



DuPage County Procurement Services Division

421 North County Farm Road, Room 3-400
Wheaton, Illinois 60187-3978

Phone: (630) 407-6200 Fax: (630) 407-6201

General Email: purchasing@dupageco.org

REQUEST FOR PROPOSAL:	P15-020-DT	PROPOSAL ISSUE DATE:	02/11/15
PROPOSAL DESCRIPTION:	DEMAND RESPONSE		
PROPOSAL OPENING DATE:	02/25/15	PROPOSAL OPENING TIME:	2:00 P.M.
SUBMIT ONE ORIGINAL PLUS FOUR COPIES		BOND REQUIRED: NO	

PROPOSAL RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC PROPOSAL OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. LATE PROPOSALS WILL NOT BE CONSIDERED.

TO ALL PROSPECTIVE PROPOSERS:

You are hereby invited to submit your proposal for the item(s) to be furnished and delivered, shipped F.O.B. delivered, to the address specified herein.

The original proposal and the required number of copies must be received in a sealed envelope that has your name and address in the upper left corner and the attached label filled in and pasted on the lower left corner.

All proposals are subject to staff analysis. The County of DuPage reserves the right to accept or reject any and all proposals received and waive any and all technicalities.

Proposals must be delivered and time stamped, prior to the public proposal opening date and time, to:	DU PAGE COUNTY PROCUREMENT SERVICES DIVISION 421 NORTH COUNTY FARM ROAD, ROOM 3-400 WHEATON, IL 60187-3978
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Any communication regarding this invitation between the date of issue and date of award is required to go through the Buyer listed below (or, in the Buyer's absence, the Procurement Services Supervisor).

Unauthorized contact with other DuPage County staff or officers is strictly forbidden.

BUYER:	Debby Thompson, CPPB	PHONE:	(630) 407-6184
EMAIL:	dthompson@DuPageCo.org		

FULL NAME OF PROPOSER	
PROPOSER CONTACT PERSON	
TELEPHONE NUMBER	

FACSIMILE AND/OR E-MAIL TRANSMITTED PROPOSALS WILL NOT BE ACCEPTED

PLEASE NOTE: Our proposal documents have changed; please review carefully.

COUNTY OF DU PAGE, ILLINOIS

PROJECT INFORMATION

PROJECT NAME:	DEMAND RESPONSE
USER DEPARTMENT:	DuPage County Public Works

EVENT:	LOCATION:	DATE:	TIME:
Deadline for Exceptions to Proposal Language and Specification Inquiries.	Must be submitted in writing to: dthompson@dupageco.org	02/16/15	3:00 p.m.
Response to Inquiries	Via E-Mail	02/18/15	3:00 p.m.
Proposal Due	Procurement Services, Room 3-400	02/25/15	2:00 p.m.

√	SUBMITTAL CHECKLIST (PROPOSAL PACKET SHOULD BE RETURNED IN ITS ENTIRETY)
	ORIGINAL PROPOSAL
	FOUR (4) COPIES
	ADDENDA NUMBER ACKNOWLEDGED, IF APPLICABLE
	REFERENCES
	CERTIFICATION/PROPOSAL SIGNATURE AFFIDAVIT PAGE, COMPLETED, WITH SEAL (IF CORPORATION) NOTARY PUBLIC AND AUTHORIZED SIGNATURE
	JOINT PURCHASING SECTION, COMPLETED
	COMPLETED VENDOR ETHICS DISCLOSURE FORM (SIGNED)
	COMPLETED IRS-Form W-9

AWARDED CONTRACTOR REQUIREMENTS	
CERTIFICATE OF INSURANCE	DUE WITHIN 30 DAYS OF NOTICE OF AWARD

INSTRUCTIONS TO PROPOSALDERS

ON-LINE NOTIFICATION OF SPECIFICATIONS:

This document is available over the Internet at www.DemandStar.com, as well as from the contact listed in this document. Adobe Acrobat® Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat® Reader, you may download it for free from Adobe at www.adobe.com/products/acrobat/readstep.html.

Businesses without Internet access may contact the Procurement Services Division of the County at (630) 407-6190 for these documents.

Companies interested in doing business with the County are able to register and maintain their registration via the Internet at www.DemandStar.com. Registration is not required but if you choose to register you will receive automatic initial notification from DemandStar of relevant opportunities with the County of DuPage.

The County is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

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.

PROSPOSAL REQUIREMENTS:

All proposals must be submitted on the blank proposal form furnished with these contract documents and shall conform to the terms and conditions set forth in this Request for Proposal (the RFP). Please make and retain a copy of your Response (Proposal) for your records. The proposal must be enclosed in a sealed envelope bearing the proposal number and the printed title of the proposal. Proposers must sign, in ink, the proposal form where indicated and have the signature notarized. **Unsigned proposals will not be read.**

Proposer shall acknowledge receipt of each addendum issued in the space provided on the proposal form.

