



COUNTY OF DuPAGE, ILLINOIS

**REQUEST FOR PROPOSAL #P14-228
COUNTYWIDE AUTOMATED UTILITY
LOCATING SYSTEM (CAULS)**

**PROPOSAL OPENING DATE:
DECEMBER 22, 2014 at 2:00 P. M.**

**DuPage County Procurement Services
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978
(630) 407-6200**



DuPage County Procurement Services Division

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

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

REQUEST FOR PROPOSAL:	P14-228	BID ISSUE DATE:	12/08/14
BID DESCRIPTION:	COUNTYWIDE AUTOMATED UTILITY LOCATING SYSTEM (CAULS)		
BID OPENING DATE:	12/22/14	BID OPENING TIME:	2:00 P.M.
SUBMIT ONE ORIGINAL PLUS ONE COPY		BOND REQUIRED: NO	

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

TO ALL PROSPECTIVE PROPOSERS:

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

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

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

Proposals must be delivered and time stamped, prior to the public proposal opening date and time, to:	DU PAGE COUNTY PROCUREMENT SERVICES DIVISION 421 NORTH COUNTY FARM ROAD, ROOM 3-400 WHEATON, IL 60187-3978
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Any communication regarding this invitation between the date of issue and date of award is required to go through the Proposal Coordinator or the Buyer listed below (or, in the Buyers absence, the Procurement Services Supervisor). Unauthorized contact with other DuPage County or officers is strictly forbidden.			
BUYER:	Debby Thompson, CPPB	PHONE:	(630) 407-6184
EMAIL:	dthompson@DuPageCo.org		

FULL NAME OF PROPOSER	
PROPOSER CONTACT PERSON	
TELEPHONE NUMBER	

FACSIMILE AND/OR E-MAIL TRANSMITTED PROPOSALS WILL NOT BE ACCEPTED
PLEASE NOTE: Our proposal documents have changed; please review carefully.

PROJECT INFORMATION

PROJECT NAME:	COUNTYWIDE AUTOMATED UTILITY LOCATING SYSTEM (CAULS)
USER DEPARTMENT:	DuPage County Division of Transportation

EVENT:	LOCATION:	DATE:	TIME:
Deadline for Exceptions to Proposal Language and Specification Inquiries. MUST BE IN WRITING TO:	Must be submitted in writing to: dthompson@dupageco.org	12/11/14	3:00 p.m.
Response to Inquiries	Via E-mail	12/15/14	3:00 p.m.
Proposal Due	Procurement Services, Room 3-400	12/22/14	2:00 p.m.

√	SUBMITTAL CHECKLIST (PROPOSAL PACKET SHOULD BE RETURNED IN ITS ENTIRETY)
	ORIGINAL PROPOSAL
	FOUR (4) COPIES HARDCOPIES (PRINTED AND IN 3-RING BINDER)
	ADDENDA NUMBER ACKNOWLEDGED, IF APPLICABLE
	REFERENCES
	CERTIFICATION/PROPOSAL SIGNATURE AFFIDAVIT PAGE, COMPLETED, WITH SEAL (IF CORPORATION) NOTARY PUBLIC AND AUTHORIZED SIGNATURE
	COMPLETED VENDOR ETHICS DISCLOSURE FORM (SIGNED)
	COMPLETED IRS-Form W-9

AWARDED PROPOSER REQUIREMENTS	
EXECUTED AGREEMENT	DUE WITHIN 10 DAYS OF NOTICE OF AWARD
CERTIFICATE OF INSURANCE	DUE WITHIN 10 DAYS OF NOTICE OF AWARD

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

INSTRUCTIONS TO PROPOSERS

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

Businesses without Internet access may contact the Procurement Services Division of the County at (630) 407-6200 for these documents.

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

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

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

PROPOSAL REQUIREMENTS:

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

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

ALTERNATE/EQUAL PROPOSALS:

The specifications cannot cover precisely, all minute details of the equipment required. Therefore, for purposes of establishing a standard of quality, the items listed in the specification may state brand names, manufacturer's models, numbers, et cetera. The County of DuPage, for cost effective measures, standardizes on specific items; those bids will contain the language "NO SUBSTITUTIONS," and any alternative will not be considered. A generic or alternate brand product of equal specifications may be proposed as an alternative for the item identified unless "NO SUBSTITUTIONS" is indicated. However, in bidding the alternate item, the bidder must also attach manufacturer's printed specifications and literature.

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

Bidders are encouraged to submit cost-saving/value-added alternate bid pricing suggestions, such as rebates, creative lease agreements, extended warranty periods, trade-in allowances, or the availability of discounts for floor model or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the bid pricing as specified, allowing for clear evaluation and value-analysis by the County.

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

COMPETITION INTENDED:

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

DEVIATIONS:

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

EXCEPTIONS:

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

EXAMINATION BY PROPOSER:

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

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

ELECTRONIC TRANSMITTALS:

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

INTERPRETATION OF CONTRACT DOCUMENTS:

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

PREPARATION OF PROPOSALS:

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

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

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

exists between the unit prices and totals, the unit prices shall prevail. If a discrepancy exists between the total base proposal and the true sum of the individual proposal items, the true sum shall prevail.

