



# 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:	P16-029-GV	PROPOSAL ISSUE DATE:	1/12/16
PROPOSAL DESCRIPTION:	TITLE COMPANY SERVICES		
PROPOSAL OPENING DATE:	2/2/16	PROPOSAL OPENING TIME:	1:00 p.m.
SUBMIT 1 ORIGINAL PLUS 2 COPIES		BOND REQUIRED: NO	

PROPOSAL RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC PROPOSAL OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. 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.

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:	<b>DU PAGE COUNTY PROCUREMENT SERVICES DIVISION</b> 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 staff or officers is strictly forbidden.**

BUYER:	Glenda Vasak	PHONE:	(630) 407-6190
EMAIL:	Glenda.Vasak@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 bid documents have changed; please review carefully.**

**COUNTY OF DU PAGE, ILLINOIS**

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**PROJECT INFORMATION**

<b>PROJECT NAME:</b>	<b>TITLE COMPANY SERVICES</b>
<b>USER DEPARTMENT:</b>	<b>COMMUNITY SERVICES</b>

<b>EVENT:</b>	<b>LOCATION:</b>	<b>DATE:</b>	<b>TIME:</b>
Deadline for Exceptions to Proposal Language and Specification Inquiries. MUST BE IN WRITING TO:	Must be submitted in writing to: <a href="mailto:BidInformation@DuPageCo.Org">BidInformation@DuPageCo.Org</a>	1/21/16	1:00 p.m.
Proposal Due	Procurement Services, Room 3-400	2/2/16	1:00 p.m.

√	<b>SUBMITTAL CHECKLIST (PROPOSAL PACKET SHOULD BE RETURNED IN ITS ENTIRETY)</b>
	ORIGINAL PROPOSAL INCLUDING ALL ITEMS REFERRED TO IN RFP
	TWO (2) COPIES
	ADDENDA NUMBER ACKNOWLEDGED, IF APPLICABLE
	PROPOSAL PRICING (INCLUDING UNIT PRICES, WHERE REQUIRED)
	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

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

**INSTRUCTIONS TO PROPOSERS**

**ON-LINE NOTIFICATION OF SPECIFICATIONS:**

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

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

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

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

**ON-LINE PROVIDER DISCLAIMER:**

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

**PROPOSAL REQUIREMENTS:**

All proposals must include 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.

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

**EXCEPTIONS:**

Exceptions will be considered up to the deadline listed in Project Information. Exceptions must be fully described, on the Proposer's letterhead and signed; exceptions must reference the proposal number and the specification, contract term or other portion of the Request for Proposal which is being excepted. 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.

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## COUNTY OF DU PAGE, ILLINOIS

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### **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 with the attached proposal form. 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.

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.

### **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](http://www.DemandStar.com). Response summaries will be available over the Internet at [www.DemandStar.com](http://www.DemandStar.com). This summary information will include offers that were delivered by the required proposal opening date and time.

**END OF INSTRUCTIONS TO PROPOSERS**

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# COUNTY OF DU PAGE, ILLINOIS

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## 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](http://www.DemandStar.com). Adobe Acrobat® Reader may be required to view this document. We strongly suggest that you check for any addenda a minimum forty-eight hours (48) in advance of the proposal deadline.

### **CHANGES:**

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

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

### **COMMENCEMENT OF WORK:**

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

### **COMMUNICATIONS:**

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

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

### **CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:**

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

### **CONTRACTOR PERFORMANCE:**

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

### **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.

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### **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.

### **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.

### **INDEMNITY:**

The Contractor shall, at all times, fully indemnify, hold harmless, and defend the County and their 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 and their 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. Pursuant to Illinois law, the attorney representing the County, under this paragraph, must be the State's Attorney, in accordance with the applicable law. The County's participation in its defense shall not remove Contractor's duty to indemnify, defend, and hold the County harmless, as set forth herein. 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.

