



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

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**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, January 20, 2023 at 2:30 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: YOUTH SERVICES 23-010-WIOA. Bid document, including specifications, may be obtained from the Finance Department by email at [nickon.etminan@dupageco.org](mailto:nickon.etminan@dupageco.org) or onsite during regular business hours at no cost or from the internet via [www.DemandStar.com](http://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.

<b>Date</b>	<b>RFP Event Activity</b>
December 14, 2022	Legal Notice Advertisement Placed
January 4, 2023 4:00 p.m. CST	Questions due to Buyer Email: <a href="mailto:nickon.etminan@dupageco.org">nickon.etminan@dupageco.org</a>
January 11, 2023 4:00 p.m. CST	Final Q&A Addendum Published
January 20, 2023 2:30 p.m. CST	Submittals Due to Finance Department

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## SECTION 1 - PROJECT INFORMATION

### **SUBMITTAL PROCESS**

All proposals must be submitted per the following:

- 1) Original copy must contain original signatures in blue ink signed by a person with legal signature authority of the organization and mark "Original".
- 2) Single-sided printing
- 3) Numbered pages
- 4) 12-point font
- 5) Single-spaced

Completed proposals must be submitted by date given on page three (3) of this document.

Please use the following checklist to confirm all documents are included in your packet:

- Proposal Cover/Youth Provider Information Form
- Proposal one (1) original and one (1) copy on flash drive
- Program Executive Summary (specific to this proposal)
- Program Description (Application Narrative)
- Customer Flow Chart
- 14 WIOA Service Elements Delivery Plan
- Planned Outcome Form
- Organizational Chart
- Job Titles and Description
- Staff Resumes
- [Program Budget Forms](#)
- Budget Narrative
- Fiscal Questionnaire
- Copy of most recent financial audit
- IL Secretary of State Certificate of Good Standing or Tax Exemption Certificate
- Cost Allocation Plan
- Signed Statement of Assurance and Certification
- Signed Statement of Compliance
- Affirmative Action and Non-Discrimination Policy
- Debarment, Suspension, and other Responsibility Matters
- Certification Regarding Lobbying
- Proposal Form (including Addenda Acknowledgment if any)
- Vendor Ethics Disclosure Form
- IRS W-9 Request for Taxpayer Identification Number and Certifications
- References
- Sealed Bid Label

**AWARDED CONTRACTOR REQUIREMENTS**

Certificate of Insurance	Due within 15 days of notice of award
Illinois Secretary of State Corporate/LLC Certificate of good standing for current year	Due within 15 days of notice of award  <a href="http://www.cyberdriveillinois.com/departments/business_services/howdoi.html">http://www.cyberdriveillinois.com/departments/business_services/howdoi.html</a>

## SECTION 2 - INSTRUCTIONS TO BIDDERS

1) **ON-LINE NOTIFICATION OF SPECIFICATIONS:** This document is available over the Internet at [www.DemandStar.com](http://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](http://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](http://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](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](http://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](mailto: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

### SECTION 6A

#### PURPOSE, AVAILABLE FUNDS, FUNDING PERIOD & ELIGIBLE RESPONDENTS

##### PURPOSE

The Workforce Innovation and Opportunity Act (WIOA), signed into law on July 22, 2014, is a federal program funded through the US Department of Labor (DOL). Funds are distributed to states and, subsequently, sub-state agents (Illinois Department of Commerce and Economic Opportunity (DCEO). Services are managed and provided by local agents, which must meet performance goals set by DOL and DCEO. WIOA mandates the state to be divided into Workforce Innovation Areas to ensure effective delivery of services, and LWIA6 is DuPage County. The County has both the program and administrative responsibility for WIOA, and services are delivered through the Workforce Development Division (WDD). The DuPage Workforce Innovation Board (WIB) oversees the statutory responsibility for the local implementation of WIOA and provides a forum for business, labor, education, government, community-based organizations, and other stakeholders to develop strategies that address local workforce challenges. The WDD office is housed in the workNet DuPage Career Center in Lisle, IL.

The purpose of this Request for Proposals is to fund innovative and effective programs that provide In-School Youth (juniors and seniors) and/or Out-of-School Youth between the ages of 16-24 a range of services that lead to increased education and job readiness, as well as work experience and employment opportunities. WIOA Services provide opportunities for young adults to acquire the education and skills needed to engage in high-demand career pathways that offer self-sufficient employment and reduce poverty over time. The WIB encourages proposals which include collaborations between employers, community-based organizations, educational institutions, and other partners that will help drive positive outcomes for the participants and community.

##### AVAILABLE FUNDS & FUNDING PERIOD

WDD will award WIOA funds to one or more entities that demonstrate an ability to effectively deliver and manage training services as described herein. It is the expectation of WDD that respondents will become proficient in their understanding of the WIOA required services and regulations. (See [REFERENCE](#) section) All proposals must be comprehensive and address the full range of services detailed in this RFP.

WDD anticipates that the successful Bidder(s) will be awarded a grant agreement for one year with the possibility of two additional one- year extensions depending on compliance with WIOA program performance and availability of funds.

WDD will provide up to \$600,000 for this RFP. The estimated maximum award will be \$400,000 per project; however, WDD may elect to award amounts over this based on strength of application or strength of performance during the grant period.

Proposals containing significant work-based learning activities such as paid internships, apprenticeships, on-the-job training, job shadowing experiences, etc. will receive strong consideration, particularly if budgeted costs for these activities reaches 20% or higher of total funding request.

##### ELIGIBLE RESPONDENTS

Any governmental, non-for-profit, educational institution, or for-profit entity properly operating in accordance with Federal, State, and local law, and in business for at least two years, may submit a proposal for consideration. A consortium of two or more eligible respondents are allowed and encouraged, i.e. a public-private partnership.

**INELIGIBLE RESPONDENTS** include organizations that:

- 1) Are currently barred, suspended, proposed for debarment, declared ineligible or voluntary excluded from participation in this transaction by a Federal or State department agency.
- 2) Have existing grants with any State or County agency that are suspended or otherwise not in good standing.
- 3) Are not in compliance with the Illinois Department of Revenue or the Internal Revenue Service requirements.