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

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

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

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

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

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

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

SUBMISSION OF PROPOSALS:

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

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

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

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

PROPRIETARY INFORMATION:

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

CONTRACT AWARD INFORMATION:

The successful Proposer will be asked to sign a contract agreement (sample attached).

If the Proposer wishes to propose terms and conditions or alternative paperwork he must do so as an exception (see EXCEPTIONS above).

Award notification will be sent to the vendor receiving the award via mail or fax. Award status can be viewed at www.DemandStar.com.

Response summaries will be available over the Internet at www.DemandStar.com. This summary information will include offers that were delivered by the required proposal opening date and time.

The above proposal status information can also be obtained by contacting (630) 407-6200.

END OF INSTRUCTIONS TO PROPOSERS

GENERAL CONDITIONS

ADDENDUM AND SUPPLEMENT TO REQUEST FOR PROPOSAL:

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

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

APPLICABLE CODES AND ORDINANCES:

Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

CHANGES:

The County of DuPage reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County of DuPage and the successful Contractor.

Illinois law requires that changes in excess of \$10,000 or extensions greater than thirty (30) days must comply with the Criminal Code. The Procurement Services Division shall issue to the successful Contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

COMMENCEMENT OF WORK:

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

COMMUNICATIONS:

In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this solicitation, until a contract has been awarded, all requests for clarification or additional information regarding this solicitation, or contact with the County personnel concerning this solicitation or the evaluation process must be solely to the contact person listed on the cover page of this solicitation.

No contact regarding this document with other County employees or officers is permitted unless expressly authorized by the Buyer issuing the solicitation. A violation of this provision is cause for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:

It is agreed that any and all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.

CONTRACTOR PERFORMANCE:

The Instructions to Proposer, Bid Form, General Conditions, Special Conditions, contract specifications and

attached exhibits, together with the approved purchase order shall be incorporated in and become terms of the Contract. All items shall be supplied in strict accordance with the specifications. The Contractor's performance under the terms of the Contract shall be to the satisfaction of the County. Failure to comply with any statutory requirements shall be deemed a performance breach.

DRUG FREE WORKPLACE:

The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.

DISCIPLINE:

Nothing herein shall be construed to imply that the County of DuPage is retaining control over the operative details of the Contractor's work or the subcontractor's employee's work. The Contractor is assuming all oversight, and the Contractor is ensuring compliance with safety guidelines.

ENDORSEMENTS:

Contractor shall not use the name, seal or images of County of DuPage in any form of endorsement to any third-party without the County's written permission.

F.O.B.:

All goods are to be shipped prepaid, F.O.B. delivered and installed. The total price quoted by the Proposer must be the total cost delivered to the location(s) stated. Proposer must not qualify his proposal by stating a F.O.B. location other than such stated location(s). Shipments sent C.O.D. without County of DuPage's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

FORCE MAJEURE:

The County of DuPage shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented; i.e., droughts, floods, severe weather phenomena, et cetera.

HOLDING OF PROPOSALS:

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

INDEMNITY:

The Contractor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.

LAW GOVERNING:

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

LIENS, CLAIMS, AND ENCUMBRANCES:

Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

LOBBYIST REGISTRATION:

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

MSDS:

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

MISCELLANEOUS REQUIREMENTS:

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

NON-DISCRIMINATING:

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

PATENTS:

Contractor undertakes and agrees to defend at Contractor's own expense, all suits, actions, or proceedings in which the County of DuPage, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the County of DuPage whenever infringement will result from Contractor's adherence to specifications supplied by the County of DuPage or by an authorized County representative. Contractor further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage, its Officers, agents or employees therein.

PAYMENT:

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

PROTEST:

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

Any protest concerning the award of a contract shall be decided by the Procurement Manager. Protests shall be made in writing to the Procurement Services Division and shall be filed within three (3) business days of final approval and acceptance of the bid 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 ITB number, a statement of the specific reasons for the protest and supporting exhibits. The Procurement Manager will respond to the written protest within seven (7) days. The Procurement Manager's decision relative to the protest shall be final.

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

RESERVATION OF RIGHTS:

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

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

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

Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion and shall be made in the best interest of the County.

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.

TERMINATION, CANCELLATION AND DAMAGES:

Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any reason upon serving thirty (30) days' prior written notice upon the other party. Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Insurance and indemnity obligations shall survive termination.

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

TRANSFER OF OWNERSHIP OR ASSIGNMENT:

The terms and conditions of this contract shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments the County of DuPage must be notified and approve same in writing.

VENUE:

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

WARRANTY:

Complete warranty information detailing period and coverage must be submitted.

END OF GENERAL CONDITIONS

INSURANCE REQUIREMENTS

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

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

	TYPE OF INSURANCE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1.	Workers Compensation	Statutory
2.	Employers Liability	
	A. Each Accident	\$1,000,000
	B. Each Employee-disease	\$1,000,000
	C. Policy Aggregate-disease	\$1,000,000
3.	**Commercial General Liability ****	
	A. Per Occurrence	\$2,000,000
	B. General Aggregate	
	1. General Aggregate- Per project	\$2,000,000
	2. General Aggregate - Products/ Completed Operations	\$2,000,000
4.	Personal and Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000
5.	Fire Legal Liability (any one fire)	\$100,000
6.	Medical Expense (any one person)	\$10,000
7.	**Umbrella Excess Liability (over primary)	\$2,000,000*
	Retention for Self-Insured Hazards (each occurrence)	\$2,000,000*
8.	** Business Auto Liability ****	\$1,000,000

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

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

- NOTE:
- A) It is the responsibility of Contractor to provide a copy of this PROPOSAL to their insurance carrier.
 - B) It may also be required that the Contractor's insurer and coverage be approved by County prior to execution of the Contract.
 - C) No work shall be started until receipt of Certificate of Insurance.