### **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.

### **MISCELLANEOUS REQUIREMENTS:**

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

### **NON-DISCRIMINATING:**

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

### **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

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accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and **any statute of limitations to the contrary is hereby waived.**

### **PROTEST:**

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

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

### **RESERVATION OF RIGHTS:**

The County of DuPage reserves the right to reject any or all proposals failing to meet the County's specifications or requirements and to waive technicalities. The factors upon which proposals will be evaluated and the relative importance of each are stated in this document.

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

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

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

### **TAX:**

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

### **TERMINATION, CANCELLATION AND DAMAGES:**

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

### **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.

**END OF GENERAL CONDITIONS**

**SPECIAL CONDITIONS**

**ACCURACY DISCLAIMER:**

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

**NON-EXCLUSIVITY**

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

**PROPOSER'S RESPONSIBILITY FOR SERVICES PROPOSED**

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

**QUANTITIES:**

The County reserves the right to increase or decrease the quantities shown herein at any time during the life of the contract to correspond to the actual needs of the County.

**CONTRACTOR QUALIFICATIONS:**

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

**END OF SPECIAL CONDITIONS**



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### INSURANCE REQUIREMENTS

Upon notice of acceptance of RFP, the successful Offeror shall, within thirty (30) calendar days of said notice, furnish to the Purchasing Agent a certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to the County licensed to do business in the State of Illinois, and with a minimum insurance rating of A:VII as found in the current edition of A M Best's Key Rating Guide. **All required insurance shall be maintained by the Offeror 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 Offeror is responsible for all insurance deductibles and Self-Insured Retentions.

TYPE OF INSURANCE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1 Professional Errors and Omissions	\$1,000,000 incident  \$3,000,000 aggregate

**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 Offeror, at their sole expense, insurance coverage for the Offeror, its employees, officers and independent Offerors, as follows:

- NOTE: A) It is the responsibility of Offeror to provide a copy of this RFP to their insurance carrier.  
B) It may also be required that the Offeror'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.

Insurance certificates shall also reference project name and RFP NUMBER. Certificates should be faxed (and hard copy mailed) to:

DuPage County Procurement Services Division  
Glenda Vasak, Buyer  
421 North County Farm Road  
Wheaton, IL 60187-3978

TX: (630) 407-6190  
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 Offeror will immediately notify the County if any insurance has been cancelled, materially changed, or renewal has been refused and the Offeror 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 Offeror 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 Offeror shall accept and bear all costs that may result due to the Offerors failure to provide and maintain the required insurance.

#### **INSURANCE FINANCIAL STRENGTH RATING:**

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

#### **SURVIVAL OF INDEMNIFICATION:**

The indemnification described above shall not be limited 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 Offeror of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Offeror 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.

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**CHOICE OF LEGAL COUNSEL:**

The Offeror 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

**PROPOSAL #P16-029-GV**  
**TITLE COMPANY SERVICES**  
**Request for Proposals – Procurement by Competitive Proposal**  
**DuPage County, Illinois**  
**Community Development Block Grant – Disaster Recovery**

**PURPOSE:**

To solicit competitive proposals for the purpose of awarding a contract to a responsive and responsible Respondent to handle the closings for property acquisitions and buy-outs and to issue title insurance. In accordance with Federal requirements, this Request for Proposals will be publicized and proposals will be solicited from an adequate number of qualified sources. Any responses to the Request for Proposals will be honored to the maximum extent practical.

**BACKGROUND:**

DuPage County has published an Action Plan and subsequent amendments (herein “Action Plan”) for the purpose of receiving a Community Development Block Grant-Disaster Recovery Grant (CDBG-DR) in the amount of \$31,526,000 in accordance with the Disaster Relief Appropriations Act, 2013 (Public Law 113-2). This grant is being made available through the U.S. Department of Housing and Urban Development (HUD) to assist disaster recovery efforts in response to declared major disasters occurring in DuPage County in 2013. These funds can be used only for specific disaster recovery-related purposes. DuPage County’s Action Plan can be viewed in its entirety at <http://www.dupageco.org/cdbg-dr/>

Through this Action Plan, DuPage County anticipates purchasing up to fifty properties between January, 2016 and June, 2019. Although these properties are scattered across DuPage County, the majority of the properties are located in Lisle, Oak Brook, Westmont, Lombard, Winfield, Carol Stream and Wheaton.

