



One Stop Operator Procurement

The One Stop Operator RFP was posted on January 28, 2021 and proposals were due on March 3, 2021 by 2:00pm. The Board received one response from the Carol Stream Chamber of Commerce. The evaluation team was comprised of WIB members as well as representatives from the Required Partner agencies. The responses were scored and presented at the WIB meeting on May 26, 2021 for discussion. The Board unanimously agreed to award a contract to the Carol Stream of Chamber of Commerce. The contract dates are 7/1/21-6/30/23 for the amount of \$41,254.



The County of DuPage
Finance – Procurement, 3-400
421 North County Farm Road
Wheaton, Illinois 60187

DUPAGE COUNTY NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids will be received, and time stamped by the Procurement Officer for The County of DuPage ("County") on or before, March 3, 2021 at 2:00 p.m. at DuPage County, Finance – Procurement 3-400, 421 N. County Farm Road, Wheaton, IL 60187-3978 by qualified firms to provide services for the following contract: ONE STOP OPERATOR (SERVICE COORDINATOR) – WORKNET DUPAGE CAREER CENTER 21-008-WD. Bid document, including specifications, may be obtained from the Finance Department by email at valerie.calvente@dupageco.org or onsite during regular business hours at no cost or from the internet via www.DemandStar.com. All bids must be received prior to the date and time shown above. Bids transmitted by facsimile (fax) will not be accepted.

Due to the COVID-19 crisis, there are some process changes to the solicitations for bids and proposals including bid openings:

- 1) Bid openings will not be open to the public. Following current standard practice, all bid openings will be attended by two County employees.
- 2) Procurement will accept electronic bid submissions (by email) and electronic signatures.
- 3) Bids do not have to be notarized before submission.

| Date | RFP Event Activity |
|------------------------------------|---|
| January 28, 2021 | Legal Notice Advertisement Placed |
| February 10, 2021 3:00 p.m. CST | Questions due to Buyer Email: valerie.calvente@dupageco.org |
| February 15, 2021 3:00 p.m. CST | Final Q&A Addendum Published |
| March 3, 2021 2:00 p.m. CST | Submittals Due to Finance Department |

TABLE OF CONTENTS

Contents

SECTION 1 - PROJECT INFORMATION 3

SECTION 2 - INSTRUCTIONS TO BIDDERS 4

SECTION 4 - SPECIAL CONDITIONS 10

SECTION 5 - INSURANCE REQUIREMENT 11

SECTION 7 - SUBMITTAL REQUIREMENTS 16

SECTION 8 – EVALUATION CRITERIA..... 18

SECTION 9 - PROPOSAL FORM 20

SECTION 10 - SAMPLE CONTRACT..... 25

SECTION 11 - OUTSIDE ENVELOPE BID LABEL..... 27

SECTION 1 - PROJECT INFORMATION

| <input type="checkbox"/> SUBMITTAL CHECKLIST | |
|---|--|
| | One (1) original bid with one (1) PDF on Flash Drive. RFP may be submitted electronically. Pricing to be submitted in a separate envelope or electronic file. |
| | All mandatory forms <ul style="list-style-type: none"> • W-9 • Vendor Ethics Disclosure Statement |

| AWARDED CONTRACTOR REQUIREMENTS | |
|--|---|
| Certificate of Insurance | Due within 15 days of notice of award |
| Illinois Secretary of State Corporate/LLC | Due within 15 days of notice of award |
| Certificate of good standing for current year | http://www.cyberdriveillinois.com/departments/business_services/howdoi.html |

SECTION 2 - INSTRUCTIONS TO BIDDERS

1) **ON-LINE NOTIFICATION OF SPECIFICATIONS:** This document is available over the Internet at www.DemandStar.com, as well as from the contact listed in this document. Adobe Acrobat Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat Reader, you may download it for free from Adobe at www.adobe.com/products/acrobat/readstep.html. Businesses without Internet access may contact the Procurement Services Division of the County at (630) 407- 6190 for these documents. Companies interested in doing business with the County can register and maintain their registration via the Internet at www.DemandStar.com. Registration is not required but if you choose to register you will receive automatic initial notification from DemandStar of relevant opportunities with the County of DuPage. The County is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

2) **ON-LINE PROVIDER DISCLAIMER:** DemandStar.com has no affiliation with the County of DuPage other than as a service that facilitates communication between the County and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the County. Communications to DemandStar.com do not constitute communications to the County.

3) **COMMUNICATIONS:** To create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this solicitation, until a contract has been awarded, all requests for clarification or additional information regarding this solicitation or contact with the County personnel concerning this solicitation or the evaluation process, must be solely to the contact person listed on the cover page of this solicitation. No contact regarding this document with other County employees or officers is permitted. A violation of this provision may be grounds 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. Questions and answers regarding the Scope of Work/Specifications will be shared with all bidders.

4) **BID INFORMATION AND QUESTIONS:** Each Proposal that is timely received will be evaluated on its merit and completeness of all requested information. In preparing Proposals, Bidders are advised to rely only upon the contents of this Bid and accompanying documents and any written clarifications or addenda issued by the County. If a Bidder finds a discrepancy, error, or omission in the Bid package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing Contact noted on the cover of this document, so that written clarification may be sent to all prospective Bidders. The County is not responsible for oral representations. All questions must be submitted in writing to the Procurement Services Contact only before the Question Deadline indicated on the front of this document. All answers will be issued in the form of a written addendum.

5) **BID SUBMISSION:** To be considered, the Proposal must be prepared in the manner and detail specified in this document. Proposals must be submitted before the date and time indicated as the deadline. It is each Bidder's responsibility to ensure that the submittal is received and time-stamped prior to the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 4:00 p.m. local time, Monday through Friday, except for legal holidays to DuPage County Finance – Procurement at 421 North County Farm Road, Room 3-400 Wheaton, IL 60187. Proposals received after the above deadline may not be accepted and may be returned to the Bidder unopened. The Finance-Procurement timestamp shall be the official time. The opening of a Bid does not constitute the County's acceptance of the Bidder as a responsive and responsible Bidder. Bidders must sign, in ink, the Proposal Form if indicated. Unsigned Proposals will not be considered. An authorized official must sign the Proposal. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the County if the Bidder is determined to be the most responsive and responsible Bidder.