ALTERNATE/EQUAL PROPOSALS:

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 proposals 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 proposing the alternate item, the proposer must also attach manufacturer's printed specifications and literature.

Proposers submitting alternate items, of equal specifications, may be requested to provide samples of the item they intend to supply for testing. The Procurement Manager of DuPage County shall be the sole judge to determine whether the alternate item is actually equal to the item identified in the specifications and the Procurement Manager's decision will be final and binding.

Proposers are encouraged to submit cost-saving/value-added alternate proposal 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 proposal pricing as specified, allowing for clear evaluation and value-analysis by the County.

The County recognizes the expertise provided by many proposers and encourages creativity in proposing. Alternates may be considered if the proposal submitted clearly indicates what will be furnished and how it will benefit the County. Alternates will be compared to the lowest responsive, responsible proposal as specified.

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COMPETITION INTENDED:

It is the County's intent that this Request for Proposal (RFP) permits competition. It shall be the Proposer's responsibility to advise the Buyer in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Buyer not later than seven (7) days prior to the date set for proposals to close.

DEVIATIONS:

The County of DuPage reserves the right to approve any material the Proposer 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 an item proposal, from that prescribed in the specifications, Proposer 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.

EXCEPTIONS:

Exceptions will be considered up to the deadline listed in Project Information. Exceptions must be fully described, on the Proposer's letterhead and signed; exceptions must reference the proposal number and the specification, contract term or other portion of the Invitation to Proposal which is being accepted. If the Proposer wishes to propose terms and conditions or alternative paperwork it must do so as an exception. In the absence of such statement, the proposal shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; by its submission, the Proposer agrees that if selected, it will be bound by same. No exceptions or changes to contract terms will be accepted with the proposal.

EXAMINATION BY PROPOSER:

The Proposer shall, before submitting his proposal, carefully examine the proposal and specifications. If his proposal is accepted, he will be responsible for all errors in his proposal resulting from his failure or neglect to comply with these instructions.

Unless otherwise provided in the SPECIAL CONDITIONS, when the specifications include information pertaining to preliminary investigations made by the County, such information represents only the opinion of the County of DuPage as to the location, character or quantity of the materials encountered. That information is only included for the convenience of the Contractor. The County of DuPage does not warrant the accuracy or the sufficiency of the information and assumes no responsibility therefore.

ELECTRONIC TRANSMITTALS:

Facsimile and/or e-mail transmitted proposals will not be accepted by the County of DuPage. In addition, the County of DuPage will not transmit facsimile or e-mail proposal specifications to the Proposer.

INTERPRETATION OF CONTRACT DOCUMENTS:

If a potential Proposer is uncertain as to the meaning of any part of the specifications or this RFP, the Proposer is expected to contact the Procurement Services Division no less than seven (7) days prior to proposal opening date.

PREPARATION OF PROPOSALS:

The Proposer shall return his proposal on the attached proposal forms. It must be returned with all pages intact. Please make and retain a copy of the signed proposal for your records. Unless otherwise stated, all blank spaces on the proposal page or pages, applicable to the subject specification, shall be correctly filled in. Either a unit price or a lump sum price, or both as the case may be, shall be stated for each and every item, either typed in or printed in ink, in figures, and if required in words. Proposer shall acknowledge receipt of each addendum issued in the space provided on the proposal form.

When a proposal consists of a number of items, prices must be submitted for all items unless otherwise directed in the Special Conditions.

Where unit prices are to be proposed, and/or where proposals are to be made on more than one item, the Proposer shall extend the unit price(s) proposal in the places provided on the pricing pages for the approximate quantities, shall compute the total amount of the proposal and shall indicate same on the proposal pricing page. The Proposer must propose in accordance with the unit(s) of measure called for unless deviation procedure is followed. All extensions and total sums are subject to verification by the County and the correct extensions and sums will be used in the comparison of proposals. If a discrepancy exists between the unit prices and totals, the unit prices shall prevail. If a discrepancy exists between the total base proposal and the true sum of the individual proposal items, the true sum shall prevail.

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Where unit prices are requested, the quantities stated are approximate only but will be used to determine proposal award. The quantities for all items on which proposals are to be received on a unit price basis, will not be used in establishing final payment due the Contractor. Proposals will be compared on the basis of number of units stated in the Proposal Pricing Section. Contract payment for unit price items will be based on the actual number of units delivered.