**REQUEST:**

Respondents are invited to submit a proposal describing their ability to conduct property closings and provide title insurance to DuPage County in accordance with the following requirements. Contract discussion and negotiation will follow selection of a proposal.

**SPECIAL REQUIREMENTS:**

1. Selected respondent will be required to use the closing statement template on Pages 28-30.
2. Selected respondent will be required to enter into the Contract similar to example on Pages 19-27
3. Selected respondent must meet the insurance requirements stated on Pages 9-10.
4. Selected respondent may be required to waive the tender of survey at closing, with the understanding that no final title policy will be issued until the survey is delivered. Also note that if closings are to occur on contiguous parcels, the final title policy may be for an assemblage rather than individual parcel.
5. Selected respondent will be required to hold funds on behalf of DuPage County for the payment of closing costs under an escrow agreement acceptable to DuPage County
6. Selected respondent must provide each document requested in the below table of Evaluation Factors

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**EVALUATION FACTORS AND RELATIVE IMPORTANCE:**

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

Factor	Description	Relative Importance	Please submit
Eligibility	<p>We must determine that the respondent is not excluded from working with Federal funds and is in good standing with the State of Illinois, if applicable</p> <p>We must determine if the respondent carries (or will be able to carry) insurance that meets DuPage County minimum requirements as shown on the attached Exhibit C.</p>	Minimum requirement – no respondent considered without meeting this threshold	<p><b>A cover letter</b> on business letterhead stating legal name of respondent, tax ID number, contact information, names of major stockholders, corporate officers, all states and/or other addresses where respondent conducts business, names of any other businesses owned or operated by corporate officers, names of staff members who will work on this project. Letter should contain original signature of individual authorized to submit the proposal.</p> <p><b>Documentation</b> that respondent meets insurance requirements or statements as to how requirements will be met prior to contract signing.</p>
Experience	We must determine respondent's ability to perform real estate closings and provide title insurance under the requirements of this RFP.	30 points	<p><b>Statement</b> regarding respondent's willingness to use the attached closing statement template, willingness to enter into the attached Contract, and willingness to waive tender of survey at closing, if necessary.</p> <p><b>A summary</b>, not to exceed two pages, stating respondent's experience conducting real estate closings and issuing title insurance and including information about previous real estate closing work done for a governmental entity, if any, and specifically addressing any experience with hazard mitigation buyouts and/or grant funded acquisitions</p> <p><b>A copy of the Escrow Agreement</b> that will be utilized for the holding of DuPage County funds for the payment of closing costs for the transactions. (Purchaser's funds to be provided by County-issued check on day of closing.)</p>

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Capacity	We must determine respondent's ability to complete the project on time.	20 points	<p><b>Staffing plan</b> for project, including a description of the qualified support personnel available at time of closing (e.g. underwriter, title examiner, attorney)</p> <p><b>Resumes</b> of all staff who will work on the project, including closing experience with commercial and/or residential closings. DuPage County anticipates these transactions will be more similar to commercial closings.</p>
Cost	We must determine that project can be completed within the financial constraints of the funding.	20 points	<p><b>Statement of proposed costs, both for closings and any costs associated with the closing cost escrow account.</b> This should be based on the rate for title insurance (including charges for updating policies and performing quickie title/tract searches) and all charges for a "New York-style" escrow closing. DuPage County would anticipate the title policies to be only for the unimproved land, as any structures on the property will be demolished shortly after closing. Please also note that DuPage County does not pay recording fees.</p>
Closing Logistics	We must determine that the closings can be carried out in a location and manner convenient to both the County and the sellers.	10 points	<p><b>Statement</b> regarding locations of offices that could be utilized for the closings. Closing locations must be available within 10 miles of municipality in which homeowner resides OR title company must be willing to close transaction at County complex in Wheaton.</p> <p><b>Statement</b> regarding on-line availability of closing document forms, either for downloading or in a writeable/printable format.</p>
Minority and/or Women's Businesses	Proposals submitted by documented minority or women's business enterprises will be given special consideration.	5 points	<p>If you are asking for special consideration under either of these categories, you must:</p> <p>Already be registered as a minority or woman owned business with DuPage County Community Development; OR</p> <p>Provide proof of MBE/WBE certification with the City of Chicago, the Illinois Department of Central Management or by the Chicago/National Minority Supplier Development Council, Inc.; OR</p> <p>Provide the required DuPage County documentation with your proposal (please visit <a href="http://www.dupageco.org/cdc/">http://www.dupageco.org/cdc/</a> (follow link on left for Minority and Women Contractors).</p>

