Sworn this _____ day of _____, 2026

Notary Public

NO-BID/RFP/RFP RESPONSE
RFP 26-006-DH
Drug Testing Services

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

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

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

Please send your response to: purchasing@kanecoutyil.gov



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/3/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER XYZ Insurance Company	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED ABC Company	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A :AM Best A Rated Carrier	
	INSURER B :AM Best A Rated Carrier	
	INSURER C :AM Best A Rated Carrier	
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1738544639

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

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

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

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

CERTIFICATE HOLDER

CANCELLATION

County of Kane 719 Batavia Ave., Bldg A Geneva IL 60134	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>John Antkowiak Signature</i>

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IMPORTANT

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

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

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

- A. Section II - Who is an Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

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

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

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