**SECTION 6B  
PARTICIPANT ELIGIBILITY AND PROGRAM ELEMENTS**

**ELIGIBILITY CRITERIA**

The following requirements apply to all youth participants receiving WIOA funded services:

Out-of-School Youth

Participants must be:

Authorized to work in the United States

1. Registered for the Selective Service, if applicable
2. Not attending any school (defined under State law)
3. Not younger than 16 or older than 24 at time of enrollment; and
4. One or more of the following:
  - a. A school dropout
  - b. An individual who is within age of compulsory school attendance but has not attended school for at least the most recent complete school year calendar quarter as defined by the local school district
  - c. A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skills deficient or an English language learner
  - d. An individual subject to the juvenile or adult justice system
  - e. A homeless individual, a runaway, an individual in foster care or has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act or an individual who is in an out-of-home placement
  - f. An individual who is pregnant or parenting
  - g. An individual with a disability; or
  - h. A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment

In-School Youth Eligibility

Participants must be:

1. Authorized to work in the United States
2. Registered for the Selective Service, if applicable
3. Attending school (defined under State law)
4. Not younger than 14 or older than 21 at time of enrollment
5. A low-income individual; and
6. One or more of the following:
  - a. Basic Skills Deficient
  - b. An English language learner
  - c. An offender
  - d. A homeless individual, a runaway, an individual in foster care or has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act or an individual who is in an out-of-home placement
  - e. Pregnant or parenting
  - f. An individual with a disability; or
  - g. An individual who requires additional assistance to complete an educational program or to secure or hold employment

## REQUIRED PROGRAM ELEMENTS

Respondents must provide the following fourteen (14) service elements in their proposal per section 129(c)(2) of the WIOA legislation (see [REFERENCE](#) section). If a provider does not directly provide the services listed, it must demonstrate the ability to make seamless referrals to appropriate providers of such services. Priority will be given to providers with the ability to directly provide occupational skills training. The grantee will have primary responsibility for ensuring that each participant receives the full continuum of services.

- 1) Tutoring, study skills training, and evidence-based dropout prevention strategies that lead to completion of a secondary school diploma or its recognized equivalent or for a recognized postsecondary credential.
- 2) Alternative secondary school offerings.
- 3) Paid and unpaid work experience, including summer employment opportunities, internships, pre-apprenticeship programs, job shadowing and on the job training opportunities.
- 4) Occupational skills training offered concurrently with workforce preparation activities, that includes priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in demand industry sectors or occupations.
- 5) Education offered concurrently with workforce preparation and training.
- 6) Leadership development opportunities, that include such activities as positive social behavior and soft skills, decision making, teamwork, and other activities.
- 7) Supportive services directly or through referral.
- 8) Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.
- 9) Follow-up services up to 12 months after program exit.
- 10) Comprehensive guidance and counseling, including drug and alcohol abuse counseling, mental health counseling, as well as referrals to counseling as appropriate to the needs of the individual youth.
- 11) Comprehensive financial literacy education.
- 12) Entrepreneurial skills training.
- 13) Services that provide labor market and employment information about in-demand industry sectors and occupations available in the local area, such as career awareness, career counseling, and career exploration services.
- 14) Activities that help youth prepare for and transition to post-secondary education and training.



**SECTION 6C**

**PERFORMANCE OUTCOMES, REPORTING AND TRACKING**

**WIOA PERFORMANCE REQUIREMENTS**

WIOA establishes a comprehensive performance accountability system to optimize the return on investment of federal funds and assess the effectiveness of local areas. Programs must be designed to achieve performance measures listed on the following chart. All performance outcomes are expected to be achieved within the duration of the contract. For example, if a youth is provided funding to attend school their successful completion of the program is expected within the duration of the contract and should align with performance goals. See **DISALLOWED COSTS AND CANCELLATION** section for more details.

<b>WIOA Performance Measure</b>	<b>Definition</b>	<b>Goal</b>
Youth Placement in Employment/Education	The percentage of youth who are in education/training activities or in unsubsidized employment in the 2 <sup>nd</sup> quarter after exit	70%
Youth Retention in Employment in Employment /Education	The percentage of youth who are in education/training activities or in unsubsidized employment during the 4 <sup>th</sup> quarter after exit	69.5%
Median Earnings	The median average earnings of youth who are in unsubsidized employment in the 2 <sup>nd</sup> quarter after exit	\$3500
Credential attainment	The percentage of youth who obtain a recognized post-secondary credential or a secondary school diploma/GED during participation or within 1 year after exit. If participant obtains secondary school diploma or equivalent, they must also be employed or in an education/training program leading to a postsecondary credential within 1 year after exit.	70%
Skills Gain	The percentage of youth who are in education/training program that leads to a recognized post-secondary credential or employment and who are achieving measurable skills gains	42%

In addition to the Federal performance measures, WDD requires respondents to propose the following outcomes to be achieved within the contract duration:

- Proposed Total of Youth Served
- GED/High School Diplomas earned
- Industry Recognized Credentials earned
- Youth participating in work experience (on-the-job training, internships, work experience, apprenticeships, as defined by WIOA)
- Placements into post-secondary education at exit
- Placements into unsubsidized training-related employment
- Skills gains as defined by WIOA
- Youth participating in industry specific internships
- Companies participating in work-based learning

\*Program effectiveness will be evaluated quarterly through the review and assessment of project performance. Contractors will be required to have an internal quality control system to monitor progress towards achieving goals.

## **FILE RECORD RETENTION AND OWNERSHIP**

Contractors must retain physical program files and records, in compliance with Federal and State WIOA requirements, and DuPage County WDD record retention policies. Contractors must maintain and secure accurate case files for every WIOA registered participant. Case files must contain documentation including, but not limited to: program eligibility/determination of need; assessment data; Individual Service Strategy (ISS); regular updates (minimally every 30 days); progress reports; time and attendance sheets (training services); case notes; outcome data; and monthly follow-up post exit. Contractors must allow local, state, and federal representatives access to all WIOA records, program materials, staff, and participants. In addition, contractors are required to maintain all WIOA records for five years after participants exit the program.

## **OVERSIGHT, EVALUATION AND PLANNING**

WDD will monitor and evaluate selected respondents to determine if employer and job seeker clients are receiving the most comprehensive, streamlined set of services. We must also ensure program compliance and evaluate the quality and effectiveness of the services strategies. External monitoring and evaluation may also be conducted periodically by the U.S. Department of Labor, Illinois Department of Commerce, DuPage County and any agency that provides funds used by the WDD to contract for services.