**COUNTY OF DU PAGE, ILLINOIS**

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**PROPOSAL FORM  
PROCUREMENT SERVICES DIVISION  
PROPOSAL P16-029-GV**

(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)

*(If additional Officers, Partners, or Members, list on an attached sheet.)*

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

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

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

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

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

**COUNTY OF DU PAGE, ILLINOIS**

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

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

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

**PROPOSAL AWARD CRITERIA:**

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

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

**X**

\_\_\_\_\_  
(Signature and Title)

**CORPORATE SEAL**  
(If available)

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ AD, 201\_\_

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

**VENDOR ETHICS DISCLOSURE**

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

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

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

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

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

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

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

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


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

**Multi-year contracts:** Those contracts with duration greater than 12 months require annual updates, to be filed by the vendor with the user department, and forwarded to Procurement. The reporting period should be through December 31st of the current year, and received by the user department with 10 business days of that date

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



**COUNTY OF DU PAGE, ILLINOIS**

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

**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.**

# COUNTY OF DU PAGE, ILLINOIS

Form <b>W-9</b> (Rev. December 2014) Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2>	Give Form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
	2 Business name/disregarded entity name, if different from above
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.)
	6 City, state, and ZIP code
	7 List account number(s) here (optional)
	Requestor's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number [ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ]
OR
Employer identification number [ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

**Part II Certification**

Under penalties of perjury, I certify that:

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

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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**General Instructions**

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

**Purpose of Form**

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

PLEASE SUBMIT W9 FORM WITH YOUR PROPOSAL

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**COUNTY OF DU PAGE, ILLINOIS**

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AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS  
AND \_\_\_\_\_  
FOR PROFESSIONAL TITLE INSURANCE, REAL ESTATE CLOSING AND ESCROW SERVICES

This Professional Service Agreement (“AGREEMENT”), is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and \_\_\_\_\_, licensed to do business in the State of Illinois, with offices at \_\_\_\_\_; (hereinafter referred to as the TITLE COMPANY). The COUNTY and the TITLE COMPANY are hereafter sometimes individually referred to as a “party” or together as the “parties.”

**R E C I T A L S**

**WHEREAS**, the Illinois General Assembly has granted the COUNTY authority to engage in activities for the purpose of controlling and mitigating the effects of damaging flood waters, and to provide improved stormwater management (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062, 5/5-1062.3, 5/5-15001, et seq., and ); and

**WHEREAS**, the COUNTY is further authorized by the above-cited statutes to enter into agreements with third parties for the purpose of carrying out the above-identified activities; and

**WHEREAS**, the County received Community Development Block Grant Disaster Relief (CDBG-DR) from the U.S. Department of Housing And Urban Development (HUD), which CDBG-DR funds may be used for flood hazard mitigation activities including the voluntary buyouts and acquisitions of qualifying parcels; and

**WHEREAS**, the COUNTY has identified parcels throughout DuPage County which qualify for buyout and acquisition under the CDBG-DR grant; and

**WHEREAS**, pursuant to the CDBG-DR grant conditions, and using CDBG-DR grant funds, the County may, potentially, purchase more than thirty (30) flood-prone parcels; and

