

COUNTY OF DU PAGE, ILLINOIS

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REQUEST FOR COMPETITIVE PROPOSALS  
FOR  
PROJECT MANAGEMENT SERVICES  
PROPOSAL #14-107

**Issue Date:** JUNE 11, 2014

**Pre-Proposal Question Deadline:** JUNE 23, 2014 at 4:00 p.m. local time

**Proposal Deadline:** JULY 2, 2014 at 1:30 p.m. local time  
DuPage County Procurement Services Division  
421 North County Farm Road, Room 3-400  
Wheaton, IL 60187-3978

**Procurement Services Contact:** Maria C. Calamia, CPPB  
Buyer II  
Phone: (630) 407-6182  
Email: mcalamia@dupageco.org

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Any communication regarding this invitation between the date of issue and date of award is required to go through the contact listed above.

**Unauthorized contact with other DuPage County Officers or employees is strictly forbidden and may result in disqualification of Responder's Proposal.**

**Description:** The County of DuPage is requesting competitive proposals for the purpose of providing Project Management Services for the Community Services Department, located at 421 North County Farm Road, Wheaton, IL 60187.

Written questions regarding the substance of the RFP or scope of services must be submitted via e-mail to the BidInformation@DuPageCo.org no later than the Pre-Proposal Question Deadline indicated above.

SEALED PROPOSALS MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC ACCEPTANCE DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. PROPOSALS WILL BE ACCEPTED AND THE NAMES OF OFFERORS WILL BE READ ALOUD AT THAT TIME IN THE PROCUREMENTSERVICES DIVISION. **Late proposals will not be accepted – NO EXCEPTIONS.**

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.

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

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

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**SECTION 1 – PROJECT INFORMATION**

<b>PROJECT NAME:</b>	<b>PROJECT MANAGEMENT SERVICES</b>		
<b>FOR:</b>	COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY		
<b>BUYER:</b>	MARIA C. CALAMIA	<b>PHONE:</b>	(630) 407-6182

<b>EVENT:</b>	<b>LOCATION:</b>	<b>DATE:</b>	<b>TIME:</b>
Proposal Issued	DuPage County Procurement Services	06/11/14	10:00 A.M.
Deadline for Exceptions to Proposal Language	DuPage County Procurement Services	06/23/14	4:00 P.M.
Deadline for Written Questions	DuPage County Procurement Services	06/23/14	4:00 P.M.
Response to Inquiries	DuPage County Procurement Services	06/25/14	4:00 P.M.
Proposals Due	Procurement Services, Room 3-400	07/02/14	1:30 P.M.

√	<b>SUBMITTAL CHECKLIST (PROPOSAL PACKET SHOULD BE RETURNED IN ITS ENTIRETY)</b>
	ORIGINAL PROPOSAL
	4 HARDCOPIES (PRINTED AND IN 3-RING BINDER).
	ONE (1) ELECTRONIC (CD) COPY
	ADDENDA NUMBER ACKNOWLEDGED, IF APPLICABLE
	REFERENCES
	CERTIFICATION/PROPOSAL SIGNATURE AFFIDAVIT PAGE, COMPLETED
	COMPLETED IRS-FORM W-9

<b>AWARDED CONSULTANT REQUIREMENTS</b>	
CERTIFICATE OF INSURANCE	DUE WITHIN 15 DAYS OF NOTICE OF AWARD

**PLEASE MAKE AND RETAIN A COPY OF THE COMPLETED  
PROPOSAL RESPONSE FOR YOUR RECORDS**

**SECTION 2 – INSTRUCTIONS TO OFFERORS**

**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 are able to 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.

**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.

**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 proposal, until a Successful Offeror is selected, all requests for clarification or additional information regarding this RFP, or contacts with the County personnel concerning this RFP or the evaluation process must be solely to the contact person listed on the cover page of this RFP.

A violation of this provision is cause for the County to reject the Offeror'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 RFP. No contact regarding this document with other County employees is permitted.

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

**RFP MODIFICATIONS:** Clarifications, modifications, or amendments may be made to the RFP at any time prior to the Proposal Deadline at the discretion of the County. It is the Offeror's responsibility to periodically check the County's website until the posted Proposal Deadline to obtain any issued addenda.

**PROPOSAL SUBMISSION:** To be considered, the proposal must be prepared in the manner and detail specified in this proposal.

- A. Proposals must be submitted before the date and time indicated as the deadline. It is each Offeror's responsibility to insure that the Procurement Services Division receives its proposal prior to the deadline. This responsibility rests entirely with the Offeror, 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 Procurement Services Division  
421 North County Farm Road, Room 3-400,  
Wheaton, IL 60187

- B. Proposals received after the above deadline will not be accepted and will be returned to the Offeror unopened. The Procurement Services Division's timestamp shall be the official time.