In certain cases, amounts are to be shown in both words and figures. When discrepancies occur between the "Written in Words" and the "In Figures" amounts for the total lump sum proposal amount, the "Written in Words" shall govern.

Proposers are warned against making any erasures or alterations of any kind, and proposals that contain omissions, erasures, conditions, or alterations may be rejected. The Proposer must fill in all blanks. Use "N/A" or "None" where applicable.

If the Proposer is a corporation, the President shall execute the proposal. In the event that the proposal is executed by other than the President, a certified copy of that section of the corporate bylaws or other authorization by the corporation, which permits the person to execute the offer for the corporation, shall be submitted.

If the Proposer is a partnership, all partners shall execute the proposal, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Procurement Manager shall be submitted.

If the Proposer is a sole proprietor, the owner shall execute the proposal.

A "Partnership" or "Sole Proprietor" operating under an Assumed Name shall be registered with the Illinois County in which located, as provided in the Illinois Compiled Statutes, 805/ILCS 405/1 et seq.

SUBMISSION OF PROPOSALS:

The Proposer shall be responsible for delivery of proposals to the Procurement Services Division before the date and hour set for the opening of proposals. Late proposals will not be considered and will be returned unopened.

All proposals must be received in sealed envelopes that have your name and address in the UPPER left corner and the attached label filled in and pasted on the LOWER left corner.

Proposals mailed "EXPRESS MAIL" must have proposal number and due date on the outside of the EXPRESS MAIL envelope.

You must allow sufficient time for processing through the County's internal mailroom system.

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 150/1.2 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 150/7(1)(g). The county will assume that all information provided to us in a proposal 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.

END OF INSTRUCTIONS TO PROPOSERS

GENERAL CONDITIONS

ADDENDUM AND SUPPLEMENT TO REQUEST FOR PROPOSAL:

If it becomes necessary or advisable to revise any part of this RFP or if additional data is necessary to enable the exact interpretation of provisions of this RFP, revisions will be provided in the form of an Addendum. If revisions are made after any mandatory Pre-Proposal conference, the revisions will be provided only to those Contractors who will have attended the Pre-Proposal conference.

Addendum information is available over the Internet at www.DemandStar.com. Adobe Acrobat® Reader may be required to view this document. We strongly suggest that you check for any addenda a minimum forty-eight hours (48) in advance of the proposal deadline.

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.

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 in excess of \$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.

COMMENCEMENT OF WORK:

The successful Contractor must not commence any billable work prior to the County's execution of the contract or until any required documents have been submitted. Work done prior to these circumstances shall be at the Contractor's risk.

COMMUNICATIONS:

In an effort 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 unless expressly authorized by the Buyer issuing the solicitation. A violation of this provision is cause for the County to reject the Proposer'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.

CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:

It is agreed that any and 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 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.

CONTRACTOR PERFORMANCE:

The Instructions to Proposer, Proposal 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.

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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.

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.

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.

F.O.B.:

All goods are to be shipped prepaid, F.O.B. delivered and installed. The total price quoted by the Proposer must be the total cost delivered to the location(s) stated. Proposer must not qualify his proposal 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.

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.

HOLDING OF PROPOSALS:

Offeror may withdraw the proposal at any time prior to the time specified as the closing time for the receipt of proposals. However, no Offeror shall withdraw or cancel the proposal for a period of ninety (90) calendar days after said closing time for the receipt of proposals. Unauthorized withdrawal may result in forfeiture of the proposal bond, or if no proposal bond is required, the withdrawing Offeror shall pay the sum of \$1,000.00 as liquidated damages for the County's loss in re-proposing.

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 by reason 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 as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result 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. by reason of indemnification or insurance.

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LAW GOVERNING:

The RFP and resulting contract shall be governed by the laws of Illinois. Proposer agrees to comply with all applicable State and Federal laws.

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.

LOBBYIST REGISTRATION:

Proposer shall comply with the provisions of Chapter 2, Article IX, Section 2-600, Lobbyist Registration of the Code of DuPage County, Illinois.

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.

MISCELLANEOUS REQUIREMENTS:

The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Proposal. All Proposals 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.

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.

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 any and 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.

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.**

PROTEST:

No protest shall be based on a matter or issue which could have been raised as an exception prior to proposal opening.

Any protest concerning the award of a contract shall be decided by the Procurement Manager. Protests shall be made in writing to the Procurement Services Division and shall be filed within three (3) business days of final approval and acceptance of the proposal by the County Board. A protest is considered filed when received by the Procurement Services Division. The written protest shall include the name and address of the protestor, the RFP number, a statement of the specific reasons for the protest and supporting exhibits. The Procurement Manager will respond to the written protest within seven (7) days. The Procurement Manager's decision relative to the protest shall be final. Upon receipt of a protest the County may, but is not required to, delay its order under the awarded contract.

