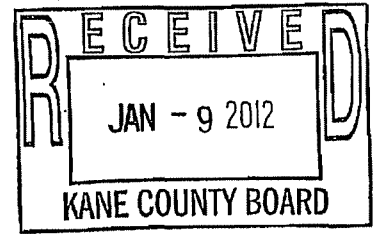


County of Kane
Office of County Board
Kane County Government Center



Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: Service Agreement – WIA Management Consultant Service

Submitted by: Tim Keovongsak / Purchasing Dept.

Date Submitted: January 9, 2012

Examined by: Joseph LyLves
(Print name)
[Signature]
(Signature)
3/2/12
(Date)

Post on Web: Yes No Atty. Initials [Signature]

Comments:

Request approval and Chairman's signature for execution of attach Service Agreement for WIA Management Consultant Service, RFP 46-011. Please notify Purchasing when available for pick up, x25929.
52-011

Attachment: Service Agreement

Chairman signed: Yes No 3/5/12
(Date)

Document returned to: _____

SERVICE AGREEMENT

This Agreement is entered into this ____ day of _____, 2011, between the River Valley Workforce Investment Board and Kane County, with offices at 1 Smoketree Business Park, Suite A, North Aurora, Illinois and 719 South Batavia Avenue, Geneva, Illinois 60134 (hereinafter the OWNER) and Kerber, Eck & Braeckel LLP, with an office at 1000 Meyer Building, 1 West Old State Capitol Plaza, Springfield, Illinois, and licensed to do business in the State of Illinois (hereinafter the CONSULTANT).

WITNESSETH, that the RVWIB and the COUNTY has determined that it requires Workforce Investment Act management consultant services and the CONSULTANT is in the business of providing these services and is willing to provide same, for and according to the terms and conditions of the attached Contract Documents.

Now therefore in consideration of the mutual promises delineated in the Contract Documents, the parties agree that:

- 1. CONSULTANT shall perform all of the work; furnish all of the material and labor necessary to complete the aforementioned services.
- 2. The Contract Documents shall consist of the following listed documents, signed by the CONSULTANT where necessary, and which are attached to this Agreement and incorporated herein by reference:

- A. **KEB cover letter** (Dated 11/18/11)
- B. **Proposal Response**
- C. **Terms and Conditions**
- D. **Project Work Plan**
- E. **Appendices E**

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

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge they have read and understand the Contract Documents and this Agreement and intend to be bound by their terms.

COUNTY OF KANE, IL
 By: *Karen McConaughay*
 Karen McConaughay
 Chairman, County Board
 Kane County, Illinois

Date: 3/5/12

RVWIB
 By: *Frank Griffin*
 Frank Griffin

[Title] _____

Date: _____

KEBER, ECK & BRAECKEL LLP

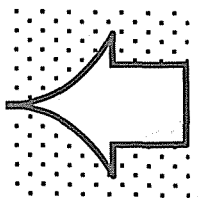
By: *Steph Hedger*
 [Title] PRINCIPAL

Date: Dec. 28, 2011

ATTEST:
 By: *Dain P. Jankin*
 [Name]

[Title] Director of Operations

Date: 12/28/11





CPAs and
Management Consultants
1000 Myers Building
1 West Old State Capitol Plaza
Springfield, IL 62701-1268
ph 217.789.0960
fax 217.789.2822
www.kebcpa.com

November 18, 2011

Mr. Jim Hansen
Kane County Government Center
Purchasing Department, Building A
719 S. Batavia Avenue
Geneva, Illinois 60134

Dear Mr. Hansen:

KERBER, ECK & BRAECKEL LLP (KEB) is pleased to present to you our proposal to provide Workforce Investment Act (WIA) Management Consulting Services on behalf of the River Valley Workforce Investment Board (RVWIB) and the County of Kane. Per Request for Proposals (RFP) 52-011, an original and two copies are being submitted. Our proposal was prepared in accordance with the RFP and the subsequent addendum issued to it. Please note that we have not re-submitted our certificate of insurance since this certificate was provided in conjunction with the recent contract awarded to us pursuant to RFP 46-011.