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- C. The opening of a proposal does not constitute the County's acceptance of the Offeror as a responsive and responsible Offeror.
- D. Offerors must sign, in ink, the proposal form where indicated. **Unsigned proposals will not be considered.** An authorized official must sign the proposal. Each signature represents binding commitment upon the Offeror to provide the goods and/or services offered to the County if the Offeror is determined to be the most responsive and responsible Offeror.
- E. Proposals 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.
- F. Submission of a proposal establishes a conclusive presumption that the Offeror is thoroughly familiar with the RFP and specifications and terms of the Form of Contract, and the County's Procurement Ordinance and that the Offeror understands and agrees to abide by each and all of the stipulations and requirements contained therein.
- G. 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 proposal must initial corrections in ink.
- H. Proposals sent by email, facsimile, or other electronic means will not be considered.
- I. All costs incurred in the preparation and presentations of the proposal, as well as any resulting contract, are the Offeror's sole responsibility; no such costs will be reimbursed to any Offeror. All documentation submitted with the proposal will become the property of the County.
- J. Proposals are subject to public disclosure after the deadline for opening in accordance with state law under the Freedom of Information Act (FOIA).

**CONTRACT AWARD:** The County reserves the right to withdraw the RFP, to award to one Offeror, to any combination of Offerors, by item, group of items, or total proposal. The Offeror to whom the award is made will be notified at the earliest possible date. 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 Offeror at the address designated in the proposal. All proposals must be for a firm fixed price unless modified. If, for any reason, a contract is not executed with the selected Offeror within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Offeror. Award of this proposal is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the Offeror'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 Offeror has been given a fully executed contract.

**PROPOSAL MODIFICATIONS:** Clarifications, modifications, or amendments to any proposal that has been submitted, but prior to the proposal deadline date, may be made only within the discretion and written approval of the Chief Procurement Official.

**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 Chief Procurement Official 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 Offeror is debarred by the County from consideration for a contract award, or if Offeror has committed a violation of the County's Ethics or 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.

**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 Chief Procurement Official has the vested authority to execute all County contracts, subject to Committee and County Board approval where required.

**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 Offeror must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts. The anti-discrimination policies of the DuPage County Procurement Ordinance, Article XI of Chapter 120 of the

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DuPage County Code, are incorporated into County contracts. The Offeror must include in its subcontracts provisions that prohibit discriminating in their employment practices.

**NO PROPOSAL RESPONSE:** Businesses who receive this RFP but who do not submit a proposal should return a notice stating the reason(s) for not responding.

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

**DISQUALIFICATION OF RESPONDENTS:** Any one or more of the following causes may be considered sufficient for the disqualification of a Offeror and the rejection of the Proposal:

- A. Evidence of collusion among Offerors.
- B. Lack of competency as revealed by either financial, experience, or equipment statements.
- C. Lack of responsibility as shown by past work.
- D. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.

**DISCUSSIONS:** Discussions may be conducted with responsible Offerors, in order to clarify and assure full understanding of, and conformance to, the solicitation requirements. Discussions may be conducted with Offerors who submit Proposals determined to possibly be selected for award, but Responses may be accepted without such discussions.

Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of Proposals. Such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. If during discussions there is a need for any substantial clarification of or change in the RFP, the RFP shall be amended to incorporate such clarification or change. The Offeror shall reduce any substantial oral clarification of Proposals to writing.

**DISCLOSURE OF CONTENTS:** All information provided in the proposal 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 proposal becomes the property of the County and may be returned only at the County's option.

Offerors must make no other distribution of their proposals other than authorized by this RFP. An Offeror who shares cost information contained in its proposal with other County personnel or competing Offeror personnel shall be subject to disqualification.

Offerors shall not be provided any information about other proposals or prices or where the Offeror stands in relation to others at any time during the evaluation process. Any request for such information by an Offeror, or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Offeror may be eliminated from further consideration.

**END OF INSTRUCTIONS TO OFFERORS**

**SECTION 3 – GENERAL CONDITIONS**

- 1) **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 Consultants who will have attended the Pre-Proposal conference.  

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. We strongly suggest that you check for any addenda a minimum forty-eight hours (48) in advance of the proposal receipt deadline.
- 2) **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 Consultant.  

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 Consultant 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.
- 3) **COMMENCEMENT OF WORK:** The successful Consultant 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 Consultant's risk.
- 4) **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 Consultant 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.
- 5) **CONSULTANT PERFORMANCE:** The Instructions, General Conditions and Scope of Work, 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 Consultant'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.
- 6) **DEBRIEFING:** Proposers not awarded this contract may seek additional clarification or debriefing, request time to review the selection procedures and/or discuss the scoring methods utilized by the evaluation committee.
- 7) **ENDORSEMENTS:** Consultant 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.
- 8) **EXCEPTIONS:** Exceptions to the Request For Proposal language will be considered up to seven (7) days prior to proposal receipt cut-off. Exceptions must be fully described, on the Offeror's letterhead, signed, and reference the RFP number. In the absence of such statement, the proposal shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; the Offeror shall be held liable. No exceptions will be accepted with the proposal. If the Offeror wishes to propose terms and conditions or alternative paperwork he must do so as an exception.
- 9) **FORCE MAJEURE:** The County of DuPage shall not hold Consultant 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.
- 10) **HOLDING OF PROPOSALS:** Offeror may withdraw the proposal at any time prior to the time specified

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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 proposals.

- 11) **INDEMNITY:** The Consultant shall, at all times, 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 Consultant and its employees, or because of any act or omission, neglect or misconduct of the Consultant, its employees and agents 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.

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage.