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RESERVATION OF RIGHTS:

The County of DuPage reserves the right to reject any or all proposals failing to meet the County's specifications or requirements and to waive technicalities. If in the County of DuPage's opinion, the lowest proposal is not the most responsible proposal, 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 Offeror, 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 Offeror's reputation and past performance, will also be weighed.

The Offeror's failure to meet the mandatory requirements of the ITB will result in the disqualification of the proposal from further consideration.

The County further reserves the right to reject all proposals and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised ITB.

Submission of a proposal 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.

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.

TERMINATION, CANCELLATION AND DAMAGES:

Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any reason upon serving thirty (30) days' prior written notice upon the other party. 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. Insurance and indemnity obligations shall survive termination.

Either party may terminate this Agreement, effective immediately, if (i) such party determines, in its sole discretion, that continuation of the Agreement would jeopardize the health or welfare of any patient residing at the FACILITY, (ii) the other party fails to maintain such party's licenses, insurances, or required certifications that are required to perform such party's duties or obligations under this Agreement, (iii) the other party breaches any representation, warranty or other term of this Agreement, (iv) the other party is convicted of any offense punishable as a felony, (v) the other party commits fraud, embezzlement, misappropriation or the like with respect to the other party or such party's assets. Notwithstanding anything set forth in this Agreement to the contrary, if any of the terms of this Agreement are held to violate any law or regulation relating to the delivery of and/or reimbursement for health care services, including but not limited to, Medicare and/or Medicaid laws and regulations, either party may terminate this Agreement effective immediately upon written notice to the other party.

TRANSFER OF OWNERSHIP OR ASSIGNMENT:

The terms and conditions of this contract shall be binding upon and shall enure 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 same in writing.

VENUE:

By submitting a response, Proposer 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.

WARRANTY:

Complete warranty information detailing period and coverage must be submitted.

END OF GENERAL CONDITIONS

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SPECIAL CONDITIONS

ACCURACY DISCLAIMER:

The Proposer shall thoroughly acquaint himself with the sites for the proposed proposal to fully understand the facilities, difficulties and restrictions attending to the execution of the proposal. The Proposer will be allowed no additional compensation for his failure to be so informed.

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.

INVESTIGATION OF OFFERORS:

The County will make such investigations as are necessary to determine the ability of the Proposer to fulfill proposal requirements. The Proposer shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, service and supplies similar to that included in this proposal. It shall be at the sole discretion of the County to reject any proposal if it is determined the Proposer does not fully demonstrate its ability to carry out the obligations of the contract.

JOINT PURCHASING:

OTHER TAXING BODIES: Based on County Board Resolution IR-084-76.

Would your firm be willing to extend your proposal to other taxing bodies in DuPage County such as school districts, townships, cities and villages, etc.? The approximate quantity usage is unknown.

YES _____ NO _____

State any other requirements that they would have to meet beyond that of our Proposal invitation and specification.

NOTE: The County of DuPage would not be involved in purchasing by any other taxing body other than to receive a copy of their purchase order that would reference the County of DuPage contract number. The invoicing and payments would be entirely between the other taxing bodies and the Contractor. If the County of DuPage accepts this proposal, the procedure to handle joint purchases would be developed by the County of DuPage with the Contractor and distributed to the taxing bodies by the County of DuPage.

PERMITS, FEES, AND NOTICES:

The Proposer shall secure and pay for all Building Permits, IEPA Construction and Operating Permits, and Governmental Fees, licenses, and inspection necessary for the proper execution and completion of the work which are legally required, file all notices, comply with all laws, rules, regulations and lawful orders bearing on the performance of the work.

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 any and 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 confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any

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person or party, except as is necessary in the performance of this order/contract/and (3) be returned upon request.

PROPOSER'S RESPONSIBILITY FOR SERVICES PROPOSED

The Proposer must thoroughly examine and will be held to have thoroughly examined and read the entire RFP document. Failure of Proposers fully to acquaint themselves with existing conditions or the amount of work involved will not be a basis for requesting extra compensation after the award of a Contract.

RENEWAL & EXTENSION:

The contract may be subject to three (3) additional twelve (12) month renewal periods provided there is no change in the terms, conditions, specifications, and prices and provided that such renewals are mutually agreed to by both parties. **In no event shall the term plus renewals**

RIGHT TO INSPECT:

The County reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, and other qualifications of the Proposer and to reject any Proposal regardless of price if it shall be administratively determined that in the Counties sole discretion the Proposer is deficient in any of the essentials necessary to assure acceptable standards of performance. The County reserves the right to continue this inspection procedure throughout the life of the Contract that may arise from this Proposal.