**WHEREAS**, in order to accomplish the buyouts and acquisitions under the CDBG-DR grant, the COUNTY requires professional services: i) to insure title for real property acquired by the COUNTY using CDBG-DR grant funds; ii) to act as a real state closing agent; and iii) to maintain funds in escrow, as needed, for the COUNTY’s acquisition activities; and

**WHEREAS**, the TITLE COMPANY has experience and expertise in these areas, is in the business of providing such professional services, and is willing to perform the required services pursuant to this AGREEMENT and the various terms and assignments set forth in the several additional documents which comprise the COUNTY’s Request for Proposal designated RFP-16-029-GV; and

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

**1.0 INCORPORATION AND CONSTRUCTION.**

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

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## COUNTY OF DU PAGE, ILLINOIS

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- 1.3 The various documents that comprise DuPage County's Request for Proposal RFP16-029-GV ("RFP") shall be deemed incorporated herein and a part thereof together with the terms and conditions of IEMA HGMP Assistance Agreement FEMA-DR-4116-IL, which are incorporated herein by reference and the terms of which the TITLE COMPANY agrees to comply with.

### **2.0 SCOPE OF SERVICES.**

- 2.1 Services are to be provided by the TITLE COMPANY according to the specifications set forth in the RFP.
- 2.2 The COUNTY may, from time to time, request changes in the Services. Any such changes, shall be documented by an amendment to this AGREEMENT, in accordance with Section 9.0 of this AGREEMENT, or other such written Change Order allowed pursuant to the DuPage County Procurement Ordinance and Purchasing Guidelines.
- 2.3 The relationship of TITLE COMPANY to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which TITLE COMPANY provides services.

### **3.0 TIME FOR PERFORMANCE.**

- 3.1 The TITLE COMPANY shall promptly commence work upon receipt of a request for services from the COUNTY.

### **4.0 DELIVERABLES.**

- 4.1 The TITLE COMPANY shall promptly provide the COUNTY with a commitment for issuance of title insurance.
- 4.2 Following each closing, the TITLE COMPANY shall provide the COUNTY with copies of all closing documents signed or exchanged at said closing, including but not limited to deeds, releases, bills of sale, escrow instructions, real estate tax disclosures, closing statements, ALTA statements and GAP/seller indemnification agreements. Following each closing, the TITLE COMPANY shall further provide the COUNTY with Recorder-stamped deeds and releases (and similar instruments), together with a written policy for title insurance.

### **5.0 COMPENSATION.**

- 5.1 The COUNTY shall pay the TITLE COMPANY for services rendered and shall only pay in accordance with the provisions of the RFP and this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with the RFP and this AGREEMENT. Invoices shall be issued for work relating to a specific parcel.
- 5.2 For work performed, the COUNTY shall pay TITLE COMPANY in accordance with the Fees, Unit/Time prices and charges (collectively "fee") set forth in its RFP submittal. The TITLE COMPANY shall not invoice the COUNTY, and the COUNTY shall not be obligated to pay the TITLE COMPANY any invoiced amount, until after the TITLE COMPANY has satisfactorily completed all of the work specified for such fee, including issuance of title insurance, completion of a real estate closing, recordation of such deeds and, or, releases as necessary and delivery of copies of all pertinent closing documents.

- 5.3 The TITLE COMPANY shall submit its invoices for services rendered for cancelled or terminated COUNTY acquisitions no later than sixty (60) days following the COUNTY's notice of said cancellation or termination.
- 5.4 TITLE COMPANY's invoices shall each summarize, as applicable, the tasks performed, and shall itemize each charge. The TITLE COMPANY shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.
- 5.5 Upon receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to the TITLE COMPANY the amounts invoiced, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the fees, unit/time prices or charges specified in its RFP submittal. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause.