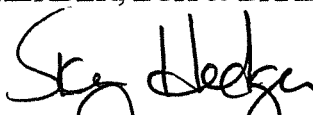
If, after reviewing our proposal, you determine that modifications are needed to the scope of services proposed, we are willing to consider making these modifications and adjusting our proposed fees accordingly.

If representatives of the River Valley Workforce Investment Board or the County of Kane have questions about our proposal, or require additional information, please contact me at (217) 789-0960.

Thank you for considering our proposal and for the opportunity of offering our services to you.

Sincerely,

KERBER, ECK & BRAECKEL LLP



Skip Hedger, Principal

SK:eg

Other Locations

Jacksonville, IL • Belleville, IL • Carbondale, IL • Cape Girardeau, MO • St. Louis, MO • Milwaukee, WI

**KANE COUNTY
PROPOSAL RESPONSE FORM
For
River Valley Workforce Management Consultant RFP**

RFP Due Date & Time: Friday, November 18, 2011 at 4:00 P.M.

To: County of Kane
Purchasing Department, Bldg., A
719 S. Batavia Ave., Geneva, IL 60134

The proposer shall include all attachments as described in the submittal requirements section of this RFP with the return of the RFP.

The undersigned proposer, having examined the specifications and any other related documents, hereby agrees to provide the services as per the attached specification and to perform other work stipulated in, required by and in accordance with the proposal documents attached for and in consideration of the proposed prices.

RECEIPT OF ADDENDA: The undersigned hereby acknowledges receipt of following addendum(s): #1; _____; _____.

The Vendor has examined the Contractor Disclosure section of the Terms and Conditions, and has included or provided a document listing all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent.

By signing this proposal, the proposer hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this RFP will be based upon the funding available to Kane County. The terms of the RFP and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the RFP and the response, the terms of the RFP and the response shall govern. Every element or item of the RFP and the response shall be deemed a material and severable item or element of the contract. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE RFP.**

Signature  Typed Signature Skip Hedger

Company Kerber, Eck & Brackel LLP

Address 1000 Myers Building

City/State/Zip Springfield, IL 62701

Phone # 217-789-0960 Fax # 217-789-2822

Federal I.D./Social Security # 43-0352985 Date November 18, 2011

A. BACKGROUND AND QUALIFICATIONS OF ORGANIZATION

Kerber, Eck & Braeckel LLP (KEB) is a regional accounting and management consulting firm with seven offices located in Illinois, Missouri and Wisconsin. The firm's largest office is in Springfield, Illinois and employs about 70 staff members. We provide a full range of accounting, audit, tax, and management consulting services to clients involved in business, government, financial services, institutional, and not-for-profit enterprises.

Our 22 partners and principals direct the firm's engagement activity.

Kerber, Eck & Braeckel LLP has operated continuously in Springfield, Illinois and St. Louis, Missouri since being founded in 1931. Over the past 39 years, we have expanded to Belleville, Carbondale and Jacksonville, Illinois, as well as Cape Girardeau, Missouri and Milwaukee, Wisconsin.

Our management consulting practice, founded in 1986, has developed an expertise in providing a wide range of consulting services to workforce development entities at the local, State and Federal levels.

Relevant Workforce Development Consulting Experience

KEB has previously been engaged as a consultant in 20 of the 26 of Illinois' local workforce investment areas. The following projects are directly relevant to the service needs expressed in your Request for Proposal:

- KEB is presently providing assistance to Kane County and the River Valley Workforce Investment Board under an award made pursuant to Kane County RFP 46-011.
- KEB recently provided consulting assistance to Chief Elected Officials in LWIA 23, a fourteen county area in southern Illinois. This assistance included restructuring the administrative responsibilities in the LWIA, including transition to a new grant recipient and fiscal agent. We also provided extensive training to a reconfigured local workforce investment board.
- KEB conducted a comprehensive assessment of WIA workforce delivery in LWIA 24, a large workforce area in the Metro-East area of southwestern Illinois. This assessment included mapping all service delivery processes in LWIA 24 and a critical analysis of these processes. Our recommendations for improvements identified through this analysis were reviewed with LWIA administrative staff and subsequently incorporated into a comprehensive service delivery manual of policies and procedures which was used as a resource in training for all LWIA staff. In addition, this project included a review of the current organization structure and distribution of responsibilities among staff. Our recommendations for a major reorganization of position duties in this LWIA were implemented with our assistance.