SUBCONTRACTORS:

All subcontractors shall be identified on the form contained herein.

VENDOR QUALIFICATIONS: Vendor will provide a general history, description and status of their Company.

END OF SPECIAL CONDITIONS

COUNTY OF DU PAGE, ILLINOIS

INSURANCE REQUIREMENTS

Upon notice of acceptance of proposal, the successful proposer shall, within thirty (30) 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 the 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 A M Best's Key Rating Guide. **All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the County.** The Contractor is responsible for all insurance deductibles and Self-Insured Retentions.

	TYPE OF INSURANCE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1.	Workers Compensation	Statutory
2.	**Commercial General Liability **** A. Per Occurrence B. General Aggregate 1. General Aggregate- Per project 2. General Aggregate - Products/ Completed Operations	 \$2,000,000 \$2,000,000 \$2,000,000
3.	** Business Auto Liability ****	\$1,000,000

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 Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

NOTE:

- A) It is the responsibility of Contractor to provide a copy of this PROPOSAL to their insurance carrier.
- B) It may also be required that the Contractor's insurer and coverage be approved by County prior to execution of the Contract.
- C) 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 PROPOSAL NUMBER. Certificates should be faxed (and hard copy mailed) to:

DuPage County Procurement Services Division
Debby Thompson, CPPB, Buyer
421 North County Farm Road
Wheaton, IL 60187-3978

TX: (630) 407-6184
FX: (630) 407-6201

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

CHANGES IN INSURANCE COVERAGE:

The Contractor will immediately notify the County if any insurance has been cancelled, materially changed, or renewal has been refused and the Contractor shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage(s) and limits. If suspension of work should occur due to insurance requirements, upon verification by the County of the required insurance the County will notify Contractor when they can proceed with the work. Failure to provide and maintain the required insurance coverage(s) and limits could result in immediate cancellation of the contract and the Contractor shall accept and bear all costs that may result due to the Contractor's failure to provide and maintain the required insurance.

INSURANCE RATING:

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

SURVIVAL OF INDEMNIFICATION:

The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

COUNTY OF DU PAGE, ILLINOIS

NOTICE OF LAWSUIT:

Within 5 days of service of process, the County shall notify the Contractor of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Contractor of its obligation to provide indemnification. However, the 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 Contractor shall provide coverage as provided in the contract, if the County, an Employee, or Elected Official is named in a lawsuit then the County retains the right to choose legal counsel subject to the approval of the County and appointment by the State's Attorney of DuPage County.

RIGHTS RETAINED:

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

END OF INSURANCE REQUIREMENTS

COUNTY OF DU PAGE, ILLINOIS
REQUEST FOR PROPOSAL #P15-020
SPECIFICATIONS

Background

DuPage County is soliciting a Request for Proposals (RFP) from professional Curtailment Service Providers (CSP) to provide Demand Response (DR) curtailment support and enrollment in the appropriate PJM Emergency and Economic Demand Response Programs.

The total combined potential demand response capacity is listed in Table A. DuPage County is currently only interested in using generators for these programs.

Additionally, the generators available to account number 0788268002 are bound by 40 CFR 60.4211 (f) per Illinois EPA Bureau of Air permit. Any suggested operation to the contrary must be accompanied by a memorandum of understanding from the Illinois EPA. All dispatches must be accompanied by documentation pursuant to 40 CFR 60.4211(f)(3)(i)(E).

The generators for the remaining accounts are permitted to run 24X7 and would be available for additional programs.

Organization and Account Number	Capacity PLC from 6.1.2015	Generation Capacity	Anticipated available to DR
Facilities Management			
0788268002	7,496.4627	7500	3045.41297
Public Works			
0611386004	1,075.0605	1450	1,075.0605
0623768007	765.9304	1100	765.9304

Table A

DuPage County understands that the revenue generated through PJM DR programs is determined by the enrolled loads, performance for PJM events, gross capacity price offered by the CSP and the percentage of total revenue paid to DuPage County.

Scope of Services

DuPage County seeks a Curtailment Service Provider (CSP) that can provide demand response services including:

1. Design a curtailment strategy to generate maximum consistent revenues without exposing the County to undue risk.
2. Provide engineers to share best practices and data to facilitate maximum benefits and to develop customized curtailment plans, as necessary, for each facility that will not adversely affect the daily operations of the facilities.
3. Provide real time energy consumption monitoring systems to document performance of

COUNTY OF DU PAGE, ILLINOIS

emergency or economic reduction event which will serve as the basis for calculating the amount of compensation. Though not required, please indicate additional features your system/software might have such as data collection and analysis tools. If the County selects additional features, credit would be given under the competence to perform evaluation criteria.