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 Consultant shall likewise be liable for the cost, fees and expenses incurred in the County's or the Consultant's defense of any such claims, actions, or suits.

The Consultant 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.

- 12) **LAW GOVERNING:** The RFP and resulting contract shall be governed by the laws of Illinois. Offeror agrees to comply with all applicable State and Federal laws.
- 13) **LOBBYIST REGISTRATION:** Offeror shall comply with the provisions of Chapter 2, Article IX, Section 2-600, Lobbyist Registration of the Code of DuPage County, Illinois.
- 14) **MISCELLANEOUS REQUIREMENTS:** The County will not be responsible for any expenses incurred by the Offeror 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.
- 15) **NON-DISCRIMINATING:** The Offeror, and its employees, 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.
- 16) **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". Payment will not be made on invoices submitted later than six-months (180 days) after delivery of services and **any statute of limitations to the contrary is hereby waived.**
- 17) **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 proposal 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.

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Upon receipt of a protest the County may, but is not required to, delay its order under the awarded contract.

- 18) **TAX:** The County of DuPage does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9997-4551-06. A copy of the exemption letter is available upon written request.
- 19) **TERMINATION, CANCELLATION AND DAMAGES:** This contract may be terminated upon mutual agreement of both parties. The County may terminate based on the Consultant's breach or default. Unless the breach or default creates an emergency situation, as determined in the County's sole discretion, the Consultant shall be given notice and a five (5) day opportunity to cure before the termination becomes effective.

If the County terminates this Contract because of the Consultant's breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Consultant with any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages and the cost of solicitation of a new proposal. The County may offset these additional costs against any sums otherwise due to the Consultant under this proposal or any unrelated contract.

If the County of DuPage fails to appropriate funds to enable continued payment of multi-year Contracts the County may cancel, without termination charges provided Consultant received at least thirty (30) days prior written notice of termination.

- 20) **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.
- 21) **VENUE:** By submitting a response, offeror 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.

## END OF GENERAL CONDITIONS



**SECTION 4 – INSURANCE REQUIREMENTS**

**EXHIBIT B**

**INSURANCE REQUIREMENTS – must be met at time contract is signed.**

1. The CONSULTANT shall maintain, at its sole expense, insurance coverage including:
  - 1.a **Worker's Compensation Insurance** in the statutory amounts.
  - 1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and five hundred thousand dollars (\$500,000.00) each employee/disease.
  - 1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than two million dollars (\$2,000,000) total; including limits of not less than two million dollars (\$2,000,000) per occurrence, and one million dollars (\$1,000,000) excess liability in the annual aggregate injury/property damage combined single limit. **An Endorsement must also be provided naming the County of DuPage by and through its Community Development Commission 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis.**
  - 1.d Commercial (Comprehensive) Automobile Liability Insurance with minimum limits of at least one million dollars (\$1,000,000) for any one person and one million dollars (\$1,000,000) for any one occurrence of death, bodily injury or property damage in the aggregate annually. An Endorsement must also be provided naming the County of DuPage c/o by and through its Community Development Commission, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis. [See note following Par. 8.1.e.]
  - 1.e Professional Liability Insurance (Errors and Omissions) shall be provided with minimum limits of at least one million dollars (\$1,000,000) per incident/two million dollars (\$2,000,000) aggregate during the term of this AGREEMENT. In addition, coverage shall be provided in the minimum amount of one million dollars (\$1,000,000) and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same.
2. It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.
3. The coverage limits required under subparagraphs 1.c and 1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and

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maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that affect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

4. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 1.e, CONSULTANT'S insurance providers shall be licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY.
5. CONSULTANT'S insurance required by Paragraphs 8.1.c and d, above, shall name the COUNTY, its officers and employees as additional insured parties. The Certificate of Insurance and endorsements shall state: "The County of DuPage, its officers and employees are named as additional insureds as defined in the [Commercial (Comprehensive) General Liability Insurance policy and/or Commercial (Comprehensive) Automobile Liability Insurance policy, as applicable] with respect to claims arising from CONSULTANT'S performance under this AGREEMENT."
6. The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT. The COUNTY retains the right to obtain evidence of sub-consultants' insurance coverage at any time.

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  
Maria C. Calamia, CPPB, Buyer  
421 North County Farm Road  
Wheaton, IL 60187-3978

TX: (630) 407-6182  
FX: (630) 407-6201  
E-mail: mcalamia@dupageco.org

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 Consultant shall notify the County of changes in insurance coverage in writing within 30 days.

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**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.

**NOTICE OF LAWSUIT:**

Within 60 days of service of process, the County shall notify the Consultant of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Consultant 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 Consultant shall provide coverage as provided in the contract and retains the right to choose legal counsel subject to the approval of the 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 the County.

### END OF INSURANCE REQUIREMENTS

**SECTION 5 - SPECIFICATIONS AND SCOPE OF WORK**  
**PROJECT MANAGEMENT SERVICES**  
**Request for Proposals – Procurement by Competitive Proposal**  
**DuPage County, Illinois**  
**Community Development Block Grant – Disaster Recovery**

**Purpose:**

To solicit competitive proposals for the purpose of awarding a contract to a responsive and responsible Respondent to assist DuPage County in management and oversight of projects undertaken with disaster recovery funds, and to perform specific tasks in connection therewith. In accordance with Federal requirements, this Request for Proposals will be publicized and proposals will be solicited from an adequate number of qualified sources. Any responses to the Request will be honored to the maximum extent practical.

