



OFFICE OF WILL COUNTY EXECUTIVE
JENNIFER BERTINO-TARRANT

Will County Office Building – 302 N Chicago Street – Joliet, Illinois 60432

Kevin Lynn
Purchasing Director

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September 24, 2021

To Whom It May Concern:

Will County is requesting proposals from qualified candidates for **Consulting Support to assist the County with the American Rescue Plan Act**, signed into law on March 11, 2021

Responses to this RFQ will be received in the Purchasing Department, 2nd floor, Will County Office Building, 302 North Chicago Street, Joliet, IL 60432, **not later than 4:00 p.m., “as so indicated by the time stamp clock of Will County,” Friday, October 15, 2021**

The respondent acknowledges the right of the County of Will to reject any or all responses and to waive non-material informality or irregularity in any statement of qualifications received in whole or part as may be specified in the solicitation.

Should you have any questions regarding this RFQ, please contact Kevin Lynn, Purchasing Director, at klynn@willcountyillinois.com.

We welcome your response to this solicitation.

Sincerely,

Kevin Lynn

Kevin Lynn
Purchasing Director

**ADVERTISEMENT OF REQUEST FOR QUALIFICATIONS (RFQ):
CONSULTING SUPPORT FOR THE AMERICAN RESCUE PLAN ACT
JOLIET, ILLINOIS**

WILL COUNTY IS REQUESTING PROPOSALS FROM QUALIFIED CANDIDATES FOR CONSULTING SUPPORT TO ASSIST THE COUNTY WITH THE AMERICAN RESCUE PLAN ACT SIGNED INTO LAW ON MARCH 11, 2021.

RESPONSES WILL BE RECEIVED AT THE WILL COUNTY PURCHASING DEPARTMENT, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, UNTIL THE HOUR OF **4:00 P.M., FRIDAY, OCTOBER 15, 2021.**

THE TERMS AND CONDITIONS OF THE RFQ ARE AVAILABLE AT www.demandstar.com OR www.willcountyillinois.com OR FROM THE PURCHASING DEPARTMENT, 2ND FLOOR, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, AND purchasing@willcountyillinois.com.

THE TENDERING OF A RESPONSE TO THE COUNTY SHALL BE CONSTRUED AS ACCEPTANCE OF THE STATED TERMS AND CONDITIONS. THE RESPONDENT ACKNOWLEDGES THE RIGHT OF THE COUNTY OF WILL TO REJECT ANY OR ALL RESPONSES AND TO WAIVE NON-MATERIAL INFORMALITY OR IRREGULARITY IN ANY RFQ RESPONSE RECEIVED IN WHOLE OR IN PART, AS SPECIFIED IN THE SOLICITATION.

BY ORDER OF THE WILL COUNTY EXECUTIVE, JENNIFER BERTINO-TARRANT

INSTRUCTIONS TO RESPONDENTS

GENERAL REQUIREMENTS:

Will County is requesting proposals from qualified candidates in preparing the **Consulting Support to assist Will County with the American Rescue Plan Act, signed into law on March 11, 2021.**

RESPONSES:

Sealed statements of qualifications will be received in the Purchasing Department, 2nd floor, Will County Office Building, 302 N. Chicago St., Joliet, IL 60432, **not later than Friday, October 15, 2021, at 4:00 PM** **“as so indicated by the time stamp clock of Will County”**. **STATEMENTS OF QUALIFICATIONS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.**

Sealed statements of qualifications must be made in accordance with the instructions contained herein. All terms and conditions as attached hereto shall be included in the contract for the work to be performed.

Statements of qualifications shall be submitted to the County of Will in a sealed package marked with the respondent's name and address and the notation:

SEALED RFQ: 2021-76 RFQ – CONSULTING SUPPORT - AMERICAN RESCUE PLAN ACT

RESPONSES DUE: Friday, October 15, 2021 - 4:00 P.M.

Sealed statements of qualifications shall be addressed to the Will County Purchasing Department, Will County Office Building, 302 N. Chicago St., Joliet, IL 60432.

Please affix the label included on the outermost package of your sealed response to help ensure proper delivery!

SIGNATURE OF AUTHORIZED PERSONNEL:

The signature on statement of qualifications documents shall be that of an authorized representative of the firm. An officer or agent of the business entity who is empowered to bind the firm in a contract shall sign the statements of qualifications and any clarifications thereto.

Each respondent, by producing and signing a statement of qualifications, represents that he/she has read and understands the solicitation documents. **Any statement of qualifications not containing said signed documents shall be non-conforming and shall be rejected.**

PROCEDURES:

1. The Statement of Qualifications must be prepared as indicated in the “Submittal Requirements” section. One (1) original, eight (8) paper copies (plainly marked) and one (1) PDF copy on a USB drive must be included in the sealed response package.
2. A statement of qualifications is invalid if it has not been deposited at the designated location prior to the time and date for receipt of RFQ indicated in the Advertisement for RFQ or prior to any extension thereof issued by the County of Will.
3. Each respondent shall carefully examine all documents and all addenda thereto; and, shall thoroughly familiarize itself with the detailed requirements thereof prior to submitting a statement of qualifications. Should a respondent find discrepancies, ambiguities or omissions in documents; or, be in doubt as to meaning, shall at once, and in any event not later than seven (7) days prior to RFQ due date, notify the County of Will. If necessary, the County of Will shall issue a written addendum to all respondents. The County of Will is not responsible for any oral instructions. All inquiries shall be directed to Kevin Lynn in writing at: klynn@willcountyillinois.com.
4. Changes or corrections may be made in the documents after they have been issued and before responses are received. In such cases a written addendum describing the change or correction will be issued by the County of Will to all parties recorded as having received the documents and will be available for inspection wherever issued. The County of Will shall issue a written addendum to all recorded parties via email and post on www.demandstar.com and www.willcountyillinois.com. Such addendum shall take precedence over that portion of the documents concerned and any conflicting provisions, and shall become part of the documents. Unless impracticable, such an addendum will be issued to reach the respondents at least five (5) days prior to date established for receipt of bids.