- ❑ KEB is currently under contract with Champaign Consortium, the WIA entity in LWIA 17, to conduct a comprehensive analysis and reconciliation of individual training account (ITA) processing and activity in this local area.
- ❑ KEB is completing its fourth year under contract to provide on-demand technical assistance and analysis to the Department of Commerce and Economic Opportunity (DCEO) when significant local area problems are identified or when local areas are placed on high-risk status. This assistance has included an array of services from management audits of LWIAs, to development and monitoring of corrective action plans to detailed analysis of client service processes and flow.
- ❑ KEB previously served as interim Fiscal Agent for the Kane County Department of Employment and Education (KCDEE) serving DeKalb, Kane and Kendall Counties. We provided technical assistance and support to ensure uninterrupted management of financial functions during a transition. This included reconciliation of financial data to support accurate close-out of open grant awards. We helped recruit, select and train full-time staff to assume responsibility of the financial management functions. We subsequently and recently provided additional consulting services to assure KCDEE met its expenditure, obligation or minimum direct training expenditure requirements for applicable grants. We monitored the implementation of sub-recipient contracts according to Board goals and instructions. We also assured timely and accurate financial reports.
- ❑ KEB currently serves as Fiscal Agent for The Workforce Board of Northern Cook County as the result of a competitive bidding process in 2007. KEB has managed the acceptance, maintenance, disbursement, accounting, and reporting of all grants issued by the Bureau of Workforce Development of the Illinois Department of Commerce and Economic Opportunity (DCEO) to Local Workforce Investment Area (LWIA) 8. We have ensured that all responsibilities, ranging from processing reimbursement requests to ensuring compliance with Federal and State Regulations and Workforce Investment Act (WIA) provisions, have been performed promptly and accurately.

In addition to these representative engagements, KEB has provided other significant consulting assistance to the State of Illinois' primary workforce development agencies, including the Illinois Department of Commerce and Economic Opportunity, the Illinois Department of Employment Security and the Illinois Community College Board. Our experience in workforce development projects is unmatched, allowing us to offer a unique and diverse skill set for services ranging from strategic and operational planning to management audits and administrative systems development. We are happy to provide an extensive list of these consulting projects, if desired.

B. NARRATIVE DESCRIPTION

We propose a four-phase process to provide the scope of services identified in the Request for Proposal (RFP).

1. **AN INFORMATION GATHERING AND PLANNING PHASE**, during which we will gather, compile and analyze information in preparation for onsite observations and interviews. Included among the information we anticipate collecting during this phase are:
 - A list of chief elected officials and members of the local workforce investment board,
 - Bylaws of the local workforce investment board,
 - The Chief Elected Officials agreement,
 - The LWIB/CEO agreement,
 - The five-year plan for the local workforce investment area,
 - A budget reflecting the distribution or allocation of resources to counties or, if unavailable, information on expectations of CEOs or others regarding the minimum service levels to be provided in each county or service areas,
 - A summary description or diagram of the service delivery system in LWIA 5,
 - Section 1 (List of Staff and Staff Costs) of the master budget for LWIA 5,
 - Section 1 of the master budgets for a selected cohort of other multi-county LWIAs whose WIA formula grant allocations are similar to those for LWIA 5,
 - An organizational chart identifying all WIA functions, staffing in support of each function and unit and individual reporting relationships,
 - A list of all staff, pay grade and current compensation level,
 - Current job descriptions for all open and filled positions established for LWIA 5 functions,
 - A salary schedule applicable to staff paid from the LWIA 5 formula grant allocation,
 - Copies of recent and relevant correspondence or communications from DCEO related to any issues or concerns they have about the management or staffing of LWIA 5,
 - Relevant information from collective bargaining agreements or County personnel policies or ordinances directly affecting the assessment of organization and staffing in LWIA 5,
 - Information on the salary structure for Kane County employees, and
 - Significant policies and procedures manuals in support of WIA functions in LWIA 5.