Bids must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the attached label secured to the lower left-hand corner.

Submission of a Bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the BID and specifications and terms of the Form of Contract, and the County's Procurement Ordinance and that the Bidder understands and agrees to propose by each, and all the stipulations and requirements contained therein.

All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Bid must initial corrections in ink.

All costs incurred in the preparation and presentations of the Bid, as well as, any resulting contract, are the Bidder's sole responsibility; no such costs will be reimbursed to any Bidder. All documentation submitted with the Bid will become the property of the County.

Bids are subject to public disclosure after the deadline for opening in accordance with state law under the Freedom of Information Act (FOIA).

6) **CONTRACT AWARD:** The County reserves the right to withdraw the Bid, to award to one Bidder, to any combination of Bidders, by item, group of items, or total Bid. The County may waive informalities if it is in the County's interest. The Bidder(s) to whom the award is made will be notified as soon as possible. Tentative acceptance of the Proposal, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the document. All Proposals must be for a firm fixed price unless specified. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. Award of this Bid is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the Bidder's Proposal does not constitute a binding contract. There is no contract until the County's policies have been fulfilled. The County is not liable for performance costs until the successful Bidder has been given a fully executed contract. Failure to accept the terms and conditions of the County's Standard Contract may deem the Bidder non-responsive. The successful Bidder will be asked to sign a contract agreement (sample attached).

7) **WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the deadline date set for the opening of Bid. No Bid may be withdrawn after the deadline for submission.

8) **ALTERNATE/EQUAL BIDS:** The specifications cannot cover precisely, all minute details of the equipment required. Therefore, for purposes of establishing a standard of quality, the items listed in the specification may state brand names, manufacturer's models, numbers, et cetera. The County of DuPage, for cost effective measures, standardizes on specific items; those bids will contain the language "No Substitutions," and any alternative will not be considered. A generic or alternate brand product of equal specifications may be proposed as an alternative for the item identified unless "No Substitutions" is indicated. However, in bidding the alternate item, the bidder must also attach manufacturer's printed specifications and literature. Bidders are encouraged to submit cost-saving/value-added alternate bid pricing suggestions, such as rebates, creative lease agreements, extended warranty periods, trade-in allowances, or the availability of discounts for floor model or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the bid pricing as specified, allowing for clear evaluation and value-analysis by the County. The County recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the County. Alternates will be compared to the lowest responsive, responsible bid as specified.

9) **DEVIATIONS:** The County of DuPage reserves the right to approve any material the Bidder proposes to furnish which contains deviations from specification requirements, but which may substantially comply. If there is any deviation in the pack, source, quality, etc., of any item id, from that prescribed in the specifications, Bidder must rule out the appropriate line in the specifications and clearly indicate the correction. Prices will be converted by the County to accommodate accepted deviations.

10) **REJECTION:** The County reserves the right to reject any or all Proposals, or to accept or reject any Proposal in part, and to waive any minor informality or irregularity in Proposals received, if it is determined by the Procurement Officer or designee that the best interest of the County will be served by doing so. The County may reject any Proposal from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Bidder is debarred by the County from consideration for a contract award, or if Bidder has committed a violation of the ethics or anti-kickback provisions of the County's Procurement Ordinance which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.

11) **PROCUREMENT POLICY:** Procurement for the County will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the County. The Procurement Officer has the vested authority to execute all County contracts, subject to Committee and County Board approval where required.

12) **PROPRIETARY INFORMATION:** Under the Illinois Freedom of Information Act, all records in the possession of DuPage County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exemption is "trade 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 unredacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception

13) **NON-DISCRIMINATION:** DuPage County will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Bidder must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts.

14) **CONTRACT NEGOTIATION:** All Proposals must be firm for at least 120 calendar days from the due date of the Bid. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. There is no contract until the County’s policies have been fulfilled.

15) **DISQUALIFICATION OF RESPONDENTS:** Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of the Bid: Evidence of collusion among Bidders. Lack of competency as revealed by either financial, experience, or equipment statements. Lack of responsibility as shown by past work. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.

16) **BIDDER RESPONSIBILITIES:** The Bidder must be capable, either as a firm or a team, of providing all services as described under Specifications and/or Scope of Work Section and to maintain those capabilities until notification of the fact that their Bid was unsuccessful. The selected Bidder must remain capable of providing all services proposed as described under Specifications and/or Scope of Work Section and must maintain those capabilities until the agreement is successfully finished. The successful Bidder will be responsible for all Services in this Bid as they are provided or performed by the Successful Bidder. Further, the County will consider the Successful Bidder(s) to be the sole point of contact regarding contractual matters, including payment of any and all charges resulting from the cost of any contract.

17) **DISCLOSURE OF CONTENTS:** All information provided in the Bid shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the Bid becomes the property of the County and may be returned only at the County’s option. Bidders must make no other distribution of their Bids other than authorized by this BID. A Bidder who shares cost information contained in its Bid with other County personnel or competing Bidder personnel shall be subject to disqualification. Bidders shall not be provided any information about other Bids or prices or where the Bidder stands in relation to others at any time during the evaluation process. Any request for such information by a Bidder, or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Bidder may be eliminated from further consideration.

18) **COMPLIANCE WITH ILLINOIS STATE LAW:** By submitting a response, Bidder [Proposer] certifies that it has obtained all required authorizations, certifications, and/or licenses required by law to perform the work described herein and transact business within the State of Illinois. This may include but is not limited to, in the case of a foreign business corporation, limited liability company, limited partnership, or limited liability partnership, authorization from the Illinois Secretary of State to transact business within the State of Illinois.

http://www.cyberdriveillinois.com/departments/business_services/howdoi.html.