## **REFERENCE**

- [Illinois workNet](#)
- [WIOA ePolicy](#)
- [WIOA Glossary of Terms](#)
- [TEGL 19-16](#)
- [TEGL 21-16](#)
- [TEGL 23-14](#)

## **SECTION 6D**

### **SOLICITATION PROCESS AND TERMS OF REQUEST FOR PROPOSAL**

#### **PROPOSAL REVIEW**

Bidders are to follow the guidelines contained in this document when preparing response proposals. Proposal budgets cannot include time and dollars spent in preparing this proposal submission. Submission of a proposal does not, in any way, obligate DuPage County Workforce Development Division (WDD) to award a contract. Proposals must be prepared in accordance with applicable federal, state, local laws, and regulations governing the Workforce Innovation and Opportunity Act (WIOA).

#### **CONTRACTING:**

The contract award will not be final until after WDD and the Bidder have executed a mutually satisfactory contractual agreement. WDD reserves the right to make an award without further discussion of the proposal submitted. No program activity may begin prior to WIB approval of the award and execution of an award letter and/or constructional agreement between the Bidder and WDD. The contents of proposals submitted by successful Bidders will become part of the contract awarded to the Bidders and funding will be contingent on their agreement to all WIOA, State, and County provisions. Contractors will be prohibited from disseminating products developed under contract with DuPage County Workforce Development without prior written consent of that agency. Contractors must participate in program evaluation and monitoring conducted by DuPage County Workforce Development, Illinois Department of Commerce, or US Department of Labor. The Contractor shall operate and comply with the training program described in the curriculum of the proposal, which will be included as a part of the contract. Any deviation from the curriculum and staffing as defined in this proposal must be approved in writing by DuPage County Workforce Development Division and these changes will then be made a part of the contract. Failure to gain such written approval shall constitute breach of contract. WDD reserves the right to impose sanctions in the event of breach of contract, as appropriate.

## **DISALLOWED COSTS AND CANCELLATION:**

Bidders must accept liability for all aspects of any WIOA program conducted under contract with DuPage County Workforce Development Division. Bidders will be liable for any disallowed cost or illegal expenditures of funds or program operations conducted. WDD reserves the right to cancel an award immediately if new State or Federal regulations or policy makes it necessary to change the program purpose or content substantially, or to prohibit such a program. Any expenditures or performances which exceed the amount agreed upon are the Contractor's sole responsibility and shall not entitle the contractor to additional payments or benefits under this contract. The Contractor shall inform WDD in writing regarding the receipt of additional funding which will affect the quality of cost of providing training/services under the contract. WDD, upon receipt of this information, maintains the right to negotiate or disapprove costs.

Reduction in the funding level of any contract resulting from this solicitation process may be considered during the contract period when a contractor fails to meet expenditures, participant, and /or outcomes goals specified in the contract or when anticipated funding is not forthcoming from the federal or state governments. WDD reserves the right to determine both the number and the funding levels of contracts finally awarded. If a contract is determined disallowed after payment has occurred, the Contractor shall repay the amount of the disallowance to DuPage County Workforce Development Division within 30 calendar days from the date of notice, or on a written alternative schedule determined by DuPage County Workforce Development Division. If the Contractor violates or permits violation of contract terms or conditions, the Contractor shall repay to DuPage Workforce Development Division the number of funds directly related to the violation.

## **MODIFICATIONS AND CONTRACTS**

Any contract awarded pursuant to this RFP may be unilaterally modified by WDD upon written notice to the contractor under the following circumstances:

1. Contractor fails to meet performance and service expectations set forth in the contract, or.
2. The federal or state government increases, reduces or withdraws funds allocated to WDD, which impact services solicited under this RFP or.
3. There is a change in federal or state legislation and/or their regulations, local laws, or applicable policies and procedures.

## **ACCESSIBILITY AND EQUAL OPPORTUNITY**

All Bidders must ensure equal opportunity to all individuals. No individual in DuPage County area shall be excluded from participation in, denied benefits of, or subject to discrimination under any WIOA funded program or activity because of race, color, religion, sex, national origin, age, disability, English proficiency, sexual orientation, political affiliation or belief. All Bidders are expected to demonstrate full compliance with Section 188 WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38) and all other equal opportunity laws. This involves ensuring that staff receives accessibility training and may involve developing accessibility plans. All respondents must ensure all writing materials and communications include the statement: "Reasonable accommodations and auxiliary equipment and services are available upon request".

## SECTION 7 - SUBMITTAL REQUIREMENTS

### A. YOUTH PROPOSAL CHECKLIST:

Provider/Agency \_\_\_\_\_

Date \_\_\_\_\_

#### **SUBMITTAL PROCESS**

All proposals must be submitted per the following:

- 1) Original copy must contain original signatures in blue ink signed by a person with legal signature authority of the organization and mark "Original".
- 2) Single-sided printing
- 3) Numbered pages
- 4) 12-point font
- 5) Single-spaced

Completed proposals must be submitted by date given on page three (3) of this document.

Please use the following checklist to confirm all documents are included in your packet:

- Proposal Cover/Youth Provider Information Form
- Proposal one (1) original and one (1) copy on flash drive
- Program Executive Summary (specific to this proposal)
- Program Description (Application Narrative)
- Customer Flow Chart
- 14 WIOA Service Elements Delivery Plan
- Planned Outcome Form
- Organizational Chart
- Job Titles and Description
- Staff Resumes
- [Program Budget Forms](#)
- Budget Narrative
- Fiscal Questionnaire
- Copy of most recent financial audit
- IL Secretary of State Certificate of Good Standing or Tax Exemption Certificate
- Cost Allocation Plan
- Signed Statement of Assurance and Certification
- Signed Statement of Compliance
- Affirmative Action and Non-Discrimination Policy
- Debarment, Suspension, and other Responsibility Matters
- Certification Regarding Lobbying
- Proposal Form (including Addenda Acknowledgment if any)
- Vendor Ethics Disclosure Form
- IRS W-9 Request for Taxpayer Identification Number and Certifications
- References
- Sealed Bid Label