The results of this information gathering and review will be summarized and used to identify potential issues regarding organizational structure, staffing, strengths, and weaknesses. In addition, a comparative staffing matrix will be prepared to compare the number of managers, supervisors, case managers, and other positions in LWIA 5 to the number of similar positions in the LWIA comparison cohort.

These results will be incorporated where appropriate into interview guides for key staff that we will develop at the end of the information and gathering phase.

2. **AN ONSITE OBSERVATION AND INTERVIEW PHASE** during which we will observe service delivery and operations firsthand. These observations will be coupled with structured interviews of key LWIA 5 staff. A core set of questions will be incorporated into each interview guide. These core questions will encompass and assess areas such as:

- Job responsibilities,
- Key working relationships and interconnectedness with other staff or positions,
- Reporting relationships,
- Level of task detail,
- Available tools and resources,
- Unnecessary or misdirected work,
- Unnecessary duplication of effort elsewhere in the organization,
- Redundancies that do not add value, improve control or quality or are unnecessary,
- Lack of clarity or consistency regarding either position responsibilities or work processes.

These core questions will be supplemented with additional questions that pertain in a more limited way to certain positions within LWIA 5 or to key individuals within the organizational structure. Examples are additional questions for supervisors about style of supervision, individual authority levels, resources available to staff, staff performance appraisal, and span of control. Other lines of inquiry may be related to the service delivery approach, services philosophy or specific policies or procedures applicable to case managers.

In addition, caseload size for case managers will be compared to caseload sizes for case managers in other LWIAs in the comparison cohort during this phase and appropriate conclusions drawn.

3. **A RECOMMENDATIONS PHASE** during which we will present specific recommendations to Kane County and the River Valley Workforce Investment Board for consideration. We anticipate the following to be included in our recommendations:

- Recommendations designed to improve the service delivery system, philosophy or process in LWIA 5,
- Recommendations to better align critical functions within the organization to produce better results or to make functions more effective or efficient,
- Recommendations about the optimal distribution of job duties among positions in support of critical functions of the organization,
- Recommended staffing levels and a staffing plan for each function and organizational unit,

- A recommended salary schedule that provides a compensation structure for staff that is similar to compensation levels for other County positions and consistent with compensation ranges in the LWIA comparison cohort, and
 - Recommendations for additional resources or tools that may be required to support staff or to enhance individual or organizational unit outcomes.
4. **AN IMPLEMENTATION ASSISTANCE PHASE** during which we will prepare and present to Kane County and the River Valley Workforce Investment Board an implementation plan that will help guide LWIA 5 through the implementation of our recommendations and provide other support. The implementation plan will prioritize accepted recommendations, identify and sequence the specific changes necessary to implement each recommendation, pinpoint lead responsibility for implementation, and establish an implementation target date.

In addition, we will provide draft and final job descriptions for all recommended positions. These job descriptions will be presented in a standard format which will be reviewed and approved by Kane County and the River Valley Workforce Investment Board in advance.

COUNTY OF KANE
COMPETITIVE SELECTION PROCEDURE - REQUEST FOR PROPOSAL
TERMS AND CONDITIONS

A. REQUEST FOR PROPOSALS

A.01 Definition:

Request for Proposals (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Award will be based on the criteria set forth herein.

A.02 Proposal Opening:

Sealed proposals will be received at the Kane County Purchasing Department until the date and time specified, at which time the names of offerors will be read aloud and recorded on an abstract. Contents of the sealed proposals will be opened and evaluated in private with proposal information kept confidential until an award is made. Late proposals shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which proposals are to be delivered; therefore, it cannot be held responsible for any delay, regardless of the reason, in delivery of the proposals.