**Background:**

DuPage County has published an Action Plan for the purpose of receiving a Community Development Block Grant-Disaster Recovery Grant (CDBG-DR) in the amount of \$7,000,000 in accordance with the Disaster Relief Appropriations Act, 2013 (Public Law 113-2). This grant is being made available through the U.S. Department of Housing and Urban Development (HUD) to assist disaster recovery efforts in response to declared major disasters occurring in DuPage County in 2013. These funds can be used only for specific disaster recovery-related purposes. The HUD guidance for the funding was published December 16, 2013 in the Federal Register as Docket No. FR-5696-N-07 (the “Notice”) with an effective date of December 23, 2013. DuPage County’s Action Plan can be viewed in its entirety at <http://www.dupageco.org/cdbg-dr/>

Through this Action Plan, DuPage County is requesting an initial obligation of \$1,500,000. Funds must be expended within two years of obligation. DuPage County will be requesting further obligation of funds by substantial amendment(s) to this Action Plan as disaster recovery progresses. The final amendment must be submitted by June 1, 2017 and all funds must be expended by September 29, 2019 or within two years of HUD’s obligation of the final funds, whichever is sooner.

DuPage County anticipates entering into a grant agreement with HUD in June, 2014 and anticipates access to the funds permitting commencement of project activities in July, 2014.

DuPage County is proposing the following activities to be carried out with CDBG-DR funds that will require management, oversight, and completion of specific tasks:

<b>Activity Summary Table</b>	
<b>Activity</b>	
Strategic Buy-Out Program	\$2,700,000
Rehabilitation/Mold Remediation	\$300,000
Municipal Match Activity	\$500,000
Klein Creek Watershed Flood Control Plan/Armstrong Park Facility	\$3,010,000

**COUNTY OF DU PAGE, ILLINOIS**

<b>DuPage County CDBG-DR</b>			
\$7,000,000 Grant			
EXHIBIT A			
<b>Activity</b>	<b>Task</b>	<b>Number</b>	<b>Total Hours</b>
Strategic Buy-Out Program	Outreach to homeowners	4 mailings @ 2 hours	8
	Technical Assistance to homeowners	30 calls @ 30 minutes	15
	Review of Homeowner Applications for assistance	40 @ 1 hour	40
	Documentation of eligibility of households	10 @ 2 hours	20
	HUD Part 58 Environmental Reviews	10 @ 10	100
	Ordering appraisals, calculation and arrangement for moving assistance, all tasks to final contract	10 @ 3 hours	30
	Preparation of DuPage County Closing documentation	10 @ 2 hours	20
	Demolition: oversight of contractor selection and contract; documentation of completion	10 @ 5 hours	50
	Post closing miscellaneous documentation	10 @ 2 hours	20
	File set-up, maintenance & close out	10 @ 2 hours	20
Rehabilitation/Mold Remediation	Outreach to homeowners	1 mailing @ 15 hours	15
	Press Release	2 @ 1 hour	2
	Technical Assistance to homeowners	50 calls @ 30 minutes	25
	Review of Homeowner Applications for assistance	70 @ 1 hour	70
	Documentation of income eligibility of households	60 @ 1 hour	60
	Duplication of benefits review and documentation	60 @ 1.5 hours	90
	HUD Part 58 Environmental reviews	60 @ 2 hours	120
	Site Visits to review scope of work with homeowner	60 @ 2.5 hours	150
	Scope of Work Preparation for Contract bid	60 @ 1 hour	60

**COUNTY OF DU PAGE, ILLINOIS**

	Oversight of Bidding process	60 @ 2 hours	120
	Site Visits to document work completion	60 @ 2 hours	120
	File set-up, maintenance & close out	60 @ 2 hours	120
Municipal Match	Release of Applications		2
	Technical Assistance to municipalities	6 calls @ 1 hour	6
	Review of Applications	5 @ 3 hours	15
	Meeting with staff to form recommendations	2 meetings @ 2 hours	4
	HUD Part 58 Environmental reviews	3 @ 15	65
	Agreement preparation	3 @ 3 hours	9
	Placing on committees - agreements, memoranda, resolutions		5
	Technical Assistance to municipalities for Federally acceptable bid preparation	3 @ 2 hours	6
	Review of Bid Manuals	3 @ 1 hour	3
	Pre-Construction Meetings with selected contractors and municipalities	3 @ 3 hours	9
	Review of contracts and payrolls	3 projects @ 30 hours	90
	Oversight of payment process	3 projects @ 5 hours	15
	File set-up, maintenance & close out	3 @ 2 hours	6
Armstrong Park	Review of contracts, payrolls, and payment requests		200
	Oversight of payment process		50
	Site visits to document work % of completion and Davis Bacon required work interviews	10 @ 2.5 hours	25
	File set-up, maintenance & close out		10
<b>ESTIMATE OF PROJECT HOURS</b>			<b>1795</b>

**Request:**

Respondents are invited to submit a proposal describing their ability to perform the tasks outlined above in Exhibit A in connection with CDBG-DR activities. While we have done our best to list all tasks to be performed and estimate the time involved for the purposes of obtaining a competitive proposal, respondents must understand that such tasks and time estimates may change during the course of the project. Contract discussion and negotiation will follow selection of a proposal.