**B. PROPOSAL COVER/YOUTH PROVIDER INFORMATION FORM:**

**Proposal Cover/Youth Provider Information Form**

Legal Name of Applicant Agency		
Number of Years in Business		
FEIN Number		
Type of Organization	<input type="checkbox"/> Educational Institution <input type="checkbox"/> Private for Profit <input type="checkbox"/> Community Agency <input type="checkbox"/> Other (Describe) _____	
Address – Administrative Office	Address	
	City, State ZIP	
	Web Site URL	
Address of Program Location – This is the location where the services described in this application will be provided.	Address	
	City, State ZIP	
Principal of Agency –CEO/Executive Director/President	Name	
	Title	
	Email Address	
	Phone	
Program Contact Person	Name	
	Title	
	Email Address	
	Phone	
Funding Amount Requested		\$
Primary Program Name and Target Population		
Number of Youth to be served		

## **EXECUTIVE SUMMARY- maximum 2 pages**

- 1) An overview of the organization's qualifications, including the number of years it has successfully provided services, types of customers served under WIOA or other employment training programs.
- 2) A concise description of the proposed program that identifies the type and number of customers to be served (explain how this number was determined), existing partnerships and, if applicable, the occupations in which training is planned or has been previously conducted.
- 3) State your program objectives concisely, emphasizing the type of training proposed and provide a summary description of the major outcomes of the program. Describe the proposed program activities that will serve to satisfy WIOA program requirements and how they will result in the achievement of WIOA Performance Standards.

## **PROGRAM DESCRIPTION- maximum 12 pages**

Prepare a detailed description of your program activities, including the following:

### **1) Recruitment**

- a. Outline proven recruitment strategies to effectively outreach, engage, enroll, and retain youth, including a description of recruitment sources and partner agencies/entities.
- b. Detailed timeline of recruitment activities

### **2) Intake – Eligibility**

- a. All respondents will be required to determine eligibility for participants. Please describe the processes your organization will implement to determine eligibility and gather required documentation (Birth Cert, Social Security Card, Driver's License, etc.). Identify which staff member(s) will be responsible for this. (See [FILE RECORD RETENTION AND OWNERSHIP](#) section).
- b. All participants will be required to have a Basic Skills assessment conducted. Participants will be required to take the Test of Adult Basic Education (TABE 11-12) or Comprehensive Adult Student Assessment Systems (CASAS) assessment at the time of intake. (See [WIOA ePolicy](#) in reference section for current policy)
  - i. Describe how your organization will administer the required assessments.
  - ii. Academic skills remediation for youth who test below 9<sup>th</sup> grade in reading and/or math will be required. Describe your organization's plan for skills remediation.
- c. See [ELIGIBILITY CRITERIA](#) section and/or for eligibility guidelines

### **3) Individual Service Strategy**

An Individual Service Strategy is an agreement of skills and goals decided between a participant and case manager, that sets out a plan for the participant to make progress towards their educational and employment goals. Provide a detailed description of the following ISS/Assessment components:

- a. A description of **any tools, methods and formalized assessments** used to assess the following:
  - i. Basic Skills
  - ii. Employability
  - iii. Interest and Aptitudes
  - iv. Prior Work Experience
  - v. Digital Literacy
  - vi. Occupational Skills
  - vii. Supportive Service Needs
  - viii. Developmental Needs

- b. Conduct **career exploration** activities with structured opportunities to explore a range of career options in a specific industry, thereby developing work-readiness and industry-relevant competencies.
- c. Identify and address **barriers** that can impede the client's ability of obtaining suitable/self-sufficient employment. Barriers can include legal, physical limitations, children/childcare, lack of skills, financial barriers, reliable transportation, housing, disabilities, education, etc.
- d. The ISS must include the participant's **career pathway** and educational and employment goal. Describe your strategies for incorporating a career pathway approach into your service delivery system that will lead participants to self-sufficient employability. Describe how the identified industries in The WIOA Local Plan will be incorporated. Industries include: Transportation/Distribution/Logistics, Manufacturing, Healthcare, and Information Technology, as well as any other pathway/sector that can be tied directly to jobs in our local area.

#### 4) **Service Delivery**

Respondents are required to maintain contact and active engagement with participants to ensure there are no gaps in services. Respondents will be required to submit (at minimum) monthly progress notes, timesheets, and other required documents to WDD.

- a. Describe your organizations methods and techniques for ensuring active participant engagement.
- b. Detail how your organization will facilitate the submission of required reporting and documentation.

#### 5) **Training Description and Outline**

The proposal must outline all elements of the training and must contain a detailed curriculum. In addition, funds are available for post-secondary training through WIOA-approved providers in in-demand occupations. The maximum funding cap is \$10,000 per participant. Include specific details regarding:

- a. Hours of programming
- b. Curricula and tools used
- c. Program length and start/end dates
- d. Customer flow chart including timeline of all programmatic activities
- e. Industry recognized credentials to be obtained
- f. Labor market information

#### 6) **Job Readiness Training**

Respondents are required to include a job readiness component into their programming. Job readiness includes, but is not limited to, the following:

- a. Soft skills and workplace preparation
- b. Industry-specific vocabulary
- c. Workplace communication
- d. Work ethic
- e. Contextualized math and writing
- f. Resume writing
- g. Interview preparation

#### 7) **Program Elements**

- a. Describe how your program will provide directly and/or provide access to the WIOA required fourteen service elements. If you are not providing the services directly, describe your relationship with the organization providing the service. Describe how your organization will ensure the provision and quality of service. (Attach a copy of the WIOA 14 Elements Delivery Plan Form)

## 8) Partnerships

- a. Respondents will be required to demonstrate quality relationships with employers, post-secondary educational institutions, vocational training programs and/or other relevant community resources. Respondents must clearly outline the organizations with whom they will partner and explain how the mission and/or services of the named organization will benefit WIOA participants. This partnership shall be demonstrated through the written RFP response narrative and a formalized Memorandum of Understanding (MOU). Indicate the stage at which each of your partnerships currently stands (i.e., initial engagement/planning, underway, or established).

## 9) Work-based Learning

WIOA requires that no less than 20% of funds allocated to DuPage County be spent on work-based learning activities. Program expenditures for work-based learning can be more than just wages paid to youth in work experience. Allowable expenditures beyond wages can include staff time spent identifying potential work experience opportunities, staff time working with employers to develop the work experience, staff time spent working with employers to ensure a successful work experience, staff time spent evaluating the work experience, participant work experience orientation sessions, classroom training or the required academic education component directly related to the work experience, and orientations for employers.