**6.0 SATISFACTORY PERFORMANCE.**

- 6.1 The COUNTY is engaging this TITLE COMPANY because the TITLE COMPANY professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly the TITLE COMPANY's standard of performance under the terms of this AGREEMENT shall meet the quality and standards commonly provided by similar professional firms practicing in DuPage County, Illinois.
- 6.2 Acceptance of the work shall not relieve the TITLE COMPANY of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the TITLE COMPANY.

**7.0 BREACH OF CONTRACT.**

- 7.1 In the event of any breach of contract, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach. The breaching party shall be allowed a reasonable opportunity to cure the breach. Whenever a Party hereto has failed to timely cure a breach of this AGREEMENT, the other Party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the TITLE COMPANY'S failure to maintain an AM Best rating of A or better, or the occurrence of any of the other contingencies described in Paragraph 10.4, below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT.

**8.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.**

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

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## COUNTY OF DU PAGE, ILLINOIS

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- 8.4 The TITLE COMPANY, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the TITLE COMPANY, or TITLE COMPANY's personnel, in relation to this AGREEMENT. The TITLE COMPANY has (or will) also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance. The TITLE COMPANY, by its signature on this AGREEMENT, further certifies that no federal appropriated funds have been or will be paid by or on behalf of the TITLE COMPANY to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress regarding the award of federal assistance, or the extension continuation, renewal, amendment, or federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement. If any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the TITLE COMPANY shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352, to the appropriate Federal agency.
- 8.5 The TITLE COMPANY covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of TITLE COMPANY'S services under this AGREEMENT.

### **9.0 MODIFICATION OR AMENDMENT.**

- 9.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.
- 9.2 The TITLE COMPANY acknowledges that it has reviewed the DuPage County Procurement Ordinance, which is hereby incorporated into this AGREEMENT, and has had an opportunity to review it. TITLE COMPANY agrees to submit changes to the Scope of Work or compensation in accordance with said Ordinance.

### **10.0 TERM OF THIS AGREEMENT.**

- 10.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following: a) the early termination of this AGREEMENT, by either Party, in accordance with Section 7.0 above, or Paragraph 10.4, below; or b) the COUNTY's completion of property acquisitions under the CDBG-DR; or c) the termination, cancellation or suspension of the COUNTY's CDGB-DR funding; or d) December 31, 2018.
- 10.2 The TITLE COMPANY shall not perform any work under this AGREEMENT after the expiration date set forth above, or after the early termination of this AGREEMENT, or during a provisional extension period. The COUNTY is not liable and will not pay the TITLE COMPANY for any work performed after the AGREEMENT's expiration or termination. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the TITLE COMPANY for work satisfactorily performed prior to the AGREEMENT's termination, or expiration.

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**COUNTY OF DU PAGE, ILLINOIS**

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- 10.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to Section 9.0, above.
- 10.4 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of TITLE COMPANY's failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the TITLE COMPANY is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 8.0, above, in which case termination shall be effective immediately upon receipt of notice from the COUNTY, at the COUNTY's election.

**11.0 MISCELLANEOUS.**

- 11.1 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.
- 11.2 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.
- 11.3 In the event of the contingency described in Paragraph 11.2, above, the parties shall make a good faith effort to amend this AGREEMENT in order to remedy and, or, replace any provision declared unenforceable or invalid.
- 11.4 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 11.5 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.
- 11.6 Any required notice shall be sent to the following addresses and parties:  
  
[Insert name and address of TITLE COMPANY]  
  
DuPage County Department of Stormwater Management.  
421 N. County Farm Road  
Wheaton, Illinois 60187  
ATTN: Director of Stormwater Management
- 11.7 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); (b) served by facsimile transmission during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 9.1, above.
- 11.8 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar

**COUNTY OF DU PAGE, ILLINOIS**

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or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

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

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

COUNTY OF DUPAGE

[TITLE COMPANY'S NAME]

\_\_\_\_\_  
DANIEL CRONIN, CHAIRMAN  
DUPAGE COUNTY BOARD

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

ATTEST BY:

ATTEST BY:

\_\_\_\_\_  
PAUL HINDS, COUNTY CLERK

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



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**EXHIBIT A**

**SCOPE OF WORK**

This Exhibit includes the scope of work for the services of \_\_\_\_\_ for the \_\_\_\_\_.