**SECTION 6 - EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS**

**Evaluation Factors and Relative Importance:**

Respondents will be evaluated based on materials submitted in response to this RFP, as well as possible follow up interviews at discretion of DuPage County. In the event of a tie between respondents, interviews will be held. The following factors will be utilized to determine each respondent's qualification and to choose the proposal which is most advantageous to the program with price and other factors considered. DuPage County reserves the right to accept or reject any or all proposals. DuPage County may make reasonable investigations deemed necessary and proper to determine the ability of the Respondent to perform the work.

<b>Factor</b>	<b>Description</b>	<b>Relative Importance</b>	<b>Please submit</b>
Eligibility	<p>We must determine that the respondent is not excluded from working with Federal funds and is in good standing with the State of Illinois, if applicable</p> <p>We must determine if the respondent carries (or will be able to carry) insurance that meets DuPage County minimum requirements as shown in Exhibit B (pages 13-15).</p>	<p>Minimum requirement – no respondent considered without meeting this threshold</p>	<p><b>A cover letter</b> on business letterhead stating legal name of respondent, tax ID number, contact information, names of major stockholders, corporate officers, all states and/or other addresses where respondent conducts business, names of any other businesses owned or operated by corporate officers, names of staff members who will work on this project. Letter should contain original signature of individual authorized to submit the proposal.</p> <p><b>Documentation</b> that respondent meets insurance requirements or statements as to how requirements will be met prior to contract signing.</p>
Experience	<p>We must determine respondent's ability to work with government, contractors, and individual homeowners. We must determine respondent's experience working with Federal funds.</p>	<p>40 points</p>	<p><b>A summary</b>, not to exceed two pages, stating respondent's experience in working with different levels of government, contractors, and individual homeowners. The summary should include information about respondent's experience:</p> <ul style="list-style-type: none"> <li>• Working with Federal funds (which funds, which Federal agencies)</li> <li>• Working with contractors, certified payrolls under Davis Bacon requirements, and conducting worker interviews</li> <li>• Completing Federal environmental reviews</li> <li>• Reviewing bid documents</li> <li>• Preparing simple scopes of work</li> <li>• Working with real estate closings</li> <li>• Income qualifying households</li> <li>• Managing project budgets</li> </ul>

**COUNTY OF DU PAGE, ILLINOIS**

Capacity	We must determine respondent's ability to complete the project on time.	30 points	<p><b>Staffing plan</b> for project</p> <p><b>Resumes</b> of all staff who will work on the project</p> <p><b>A list</b> of previous projects completed with locations, dates</p> <p><b>Three references</b> from previously completed projects</p> <p><b>A summary</b>, not to exceed one page, of respondent's ability to make site visits to the various locations where project activities are taking place (and the ability of respondent to make the multiple site visits necessary for the rehabilitation activity)</p>
Cost	We must determine that project can be completed within the financial constraints of the funding.	25 points	<p><b>Statement of proposed compensation.</b> The selected Respondent will be compensated on an hourly fee basis for the proposed tasks. Please also include expense reimbursements expected.</p>
Minority and/or Women's Businesses	Proposals submitted by documented minority or women's business enterprises will be given special consideration.	5 points	<p>If you are asking for special consideration under either of these categories, you must:</p> <p>Already be registered as a minority or woman owned business with DuPage County Community Development; OR</p> <p>Provide proof of MBE/WBE certification with the City of Chicago, the Illinois Department of Central Management or by the Chicago/National Minority Supplier Development Council, Inc.; OR</p> <p>Provide the required DuPage County documentation with your proposal (please visit <a href="http://www.dupageco.org/cdc/">http://www.dupageco.org/cdc/</a> (follow link on left for Minority and Women Contractors).</p>

**EVALUATION:** All proposals received will be evaluated by an Evaluation Committee comprising of County representatives. The following factors, listed in relative order of importance, will be considered in making the selection:

- Eligibility
- Experience
- Capacity
- Cost
- Minority and/or Women's Businesses

Each proposal submitted in response to this RFP shall focus on the above criteria. The Evaluation Committee also may consider past performance of the Offeror on other contracts with the County or other entities. Proposals will be evaluated equally and fairly; no preference will be given to any Offeror based solely on previous experience with the County or to an incumbent thereof. The County reserves the right to make additional inquiries and may request the submission of additional information.



**VENDOR ETHICS DISCLOSURE**

On January 12, 2010, the DuPage County Board adopted amendments to Ordinance OFI-003B-04, the DuPage County Ethics Ordinance.

Section 2-417 "Contractor Disclosure", requires that certain information be provided by vendors who contract with or are seeking to contract with the County to provide goods or services.

All requisitions and change orders require that the vendor provide the most current information as detailed on the "Vendor Ethics Disclosure Statement" form.

The Vendor Ethics Disclosure Statement and instructions 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.

**Gift:** Any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having a fair cash market value including but not limited to cash, food, drink.