Programs will be required to incorporate work-based learning in the form of paid internships, pre-apprenticeship or apprenticeship programs, on-the-job training/employment opportunities and job shadowing experiences, etc. Respondents will work with employers to develop work-experiences that match the skills and interests of youth participants as outlined in the ISS and address the specific needs of both the youth and employers. In most cases, the contractor will be required to serve as the employer of record and coordinate payroll.

- a. Describe in detail how your program is incorporating work-based learning. Include the following:
  - i. Length of work experience and rate of pay.
  - ii. Describe any existing partnerships with employers to offer work-based learning opportunities.
  - iii. Skills to be obtained by participants through participation in work-based learning activities.

## 10) Post-Exit Follow-Up Services

- a. Describe your follow-up processes after participants have been exited. Identify strategies used to ensure participants retain employment and/or achieve success in post-secondary schooling. Describe techniques you will use to maintain contact with youth and assist them during the follow up period.

## 11) Physical Location – EO/ADA

- a. Describe the physical facilities to be used to house all aspects of the program. Identify address, accessibility to persons with disabilities and any equipment or resources (not previously described) available to youth. The facility which houses the program must be ADA compliant and is subject to an EO and accessibility review at any time.

## PAST AND PLANNED OUTCOMES

- 1) Please describe your experience implementing programs of similar nature over the past three years. Include a list of WIOA and non-WIOA grants along with the targeted key benchmarks and outcomes.
- 2) Complete the attached Proposed Planned Outcomes Form. Describe the specific outcomes to be achieved by proposed program and the measures that will be used to determine the degree to which outcomes are being accomplished. Explain your process for internally monitoring your performance on an on-going basis.

## ORGANIZATION INFORMATION

- 1) Provide a concise description of your organization including mission and vision statements. Describe any special qualifications or expertise that may distinguish the entity's programs and services from other agencies.
- 2) Identify all the partners (if applicable) and briefly explain their services, roles provided, expertise and rationale for participating in the program.



- 3) Describe how the proposed program will integrate into your current structure and services through alignment of staff, physical and financial resources. Attach an organizational chart showing how this program fits into the organizational structure and a chart showing staff positions for this program.
- 4) Identify proposed staff and specify the educational levels for each staff member, their tenure and role in general with the organization. Explain your process for on-boarding new staff members on the regulations of WIOA and program requirements. Identify any special skills or certifications of staff and address the staff's ability to meet the psycho-social-emotional needs of youth participants.
- 5) Discuss your agency's overall staffing and management structure and the extent to which this effectively supports program operations and goal attainment. Attach resumes for proposed staff to be used in the program, including names, titles, job descriptions and whether the position is full or part-time. Documentation of specific qualifications for specialty staff positions should also be included in your submission.

### **FINANCIAL STRUCTURE AND COST EFFECTIVENESS**

- 1) Describe the basis on which the requested amount was calculated. Identify an average unit cost per participant and provide an explanation to justify this unit cost. Identify the staff to participant ratio.
- 2) Describe the agency's fiscal capacity, including description of any other grants over \$100,000 and provide the organization's total annual budget.
- 3) Indicate the name, address, contact person, phone number and email address of the fiscal department.
- 4) Describe how the agency will administer and track expenses related to the 20% work-based learning requirement. Explain your capacity to operate as the "Employer of Record" for paid work experiences.
- 5) If staff or other costs charged to this budget will be shared between one or more funding sources, please detail the overall cost allocation plan for cost sharing, including the method of allocating shared costs.
- 6) Please attach a copy of the current Cost Allocation Plan (CAP). For guidance on preparing a cost allocation plan, please refer to the Omni Circular.
- 7) If the agency has received an approved indirect cost rate, attach a copy of the most current Indirect Cost Determination Letter from the cognizant agency. WIOA allows for a maximum Indirect Cost Rate of 10%.
- 8) Attach a copy of the agency's most recent audited financial statements (including Single Audit if applicable), or management letter.
- 9) For audits, indicate what action has been taken regarding the following:
  - a. Auditor's opinions or recommendations regarding internal controls.
  - b. Cost disallowances and other changes the agency has undertaken in response to audits.
- 10) Describe leveraged funds that the agency will be able to contribute to the program. This can include, cash contributions, staff effort and in-kind contributions. In answering the question list each source of leveraged resources, the dollar value and function. Reflect resources that will contribute to the support of the WIOA program.
- 11) Describe the agency's sustainability plan if funding that supports this project is reduced. Describe the actions that will be taken to provide continuity of services to clients.
- 12) Comply with the Uniform Administrative Requirements and the Cost Principles as delineated in title 29 of the Code of the Federal Regulations Part 95 or Part 97 as the applicable Office Management Budget circulars.

**TAX INFORMATION, IRS STATUS AND CERTIFICATES OF GOOD STANDING**

- 1) All new respondents MUST provide the following:
  - a. A completed IRS W-9 Request for Taxpayer Identification Number & Certification.
  - b. The most recent financial audit completed by a certified public accountant.
- 2) Respondents must attach one of the following:
  - a. Entities that are incorporated as non-for-profit under the General Not for Profit Corporation Act of 1986 (805 ILCS 105/101.01 et seq.) are required to submit a certificate of good standing from the Illinois Secretary of State's Office.
  - b. Entities that are organized as a Charitable/Non-For-Profit entity, which includes any person, individual, group of individuals, association, non-for-profit corporation, or other legal entity under the Charitable Trust Act (760ILCS 55/1 et seq.) are required to submit a letter of good standing from the Charitable Trust Bureau, Office of the Illinois Attorney General.

**C. WIOA 14 SERVICE ELEMENTS DELIVERY PLAN:**

Element	Check if your agency is directly providing this element.	If your agency is NOT directly providing this element, identify who you will be partnering with to provide this required element.	Check if formal linkage agreement is in place
1. Tutoring, study skills training, and evidence-based dropout prevention strategies that lead to completion of secondary school diploma or its recognized equivalent or for a recognized postsecondary credential.			
2. Alternative secondary school offerings.			
3. Paid and unpaid work experiences, including summer employment opportunities, internships, pre-apprenticeship programs, job shadowing and on the job training opportunities.			
4. Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in demand industry sectors or occupations.			
5. Education offered concurrently with workforce preparation and training.			
6. Leadership development opportunities, which may include such activities as positive social behavior and soft skills, decision making, teamwork, and other activities.			
7. Supportive services.			
8. Adult mentoring for duration of at least twelve (12) months that may occur both during and after program participation.			
9. Follow-up services for a minimum 12-month period.			
10. Comprehensive guidance and counseling, including drug and alcohol abuse counseling, mental health counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth.			
11. Financial literacy education			
12. Entrepreneurial skills training			
13. Services that provide labor market and employment information about in-demand industry sectors and occupations			
14. Activities that help youth prepare for and transition to post-secondary education and training.			