4. Provide training to DuPage County Personnel on the use of the tools in item 3 above.
5. Provide transparent detailed accounting of all Demand Response and Economic Load Response transactions within 48 hours of the respective Response Event.
6. Perform settlement activities with the grid operator and comply with all PJM reporting rules and regulations.
7. The successful Proposer must be registered as a Curtailment Service Provider with PJM Interconnection L.L.C. and have a minimum of three years of experience in providing demand response services to large electricity consumers.
8. Notification and testing
 - a. The CSP must have an automated notification procedure that must be established and tested prior to the commencement of the DR period of June 1 of each year.
 - b. The CSP is responsible for the timely notification in the event of an emergency demand response event.
 - c. The notification must follow current PJM rules:
 - i. Include start time of the demand response event.
 - ii. Have the capability to notifying multiple contacts at DuPage County.
 - iii. Provide a method to confirm receipt of notification by DuPage County.
9. Provide customer support, explaining what levels of support and what hours this support is provided.
10. Perform all measurement, verification, and settlement with PJM.
11. Provide a detailed summary of the test and all emergency events and/or audit.
12. Include in the summary the quantity of the curtailment per meter and the amount of the payment to be received.
13. Pay DuPage County for participation in the program and for all emergency events in a timely fashion on a quarterly basis (annual if no event called).

Estimated Value of Contracted Professional services

There are no direct costs for the professional services supplied throughout the term of this Proposal; DuPage County seeks to maximize returns from the curtailment program(s). The term of this agreement is one year with the option of extending this agreement up to three times.

Proposal Evaluation

The evaluation of the proposal and ultimate selection process will be made by DuPage County. The County will determine which CSP and program best fits their needs.

Evaluation Criteria

1. Competence to Perform (10) Points
 - a. The CSP meets the minimum qualifications and has the competence to perform the required service as indicated by the technical training, education and experience of the personnel.
2. Proposal Quality and Feasibility (30) Points
 - a. Demonstrated understanding of the project.
 - b. Project approach; maximizing possible revenue to DuPage County
3. Revenue Split (60) Points

Proposal

DuPage County prefers that the proposals are kept concise and to the point and shall include pertinent information as outlined below. If the CSP prefers to provide additional advertising information, please provide the information as a second document.

The proposal shall include:

1. Provide a corporate description and a description of the company's core business or businesses.
2. Provide a corporate history and the number of years you have participated in the PJM's demand response programs.
 - a. Indicate the number of years the CSP has enrolled loads in ComEd territory.
 - b. Indicate if the CSP has forward capacity in the PJM Base Residual Auction (BRA) Demand Response market.
 - c. Provide forward capacity pricing available to DuPage County and any time constraints for securing this capacity.
 - d. If DuPage County is enrolled in the BRA market for the upcoming year, the contract must include language that guarantees DuPage County access to capacity at BRA pricing for the duration of the term.
 - e. CSP must indicate reserved capacity at the Base Residual Auction prices and indicate if the estimated capacity is available in their portfolio at the time of the proposal.
 - i. The estimated capacity amounts can be adjusted to accurately reflect pertinent information and data collected through the installation and testing process.
 - ii. DuPage County capacity amounts can be adjusted year to year based upon changes in operations, event schedules, or other pertinent information.
3. Indicate the location of the corporate headquarters and the location of the local personnel that would service this account.
 - a. Indicate the number of employees nationwide and in the local area.
 - b. Provide biographies of the individuals who would specifically service this account.
4. Provide the amount of DR curtailment load contracted in the 2013-2014 and 2014-2015 demand response years in PJM and in all other markets served.
5. Provide a list of at least three references for DuPage County to contact (preferably public entities), include:
 - a. Public entity name, address, email and phone number.
 - b. Contact person involved in the implementation and shutdown of the system.
 - c. Contact person involved in the contractual and financial aspects of the contract.
6. Provide the number of public entities contracted in 2014 and currently contracted for 2015.
7. Provide the percentage of private versus public sector customers in CSP's portfolio.

Contract Terms

1. Provide a sample demand response services agreement, with the RFP, for DuPage County's legal review.
2. Provide the desired duration of the contract with the CSP.
 - a. Provide detail on the benefits to DuPage County of an extended contract term.

Payments and Fees

1. Payments
 - a. List the payment split between DuPage County and the CSP for listed capacities. Only provide if the CSP currently has available capacity.
 - b. List the capacity payment price per kW annually
 - i. If the capacity payment amount or split changes for subsequent years or DR enrollment capacity, please indicate the payment changes.
 - c. Provide the payments available through the BRA or incremental capacity.