**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 through December 31st of the current year, and received by the user department with 10 business days of that date

**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**

	<b>Required Vendor Ethics Disclosure Statement</b>
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<b>Company Name:</b>			
<b>Company Contact:</b>		<b>Contact Phone:</b>	
<b>Proposal/Contract/ PO:</b>			

For this Disclosure "I/ me" or "you" shall mean the business entity seeking a contract or to whom a contract has been awarded. Those terms include any of the business' principals, family members of the business' principals (father, mother, son, daughter, brother, sister, uncle, aunt, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, and stepsister) and any other legal entities in which those principals or family members have a controlling interest or have control over the disbursement of funds of the business.

A. The County Ethics Ordinance (viewable at [http://www.dupageco.org/emplibrary/OF1003B04\\_Ethics\\_FINAL.pdf](http://www.dupageco.org/emplibrary/OF1003B04_Ethics_FINAL.pdf)), Section 2-402-1, bans all gifts (except those listed in Section 2-403 from prohibited sources).

**I certify that I have not made a prohibited gift to the Chairman or any County Board Member or any County employee, or to the spouse or family member of any of them.**

B. The County Ethics Ordinance (viewable at [http://www.dupageco.org/emplibrary/OF1003B04\\_Ethics\\_FINAL.pdf](http://www.dupageco.org/emplibrary/OF1003B04_Ethics_FINAL.pdf)), Section 2-402-2, prohibits County officials from soliciting or accepting campaign contributions in the cumulative amount of more than \$1,000 per calendar year.

**I have made the following campaign contributions within the last twelve months:** (Reporting begins with contributions made on or after 1/12/10.)

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).

C. I understand that making a false or incomplete statement on this disclosure may render me a non-responsive and disqualified offeror, or result in the voiding of any contract awarded to me by the County, and may subject me to statutory criminal penalties (720 ILCS 5/33E-14).

- D. 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**
  - **With any request for change order except those issued by the County for administrative adjustments.**

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

Authorized Signature

Printed Name

Title

Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Page 1 of \_\_\_\_\_

Please submit completed W-9 form with your proposal

**RFP #P14-107**

**PROPOSAL FORM**

**Failure to complete this form shall result in your Proposal being deemed non-responsive and rejected without further evaluation.**

**TO: DUPAGE COUNTY:**

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposal and, if selected, will enter into a mutually agreeable contract with the County for provision of said goods and/or services.

**ADDENDA:**

The undersigned has read, understands and is fully cognizant of the Information to Offerors, Offer and Form of Contract, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

**OBLIGATION:**

The undersigned, by submission of this Offer, hereby agrees to be obligated, if selected as the Offeror, to provide the stated goods and/or services to the County, for the term as stated herein, and to enter into a Contract with the County, in accordance with the Conditions, Scope and Terms, as well as the Form of Contract, together with any written addendum as specified above.

**COMPLIANCE:**

The undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with such requirements. By submitting this Proposal Form, the Offeror represents that: 1) the Offeror is in compliance with any applicable ethics or anti-kickback provisions of the County's Procurement Ordinance, and 2) if awarded a contract to operate the Concession or provide the Services required in the RFP, the Offeror will comply with the ethics and anti-kickback provisions of the Procurement Ordinance.

**NONCOLLUSION:**

The undersigned, by submission of this Proposal Form, hereby declares that this Proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal.

**SUBMITTAL REQUIREMENTS:**

The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFP.

**COUNTY OF DU PAGE, ILLINOIS**

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**No proposal shall be accepted which has not been manually signed in ink in the appropriate space below:**

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

**For clarification of this offer, contact:**

\_\_\_\_\_  
Company Name

Name: \_\_\_\_\_

\_\_\_\_\_  
Address

Title: \_\_\_\_\_

\_\_\_\_\_  
City                      State                      Zip

Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign

Fax: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Email: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax ID

Acknowledged before me by \_\_\_\_\_ (name) as \_\_\_\_\_ (title)  
of \_\_\_\_\_ (company) this \_\_\_\_ (day) of \_\_\_\_\_, 20\_\_.

Notary Signature: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Affix Seal

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**COUNTY OF DU PAGE, ILLINOIS**

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**SAMPLE OF CONTRACT**

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS  
AND \_\_\_\_\_  
FOR PROFESSIONAL \_\_\_\_\_ SERVICES

This Professional Service Agreement ("AGREEMENT"), is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and \_\_\_\_\_, licensed to do business in the State of Illinois, with offices at \_\_\_\_\_; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a "party" or together as the "parties."

R E C I T A L S

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to \_\_\_\_\_ and to enter into agreements for the purposes of \_\_\_\_\_ (Illinois Compiled Statutes, Chapter \_\_, paragraphs \_\_\_\_\_); and

WHEREAS, the COUNTY requires professional services for management and oversight of projects undertaken with disaster recovery funds; and

WHEREAS, the CONSULTANT has experience and expertise in the specific tasks required for this purpose and is in the business of providing such professional services and is willing to perform the required services for an amount not to exceed \$ \_\_\_\_\_; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

**1.0 INCORPORATION AND CONSTRUCTION.**

- 1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

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## COUNTY OF DU PAGE, ILLINOIS

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1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and a part thereof.