**D. PLANNED OUTCOME FORM:**

<b>WIOA YOUTH PROVIDER PROPOSED PLANNED OUTCOMES (to be achieved within duration of contract)</b>	
Agency Name:	
Benchmark	Number
Proposed Total of Youth Served	
Proposed Capacity Level (number of active youth served at any point in time)	
Proposed Number of Youth Carry Overs (if applicable)	
Proposed Number of New Enrollments	
Proposed Number of Youth Obtaining a High School Diploma/GED	
Proposed Number of Youth Attaining an Industry Credential/Certificate	
Proposed Number of Youth Participating in Work Experience (on-the-job training, internships, work experience, apprenticeships, as defined by WIOA)	
Proposed Number of Youth Entering Post-Secondary Education/Training at exit	
Proposed Number of Youth Placed into training-related Unsubsidized Employment	
Proposed Number of Youth with Skills Gains (as defined by WIOA)	
Proposed Number of Companies Participating in Work-based Learning	
Overall Cost Per Total Youth Served ( <i>Requested amount/total youth served</i> )	

**E. BUDGET NARRATIVE:**

Please complete a detailed explanation of each line item included on the [Program Budget Forms](#). The description should include details on what will be paid for, any calculations that were used to determine the Total Program Cost and how the costs are Allowable, Necessary, Reasonable and Allocable. All calculations are to be rounded to the nearest whole dollar. (If necessary, expand the space allowed for each line item or table). Any questions regarding allowable expenses should be directed to procurement prior to submission.

**Operating/Technical Costs** – the proposed cost of each of the following items as applicable: accounting, auditing, legal, rental of office space, rental of equipment/services, repair/maintenance of property, repair/maintenance of equipment, utilities, telephone, local transportation, postage, advertising.

Item	Total Cost	Basis for Allocation	% Allocated to Program	Total Program Cost	WIOA Share
Totals					

**Description:**

**Materials and Supplies** - stationery and office supplies, tools, materials and supplies, books and related material.

Item	Total Cost	Basis for Allocation	% Allocated to Program	Total Program Cost	WIOA Share
Totals					

**Description:**

**Equipment Costs** – office equipment, telephone networks, information technology equipment, and printing equipment.

Equipment purchases with a cost per single item of \$500 or greater requires prior approval.

Item	Total Cost	Basis for Allocation	% Allocated to Program	Total Program Cost	WIOA Share
Totals					

**Description:**

**Training – Participant training costs**

Item	Total Cost	Basis for Allocation	% Allocated to Program	Total Program Cost	WIOA Share
Totals					

**Description:**





**Supportive Services**

**Incentives-** An incentive is a set amount given for successful program participation/completion of an activity, based on Incentive Policy.

**Supportive Services** – Cost of public transit passes, uniforms, physicals, childcare, etc. related to WIOA services.

Item	Total Cost	Basis for Allocation	% Allocated to Program	Total Program Cost	WIOA Share
Totals					

**Description:**

**F. FISCAL QUESTIONNAIRE:**

Is the agency a for-profit entity?	Yes ___	No ___
Is the agency subject to the Single Audit Requirement? (Federal funding of \$750,000 or more effective with fiscal years starting January 1, 2015 and forward)?	Yes ___	No ___
Does the agency do its own accounting?	Yes ___	No ___

**Policies and Procedures**

Does the agency have a current financial procedures manual?	Yes ___	No ___
Does the agency have a written cost allocation plan?	Yes ___	No ___
Does the agency have a procurement policy?	Yes ___	No ___
Does the agency have a supportive services policy?	Yes ___	No ___
Does the agency have an incentive policy?	Yes ___	No ___
Does the agency have a conflict of interest policy?	Yes ___	No ___
Does the agency have an approved indirect cost rate? Note: Indirect cost rate cannot exceed 10% per WIOA law	Yes ___	No ___
Does the agency issue paychecks and take out taxes? which includes the ability to be an employer of record, for work experience participants?	Yes ___	No ___

**REQUIRED FORMS AND ATTACHMENTS:**

**G. ASSURANCES AND CERTIFICATIONS**

The authorized representative agrees to comply with all applicable State and Federal laws and regulations governing the Workforce Innovation and Opportunity Act, Workforce Board, and any other applicable laws and regulations. The authorized representative certifies that the proposing organization possesses legal authority to offer the attached proposal. A resolution, motion or similar action has been duly adopted or passed as an official act of the organization's governing body authorizing the submission of this proposal.

**Conflict of Interest**

The undersigned applicant certifies that:

- 1) No manager, employee or paid consultant of the Bidder is a member of the DuPage Workforce Board of Directors, or an employee of the DuPage Workforce Board.
- 2) No manager or paid consultant of the Bidder(s) is married to a member of the DuPage Workforce Board, or an employee of the Workforce Board.
- 3) No member of the Board, or an employee of the Board owns or has any control in the Bidder's organization.
- 4) No spouse of a member of the Workforce Board, or employee of the Board receives compensation from Bidder for lobbying activities.
- 5) Bidder has disclosed within the proposal response any interest, fact or circumstance which does or may present a potential conflict of interest.
- 6) Should Bidder fail to abide by the forgoing agreements and affirmations regarding conflict of interest, Bidder shall not be entitled to the recovery of any cost or expenses incurred in relation to any contract with the DuPage County Workforce Development Division and shall immediately refund the WDD any fees or expenses that may have been paid under the contract and shall further be liable for any other cost incurred or damages sustained by the WDD/Workforce Board relating to that contract.

**Drug Free Workplace**

This certification is required by the Federal Regulations, Implementing Section 5150-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701; for the Department of Agriculture (7CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Part 85 668 and 682), Department of Human Services (45 CFR Part 76).