SECTION 3 - GENERAL CONDITIONS

- 1) **ADDENDUM AND SUPPLEMENT TO INVITATION TO BID (ITB):** If it becomes necessary or advisable to revise any part of this ITB or if additional data is necessary to enable the exact interpretation of provisions of this ITB, revisions will be provided in the form of an Addendum. Addendum information is available over the internet at www.DemandStar.com. Adobe Acrobat® Reader may be required to view this document. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.
- 2) **APPLICABLE CODES AND ORDINANCES:** Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.
- 3) **ASSUMPTION OF RISK:** Until the completion and final acceptance by the County of all work under or implied by this Contract, the work shall be under the Contractor's care and charge and he shall be responsible, therefore. Contract shall rebuild, replace, repair, restore and make good all injuries, damages, re-erection, and repairs rendered necessary by causes, of any nature, to all or any portion of the work.
- 4) **CHANGES:** The County of DuPage reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County of DuPage and the successful Contractor. Illinois law requires that changes more than \$10,000 or extensions greater than thirty (30) days must comply with the Criminal Code. The Procurement Services Division shall issue to the successful contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.
- 5) **COMMENCEMENT OF WORK:** The successful Contractor must not commence any billable work prior to the County issuing a Notice to Proceed. Work done prior to these circumstances shall be at the Contractor's risk.
- 6) **CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:** It is agreed that all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.
- 7) **CONTRACTOR PERFORMANCE:** The Instructions to Bidders, Bid Form, General Conditions, Special Conditions, Contract Specifications and Attached Exhibits, together with the approved purchase order shall be incorporated in and become terms of the Contract. All items shall be supplied in strict accordance with the specifications. The Contractor's performance under the terms of the Contract shall be to the satisfaction of the County. Failure to comply with any statutory requirements shall be deemed a performance breach.
- 8) **DISCIPLINE:** Nothing herein shall be construed to imply that the County of DuPage is retaining control over the operative details of the Contractor's work or the Subcontractor's employee's work. The Contractor is assuming all oversight, and the Contractor is ensuring compliance with safety guidelines.
- 9) **DRUG FREE WORKPLACE:** The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.
- 10) **ENDORSEMENTS:** Contractor shall not use the name, seal or images of County of DuPage in any form of endorsement to any third-party without the County's written permission.
- 11) **F.O.B.:** All goods are to be shipped prepaid, F.O.B. delivered and installed. The total price quoted by the Bidder must be the total cost delivered to the location(s) stated. Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s). Shipments sent C.O.D. without County of DuPage's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.
- 12) **FORCE MAJEURE:** The County of DuPage shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented; i.e., droughts, floods, severe weather phenomena, et cetera.

13) **HOLD HARMLESS AGREEMENT:** Contractor shall indemnify and hold harmless Owner, Engineer, Engineer's Consultants, and all of their partners, officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any injuries to or death of or damages received by any person, persons, or property resulting from the operations of Contractor or any of his subcontractors in prosecuting the work under this contract.

14) **HOLDING OF BIDS:** Bidder may withdraw the bid at any time prior to the time specified as the closing time for the receipt of bids. However, no Bidder shall withdraw or cancel the bid for a period of ninety (90) calendar days after said closing time for the receipt of bids.

15) **INDEMNITY:** The Contractor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage act (820 ILCS 130/1 et seq.). Such indemnity shall not be limited because of the enumeration of any insurance coverage or bond herein provided. Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits. The Contractor shall be responsible for any damages incurred because of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction because of its errors, omissions or negligent acts. The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. because of indemnification or insurance.

16) **LAW GOVERNING:** The ITB and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.

17) **VENUE:** By submitting a response, bidder agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

18) **LIABILITY OF CONTRACTOR:** The mention of any specific duty or liability imposed upon Contractor shall not be construed as a limitation or restriction of any general or other liability or duty imposed upon Contractor by his Contract, said reference to any specific duty or liability being made merely for explanation. Contractor shall be responsible to Owner for the acts and omissions of all his employees and all subcontractors, their agents and employees, and all other persons performing any of the Work under an agreement with Contractor.

19) **LIENS, CLAIMS, AND ENCUMBRANCES:** Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

20) **LOBBYIST REGISTRATION:** Bidder shall comply with the provisions of Chapter 2, Article IX, Section 2-600, Lobbyist Registration of the Code of DuPage County, Illinois

21) **MSDS:** When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820 ILCS 225/0.1. Material Safety Data Sheets, upon award of Contract, shall be submitted to the County Procurement Services Division.

22) **MISCELLANEOUS REQUIREMENTS:** The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

23) **NON-DISCRIMINATING:** The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

24) **PATENTS:** Contractor undertakes and agrees to defend at Contractor's own expense all suits, actions, or proceedings in which the County of DuPage, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the County of DuPage whenever infringement will result from Contractor's adherence to specifications supplied by the County of DuPage or by an authorized County representative. Contractor further agrees to pay and discharge all judgments or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage, its Officers, agents or employees therein. Should Contractor or his agents be enjoined from furnishing or using any invention, article, material, or appliance required to be supplied under this contract, Contractor shall promptly offer other articles, materials, or appliances in lieu thereof, of equal quality suitability for review by County. If the County should disapprove of the offered substitutes and should elect in lieu of substitution, to have supplied, and to retain and use, any such invention, article, material or appliance as may be required by this Contract to be supplied, then Contractor shall pay such royalties and secure such valid licenses as may be necessary for the County. If the contractor does not make any approved substitution promptly, or does not pay such royalties to secure the licenses as may be necessary, then the Engineer shall have the right to make such substitution, or change the cost thereof against any money due Contractor from Owner, or recover the amount thereof from him and his sureties notwithstanding that final payment under this Contract may have been made.

25) **PAYMENT:** Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

26) **PROTEST:** Any actual or prospective bidder, offeror, or contractor who believes they have been adversely affected in connection with the solicitation or award of a contract may, within seven calendar days of the solicitation, bid opening or award, by mail or have served, a letter of protest to the Chief Procurement Officer. The Chief Procurement Officer must submit a response in writing to the protesting entity, within five (5) business days from receipt of the protest.

26) **RESERVATION OF RIGHTS:** The County of DuPage reserves the right to reject any or all bids failing to meet the County's specifications or requirements and to waive technicalities. If in the County of DuPage's opinion, the lowest bid is not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County of DuPage. In determining the lowest responsible bidder, the County shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

- 1) The Bidder's failure to meet the mandatory requirements of the ITB will result in the disqualification of the bid from further consideration.
- 2) The County further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised ITB.
- 3) Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion and shall be made in the best interest of the County.