The County of DuPage shall be named as additional 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
Debra J. Thompson, CPPB, Buyer
421 North County Farm Road
Wheaton, IL 60187-3978

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

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

CHANGES IN INSURANCE COVERAGE:

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

INSURANCE RATING:

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

SURVIVAL OF INDEMNIFICATION:

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

NOTICE OF LAWSUIT:

Within 5 days of service of process, the County shall notify the Contractor of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Contractor of its obligation to provide indemnification. However, the County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

CHOICE OF LEGAL COUNSEL:

The Contractor shall provide coverage as provided in the contract, if the County, an Employee, or Elected Official is named in a lawsuit then the County retains the right to choose legal counsel subject to the approval of the County and appointment by the State's Attorney of DuPage County.

RIGHTS RETAINED:

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

END OF INSURANCE REQUIREMENTS

SPECIAL CONDITIONS

ACCURACY DISCLAIMER:

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

ADDITIONAL MISCELLANEOUS REQUIREMENTS:

The Proposer is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title of interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the County. The County staff will not take delivery of any equipment or material. The Proposer shall have a representative on-site to receive any equipment or material delivered for this project.

CERTIFICATIONS/LICENSE REQUIREMENTS:

The Awarded Proposer shall secure and pay for all Certification and/or Licenses for the proper execution and completion of the services which are legally required file all notices, comply with all laws, rules, regulations and lawful orders bearing on the performance of the required services.

INSPECTIONS:

The County reserves the right to visit and inspect the premises and operation of any Proposer.

INVESTIGATION OF OFFERORS:

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

PARTS & MATERIAL:

Any parts or material that may be required due to the services requested under shall be provided at the Proposer's expense. Items that remain as part of the repair, installation or work provided are considered billable parts and material. The County will not pay for "trade consumables" which should be included as overhead in the prices. Any costs for factory support or manufacturer's authorized service will be the obligation of the successful Offeror.

PERMITS, FEES, AND NOTICES:

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

NON-EXCLUSIVITY:

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Proposer.

SUBCONTRACTORS:

All subcontractors shall be identified on the form contained herein. The County of DuPage reserves the right to reject any or all subcontractors.

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

END OF SPECIAL CONDITIONS

**PROPOSAL FORM
PROCUREMENT SERVICES DIVISION
PROPOSAL #P14-228**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

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

TO: The DuPage County Procurement Services Division

The undersigned certifies that he is:

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

herein after called the Proposer and that the all of the Partners of the Partnership, Officers of the Corporation or Member of the Limited Liability are as follows:

_____ (President, CEO, Partner or Member)

_____ (Vice-President, Partner or Member)

_____ (Secretary, Partner or Member)

_____ (Treasurer, Partner or Member)

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

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

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

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

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

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

The undersigned, by submission of this Offer, hereby agrees to be obligated, if selected as the Contractor, 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.

The undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with such requirements.

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

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

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

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:

Signature of Person Authorized to Sign

**CORPORATE SEAL
(If available)**

Printed Name

Title

Subscribed and sworn to before me this _____ day of _____ AD, 2014

(Notary Public) My Commission Expires: _____

**PROPOSAL MUST BE SIGNED AND NOTARIZED
FOR CONSIDERATION**

VENDOR ETHICS DISCLOSURE

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

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

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

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

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

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

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



Required Vendor Ethics Disclosure Statement

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

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

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

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

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

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

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

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

Lobbyists, Agents And Representatives And All Individuals Who Are Or Will Be Having Contact With County Officers Or Employees In Relation To The Contract Or Bid	Telephone	Email

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

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

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

The full text of the county's ethics and procurement policies and ordinances are available at <http://www.dupageco.org/CountyBoard/Policies/>

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

Authorized Signature

Printed Name

Title

Date

Page 1 of _____

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

**Request for Taxpayer
Identification Number and Certification**

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number		
	-	
	-	

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number		
	-	
	-	

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

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

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Please submit completed W-9 form with your Proposal

VENDOR'S SUBCONTRACTORS

FULL NAME OF VENDOR:	
CONTACT PERSON:	

SUBCONTRACTORS:

A. Will you employ subcontractors? _____
(YES) (NO)

B. If "YES", identify with each firm's name, address, telephone number and work to be subcontracted:

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

The Contractor will not change or use subcontractors not identified in this bid without prior written approval from the County of DuPage.

A request for a change in subcontractors shall be made in writing and will include a description of any savings that may be realized in the execution of this contract, and must be passed on to the County of DuPage.