A.03 Proposal Preparation:

Proposals must be submitted on this form and all information and certifications called for must be furnished. Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Proposals may be modified or withdrawn prior to the time specified for the opening of proposals. Proposals shall be filled out legibly in ink or typewritten with all erasures, strikeouts and corrections initialed in ink by the person signing the proposal. The proposal shall include the legal name of the Vendor, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the Vendor to a contract. Name of person signing should be typed or printed below the signature.

A.04 Proposal Envelopes:

Envelopes containing proposals must be sealed and addressed to the County of Kane, Purchasing Department. The name and address of the Vendor and Invitation Number must be shown in the upper left corner of the envelope.

A.05 Addenda:

A.05.1 Addenda are written instruments issued by the County prior to the date for receipt of proposals which modify or interpret the RFP by addition, deletion, clarifications, or corrections.

A.05.2 Prior to the receipt of proposals, addenda will be mailed or delivered to all who are known to have received a complete Request for Proposals.

A.05.3 After receipt of proposals, addenda shall be distributed only to offerors who submitted proposals, and those offerors shall be permitted to submit new proposals or to amend those submitted.

A.05.4 Each offeror shall ascertain prior to submitting a proposal that all addenda issued have been received and acknowledge on the proposal response form, by submission of a proposal, such act shall be taken to mean that such offeror has received all addenda, and that the offeror is familiar with the terms thereof and understands fully the contents of the addenda.

A.06 Evaluation of Proposals:

The proposals submitted by offerors shall be evaluated solely in accordance with the criteria set forth in the RFP. The Proposals shall be categorized as:

- A.06.1 Acceptable;
- A.06.2 Potentially Acceptable; that is, reasonably susceptible of being made acceptable;
or
- A.06.3 Unacceptable.

A.07 Discussion of Proposals:

A.07.1 The Evaluation Panel may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any opportunity of discussion and revision of proposals. During the course of such discussions, the Evaluation Panel shall not disclose any information derived from one proposal to any other offeror.

A.07.2 During the initial discussion, the offeror shall be prepared to give an oral presentation covering the following topics:

- (a) The specific services to be provided;
- (b) Qualifications of the offeror, experience of personnel, etc;
- (c) The working relationship to be established between the County and the Offeror, including, but not limited to, what each party should expect from the other.
- (d) A review of the costs associated with this project.

A.08 Negotiations:

The County of Kane reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The County may require the entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental information, and other submissions provided by the offeror during discussions or negotiations will be held by the County of Kane as contractually binding on the successful offeror.

A.09 Notice of Unacceptable Proposal:

When the Evaluation Panel determines an offeror's proposal to be unacceptable, such offeror shall not be afforded an additional opportunity to supplement its proposal. The decision of the Evaluation Panel shall be final.

A.10 Confidentiality:

The County's Director of Purchasing shall examine the proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the contract, all responses, documents, and materials submitted by the offeror pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Director of Purchasing. All data, documentation and innovations developed as a result of these contractual services shall become the property of the County of Kane. Based upon the public nature of these RFP's, an offeror must inform the County, in writing, of the exact materials in the offer which cannot be made a part of the public record in accordance with the Illinois Freedom of Information Act.

A.10.1 Confidential information submitted by the Vendor shall be labeled and shall be maintained in confidence to the extent permitted by the Illinois Open Meetings Act, and the Illinois Freedom of Information Act.

A.11 Interpretation or Correction of Documents:

Vendors shall promptly notify the County of any ambiguity, inconsistency or error they may discover upon examination of the specification documents. Interpretations, corrections and changes will be made by addendum.

A.12 Variances:

State or list by reference any variations to specifications, terms and conditions.

B. TERMS AND CONDITIONS

B.01 Authority:

This Request for Proposals is issued pursuant to applicable provisions of the Kane County Purchasing Department.

B.02 Errors in Proposals:

Offerors are cautioned to verify their proposals prior to submission. Negligence on the part of the offeror in preparing the proposal confers no right for withdrawal or modification of the proposal.