27) **TAX:** The County of DuPage does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9997-4551-07. A copy of the exemption letter is available upon written request.

28) **TRANSFER OF OWNERSHIP OR ASSIGNMENT:** The terms and conditions of this contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments, the County of DuPage must be notified and approve the same in writing.

SECTION 4 - SPECIAL CONDITIONS

- 1) **ACCURACY DISCLAIMER:** The Contractor shall thoroughly acquaint himself with the sites for the proposed bid to fully understand the facilities, difficulties and restrictions attending to the execution of the bid. The Contractor will be allowed no additional compensation for his failure to be so informed.
- 2) **ADDITIONAL MISCELLANEOUS REQUIREMENTS:** The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title of interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the County. The County staff will not take delivery of any equipment or material. The Contractor shall have a representative on-site to receive any equipment or material delivered for this project.
- 3) **SPLIT BIDS:** Contractors may bid on one or more categories, if applicable to the bid. The County of DuPage reserves the right to award by total bid, by single item or by any combination of items, in accordance with our language in the Bid Document relating to Contractor selection (or rejection) in the best interest of the County of DuPage.
- 4) **CANCELLATION:** The County reserves the right to cancel the whole or any part of this contract (1) upon 120-day written notice, without cause, or (2) upon 30-day written notice for due to failure by the Contractor to carry out any obligation, term or condition of this contract. The County will issue written notice to the Contractor for acting or failing to act as in any of the following:
 - a. The Contractor provides material that does not meet the specifications of this contract;
 - b. The Contractor fails to adequately perform the services set forth of this contract;
 - c. The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;The Contractor fails to progress in the performance of this contract and/or gives the County reason to believe that the Contractor will not or cannot perform the requirements of the contract. Upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory, written response to the County. Failure on the part of the Contractor to adequately address all issues of concern may result in the County resorting to any single or combination of the following remedies: Cancel the contract; Reserve all rights or claims of damage for breach or any covenants of the contract; Perform any test or analysis on materials for compliance with the specifications of this contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne on the Contractor.
- 5) **LITERATURE:** Contractor must supply with their bid the latest printed specifications and advertising literature if pertains to proposal submitted.
- 6) **PROPERTY FURNISHED TO CONTRACTOR BY COUNTY OF DUPAGE:** All property furnished to the Contractor by the County of DuPage or specifically paid for by the County of DuPage, for use in the performance of this contract, shall be and remain the property of the County of DuPage, shall be subject to removal upon the County of DuPage's instruction, shall be used only in filling orders from the County of DuPage, shall be held at the Contractor's risk, shall be kept insured by the Contractor at the Contractor's expense while in its custody or control in an amount equal to the replacement cost thereof, with loss payable to the County of DuPage, and upon recall by County of DuPage shall be packaged at Contractor's expense for shipment to County of DuPage in accordance with County of DuPage's instructions. Copies of policies or certificates of such insurance will be furnished to County of DuPage on demand.

It is agreed that all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this order/contract and (3) be returned upon request.
- 7) **QUANTITIES:** The County of DuPage reserves the right to increase or decrease the quantities shown herein at any time during the life of the contract to correspond to the actual needs of the County of DuPage.
- 8) **RELATED PURCHASES:** In the event items are purchased within the same category, i.e., a different Gates belt or hose than specifically itemized in the parts specification, the discount indicated on your bid for the group of items shall apply.
- 9) **THIRD PARTY AGREEMENT:** The County shall not enter a third-party rental agreement and reserves the right to disqualify a vendor so bidding.

SECTION 5 - INSURANCE REQUIREMENT

The Contractor and Subcontractors or Partners will purchase and maintain insurance for the coverages for a minimum of three (3) years after completion of the Contract.

Upon notice of acceptance of Bid, the successful bidder shall, within fifteen (15) calendar days of said notice, furnish to the Purchasing Agent a certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to DuPage County licensed to do business in the State of Illinois, and with a minimum insurance rating of A: VII as found in the current edition of AM Best's Key Rating Guide. Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing DuPage County thirty (30) days prior notice thereof in writing. All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until all work has been approved and accepted by DuPage County. The Proposer is responsible for all insurance deductibles and Self-Insured Retentions.

| TYPE OF INSURANCE | MINIMUM LIMITS LIABILITY |
|---|--------------------------|
| 1. Workers Compensation | Statutory |
| 2. Employers Liability A. Each Accident & Disease | \$1,000,000 |
| 3. *Commercial General Liability | \$2,000,000 |
| 4. *Umbrella Excess Liability (over primary) Retention for Self-Insured Hazards (each occurrence) | \$1,000,000 |
| 5. *Business Auto Liability | \$1,000,000 |
| * ALSO Required in addition to a Certificate of Insurance 1) An Additional Insured Endorsement as well as endorsements for: 2) Waiver of Subrogation and 3) Insurance is Primary and Non-Contributory to additional insured insurance coverage | |

If any policy or coverage is written as "claims made" then coverage must be maintained for 4 years after project completion.

At all times during the term of the contract, the Proposer and its independent contractors shall maintain, at their sole expense, insurance coverage for the Proposer, its employees, officers and independent contractors, as follows:

- - It is the responsibility of Proposer to provide a copy of this BID to their insurance
 - It may also be required that the Proposer's insurer and coverage be approved by the DuPage County prior to execution of the Contract.
- No work shall be started until receipt of Certificate of Insurance.

The County of DuPage shall be named as additionally insured on all certificates of insurance. Insurance certificates shall also reference project name and BID NUMBER. Insurance Certificates with required endorsements should be emailed to: valerie.calvente@dupageco.org.

The insurance carrier of the insured is required to notify DuPage County of termination of any of these coverage's, prior to the completion of any contract, at least 30 days prior to expiration.

CHANGES IN, OR TERMINATION OF, INSURANCE COVERAGE: The insurance carrier of the insured is required to notify DuPage County of termination of any of these coverage's, prior to the completion of any contract, at least 30 days prior to expiration.