**FAILURE TO PROVIDE SUBCONTRACTORS MAY BE JUST CAUSE
FOR REJECTION OF OFFEROR'S PROPOSAL.**

SAMPLE
DuPAGE COUNTY, ILLINOIS
AGREEMENT

PROJECT NAME: COUNTYWIDE AUTOMATED UTILITY LOCATING SYSTEM (CAULS)
FOR DuPAGE COUNTY

THIS AGREEMENT, made this ____ day of _____, 2014, by and between DuPage County, Illinois, hereinafter called "County" or "Owner" and _____ hereinafter called "Contractor".

WITNESSETH:

WHEREAS, the County has heretofore solicited bids for all work and improvements and for the doing of all things included within the specified project; and

WHEREAS, the County did on the ____ day of _____, 2014, find that the Contractor was the lowest responsive, responsible bidder for hereinafter specified work and did award the Contractor a contract for said work.

NOW, THEREFORE, for and in consideration of their mutual promises, covenants, undertaking and agreements, the parties hereto do hereby agree as follows:

ARTICLE I- Work To Be Done By Contractor

For and in consideration of the payments indicated in the Bid hereto attached, the Contractor shall at its own cost and expense perform all the work and furnish all the labor, material, equipment and other property necessary to do, construct, install, and complete all the work and improvements required, all in full accordance with and in compliance with and as required by the hereinafter specified contract Documents, including any and all Addenda for said work, and to do all other things required of the contractor by said contract Documents for said work.

ARTICLE II- Contract Documents

The contract Documents here named include all of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Invitation for Bids
2. Instructions to Bidders
3. General Conditions
4. Bid Form/Signature
5. Special Conditions of Contract
6. Special Terms and Conditions
7. Terms and Conditions
8. Agreement (This instrument)
9. Contract Drawings
10. Contract Specifications
11. Contract Special/Supplemental Conditions
12. All Bonds mentioned or referred to in the foregoing Documents
13. Any and all other Documents or Papers included or referred to in the foregoing Documents
14. Any and all Addenda to the foregoing: Nos. __, __, __, and ____

all of which documents are on file in the Office of the Procurement Manager, DuPage County Center, 421 North County Farm Road, Wheaton, Illinois 60187.

ARTICLE III-Contract Prices, Contract Sum and Payment

County shall pay to Contractor in current funds for the performance of the Work, subject to additions and deductions effected by Change Orders, the separate Contract Prices as stated in the bid proposal, not to exceed the total base bid contract sum,

namely: _____
_____ Dollars and _____ Cents \$ _____

In addition, the County shall pay to Contractor in current funds for providing Additional Items, over and above the base bid, as Ordered by the Engineer/Facilities Manager (County) in accordance with the prices stated in the bid proposal, not to exceed the total Items as Ordered by the County namely:

_____ Dollars and _____ Cents \$ _____

The Contract Price aforesaid constitutes the Contract Sum.

ARTICLE IV-Payment

The contractor shall receive and accept payments indicated in its Bid as full compensation or furnishing all materials and equipment and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County, and for all risks of every description connected with the work, and the whole thereof, in the manner and according to and in compliance with the Contract Documents and the requirements of the Engineer under them; also for any and all other things required by the Contract Documents. The Contractor is required to adhere to the prevailing wage provisions of the State of Illinois for wage rates and conditions prevalent in DuPage County, Illinois.

Quantities and totals of unit price items in the contractor's Bid and the resulting total price are approximate only, and are for the purpose of establishing the face amount of bonds to be provided by the Contractor. Payment of work covered by unit price items will be made on the basis of actual quantities of work complete in place as authorized and as measured as provided in the Contract Documents. Where applicable, any or all items listed under ITEMS AS ORDERED BY ENGINEER/FACILITIES MANAGER will be directly requested by the Engineer/ Facilities Manager, in writing, prior to any items used. The County may choose not to use any or all of the items listed under ITEMS AS ORDERED BY ENGINEER/FACILITIES MANAGER.

ARTICLE V- Contract Enforcement - Attorney's Fees

If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, then the County shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

ARTICLE VI - Severability Clause

If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

ARTICLE VII - Governing Law

This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement.

ARTICLE VIII-Conflict Between Component Parts of Contract

In the event that any provision in any of the following component parts of this contract conflicts with any provision in any other of the following component parts, the provision in the component part first enumerated below shall govern over any other component part which follows it numerically except as may be otherwise specifically stated. Said component parts are the following:

1. Addendum Nos. __, __, __, and __
2. Special Terms and Conditions
3. Terms and Conditions, which easement grants shall govern with respect to the other easement grants in the order in which they are listed herein.

4. Special/Supplemental Conditions
5. General Conditions of the Contract
6. Contract Specifications
7. Contract Drawings
8. Instructions to Bidders
9. Invitation for Bids
10. Bid Form
11. Agreement
12. Contract Special/Supplemental Conditions
13. Any and all other Document or Papers included or referred to the foregoing documents.

This Contract is intended to conform in all respects to applicable regulation, laws, ordinances, and statutes of the State of Illinois and governmental unit in which the work is to be constructed, and if any part or provision of this Contract conflicts therewith the said statute shall govern.

ARTICLE IX-Starting and Completion

The contractor shall substantially complete (as defined in the General conditions) **all of the work on the above cited project in accordance with the agreed upon completion date.** The contractor shall furnish and deliver to the county all things which are required of it by the Bidding Documents prior to the County’s issuing a Notice to Proceed.