### 2.0 SCOPE OF SERVICES.

2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Paragraph 7.2, below, unless otherwise modified.

2.2 The COUNTY may, from time to time, request changes in the Scope of Work. Any such changes, including any increase or decrease in CONSULTANT'S compensation or Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.

2.3 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its subcontractors provide services hereunder.

2.4 Any work, assignments or services to be performed by professionals under this AGREEMENT shall be performed and, or, supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

### 3.0 NOTICE TO PROCEED.

3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Director of the DuPage County Community Services Department, (hereinafter referred to as the "Director"), in the form of a written notice to proceed following execution of the AGREEMENT by the appropriate County official.

3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.

3.3 The CONSULTANT shall not perform additional work related to a submittal made to the COUNTY until the COUNTY has completed its

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## COUNTY OF DU PAGE, ILLINOIS

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review of the submittal unless otherwise directed by the Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

### 4.0 TIME FOR PERFORMANCE

- 4.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 4.2 Unless otherwise defined in the Scope of Work, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by \_\_\_\_\_, \_\_\_\_\_, [Insert the Agreement's termination-expiration date.] unless the term of this AGREEMENT is extended.
- 4.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

### 5.0 DELIVERABLES.

- 5.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or within fourteen (14) days following a notice of termination, or when the \_\_\_\_\_ directs, the deliverables specified in Exhibit "B" of this AGREEMENT, attached hereto, which is hereby incorporated by reference.

### 6.0 COMPENSATION.

- 6.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 6.2 CONSULTANT shall be compensated at the rate of \$\_\_\_\_ per hour with total payments to the CONSULTANT under the terms of this AGREEMENT not to exceed \$\_\_\_\_\_. [Insert the total contract amount.] This amount is a "not to exceed" amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible

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## COUNTY OF DU PAGE, ILLINOIS

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for such work until this AGREEMENT is modified pursuant to Article 13.0.

- 6.3 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit "A". For direct expenses, including supplies, materials, postage/shipping, and other costs directly related to the specific reports and presentations as required by the COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.
- 6.3.a For all direct expenses costing more than \$25.00, the CONSULTANT shall include with its invoice to the COUNTY, as documentation of such expenses, copies of receipts from the Consultant's vendors indicating the price(s) paid by Consultant for such expensed materials and/or items.
- 6.3.b CONSULTANT may submit mileage expenses as a direct expense.
- 6.4 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage complete for each task. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.
- 6.5 Upon receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts invoiced, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to hold back a sum equal to not more than five percent (5%) of the total contract sum to ensure performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly.
- 6.6 Upon receipt, review and acceptance of all deliverables specified in Exhibit "B" of this AGREEMENT, final payment shall be made to the CONSULTANT.
- 6.7 The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced. Payment will not be



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## COUNTY OF DU PAGE, ILLINOIS

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made on invoices submitted later than six-months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.

### 7.0 CONSULTANT'S INSURANCE

7.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:

- 7.1.a **Worker's Compensation Insurance** in the statutory amounts.
- 7.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and five hundred thousand dollars (\$500,000.00) each employee/disease.
- 7.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than two million dollars (\$2,000,000) total; including limits of not less than two million dollars (\$2,000,000) per occurrence, and one million dollars (\$1,000,000) excess liability in the annual aggregate injury/property damage combined single limit. **An Endorsement must also be provided naming the County of DuPage, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis.**
- 7.1.d Commercial (Comprehensive) Automobile Liability Insurance with minimum limits of at least one million dollars (\$1,000,000) for any one person and one million dollars (\$1,000,000) for any one occurrence of death, bodily injury or property damage in the aggregate annually. An Endorsement must also be provided naming the County of DuPage 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis.
- 7.1.e Professional Liability Insurance (Errors and Omissions) shall be provided with minimum limits of at least one million dollars (\$1,000,000) per incident/two million dollars (\$2,000,000) aggregate during the term of this AGREEMENT. In addition, coverage shall be provided in the minimum amount of one million dollars (\$1,000,000) and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same.

- 7.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.
- 7.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that affect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.
- 7.4 The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e, CONSULTANT'S insurance providers shall be licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or

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## COUNTY OF DU PAGE, ILLINOIS

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materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY.

- 7.5 CONSULTANT'S insurance required by Paragraphs 8.1.c and d, above, shall name the COUNTY, its officers and employees as additional insured parties. The Certificate of Insurance and endorsements shall state: "The County of DuPage, its officers and employees are named as additional insureds as defined in the [Commercial (Comprehensive) General Liability Insurance policy and/or Commercial (Comprehensive) Automobile Liability Insurance policy, as applicable] with respect to claims arising from CONSULTANT'S performance under this AGREEMENT."
- 7.6 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT. The COUNTY retains the right to obtain evidence of sub-consultants' insurance coverage at any time.

### 8.0 INDEMNIFICATION

- 8.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S, or its sub-consultant's, negligent or willful acts, errors or omissions in its performance under this AGREEMENT.
- 8.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, must be the State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 8.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. CONSULTANT'S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.
- 8.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Government and

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## COUNTY OF DU PAGE, ILLINOIS

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Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.) or otherwise available to it, or the CONSULTANT, under the law.