The undersigned applicant certifies that it shall provide a drug-free workplace by:

- 1) Publishing a policy statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession or use of controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee.
- 2) Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Contractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations in the workplace.
- 3) Providing each employee with a copy of the Contractor's policy statement.
- 4) Notifying the employees in the Contractor's policy statement that as a condition of employment under this contract, employees shall abide by the terms of the policy statement and notifying the contractor in writing within five (5) days after any conviction for violation by the employee of a criminal drug statute in the workplace.
- 5) Notifying the Commission within ten (10) days of the Contractor's receipt of a notice of conviction of an employee: and,
- 6) Taking appropriate personnel action against an employee of violating a criminal drug statute or require such employee to participate in drug abuse assistance or a rehabilitation program.

These certifications are material representations of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering this transaction.

#### **WIOA Sec. 184 (f): Discrimination Against Participants**

If the Secretary determines that any recipient under WIOA Title I has discharged or in any other manner discriminated against a participant or against any individual in connection with the administration of the program involved, or against any individual because such individual has filed any complaint or instituted or caused to be instituted any proceeding under or related to WIOA Title I, or has testified or is about to testify in any such proceedings or investigation under or related to WIOA Title I, or otherwise unlawfully denied to any individual a benefit to which that individual is entitled under provision of WIOA Title I or the Secretary's regulations, the Secretary shall, within 30 days, take such action or order such corrective measures, as necessary, with respect to the recipient or the aggrieved individual, or both.

#### **WIOA Sec. 188 (a)**

- 1) **Federal Financial Assistance.** For the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 610let seq.), on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), on the basis of sex under Title IX of the Education Amendments of 1972 (20 U.S.C. 168let seq.), or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), programs and activities funded or otherwise financially assisted in whole or in part under this Act are considered to be programs and activities receiving Federal financial assistance.
- 2) **Prohibition of discrimination regarding participation, benefits and employment.** No individual shall be excluded from participation in, denied the benefits of, subject to discrimination under, or denied employment in the administration of or about, any such program or activity because of race, color, religion, sex, (except as otherwise permitted under Title IX of the Education Amendment of 1972), national origin, age, disability, or political affiliation or belief.
- 3) **Prohibition on assistance for facilities for sectarian instruction or religious worship.** Participants shall not be employed under WIOA Title I to carry out the construction, operations, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing service to participants).
- 4) **Prohibition on discrimination on basis of participant status.** No person may discriminate against an individual who is a participant in a program or activity that receives funds under WIOA Title I, with respect to the terms and conditions affecting, or rights provided to, the individual, solely because of the status of the individual as a participant.
- 5) **Prohibition on discrimination against certain non-citizens.** Participation in programs and activities or receiving funds under WIOA Title I shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylum seekers, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

By signing the applicant certifies that it will comply with all other regulations implementing the law cited above. The assurance applies to the applicant's operation of the WIOA Title – financially assisted program or activity, and to all agreements, the applicant makes to carry out the WIOA Title I financially assisted program or activity. The applicant understands that the United States, Illinois Department of Commerce and DuPage County Workforce Development Division have the right to seek judicial enforcement of this assurance.

#### **Documentation of Financial Stability**

The undersigned applicant certifies that it shall comply with the Illinois Department of Commerce as it relates to documentation of financial stability. As part of their local application requirements, WDD is to specify its local protocol for documentation and submission requirements. WDD will conduct a fiscal assessment prior to the award of any contract(s) in accordance with DCEO guidelines.

**Reporting Requirements**

The undersigned applicant certifies that it shall comply with the provisions of Sec. 122 of the Workforce Innovation and Opportunity Act of 2014 and the reporting and procedures requirements issued by the Illinois Department of Commerce and DuPage County Workforce Development Division.

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification.

The undersigned Authorized Representative of the applicant herein certifies that the statements above pertaining to Conflict of Interest, Education Standards and Procedures, Documentation of Financial Stability and Reporting Requirements are true and correct as of the date of proposal submission. This does not preclude WDD from requiring additional assurances as part of the local application and agreement requirements.

Further, the Authorized Representative acknowledges that if the information given to WDD by the applicant causes harm to a third party, the applicant will be held liable for any WDD action resulting from reliance on that information.

The applicant must notify DuPage Workforce Development Division in writing if the authorized signatory changes.

Certified by:

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Signature of Authorized Official  
Typed/Printed Name of Signatory

Title

Date

---

Name of Organization

**H. STATEMENT OF COMPLIANCE:**

As authorized signatory official for: \_\_\_\_\_

I hereby certify:

- That the above-named applicant is legally authorized to submit this application requesting funding under the Workforce Innovation and Opportunity Act; and
- That the above-named respondent does hereby agree to execute all work related to this application in accordance with the Workforce Innovation and Opportunity Act, US Department of Labor, Illinois Department of Commerce, DuPage Workforce Board and DuPage County Workforce Development Division policies and guidelines, and other administrative requirements issued by the Governor of the State of Illinois. The provider shall notify WDD within 30 calendar days after issuance of any amended directives if it cannot so comply with the amendments: and
- That the above-named applicant will ensure special efforts to prevent fraud and other program abuses, such as but not limited to, deceitful practices, intentional misconduct, willful misrepresentation and improper conduct which may or may not be fraudulent in nature; and
- That the contents of the proposal are truthful and accurate and the above named respondent agrees to comply with the policies stated in this application and that this application represents a firm request subject only to mutually agreeable negotiations; and that the above named respondent is in agreement that WDD reserves the right to accept or reject any proposal for funding; and that the above named respondent has not been debarred or suspended from receiving federal grants, contracts, or assistance; and that the respondent waives any right to claims against the members and staff of the DuPage Workforce Board and DuPage Workforce Development Division.

\_\_\_\_\_  
Typed Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

**I. AFFIRMATIVE ACTION AND NON- DISCRIMINATION POLICY:**

The authorized representative assures, certifies and understands that: Workforce Innovation and Opportunity Act (WIOA) recipients are obligated to maintain the following assurances for the period during which WIOA Title I financial assistance is extended. Each request for proposal, proposal and application for financial assistance under WIOA Title I shall contain the following assurances:

“As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the recipients ensure that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

WIOA Section 188 , which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color or national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.”