All work covered under this agreement shall be substantially completed by the agreed upon completion date of _____.

ARTICLE X-Commitment

The County does hereby employ the said contractor to provide the materials and do all the work and do all other things hereinbefore mentioned according to the terms and conditions hereinabove contained or referred to for the prices aforesaid and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth or referred to in the Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

ARTICLE XI-Grant Funding

A portion or all of the above work may be subject to Illinois First Grant Funding. Section 5.4A of the Grant Agreement between the Illinois Department of Commerce and Community Affairs and DuPage County states:

“If any of the services to be performed under this Agreement are subcontracted, the Grantee shall include in all subcontracts covering such services, a provision that the Department and the Auditor General of the State of Illinois, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent books, documents, papers and records of any such subcontractor involving transactions related to this Agreement for a period of five (5) years from the later of the expiration or termination of this Agreement.”

ARTICLE XII-Liquidated Damages

The Contractor recognizes that if the Work is not completed on time, the County will suffer a financial loss. Therefore, Contractor further recognizes that payment of damages as specified in the General or Special Conditions herein are fair and reasonable, does not and will not constitute a penalty and may be assessed and recovered by the County for financial loss caused by delayed completion.

The County shall apply liquidated damages as stipulated in the Bid Documents for failure to complete the services within the specified, agreed upon completion date.

In effect, the State requires that your firm and any sub-contractors agree to make available for examination, your financial records covering services in conjunction with the construction of the above project for a five-year period.

END OF AGREEMENT ARTICLES

IN WITNESS WHEREOF, the parties of these presents have hereunto set their hands and affixed their seals, the day and year first above written.

Contractor Name _____

By _____ **(SEAL)**
(Signature of Officer)

Title _____

Date _____

Subscribed and Sworn to before me this _____ **day of** _____ **AD, 2014**

(Notary Public) **My Commission Expires:** _____

County of DuPage, Illinois

By: _____ **Date:** _____
Procurement Officer

By this signature, the Procurement Services Supervisor affirms that all submittals required have been provided by the Contractor in accordance with the conditions of the bid document.

IMPORTANT

Note: If the contractor is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign, his signature shall be paced above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto.

Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

**LATE PROPOSALS CANNOT BE
ACCEPTED!**

SEALED PROPOSAL

INVITATION #: P14-228
OPENING DATE: 12/22/14
OPENING TIME: 2:00 P.M.
DESCRIPTION: COUNTYWIDE AUTOMATED
UTILITY LOCATING SYSTEM (CAULS)

DATED MATERIAL - DELIVER IMMEDIATELY

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

**LATE PROPOSALS CANNOT BE
ACCEPTED!**

Countywide Automated Utility Locating System (CAULS)

For

DuPage County

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INTRODUCTION

The County of DuPage is seeking proposals from interested software application vendors to propose, install, train and provide ongoing maintenance, and support for an Automated Utility Locate Ticket Management System. For the purposes of this Request For Proposal, this system will be referred to as the Countywide Automated Utility Locate System (CAULS). The CAULS software needs to be based on current technology, industry standards, and be able to be easily expanded in the future.

Vendor qualifications should include:

- Prior automated utility locating ticket experience, preferably in a public sector agency comparable in size and complexity as the County; and
- Prior automated utility locating ticket experience in a Host or Cloud Platform; and
- Proven project management skills and experienced staff.

The County desires to award this project in December, 2014, with completion of this project in the most cost effective and professional manner possible. It should be noted:

1. This Request for Proposal (RFP) is a request for software access, training, and implementation services. As such, vendors must propose a complete solution that includes all system, implementation services, and training for a fully functional Countywide Automated Utility Locating System (CAULS) as outlined in this RFP.
2. Vendors must have the legal right to legally license all system components of the proposed CAULS.
3. The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP or if the proposals themselves are judged not to be in the best interest of the County. The County reserves the right to meet with vendors at any time to gather any additional information, as required.
4. All inquiries concerning this procurement are to be directed via Email to: Debby Thompson, CPPB @ dthompson@dupageco.org. Attempts to contact County personnel during this procurement are strictly prohibited and may result in disqualification.
5. Vendors shortlisted for interviews and system demonstrations agree to be available on dates specified by the County.

BACKGROUND

The County of DuPage (County) has a current population estimated to be approximately 920,000, making it the second most populous county in Illinois. The service area includes 340 square miles of land/water, including 220 centerline miles of roadway and 92 trail miles with public utilities (water and sanitary sewer only) that service a population of approximately 37,000.

Currently, approximately 10,000 locating tickets per year are received from the Joint Utility Location Information for Excavators (J.U.L.I.E.) at the County's Public Works Utility Dispatch Center. The County is presently processing these tickets manually. This manual

system is effective but inefficient, and does not meet the County's overall strategy to improve the level of service across all County departments.

The County of DuPage is interested in providing underground utility locating services for the following:

- Electric
- Sanitary Sewer
- Water Supply
- Fiber Optic
- Traffic Signal
- Street lighting
- Storm sewer (Stormwater Engineering)

The County of DuPage has a statutory obligation to locate or respond to all locate requests within 48 hours from the time the call was placed. Failure to locate utilities timely and correctly could result in service interruptions and damage to the utilities.