[Note: The detail necessary for a Scope of Work varies due to the nature of the work. In all instances, be specific as to the particular work the County expects the TITLE COMPANY to undertake. For example, if staff desires that a specific methodology be utilized, the Scope should state so.]

**COUNTY OF DU PAGE, ILLINOIS**

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**EXHIBIT B  
DELIVERABLES**

The following deliverables will be submitted to the COUNTY before completion of the contract.

[List should be as detailed as possible.]

**COUNTY OF DU PAGE, ILLINOIS**

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**EXHIBIT C**

**SCHEDULE OF FEES (AND)(HOURLY RATES FOR TITLE COMPANY'S STAFF)**

The CONSULATNT will bill the COUNTY for all tasks, assignments, and work performed in accordance with the following schedule of \_\_\_\_\_. [Insert fees or hourly rates.]

**CLOSING STATEMENT**

SELLER(S):

PURCHASER: County of DuPage

PROPERTY ADDRESS: [Street address]  
[Village/City]  
[Township]

PARCEL NUMBER:

CLOSING DATE:

---

RECEIPTS:

PURCHASE PRICE \$

[County Check No. xxxxxxx issued through [bank name].]

---

CREDITS/CHARGES/PRORATIONS:

For Buyer:

**Closing Charges to Buyer** \$ 0\*  
[\*Billed to County separately]

---

**Total Deposits by Buyer** \$  
[Sale price + charges]

For Seller:

**Real Estate Tax Proration**  
(From Seller to Buyer)

2015 Taxes\* \$  
[\*Estimate or Actual]

2016 Taxes (Prorated for \$  
a \_\_\_\_\_ closing date.)

[2016 *per diem* \$\_\_.\_]

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**COUNTY OF DU PAGE, ILLINOIS**

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**Total Real Estate Tax Proration**     \$

**Closing Charges to Seller**

*1<sup>st</sup> Mortgage - Wire fee*                     \$        40.00\*

*1<sup>st</sup> Mortgage – Release*                     \$        40.00\*

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**Total Closing Charges to Seller**     \$

*\*As applicable*

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**ADJUSTMENTS TO PURCHASE PRICE**

Purchase Price                                     \$

Less Tax Proration                             -\$

Adjusted Purchase Price                     \$

Adjusted Purchase Price                     \$

Less Seller Charges                             -\$

Balance Available for Pay-offs             \$

**Mortgage Pay-Offs**

---

Total Mortgages                                 \$

Balance for Pay-offs                             \$

Total Mortgages                                 \$

Net (Deficiency)/Surplus

---

**DISBURSEMENTS**

Buyer:

Total Deposits by Buyer                     \$

Adjusted Purchase Price                     \$

Net (Deficiency)/Surplus

**Refund to Buyer (Amount Owed)**     \$

Seller:

Adjusted Purchase Price	\$
Closing Charges to Chicago Title	\$
1 <sup>st</sup> Mortgage Payoff	\$
<u>Balance to 2<sup>nd</sup> &amp; 3<sup>rd</sup> Mortgagors</u>	<u>\$</u>
Remaining Balance	\$

**Approved:**

\_\_\_\_\_  
BUYER, COUNTY OF DUPAGE  
[by its Attorney]

\_\_\_\_\_  
SELLER,

**LATE PROPOSALS CANNOT BE**  
**ACCEPTED!**

**SEALED PROPOSAL**

INVITATION #: P16-029-GV

OPENING DATE: 2/2/16

OPENING TIME: 1:00 P.M.

DESCRIPTION: TITLE COMPANY SERVICES

DATED MATERIAL-DELIVER IMMEDIATELY

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

**LATE PROPOSALS CANNOT BE**  
**ACCEPTED!**