INSURANCE RATING: All the above-specified types of insurance shall be obtained from companies that have at least an A rating in Best's Guide or the equivalent.

SURVIVAL OF INDEMNIFICATION: The indemnification described above shall not be limited due to the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

NOTICE OF LAWSUIT: Within 60 days of service of process, DuPage County shall notify the Proposer of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Proposer of its obligation to provide indemnification. However, DuPage County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

CHOICE OF LEGAL COUNSEL: The Proposer shall provide coverage as provided in the contract and retains the right to choose legal counsel subject to the approval of DuPage County, and appointment by the State's Attorney.

RIGHTS RETAINED: Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any defenses or immunities otherwise available to DuPage County.

SECTION 6 - SCOPE OF SERVICES

I. BACKGROUND

The Workforce Innovation and Opportunity Act (WIOA) of 2014 (HR 803) (<https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf>) authorizes local Workforce Investment Boards to procure and oversee a local One-Stop Operator/Service Coordinator (OSO) to coordinate and integrate the workforce services provided by mandated WIOA partners out of the comprehensive one-stop center, i.e. American Job Center, i.e. workNet DuPage Career Center. The mandated WIOA program partners include:

1. Title I: DuPage County Workforce Development – Adult, Dislocated Worker, Youth
2. Title II: College of DuPage Adult Education and Family Literacy
3. Title III: Illinois Department of Employment Security (IDES) Wagner-Peyser Programs
4. Title IV: Illinois Department of Human Services, Department of Rehabilitation
5. Title V: Community Assistance Programs and National Able-- Senior Services Employment Program
6. (College of DuPage) Perkins/Post-Secondary Career & Technical Education
7. (IDES) Unemployment Insurance
8. (IDES) Veterans Job Counseling, Training and Placement Services
9. (IDES) Trade Readjustment Assistance
10. (IDES/DuPage County Workforce Development) Trade Adjustment Assistance
11. (IDES) Migrant and Seasonal Farmworkers
12. (DuPage County) Community Services Block Grant
13. (Illinois Department of Human Services) Temporary Assistance for Needy Families

In DuPage County, the DuPage Workforce Innovation Board (WIB) is made up of private and public sector community leaders (including the WIOA-mandated workforce partners) who have responsibility for this system.

The Board oversees and is the policy maker, in partnership with the DuPage County Chief Elected Official, for Title I workforce development programs in DuPage County. The Board makes decisions regarding the type and mix of workforce development services offered in DuPage County and the use of federal and state funds available for workforce activities per WIOA and within the Illinois Governor's Guidelines.

The Workforce Innovation and Opportunity Act (WIOA) envisions high-quality one-stop-center systems that are business-driven, customer-centered, integrated and tailored to meet the needs of DuPage County job seekers and businesses. WIOA requires each Workforce Board to procure a One-Stop Operator/Service Coordinator (OSO) and to determine the functions of the OSO consistent with Federal law and regulation. The Local Board must select the OSO through a competitive process, as required by §121(d) (2) (A) of WIOA.

II. INTENT AND PURPOSE OF THE REQUEST FOR PROPOSAL

Consistent with WIOA, the local board is authorized to designate or certify One-Stop Operators to provide services at the one-stop center as described in Part II (Specifications).

The OSO shall be designated or selected through a competitive process. The OSO may be an entity (public, private or not-for-profit) or a consortium of entities (three or more of the one-stop partners as defined in the required act), must demonstrate effectiveness, and be located in the local workforce area.

Applicants may include:

1. An institution of higher education
2. An employment service State agency established under the Wagner-Peyser Act
3. Community-based organization, nonprofit organization

4. A private for-profit entity;
5. A government agency; or
6. Another interested organization or entity which may include a local chamber of commerce or other business organization, or a labor organization.

Elementary and secondary schools shall not be eligible for designation or selection as one-stop operators, except that nontraditional public secondary schools and area career and technical education schools may be eligible for such designation or certification.

All applicants must disclose any potential conflict of interest arising from the relationships of the operators with particular training service providers.

Applicants cannot establish practices that create disincentives to providing services to individuals with barriers to employment that may require longer-term services, such as intensive employment, training, and education services. They also must comply with Federal regulations, and procurement policies, relating to the calculation and use of profits.

All applicants must demonstrate the existing expertise, capability and capacity to oversee the provision and integration of services by WIOA-mandated partners within the workNet DuPage Career Center as described in this RFP.

Applicants acknowledge that all services will be provided at the workNet DuPage Career Center and that the One-Stop Operator/Service Coordinator will report to the DuPage Workforce Board.

The One-Stop Operator/Service Coordinator will be for two (2) years with option for renewal at the discretion of the DuPage Workforce Innovation Board. Renewal will be based on successful performance of the roles and responsibilities outlined within this RFP. (see D: DURATION)

The DuPage Workforce Innovation Board is soliciting proposals from qualified applicants to perform the functions of the One-Stop Operator/Service Coordinator for the workNet DuPage Career Center (One-Stop Center). The workNet Center will be guided by the strategic plan and policies developed by the Board. The successful Proposer will be required to align system and center activities with the vision, mission, policies and procedures set forth by the Board, providing integration and delivery of services across partner agencies.

III. FUNDING AND TIME REQUIREMENT

A portion of each Partner's WIOA funding will be used to accomplish the purpose of this RFP. The time commitment required will be a part-time equivalent (PTE.) Every effort will be made to award contracts deemed as meeting the intent of this RFP within reasonable WIOA program budgetary limits. The budget range for a two-year contract should fall within \$40,000-\$80,000. In the event that the total amount proposed by qualified proposers exceeds the amount of funding initially set aside for this purpose, the Workforce Board reserves the right to negotiate the cost of the project.

IV. DURATION

Term of the agreement is July 1, 2021 to June 30, 2023, with option for renewal at the discretion of the DuPage Workforce Board. The competitive process must be conducted at least once every four (4) years (§678.605).