The recipient also assures that it will comply with WIOA implementing regulations and all other regulations implementing the laws listed above. This assurance applies to the recipient’s operation of the WIOA financially assisted program or activity, and all agreements the recipient makes to carry out the WIOA Title I financially assisted program or activity. The recipient understands that the United States has the right to seek judicial enforcement of this assurance.

Nondiscrimination: The undersigned certifies that it shall comply with the nondiscrimination provisions outlined in WIOA Sec. 188.

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Print Name and Title of Authorized Representative

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Signature

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Date



**J. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS:**

This certification is required by the Federal Regulations, implementing Executive Order 12549, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85), Department of Health and Human Services (45 CFR Part 76).

The undersigned applicant certifies that neither it nor its principles:

- 1) The Bidder and/or any of your affiliates have not been, nor presently are, debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation by any federal department or agency.
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local ) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commissions of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in paragraph (2) of this section.
- 4) Have not within a three-year period preceding this application had one or more public transactions terminated for cause or default.
- 5) If there is any change in the Bidder's signature authority, notify DuPage Workforce Development immediately.

Sign and Date this Certification

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Name and Title of Authorized Representative

---

Signature

---

Date

**K. CERTIFICATION REGARDING LOBBYING:**

Certification for Contracts, Grants, Loans, and Cooperative Agreements; This certification required by the Federal Regulations, Implementing Section 1352 of the Program Fraud and Civil Remedies Act Title 31 U.S. Code for the Department of Agriculture (7 CFR Part 3018), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, an employee of a member of Congress, or locally elected official in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or locally elected official in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1362, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of no less than \$10,000 and no more than \$100,000 for each such failure.

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Grantee/Contractor Organization	Title	
Name of Certifying Official	Signature	Date



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, 2023

\_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
(Notary Public)



# 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)**

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> 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.</p> <p><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</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small><b>Note:</b> 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></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requestor's name and address (optional)</p>

**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.

<b>Social security number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
<b>OR</b>					
<b>Employer identification number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></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 and 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.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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**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](http://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-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 9 – EVALUATION CRITERIA

All proposals submitted will be subject to the following review procedures:

- 1) Proposals will be evaluated by a team of reviewers, to be determined by DuPage County. An entity's failure to submit a complete proposal or to respond in whole or in part to RFP requirements may cause the County to deem the proposal non-responsive and thus ineligible for review.
- 2) DuPage County will conduct a fiscal review of all qualified proposals. We will review proposal budgets, agency audits. The County reserves the right to review and request further information regarding the respondent's financial situation, if not sufficiently outlined in the submitted audit(s).
- 3) Through this process, DuPage County will review a respondent's performance on any previous and/or existing grant agreement(s) as well as check references submitted from other grantors. Achievement of grant agreement outcomes (i.e. number of enrollments, job placements and retention of enrollees), along with compliance with programmatic and fiscal guidelines and timeliness will be evaluated.

The evaluation committee will perform an evaluation of all responsive proposals based upon the criteria herein. Prior to its final funding decision, the County reserves the right to:

- 1) Meet with representatives of the responding entity to discuss the proposed program and budget
- 2) Identify and/or negotiate program or budget changes the responding entity must make as a condition of funding
- 3) Identify other documentation the entity must provide as a condition of funding.
- 4) Contact References and share information with all selection Evaluation Committee members

The evaluation committee findings will comprise the final funding recommendations to the DuPage Workforce Board Executive Committee.

Final decisions on contract approval are made by the County of DuPage and the DuPage County Workforce Board.

Proposals that do not meet minimum standards will be considered non-responsive.

All proposals will be scored based upon the evaluation criteria and rank ordered from highest to lowest score.

A recommended funding level will be determined based on factors including overall ranking of proposal scores, the availability of funds, the number of applications submitted, reasonable cost per participant, the need for the proposed services and past performance.

### **Final Selection and Negotiation:**

The County of DuPage will attempt to negotiate a contract with the highest ranked Bidder based upon the information provided by the Bidder.

If the County of DuPage is unable to negotiate a satisfactory contract with the highest ranked Bidder, negotiation shall be terminated, and the County shall then begin to negotiate with the second highest ranked Bidder and so on.

If the County of DuPage is unable to negotiate a satisfactory contract with any of the selected Bidders, the County will re-evaluate its request, revise documents and resubmit its' request.

Proposals will be evaluated equally and fairly; no preference will be given to any Bidder based solely on previous experience with the County of DuPage or to an incumbent thereof.

The County reserves the right to make additional inquiries and may request the submission of additional information.

The Bidder's submitting the highest rankings may be invited for an oral interview to further elaborate on their proposals prior to final selection; however, the County of DuPage reserves the right to select the most highly ranked Bidder based solely on the contents of the proposals.

The County reserves the right to accept or reject any or all proposals and to waive any portions.

<b>Evaluation Criteria</b>	<b>Point Value</b>
<b>FIRM QUALIFICATIONS</b> Organizational History, Experience, Staffing Plan and Qualifications, Past Performance and Planned Outcomes	20
<b>PROJECT UNDERSTANDING</b> Program Description – Including all program components and requirements; Identified collaborations with CBOs, employers and other organizations	30
<b>KEY QUALIFICATIONS</b> Staffing Plan and Qualifications	30
<b>PRICE</b> Fiscal	20
<b>Total Points</b>	<b>100</b>



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

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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 #22-045-WD for its DuPage County Workforce Development Division at WorkNet DuPage Career Center located at 2525 Cabot Drive, Suite 302, Lisle, IL 60532.

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-2022 and continuing through XX-XX-2023.

**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**

SAMPLE CONTRACT – DO NOT SIGN

SAMPLE CONTRACT – DO NOT SIGN

By: \_\_\_\_\_  
SIGNATURE

By: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED TITLE

\_\_\_\_\_  
PRINTED TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

SECTION 11 - OUTSIDE ENVELOPE BID LABEL

**SEALED BID PROPOSAL**

**INVITATION #:** 23-010-WIOA

**DESCRIPTION:** YOUTH SERVICES

**OPENING DATE:** 01/20/2023

**OPENING TIME:** 02:30 P.M.

**COMPANY NAME:** \_\_\_\_\_

**DATED MATERIAL - DELIVER IMMEDIATELY**

PLEASE CUT OUT AND AFFIX THIS BID LABEL TO THE OUTERMOST ENVELOPE  
OF YOUR PROPOSAL TO ENSURE PROPER DELIVERY!