COUNTY OF DU PAGE, ILLINOIS

- i. Provide additional required charges that are required by the enrollment. Include costs for meter installation, third party or utility costs for meter and monitoring, any other charges.
 - ii. Provide detail on any energy payments for emergency events to DuPage County.
 - d. Provide a payment schedule and specifically when payments will be issued.
 - i. Indicate if payments will be monthly, quarterly, bi-annual or annual.
 - ii. Indicate what period of time each payment covers.
 - iii. Indicate when payments for emergency payments will be received.
 - e. Please provide a payment schedule In the event of a PJM emergency event.
2. Fees
- a. Indicate if DuPage County is susceptible to any liabilities or penalties if DuPage County were not able to achieve their curtailment goal during an emergency event or a test day.
 - i. Indicate if there are no liabilities or penalties.
 - ii. Indicate if the CSP absorbs the penalty or
 - iii. Indicate if the liabilities or penalties are split between DuPage County and the CSP or
 - iv. Indicate if DuPage County has full liability of penalty, and if so,
 - v. Provide the value of the penalty.
 - b. Indicate if the enrollment in the program requires specialized equipment, such as meters, to be installed.
 - i. Indicate if there are fees attributed to the installation of the equipment.
 - ii. Indicate if there are onetime or periodic fees.
 - iii. Indicate if there are fees attributed to the replacement of any equipment upon failure, during the contract term.
 - iv. Indicate if the fees are rolled into the payment split between DuPage County and the CSP.
 - v. Indicate if there are any fees attributed to software or licenses fees for the equipment or software.
 - vi. Indicate if there are any connection or installation fees.
 - 1. Provide all materials, labor, equipment required to be supplied by DuPage County to install the specialized equipment.
 - vii. Indicate if the equipment remains the property of DuPage County at the end of the contract.
 - viii. Indicate if specialized utility services or applications are required as part of this program.
 - c. Outline any and all fees that may be attributed to this contract. Include:
 - i. Administrative fees.
 - ii. Engineering fees.
 - iii. Equipment fees.
 - iv. Software or licenses fees.
 - v. Business expenses.
 - vi. Other fees.
 - d. Outline any and all fees that may be attributed or required outside of this contract. Include:
 - i. Specialized software fees.
 - ii. Specialized utility application fees.
 - iii. Any other fees.

Curtailment Strategy

- 1. Explain how the curtailment strategy will be developed and what the deliverable will be outlining the strategy.
 - a. How will you interface with DuPage County?
 - b. What is needed from DuPage County to expedite the process?
 - c. Explain the document and provide a sample of the plan that will be provided.
- 2. What type of test and event support will be provided?

COUNTY OF DU PAGE, ILLINOIS

- a. Explain the support that DuPage County will receive when there is a pre-test, an event, or the actual PJM test.
 - b. What type of literature, training materials or documentation should be expected?
3. How will DuPage County be notified of the test or an event?
 - a. How many people can be notified?
 - b. What are the means of notification?
 - c. Are there tests of the notification system prior to the test or event?

Customer Service

1. Do you offer customer service?
 - a. What are the hours provided by automated support and live support?
 - b. By what technology means is customer service available? Internet, email, phone, text, etc.
2. Will DuPage County be able to view real-time electrical usage during the term of this contract?
 - a. If yes, is the ability to view usage internet enabled or local intranet?
 - b. Is interval data available? In what format?
 - c. Is training provided?
3. Do you provide public relations to explain demand response to DuPage County stakeholders?
 - a. Do you offer publications to be distributed electronically or hard copy?
 - b. Do you provide internal training to DuPage County employees?

COUNTY OF DU PAGE, ILLINOIS

**PROPOSAL FORM
PROCUREMENT SERVICES DIVISION
PROPOSAL #P15-020-DT**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Proposer	
Main Business Address	
+	
City, State, Zip Code	
Telephone Number	
Fax Number	
Proposal Contact Person	
Email Address	

TO: The DuPage County Procurement Services Division

The undersigned certifies that he is:

☐

the Owner/Sole
Proprietor

☐

a Member of the
Partnership

☐

an Officer of the
Corporation

☐

a Member of the
Joint Venture

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

(President or Partner)

(Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

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

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

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

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

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

COUNTY OF DU PAGE, ILLINOIS

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

Further, the proposer certifies that he has provided equipment, supplies or 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 Proposer, 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 bidding schedule.