V. SPECIFICATIONS

The One-Stop Operator/Service Coordinator of the workNet DuPage Career Center will coordinate and integrate services and referrals among program partners as specified in the local and regional plans. ensure the Center continues to meet and improve upon the related One-Stop Certification criteria under the Illinois Workforce Innovation Board Criteria and Procedures for Certifying Comprehensive One-Stop Centers under the Workforce Innovation and Opportunity Act of 2014 (WIOA).

Roles and Responsibilities

- The One-Stop Operator/Service Coordinator will be responsible for the on-going coordination of services provided by the partners at the local comprehensive One-Stop (i.e., American Job Center) (i.e., workNet DuPage Career Center) and for the continuous improvement of the service delivery system. The partners of the One-Stop system provide access to a range of employment and training services for both job seekers and businesses.

The specific roles and monthly responsibilities of the One Stop Operator/Service Coordinator will be:

- **Data Collection and Reporting**
 - Compile referral and Center traffic data monthly (i.e., volume, characteristics of new inquirants, client needs and barriers) using the existing navigation process and system
 - Collect customer satisfaction surveys and follow up as needed, compile customer satisfaction data
 - Prepare reports on all relevant data and analysis thereof for Workforce Board to be reviewed at monthly full or executive committee meetings
 - Resolve issues that may arise with existing navigation process and system
- **Service Coordination among mandated WIOA Partners to include:**
 - Regularly convening the workNet DuPage Career Center Partners to:
 - Review amount and quality of referrals and corresponding actions taken to ensure integration of services
 - Review overall Center traffic and service usage; identify trends, gaps, etc.
 - Assess customer/client needs as part of the continuous improvement process for the one-stop center
 - Review customer feedback and work with partners to address issues
 - Ensure all partners are informed of new services or other developments
 - Regularly communicate with or convene meetings with all Partners' business services staff to:
 - Share information on local events or new business clients
 - Coordinate referrals and navigation of new business contacts
 - Integrate business services offered by all partners
- **Professional Development** – Identify needs for staff professional development, continuous improvement activities and strategies, etc. that will enhance service integration and delivery across the required Partners
- **Coordinate** – all activities necessary for ongoing maintenance of Comprehensive One Stop Center certification

The DuPage Workforce Innovation Board will provide office space and technology to support the One-Stop Operator/Service Coordinator at the workNet DuPage Career Center.

The DuPage Workforce Innovation Board retains responsibility for the following roles; hence the One-Stop Operator **may not perform any of these functions.**

- Convene system stakeholders to assist in the development of the local plan;
- Prepare and submit local plans; be responsible for oversight of itself;
- Manage or significantly participate in the competitive selection process for one-stop operators;
- Select or terminate one-stop operators, career services, and youth providers;
- Negotiate local performance accountability measures;
- Develop and submit budget for activities of the Local Board in the local area.

SECTION 7 - SUBMITTAL REQUIREMENTS

- A. Proposers are required to follow the guidelines contained in this document in preparing response proposals. Guidelines address both the structure and the content of the proposal. Proposals not adhering to the guidelines and/or instructions may not be reviewed or considered for selection.
- B. All proposals submitted in response to this RFP will be subject to a proposal evaluation by a committee of the **DuPage Workforce Innovation Board (WIB) and Partner agency representatives**. Final approval for any and all projects is the responsibility of the WIB.
- C. This RFP does not commit the WIB to award a contract, to pay any costs incurred in the preparation of a proposal.
- D. Proposers shall supply one copy of the proposal with signature via email or mailed.
- E. Proposals submitted in response to the RFP and not selected for funding will not be returned.
- F. The final proposal, including any revisions made as a result of negotiations or modifications, submitted by the selected Proposer (contractor) will become part of the contract with WIB.
- G. Proprietary rights to all data, materials, documentation, and products originated by and prepared for WIB pursuant to the contract shall belong exclusively to WIB.
- H. The contractor will be prohibited from disseminating products and information developed under the contract without the prior written consent of WIB.
- I. WIB representatives will meet with the selected Proposer prior to finalizing the contract. The purpose of the meeting will be to make sure both parties share the same understanding of the project goals, activities, outcomes, billing schedule and billing submittal procedures. If the contract is with a school, a copy of the ADA compliance letter will be required at this meeting for the contract.
- J. The WIB is authorized to accept, modify and approve or reject the services furnished by the contractor.
- K. The contract may be modified to include additional tasks reasonably related to the initial project with necessary funding to support completion of those additional tasks provided as appropriate. Requests for any modification to the original contract must be submitted in writing to the WIB. In accordance with established policies concerning modifications, this request will need to be approved by the WIB. Final approval of modifications requiring formal action will be the authority of the WIB.
- L. The WIB retains the right to accept or reject any or all proposals received. It also retains the right to negotiate with any qualified party, or to cancel in part or in its entirety this RFP process if that action would be determined to be in its best interests.
- M. The contract will be on a cost incurred basis and will be paid on monthly schedule subsequent to the proposed services being provided.
- N. The contract shall be subject to termination and cancellation without penalty in the event that any Federal funding source, upon which all funds for workforce services are dependent, fails to appropriate or otherwise make available the funds required to operate program services.

GUIDELINES FOR SUBMITTAL:

The proposal **must** be typewritten, on one side of standard sized (8-1/2" x 11") paper. All proposals **must** be assembled according to the following outline and limited to 15 pages without appendix.

Cover Sheet – Attachment A

Table of Contents

Executive Summary (1- 2 pages)

Information on Proposer (1-2 pages)

Narrative Description (limited to 5 pages)

References – Attachment B

Budget (1 page)

Please read and follow the guidelines. Proposals that are not in compliance with the guidelines provided in this RFP may not be considered for funding.

Although the DuPage Workforce Board reserves the right to negotiate the price and terms of any proposal, Proposers should submit their proposals on the basis of their best offer since an award may be made solely on the initial submission.