### 9.0 SATISFACTORY PERFORMANCE

- 9.1 The COUNTY is engaging this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly the CONSULTANT'S, and sub-consultant(s), standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional firms practicing in DuPage County, Illinois.
- 9.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.
- 9.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the AGREEMENT'S expiration or termination, the CONSULTANT shall have no right to cure under this provision.
- 9.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

### 10.0 BREACH OF CONTRACT

- 10.1 In the event of any breach of contract, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach. The breaching party shall be allowed a reasonable opportunity to cure the breach. A Party's failure to timely cure any material breach of this AGREEMENT shall relieve the other Party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a Party hereto has failed to timely cure a breach of this AGREEMENT, the other Party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of

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## COUNTY OF DU PAGE, ILLINOIS

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the contingencies described in Paragraph 16.1, below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT.

### 11.0 OWNERSHIP OF DOCUMENTS.

- 11.1 The CONSULTANT agrees that all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in Paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.
- 11.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.
- 11.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.
- 11.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to COUNTY

### 12.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

- 12.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.
- 12.2 The CONSULTANT shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, et seq., and with all rules and regulations established by the Department of Human Rights.
- 12.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).

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## COUNTY OF DU PAGE, ILLINOIS

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12.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

12.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.

### **13.0 MODIFICATION OR AMENDMENT.**

13.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

13.2 The CONSULTANT acknowledges receipt of a copy of the DuPage County Procurement Ordinance, which is hereby incorporated into this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes to the Scope of Work or compensation in accordance with said Ordinance.

### **14.0 TERM OF THIS AGREEMENT.**

14.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

(a) The early termination of this AGREEMENT in accordance with the terms of Section 16.0, or

(b) The expiration of this AGREEMENT on \_\_\_\_\_, \_\_\_\_\_, or to a new date agreed upon by the parties.

(c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before \_\_\_\_\_, \_\_\_\_\_.

14.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above, or after the early termination of this AGREEMENT, or during a provisional extension period. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT'S expiration or termination. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to the AGREEMENT'S termination, or expiration, and delivered in accord with Paragraph 6.1, above.

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## COUNTY OF DU PAGE, ILLINOIS

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14.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 14.1, above.

### **15.0 TERMINATION**

15.1 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 CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances indentified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from the COUNTY, at the COUNTY'S election.

15.2 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.

15.3 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, CONSULTANT shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

### **16.0 ENTIRE AGREEMENT.**

16.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.

16.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

16.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

16.4 In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

### **17.0 ASSIGNMENT.**

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## COUNTY OF DU PAGE, ILLINOIS

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17.1 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.

### 18.0 SEVERABILITY.

18.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

18.2 In the event of the contingency described in Paragraph 18.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

### 19.0 GOVERNING LAW.

19.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

19.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

### 20.0 NOTICES.

20.1 Any required notice shall be sent to the following addresses and parties:

**[Insert name and address of CONSULTANT]**

DuPage County Department of \_\_\_\_\_.  
421 N. County Farm Road  
Wheaton, Illinois 60187  
ATTN: Mary A. Keating, Director, Community Services

20.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00 a.m.-4:30 p.m. CST or CDT Monday-Friday); (b) served by facsimile transmission during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday-Friday); or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the



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## COUNTY OF DU PAGE, ILLINOIS

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requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

### **21.0 WAIVER OF/FAILURE TO ENFORCE BREACH.**

21.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

### **22.0 FORCE MAJEURE.**

22.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

### **23.0 QUALIFICATIONS**

23.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.

23.2 The CONSULTANT's key personnel specified in the AGREEMENT (List Titles:) shall be considered essential to the work covered under this AGREEMENT. If for any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advance written notification of the substitution to the COUNTY. Such written notification shall include the proposed successor's name and resume of their qualifications. The COUNTY shall have the right to approve or reject the proposed successor.

23.3 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for an immediate termination of this AGREEMENT.

23.4 The CONSULTANT shall require any sub-consultant(s) and contractor(s) utilized for the PROJECT to employ qualified persons to the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT'S sub-consultant(s) and contractor(s) being properly staffed while engaged in the PROJECT.

**24.0 ACCESS TO PROPERTY.**

24.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY cannot secure access to property for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon CONSULTANT'S request, proof of COUNTY'S permission, or legal authority, to enter onto the property of a third party.

24.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

**COUNTY OF DU PAGE, ILLINOIS**

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

COUNTY OF DUPAGE

*[CONSULTANT'S NAME]*

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
*[name and title]*

ATTEST BY:

ATTEST BY:

\_\_\_\_\_  
GARY A. KING, COUNTY CLERK

\_\_\_\_\_  
NAME:  
TITLE:

# NO-PROPOSAL RESPONSE

Proposal 14-107

Project Management Services

Community Development Block Grant – Disaster Recovery

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):

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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  
Email: [BidInformation@DuPageCo.Org](mailto:BidInformation@DuPageCo.Org)

**LATE PROPOSALS CANNOT BE  
ACCEPTED!**

**SEALED PROPOSAL**

**INVITATION #: P14-107**

**OPENING DATE: 07/02/14**

**OPENING TIME: 1:30 P.M.**

**DESCRIPTION: PROJECT MANAGEMENT SERVICES**

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**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!**