B.03 Reserved Rights:

The County of Kane reserves the right at any time and for any reason to cancel this Request for Proposals, or to accept an alternate Proposal. The County reserves the right to award one or more contracts for their services specified herein. The County reserves the right to waive any immaterial defect in any proposal. Unless otherwise specified by the offeror, the County has ninety (90) days to accept. The county may seek clarification from any offeror at any time and failure to respond promptly is cause for rejection.

B.04 Incurred Costs:

The County of Kane will not be liable in any way for any costs incurred by respondents in replying to this RFP.

B.05 Award:

Proposals will be evaluated and negotiated by the Evaluation Panel. The Evaluation Panel shall have the authority and discretion to determine the qualifications, responsibility and capabilities of offerors, the reasonableness of price, and other factors (where applicable): (a) adherence to all conditions and requirements of the proposal specifications; (b) price; (c) qualifications of the Vendor, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

B.05.1 Confidential information submitted shall be maintained in confidence to the extent permitted by the Illinois Open Meetings Act, and the Illinois Freedom of Information Act. The Evaluation Panel's final recommendation and reports shall be forwarded to the appropriate committees of the Kane County Board for consideration and award of the contract.

B.06 Criteria for Selection:

All proposals submitted in response to this RFP will be evaluated based on the criteria outlined in the specifications.

B.07 Pricing:

The price for the contract is to be held firm for the term of the contract. Kane County reserves the right to terminate the contract after the first year, or upon thirty (30) days written notice.

B.08 Taxes:

The County of Kane is exempted from paying Illinois Retailers Occupation Tax and Federal Excise Tax.

B.09 Warranty:

Contractor and/or Seller (as case may be) expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the County, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Contractor and/or Seller (as case may be) agrees that these warranties shall run to Kane County, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

B.10 Indemnity:

Contractor and/or Servicer and/or Seller (as case may be), agrees to save, hold harmless, defend and indemnify the County of Kane and its Officers, Agents and Employees from any and all liability or loss incurred by the County of Kane resulting from Contractor's and/or Servicer's and/or Seller's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Contractor's and/or Servicer's and/or Seller's performance of this contract and Contractor's and/or Servicer's and/or Seller's violation of any of the terms and conditions of this agreement, and from the Contractor's and/or Servicer's and/or Seller's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Contractor's and/or Servicer's and/or Seller's performance thereunder.

Contractor and/or Servicer and/or Seller shall provide to the County of Kane proof of adequate insurance coverage to satisfy the indemnification provisions herein.

B.11 Equal Employment Opportunity:

The equal employment opportunity clause required by the Illinois Fair Employment Practices Commission is hereby incorporated by reference in all contract made by the county of and in all bid specifications therefore furnished by the county to all Vendors, contractors and subcontractors.

The County of Kane, State of Illinois, represents that it and the employing agencies responsible to it, conform to the following:

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status. We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment. We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, creed, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status. (Ordinance No. Res.No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; 05-303, 09-23-05) State law references; Fair Employment Practices Act, Ill. Rev.Stat. Ch. 48, Sec.851 et seq.; requirements for public contracts, Ill. Rev. Stat. Ch. 48, Sec. 854.

B.12 Default:

If delivery of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by the Contractor.

B.13 Payments:

The payment terms for this contract will be made on a monthly basis by the County of Kane.

B.14 Eligibility:

By signing the proposal response form, the Vendor hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

B. 15 Additional Information and Comments: Include any other information you believe to be pertinent, but not specifically mentioned elsewhere.

B. 16 CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:

B.16.1 The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.

B.16.2 Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Or - Combined Single Limit	\$1,000,000

B16.2.1 Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.