Qualified firms interested in performing the work described in this RFP are asked to provide the following information presented in a clear, comprehensive, and concise manner, illustrating the firm's capabilities, experience and expertise:

1. Cover Letter – Provide an introductory letter, with content at discretion of submitter, that is signed by an authorized representative of the firm. This letter should be addressed to Ms. Lisa Schvach. Please acknowledge receipt of all addendums in this letter.
2. Table of Contents – Indicate all headings and subheadings with appropriate page numbers.
3. Executive Summary – Prepare a brief (1 – 2 pages) abstract that summarizes the **key** points regarding the completion of this project. The summary is probably the first thing that will be read. It should be clear, concise and specific. It should briefly describe the approach for performing the activities identified in submittal requirements.
4. Information on Proposer
 - a) Provide an explanation of the Proposer's experience and background which demonstrates that it has the necessary expertise to successfully carry out the objectives and achieve the goals of the proposed project. Additionally, indicate any experience or the extent to which the organization is familiar with the WIOA program and related regulations.
 - b) Provide information as to the organization's size and structure as well as the length of time in business. If applicable, indicate if organization is a minority or female owned and operated business.
 - c) Provide brief resumes indicating qualifications of staff members to be assigned to perform services requested. Identify the individual to serve as project liaison. Resumes may be presented as an appendix in the proposal.
 - d) Indicate the number of hours each staff assigned to the project will devote to the project.
5. Narrative Description - This section should provide a detailed narrative description of the entire project limited to five (5) pages. Specifically, it should describe how elements in the Description will be provided. A Project Schedule should be included which will provide a timeline for the One-Stop Operator/Service Coordinator to incorporate all aspects of their role and responsibilities.
6. References – Identify references who can be contacted regarding the organization's quality of work on similar projects and capabilities in general. At least 3 references should be included.
7. Price – Provide a narrative of your financial management plan and previous experience with federally funded programs and compliance with OMB Circulars and the Uniform Grant Guidance.

SECTION 8 – EVALUATION CRITERIA

EVALUATION

Responsiveness Review:

All proposals received will be evaluated by an Evaluation Committee comprising of DuPage County Workforce Board personnel and monitored by Procurement Services. The following factors will be considered in making the selection:

| Evaluation Criteria | Points |
|---|---------------|
| <p>Organizational Background and Experience –</p> <ul style="list-style-type: none"> • Bidder has submitted record of past performance with WIOA or similar program • Bidder provided a brief history of the organization • Qualifications of entity and OSO proposed to implement activities and outcomes • Bidder has described resources the entity can bring to the workforce system • Bidder has provided references | 35 |
| <p>Capacity –</p> <ul style="list-style-type: none"> • Bidder has provided a functional or proposed organizational chart deemed satisfactory to meet One-Stop needs • Bidder provided a workflow/logistical model • Bidder demonstrated experience with oversight of multi-organizational staff | 10 |
| <p>Outcomes –</p> <ul style="list-style-type: none"> • Bidder provided a detailed plan to meet objectives and responsibilities and how outcomes will be demonstrated • Proposed outcomes are relevant to the mission and objectives of the One-Stop Partner Programs. • Bidder demonstrated a plan for partner integration within the entity | 25 |
| <p>Price –</p> <ul style="list-style-type: none"> • Cost effectiveness of proposal • Bidder has provided documents establishing financial history • Bidder is up to date on taxes and has provided evidence that acceptable accounting systems are in place | 30 |
| Total Points | 100 |

The selection of any Proposer shall be at the recommendation of the Evaluation Committee and the approval by the DuPage County Board. The County reserves the right to reject any or all proposals.

Acceptance of Proposals:

The Procurement Officer reserves the right to reject any or all Proposals or any part thereof, to waive informalities, and to accept the Proposal deemed most favorable to The County.

Evaluation Process:

An Evaluation Committee comprised of WIB members and Partner agency representatives will evaluate all responsive proposals in accordance with the evaluation criteria detailed below.

This evaluation process may result in a shortlist of proposals. The Evaluation Committee, at its option, may request that all of the shortlisted proposers make a presentation, other customer testimonials, submit clarifications, schedule a

site visit of their premises (as appropriate), provide a best and final offer, provide additional references, or respond to questions.

Proposer Presentations:

The Evaluation Committee reserves the right to, but is not obligated to, request and require that each Proposer provide a formal presentation of its Proposal at a date and time to be determined. If required by the Evaluation Committee, it is anticipated that such presentation will not exceed one (1) hour. No Proposer will be entitled to present during, or otherwise receive any information regarding, any presentation of any other Proposer.

Right to Inspect:

The County reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation, and other qualifications of the Proposer and to reject any Proposal regardless of price if it shall be administratively determined that in the County's sole discretion the Proposer is deficient in any of the essentials necessary to assure acceptable standards of performance.

Best and Final Offer:

The County reserves the right to request a Best and Final Offer from finalist Proposer, if it deems such an approach necessary. In general, the Best and Final Offer will consist of updated costs, as well as answers to specific questions that were identified during the evaluation of Proposals.

If the County chooses to invoke this option, finalist Proposal will be re-evaluated by incorporating the information requested in the Best and Final Offer document, including costs, and answers to specific questions presented in the document. The specific format for the Best and Final Offer would be determined during evaluation discussions. Turnaround time for responding to a Best and Final Offers document is usually brief (i.e., one (1) business day).

Selection Process:

Upon review of all information provided by shortlisted proposers, the Evaluation Committee will make a recommendation for selection to the Procurement Officer for concurrence and submission to the DuPage County Workforce Board (WIB). The County reserves the right to check references on any projects performed by the proposer whether provided by the proposer or known by the County. The selected proposal will be submitted for approval to the WIB that best meets the needs and provides the best overall value. Upon approval of the selected Proposer, a contract will be prepared by the County and presented to the Selected Proposer.

SECTION 9 - PROPOSAL FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

| | |
|-------------------------|--|
| Full Name of Offeror | |
| Main Business Address | |
| | |
| City, State, Zip Code | |
| Telephone Number | |
| Fax Number | |
| Proposal Contact Person | |
| Email Address | |

The undersigned certifies that he is:

- the Owner/Sole Proprietor
 a Member of the Partnership
 an Officer of the Corporation
 a Member of the Joint Venture

herein after called the Offeror and that the members of the Partnership or Officers of the Corporation are as follows:

_____ (President or Partner)

_____ (Vice-President or Partner)

_____ (Secretary or Partner)

_____ (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. _____, _____, and _____ issued thereto;

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Offeror and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Offeror and is true and accurate.