PROPOSAL AWARD CRITERIA:

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

The Proposer 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 AND NOTARIZED
FOR CONSIDERATION**

Subscribed and sworn to before me this _____ day of _____ AD, 2015

(Notary Public) My Commission Expires: _____



DuPage County Procurement Services Division

421 North County Farm Road, Room 3-400
Wheaton, Illinois 60187-3978

Phone: (630) 407-6200 Fax: (630) 407-6201
General Email: purchasing@dupageco.org

VENDOR ETHICS DISCLOSURE

The Vendor Ethics Disclosure Statement can be found on the next page and on the County's Internet site under Contractor Forms in the Procurement section. The most current version of the form should always be utilized. There is also another form for additional pages; all pages are Adobe fillable forms.

Continuing Disclosure: It is the contractor/vendor's responsibility to update contribution information on an ongoing basis during the life of the contract. The vendor is required to submit an updated Ethics Disclosure Statement to the user department, any time contributions are made to the Chairman or County Board Members subsequent to the most recent authorized contract action.

Failure to Comply: Failure to provide the requested information will at minimum delay awarding of the contract and could result in the selected vendor being disqualified as non-responsive and non-responsible.

Providing fraudulent information on the Vendor Ethics Disclosure Statement may result in a Class 3 Felony.

Contribution: A gift, subscription, dues, loan, advance or deposit of money or anything of value, including services, knowingly received in connection with the nomination for election or election of any person to County office.

Multi-year contracts: Those contracts with a duration greater than 12 months require annual updates, to be filed by the vendor with the user department, and forwarded to Procurement. The reporting period should be the current and previous calendar years.

Prohibited Source: Any person or entity who (i) is seeking official action by the Chairman, County Board member or in the case of an employee, by the employee or by the Chairman or County Board member, or another employee directing that employee; (ii) does business or seeks to do business with the Chairman, County Board member or employee (iii) conducts activities regulated by the Chairman, County Board member or employee (iv) has interests that may be substantially affected by the performance or non-performance of the official duties of the Chairman, County Board member or employee (v) is registered or required to be registered with the Secretary of State under the Lobbyist Registration Act or the DuPage County Lobbyist Registration Act, except that an entity not otherwise a prohibited source does not become a prohibited source merely because a registered lobbyist is one of its member or serves on its board of directors (vi) is a Political Action Committee to which a prohibited source has contributed.

COUNTY OF DU PAGE, ILLINOIS



Required Vendor Ethics Disclosure Statement

Company Name:			
Company Contact:		Contact Phone:	
Proposal/Contract/ PO:			

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

- 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 **\$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.

I have made the following campaign contributions within the current and previous calendar year:

If no contributions have been made enter "NONE" below:

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

Attach additional sheets if necessary. Sign each added sheet and number each page __ (#) of __ (total pages).

- 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 contract or proposal and shall update such disclosure with any changes that may occur.

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 Proposal	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 of 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

Page 1 of _____

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

COUNTY OF DU PAGE, ILLINOIS

Form W-9 (Rev. December 2011) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.																												
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)																													
	Business name/disregarded entity name, if different from above																													
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____																													
	<input type="checkbox"/> Exempt payee																													
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)																												
City, state, and ZIP code																														
List account number(s) here (optional)																														
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.																														
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Part II Certification Under penalties of perjury, I certify that: 1. 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 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below). 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 on page 4.																														
Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____																												
General Instructions Section references are to the Internal Revenue Code unless otherwise noted.																														
Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued). 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.																														
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.																														

Cat. No. 10231X

 Form **W-9** (Rev. 12-2011)

Please submit completed W-9 form with your proposal

REFERENCES

The proposer must list four (4) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material or services for a period of not less than six (6) months. Additional references may be required. If proposer is a new business, provide references that will enable the County to determine if proposer is responsible.

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

STATE THE NUMBER OF YEARS IN BUSINESS:	
STATE THE CURRENT NUMBER OF PERSONNEL ON STAFF:	

NO-PROPOSAL RESPONSE

P15-020-DT
DEMAND REPSONSE

In the event that your organization chooses not to submit a proposal for this solicitation the DuPage County Procurement Services Division is interested in the reasons why offerors have chosen not to submit proposals in order to better serve the taxpayers of DuPage County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

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

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

Please send your responses to:

DuPage County Procurement Services
421 N. County Farm Road
Room 3-400
Wheaton, IL 60187

**LATE PROPOSALS CANNOT BE
ACCEPTED!**

SEALED PROPOSAL

INVITATION #: P15-020-DT
OPENING DATE: 02/25/2015
OPENING TIME: 2:00 P.M.
DESCRIPTION: DEMAND RESPONSE

DATED MATERIAL-
DELIVER IMMEDIATELY

PLEASE CUT OUT AND AFFIX THIS PROPOSAL LABEL
(ABOVE) TO THE OUTERMOST ENVELOPE OF YOUR
PROPOSAL TO HELP ENSURE PROPER DELIVERY!

**LATE PROPOSALS CANNOT BE
ACCEPTED!**