TECHNICAL BACKGROUND

- The County of DuPage currently has a 45 MB internet circuit through AT&T which will soon be upgraded and load balanced with a 200 MB Comcast circuit.
- The County currently uses Exchange 2010 for an 'on premise' email system and is currently in the process of moving to a hybrid environment with Microsoft's O365 product
- The County has standardized on Windows 7 Enterprise for desktops and laptops and Office 2010 Pro Plus for our Office applications.
- The County has a variety of smart phones, including Android, iOS and Windows devices.
- The County utilizes Cisco AnyConnect for our VPN Client
- Geographic Information System (GIS) – Utilizes ESRI Desktop, Server, and ArcGIS Online Software Applications and Microsoft SQL database.
- NOTE: The County will also be providing all client PCs and laptops.

PRESENT TICKET SYSTEM PROCESS

PUBLIC WORKS:

- 1) The Department of Public Works (PW) received approximately 10,000 locate request tickets from J.U.L.I.E. for 2013.
- 2) Excavator calls J.U.L.I.E. 48 hours before excavation.
- 3) J.U.L.I.E. routes locate tickets via e-mail to Public Works.
- 4) PW staff verifies sorts and prioritizes tickets based on J.U.L.I.E. priorities.
- 5) PW staff locates facilities in the field.
- 6) J.U.L.I.E. tickets are closed out from hard copies the end of each week.

DIVISION OF TRANSPORTATION:

- 1) The Division of Transportation (DOT) is NOT on the J.U.L.I.E. system for traffic signals and related equipment, street lighting and/or storm sewer.
- 2) DOT received approximately 225 locate request tickets directly from contractors for 2013.
- 3) DOT reception staff takes the location request from the contractors via phone and e-mail, including copy of J.U.L.I.E. ticket(s).
- 4) DOT reception staff contacts DOT's electrical signal maintenance contractor with location and work information via phone and fax.
- 5) DOT's electrical maintenance contractor provides their ticket tracking number and schedules the locate date/time 48 hours from request date/time.
- 6) DOT's electrical maintenance contractor performs the locate of DOT's street lighting and traffic signal equipment.
- 7) DOT estimates 20,000 location ticket requests from J.U.L.I.E. for 2015.

PUBLIC WORKS – DRAINAGE: Facilities are NOT on the J.U.L.I.E. system and not currently located.

STORMWATER: Facilities are NOT on the J.U.L.I.E. system and not currently located.

1.0 PURPOSE AND KEY FUNCTIONAL REQUIREMENTS

1.1 PURPOSE

The main purpose of this Request for Proposal (RFP) is to provide necessary background information on the project to prospective vendors. Respondents to the RFP will provide detailed information to the County regarding the quality and characteristics of their system, as well as their qualifications to perform the tasks required on this project. Responses should also include costs for: 1) System configuration and licenses, 2) Implementation services, 3) Training, and 4) Maintenance and Support, and 5) Processing Costs/Fees. Alternate cost proposals will be considered which may include annual fee or per ticket based charges. Vendors who are found to have system and qualifications most suitable for the County's project (as determined by an RFP evaluation team), will be short-listed and may be requested to demonstrate their system in an interview setting. The County may also desire to test a system in its work environment to make sure all the required functions work as indicated.

1.2 KEY REQUIREMENTS

The following table lists some of the key requirements desired by the County in a CAULS system. The table is for a Host/Cloud based platform. The vendor is requested to indicate proposed system compatibility and availability either in this table format or a brief two (2) page maximum description of the proposed solution which fulfills the intent of this RFP. Additional functions and features not listed on the tables below can be proposed and explained. Note that the County has included additional text explaining some of the desired functions following the tables.

Application Service Provider (ASP) Platform

Key Requirements	Meets Requirement	Partially Meets Requirements	Requirement in Development	Requirement Not Met	Proposer Written Description of How Proposed System Does or Does Not Fulfill Requirement
<u>Functional Requirements:</u>					
1) Viewing Tickets as Printed					
2) Automated Geographic Ticket Routing					
3) Emergency Alert					
4) GIS Integration					
5) Application Security					
a. User Level					
b. Utility					
6) Positive Response					
7) Reporting Function					
8) Archiving and Records - 2 Years					
9) Advance Searches					
10) Ability to Attach to Documents					
11) New Comments Stated First					
12) Supervisory Option to Re-assign Tickets					
13) Prioritization Based On Date Received					
14) Code listing on Ticket or Easy Access					
15) Redundant Capability					
<u>Technical Requirements:</u>					
1) Microsoft Windows Internet Explorer 10.0 Or >					
2) Microsoft Windows 7 Client Compatible Or >					
3) Office 2010 Pro Plus/Exchange 2010 integration					
4) Android, iOS and/or Windows Mobile					
5) Platform: Hosted or Cloud Based					
6) Data Encryption					

Explanation of County desired functions:

1. **Viewing Tickets as Printed:** Users have the ability to view ticket information as received from J.U.L.I.E.
2. **Automated Ticket Routing:** System automatically splits each ticket and routes it based upon each utility's routing criteria. The County has six (6) separate utilities, (electric, fiber optic, water, sanitary sewers, storm sewer, & traffic signals), and uses different geographic areas to assign field locators. Each utility needs the capability to modify the geographic routes used to assign tickets to field crews. Present geographic routing is performed as follows:
 - Electric / Fiber Optic: North, Central & South
 - Water / Sanitary Sewers: North & South
 - Storm Sewer: North & South
 - Street Lighting: Entire County
 - Traffic Signals: Entire County
3. **Emergency Alert:** System automatically alerts users when a ticket is received that requires emergency attention as assigned by J.U.L.I.E.
4. **GIS Integration:** System interfaces with County's ESRI ArcGIS Geographic Information System (GIS) Software and Geodatabase. Vendor software presents a geographic display of where tickets are located through relating point features and or polygon features via a unique database ID. These features can be added through address locations or Latitude Longitude (XY) or Manual Placement. Ticket and geographic information could be viewed on one screen.
5. **Application Security:**
 - a) **User Level:** Levels of access can be assigned by user group (Administrator rights/, Create, Modify, Delete rights/ Read-Only, View rights).
 - b) **Utility:** Levels of access can be assigned by utility.
6. **Positive Response:** System complies with current J.U.L.I.E. positive response guidelines. System automatically notifies required entities after a utility locate has been completed/cleared.
7. **Reporting Function:**
 - a) The system has standard and ad hoc report generation. Vendors must specify what standard reports are provided and describe the ad hoc reporting capabilities, including the requirement for any third party system. (See Item 2.12)
 - b) Reports can be previewed before printing.
 - c) Reports can be requested on demand, either on-line or hardcopy.
 - d) Reports can be exported into Microsoft Office 2010.
 - e) Customized report capability.
 - f) System automatically prints, emails or saves reports on a scheduled basis.
8. **Archiving and Records - 2 Years:** Archive record retention must be performed annually,

and the vendor must supply a backup medium for each year. A minimum of 2 years of data is required to be archived on the system.

9. **Advance Searches:** System should support on-line search by a variety of fields (customer name, address, ticket #, etc.).
10. **Ability to Attach to Documents:** System has the ability to attach other electronic documents to the tickets.
11. **New Comments Stated First:** System lists ticket comments based on the most recent listed first at top of screen.
12. **Supervisory Option to Re-assign Tickets:** The system allows utility personnel to re-assign individual tickets and “override” the way they are normally routed.
13. **Prioritization Based On Date Received:** System provides alerts when a ticket is nearing the 48-hour time limit for a response. User customizable options may allow for red, yellow, and green or some other priority coding to group the tickets based on age of open tickets.
14. **Code listing on Ticket or Easy Access:** A listing of the code definition that defines the ticket items should be readily available to the user.
15. **Redundant Capability:** Application has the capability of using redundant databases in the case the primary database fails.

TECHNICAL REQUIREMENTS:

1. **Microsoft Internet Explorer 10.0 Compatible Or > :** System must be compatible with Microsoft Internet Explorer software.
2. **Microsoft Windows 7 Client Compatible Or > :** System must be Microsoft Windows 7 Client compatible or greater.
3. **Office 2010 Pro Plus / Exchange 2010 – 2013:** System must be able to integrate with Office 2010 Pro Plus /Exchange 2010/2013.
4. **Smart Phone Compatible for Mobile Access:** System must be accessible from mobile devices/tablets.
5. **Backup and Restore Capability:** System must be backed up and recoverable at frequent intervals.
6. **Data Encryption:** Vendors must use SSL for data encryption or describe what other data encryption technology is being used.

Other general features include:

- A solution that is based on an open systems design architecture and industry standards.

- A solution that can effectively handle the anticipated volume of users and activity in reasonable and industry standard time frames. Utilization of relational database software to facilitate integration of, and ease of access to, information from a wide variety of applications and users. Microsoft SQL server is the preferred database of choice.
- A well-integrated suite of applications, which will streamline entry and use of information and provides flexibility to adapt/evolve processes to changing requirements and technology.
- Applications that can easily interface with automation and office tools, specifically Exchange 2010 or greater and Office 2010 or greater.
- Built in security, audits, and controls to provide the ability to ensure appropriate use of the system and all information.

2.0 GENERAL CONDITIONS

2.1 SUBMISSION REQUIREMENTS

To facilitate evaluation of the proposals, the entire proposal must be submitted in hard copy. The proposal is to include a contact person and telephone number, fax number, and e-mail address.

1. Technical Proposal (5 hard copies and 1 original signed copy)
2. Price/Cost proposal (5 hard copies and 1 original signed copy)

NOTE: E-mail submissions are NOT acceptable.

The Technical and Price/Cost proposals must be presented in a professional manner

2.2 PROPOSAL FORMAT

Proposals shall be prepared as simply as possible and provide a straightforward, concise description of the vendor's capabilities to satisfy the requirements of the RFP. Emphasis shall be concentrated on accuracy, completeness, and clarity of responses. All parts, pages, figures, and tables shall be numbered and clearly labeled.

Vendors are required to address and submit proposals as follows:

**DuPage County Procurement Services
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978**

The Technical Proposal must not contain any cost information.