B16.3 Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of not less than the following:

Each Person for Bodily Injury	\$1,000,000
Each Occurrence for Bodily Injury	\$1,000,000
Each Occurrence for Property Damage	\$1,000,000
Or - Combined Single Limit	\$1,000,000

B16.4 Statutory Worker's Compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including Occupational Disease Act provisions, for employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide this insurance. In case employees are engaged in work under this contract and are not protected under the Workers Compensation and Occupational Disease Act, the Contractor shall provide, and shall cause Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

B16.5 Umbrella Liability:

Aggregate Limits	\$2,000,000
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B16.6 Professional Liability policy to cover all claims arising out of the Consultant's operations or premises, Sub-consultant's operation or premises, anyone directly employed by the Consultant or Sub-consultant, and the Consultant's obligation of indemnification under this Contract.

Limits:

Aggregate	\$1,000,000
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Vendor to furnish a copy of the Endorsement showing Kane County, as an additional named insured on the General Liability, Auto, and Excess policies.

The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

C. CONTRACTOR DISCLOSURE

- C.01 Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit. Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval. For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.
- C.02 All contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:
- C.02.1 Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement;
- C.02.2 Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.
- C.02.3 Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised. Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph (a) above.
- C.02.4 A statement under oath that the applicant has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.
- C.03 All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.
- C.04 Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.
- C.05 Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, County Board approval or other County action in behalf of the applicant failing to comply voidable at the option of the County Board or other County agency involved upon the recommendation of the County Board Chairman or the majority of the County Board.

C. PROJECT WORK PLAN

The following work plan summarizes the tasks to be performed, identifies the KEB Consultants responsible for these tasks and target dates for completion. It is an ambitious plan considering the nature and scope of work to be performed. All target dates for completion assume a December 1, 2011 start date.

1. INFORMATION GATHERING AND PLANNING PHASE		
Task	Consultant	Target Completion Date
a. Develop detailed assessment framework	Hedger	December 5, 2011
b. Prepare initial information request	Jaeger	December 1, 2011
c. Identify LWIA comparison cohort	Jaeger	December 5, 2011
d. Prepare comparative staffing matrix	Jaeger	December 9, 2011
e. Prepare information summaries	Jaeger	December 12, 2011
2. ONSITE OBSERVATION AND INTERVIEW PHASE		
Task	Consultant	Target Completion Date
a. Develop onsite observation and interview plan	Hedger	December 9, 2011
b. Prepare caseload size comparisons for LWIA 5 case managers	Jaeger	December 9, 2011
c. Develop interview guides	Jaeger	December 16, 2011
d. Schedule onsite interviews	Jaeger	December 16, 2011
e. Conduct initial onsite interviews	Jaeger	December 23, 2011
f. Conduct follow up onsite interviews	Jaeger	January 6, 2012
3. RECOMMENDATIONS PHASE		
Task	Consultant	Target Completion Date
a. Develop analytical framework for onsite observations and interviews	Hedger	January 6, 2012
b. Compile and summarize onsite observation and interview results	Jaeger	January 13, 2012

c. Identify, assess and screen potential recommendations	Hedger	January 20, 2012
d. Develop staffing plan for all LWIA 5 functions	Hedger/Jaeger/Seyffer	January 27, 2012
e. Develop recommendations for presentation	Hedger/Jaeger	January 27, 2012
f. Present recommendations to Kane County and the River Valley Workforce Investment Board	Hedger/Jaeger	February 3, 2012
4. IMPLEMENTATION ASSISTANCE PHASE		
Task	Consultants	Target Completion Date
a. Develop implementation assistance plan	Hedger	February 10, 2012
b. Develop job descriptions	Jaeger	February 24, 2012
c. Develop draft and final salary schedules	Jaeger	February 24, 2012

**E. BUDGET
(REVISION 2)**

**Management Consulting Services for the River Valley Workforce Investment Board and
the County of Kane
Kerber, Eck & Braeckel LLP**

Staff Position	Name	Hourly Rate	Hours	Extension
Engagement Principal	Skip Hedger	\$275	30	\$ 8,250
Lead Consultant	Bethany Jaeger	\$110	185	\$20,350
			225	\$28,600
Travel and Lodging Expenses				\$1,400
Total				\$30,000

Note: This schedule is in lieu of the form provided in the RFP. Please see the following page for additional information.