Further, the undersigned certifies that the Offeror is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, proposal rigging or proposal-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this proposal and has checked the same in detail before submitting this proposal, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Offeror may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the offeror certifies that he has provided services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the offeror, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the cost schedule.

PROPOSAL AWARD CRITERIA

This proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Contractor agrees to provide the service described above and in the contract specifications under the conditions outlined in attached documents for the amount stated.

X _____
(Signature and Title)

CORPORATE SEAL
(If available)

PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this _____ day of _____ AD, 2020

My Commission Expires: _____
(Notary Public)

REQUIRED FORMS TO BE SUBMITTED

1. REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

The Required Vendor Ethics Disclosure Statement can be found on the next page and on the County's internet site under Contractor Forms in the Procurement section.

Required Vendor Ethics Disclosure Statement link here: <https://www.dupageco.org/Finance/Procurement/1316/>

2. IRS FORM W-9

IRS Form W-9 can be found attached, or at the following link: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

VENDOR ETHICS DISCLOSURE FORM



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: _____

Bid/Contract/PO #: _____

| | |
|----------------|------------------|
| Company Name: | Company Contact: |
| Contact Phone: | Contact Email: |

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

NONE (check here) - If no contributions have been made

| Recipient | Donor | Description (e.g. cash, type of item, in-kind services, etc.) | Amount/Value | Date Made |
|-----------|-------|---|--------------|-----------|
| | | | | |
| | | | | |
| | | | | |

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

NONE (check here) - If no contacts have been made

| Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid | Telephone | Email |
|--|-----------|-------|
| | | |
| | | |
| | | |

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature _____

Printed Name _____

Title _____

Date _____

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)

W-9 FORM

| | | |
|--|---|---|
| Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service | Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information. | Give Form to the requester. Do not send to the IRS. |
|--|---|---|

| | | |
|--|---|---|
| Print or type. See Specific Instructions on page 3. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <hr/> 2 Business name/disregarded entity name, if different from above <hr/> 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Apply to accounts maintained outside the U.S.)</small> |
| | 5 Address (number, street, and apt. or suite no.) See instructions. <hr/> 6 City, state, and ZIP code <hr/> 7 List account number(s) here (optional) | Requestor's name and address (optional) |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | |
|---|---|--|--|---|---|--|--|
| Social security number | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;"></td> <td style="width: 33%;"></td> <td style="width: 33%;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td></td> </tr> </table> | | | | - | - | | |
| | | | | | | | |
| - | - | | | | | | |
| OR | | | | | | | |
| Employer identification number | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;"></td> <td style="width: 33%;"></td> <td style="width: 33%;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td></td> </tr> </table> | | | | - | - | | |
| | | | | | | | |
| - | - | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.

SECTION 10 - SAMPLE CONTRACT
CONTRACT ~~XX-XXX-XXX~~ BETWEEN [CONTRACTOR]
AND THE COUNTY OF DUPAGE

THIS AGREEMENT is entered into this _____ day of _____, 2020, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Wheaton, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and _____, licensed to do business in the State of Illinois, located at _____, _____ (hereinafter referred to as the CONTRACTOR).

RECITALS

WHEREAS, the COUNTY requires the goods and/or services specified in RFP #19-098-BZ for its DuPage County Building & Zoning Department located at 421 North County Farm Road, Wheaton, Illinois, 60187-3978.

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the RFP process and is willing to perform under the terms of the RFP and this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 CONTRACT DOCUMENTS

- 1.1 This Contract includes all the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:
 - 1.1.a Bid Information
 - 1.1.b Instructions to Bidders
 - 1.1.c General Conditions
 - 1.1.d Special Conditions
 - 1.1.e Specifications
 - 1.1.f Proposal Forms (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
 - 1.1.g County Purchase Order
- 1.2 All documents are or will be on file in the office of the Finance - Procurement, DuPage Administration, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.
- 1.3 In the event of a conflict between any of the above documents, the document control from top to bottom; i.e., "a" control over "b".

2.0 DURATION OF THIS CONTRACT

- 2.1 Unless terminated as provided in the RFP, the term of this Contract shall be a one (1) year period beginning on XX-XX-2020 and continuing through XX-XX-2020.

3.0 TERMINATION

- 3.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of Vendor's insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.
- 3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.
- 3.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, Vendor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

- 4.0 PROPOSAL PRICES AND PAYMENT
 - 4.1 The Contractor shall provide the required goods and or services described in the Proposal Specifications for the prices quoted on the Proposal Form.
 - 4.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.
- 5.0 AMENDMENTS
 - 5.1 This Contract may be amended by agreement of both parties.
 - 5.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.
- 6.0 CONTRACT ENFORCEMENT – ATTORNEY’S FEES
 - 6.1 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney’s fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
- 7.0 SEVERABILITY CLAUSE
 - 7.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court’s determination shall not affect the validity or enforceability of the remaining portions of this Contract.
- 8.0 GOVERNING LAW
 - 8.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.
- 9.0 ENTIRE AGREEMENT
 - 9.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.
 - 9.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS, WHEREOF, the parties set their hands and seals as of the date first written above.

THE COUNTY OF DUPAGE, ILLINOIS

CONTRACTOR

By: DO NOT SIGN

 SIGNATURE

James McGuire

 PRINTED NAME

Procurement Officer

 PRINTED TITLE

 DATE

By: DO NOT SIGN

 SIGNATURE

 PRINTED NAME

 PRINTED TITLE

 DATE

SECTION 11 - OUTSIDE ENVELOPE BID LABEL

SEALED BID PROPOSAL

INVITATION #: RFP # 21-008-WD
**ONE STOP OPERATOR (SERVICE COORDINATOR) –
WORKNET DUPAGE CAREER CENTER**

OPENING DATE: 03/03/2021

OPENING TIME: 02:00 P.M.

COMPANY NAME:

DATED MATERIAL - DELIVER IMMEDIATELY

Please cut out and affix this proposal label(above)
to the outermost envelope of your proposal to help ensure proper delivery.