A suggested format is presented below along with the minimum information that should be contained in each section. Each section should be clearly identified and contain all of the information necessary to respond to the information required without reference to any other part of the proposal. **The responses should emphasize services and experiences that most closely match those requested by the County of DuPage. Additional relevant information is welcome.** While the vendor should provide enough information to fully respond to each section, proposals should be concise as possible.

The vendor's response must demonstrate an understanding of the requirements by providing what was requested or citing how the vendor has achieved the requirements in its normal business practices.

2.4.1 Transmittal Letter

Include a cover letter summarizing your understanding of the RFP. Indicate who will be the Vendor's authorized representative; give name, title, address, e-mail address, phone and fax. The person identified shall be empowered to make binding commitments for the Vendor.

2.4.2 Executive Summary

This part of the response for the RFP shall be limited to a brief narrative highlighting the Vendor's overall proposal and a summary of the features and benefits of the proposed solution. The summary shall minimize technical jargon and shall be oriented toward non- technical personnel. This section shall **not** contain cost or price quotations.

2.4.3 Proposal Format

Provide a Statement of Interest, maximum length of two (2) pages, which addresses how the Vendor will meet the Key Requirements listed in Section 1.2.

2.5 COMPANY BACKGROUND

Vendors shall provide the following information about their company and any third-

party/subcontractor included in the Vendor's solution. The County, at its option, may require a Vendor to provide additional support and/or clarify requested information.

Vendors shall outline their company's background, including:

1. How long the company has been in business
2. A brief description of the number employees working for the company
3. How long the company has been selling the proposed software/hardware to public sector clients

2.6 EXCEPTIONS TO THE RFP

If the Vendor takes exception to any requirement in this RFP, such exceptions must be listed in the proposal. All exceptions shall be clearly identified in this section by reference to section and page number of the RFP and written explanation shall include the scope of the exceptions, the ramifications to the County and the description of the advantages or disadvantages to the County as a result of these exceptions. The County, in its sole discretion, may reject any exceptions or specifications within the proposal.

2.7 WARRANTY

A warranty is required for the software and implementation services and the System.

- 1) **Software** - The software license must warrant that the proposed software will conform in all material respects to the requirements and specifications as stated in the RFP. That is, the detailed requirements as stated in this RFP will become part of the software license agreement and will be warranted as such. The selected Vendor must warrant that the content of its proposal accurately reflects the software's capability to satisfy the functional and technical requirements as included in this RFP. Furthermore, the warranty, at a minimum, shall be valid for the duration of the implementation and until final acceptance of all modules/suites/applications included in the implementation.
- 2) **Implementation Services** - The County also requires warranty for implementation services (i.e. work products and system configuration), for a minimum of 12 months after the system acceptance date of the complete system.
- 3) **System** - The System must operate as it did at acceptance for at least one year. Vendors shall indicate compliance with the Warranty requirements.

2.8 ACCEPTANCE CRITERIA AND TEST PLAN

Specific mutually agreeable criteria (the Acceptance Criteria) for successful System operation will be established during the contract negotiation process, taking into account the County's functional and technical specifications and the Vendor's proposal. The selected contractor will be required to prepare an Acceptance Test Plan, for the County's review and approval, based on the Acceptance Criteria. The selected Vendor will also be required to actively participate with appropriate County personnel in testing the functionality and performance of the proposed System to ascertain conformance with the Acceptance Criteria before the System

will be accepted by the County.

Vendors should indicate compliance with the Acceptance Criteria and Test Plan requirements.

3.0 COST

Cost proposal shall be all inclusive to implement an operational system. Costs may be based upon an annual or per ticket basis.

Vendors are responsible for the mathematical accuracy of their cost proposals.

3.1 PRICING INSTRUCTIONS

Vendor pricing shall be valid for a minimum of six (6) months after proposal submission to the County. In addition, items such as costs, hours, system warranty, implementation systems warranty, the utilization of payments based on milestone/ deliverables and retainage, maintenance and support fees, and other items are expected to be negotiated before final award. This procurement involves negotiated application(s) and professional services contracts. As such, the County will negotiate with vendors throughout the procurement to get the best price and business terms. The Vendor's total cost for the proposed application and services shall incorporate all software, training, and related services necessary to provide the required functionality and system performance required by the County. **This is a not-to-exceed award.**

Vendors are specifically responsible for the mathematical accuracy of their submissions.

4.1 EVALUATION METHOD

The County will evaluate all proposals deemed responsive to this RFP. Following the evaluation of the written proposals and discussions, the responses will be ranked to establish the highest scored responses. After software demonstrations and site visits, discussions and negotiations may take place with the short-listed Vendors to ensure clarification, refinement of scope and cost, and to determine the best and final proposal. The County will then conduct contract negotiations with the selected vendor to secure the best procurement for the County.

4.2 SELECTION CRITERIA

The County desires to procure a functionally complete, technologically sound, and cost effective Countywide Automated Utility Locating System (CAULS). Responses to the RFP will be evaluated based on the following:

EVALUATION CRITERIA	PERCENTAGE
PROPOSED SOLUTION: Functionality	25
REFERENCES: Relevant Experience, Project Team and Financial Viability	10
TECHNICAL REQUIREMENTS:	15
COST	50
TOTAL:	100