REJECTION OF RESPONSES:

The respondent acknowledges the right of the County of Will to reject any or all statements of qualifications, to waive any non-material informality or irregularity in any statements of qualifications received, and to accept the statements of qualifications deemed most favorable to the interest of the County of Will after all have been examined and evaluated. In addition, the respondent recognizes the right of the County of Will to reject a statement of qualifications if it is in any way incomplete or irregular.

CONTRACT COMMENCEMENT:

The contract is expected to commence on or after November 18, 2021, upon approval by Will County Board.

PRIME CONTRACTOR CERTIFICATION:

Included in this packet is a prime contractor certification form. This form **must** be filled out, signed and returned with your proposal or it will not be considered.

NON-DISCRIMINATION:

The respondent shall at all times observe and comply with any applicable laws, statutes, regulations or the like relating in any way to civil rights including but not limited to the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.

DEFAULT:

In case of default by the successful respondent, the County of Will may procure the services from other sources and may deduct from the unpaid balance due the successful respondent any of its costs resulting from the default, and the prices paid by the County of Will shall be considered the prevailing market price at the time such purchase is made.

HOLD HARMLESS CLAUSE:

The respondent will save and hold harmless the County of Will from and against all causes of action, liabilities, claims, demands and damages of whatsoever kind or nature arising out of or connected with the performance of services by the respondent, whether such injury, death, loss or damage shall have been occasioned by the negligence of the respondent, or a sub-consultant of the respondent, or their employees, or otherwise. The respondent will defend at its own expense any actions based thereon and shall pay all charges of reasonable attorneys, all costs, damages and other expenses arising therefrom. All obligations arising from this clause shall survive termination of the agreement resulting from award of a contract derived from this RFQ.

TAX EXEMPTION:

The County of Will is exempt from Federal, State and Municipal Taxes.

TERMINATION:

Either party hereto may, at any time during the term hereof, terminate the contract, with or without cause, upon thirty (30) days written notice to the other party of such termination. At the end of said thirty (30) days' notice period, the contract shall be terminated.

Immediately upon the termination of the contract for any reason, all debts, obligations and liabilities theretofore accrued between the vendor and Will County will be paid, performed and discharged except for the provisions of the Hold Harmless Clause which shall survive any termination of the Agreement resulting from the award of this proposal.

COMPLIANCE WITH APPLICABLE LAW:

In all aspects relative to the performance of their respective obligations under this contract, the respondent and County of Will shall conduct their respective businesses in accordance with all applicable federal, state and local laws.

CHOICE OF LAW

Responses to this RFQ and any agreement connected herewith shall be governed by the laws of the State of Illinois, without regard to conflict of law provisions.

VENUE

Venue for any cause of action related to this RFQ and any agreement connected herewith shall be filed with the Twelfth Judicial Circuit, Will County, Illinois.

ILLINOIS FREEDOM OF INFORMATION ACT

Any and all submissions to the County of Will become the property of the County of Will and these and any late submissions will not be returned. Responses will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless you request in your response that we treat certain information as exempt. We will not honor requests to exempt entire responses. You must show the specific grounds in FOIA or other law or rule that support exempt

treatment. If you request exempt treatment, you must submit an additional copy of the response with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the response as possible. In the event the County of Will receives a request for a document submitted, the County of Will shall provide notice to the respondent, as soon as practicable. Regardless, the respondent will be responsible for any costs or damages associated with defending any request for exempt treatment. Furthermore, respondent warrants that County of Will's responses to requests for a document submitted that is not requested to be exempt will not violate the rights of any third party.

Please be advised that if your response is accepted by the County of Will and a contract between the respondent and County of Will results for subsequent negotiations, all related records maintained by, provided to, or required to be provided to the County of Will during the contract duration are subject to FOIA. In the event the County of Will receives a request for a document relating to the respondent, its provision of services, or the arranging for the provision of services, the County of Will shall provide notice to the respondent as soon as practicable; and, within the period available under FOIA, respondent may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption. Regardless, respondent will be responsible for any costs or damages associated with defending the request for exempt treatment. Furthermore, respondent will warrant that County of Will's responses to requests for a document relating to the respondent, its provision of services, or the arranging for the provision of services, will not violate the rights of any third party.

Please also be advised that FOIA provides that any record in the possession of a party with whom the County of Will has contracted to perform a governmental function on behalf of the County of Will, and that directly relates to the governmental function and is not otherwise exempt under FOIA is considered a public record of the County of Will for purposes of FOIA (5 ILCS 140/7(2)). As such, upon request by the County of Will (or any of its officers, agents, employees or officials), the respondent shall provide to the County of Will at no cost and within the timeframes of FOIA, a copy of any "public record" as required by FOIA and in compliance with the provisions of FOIA. After request by the County of Will, the respondent may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption. Regardless, the respondent will be responsible for any costs or damages associated with defending the request for exempt treatment.

SUBMITTAL REQUIREMENTS:

Each of the following items shall be submitted by the time mentioned herein in order that the RFQ will be considered:

1. One (1) Complete original, eight (8) paper copies (plainly marked) and one (1) electronic copy (Flash Drive) of all submitted materials
2. References (Min 3)
3. **Signed** Copy of Prime Contractor Certification
4. **Signed** Copy of RFQ Form
5. **Signed** Copy of Addenda Form (mark n/a if none issued)

AMERICAN RESCUE PLAN ACT

CONSULTING SUPPORT RFQ

As part of the American Rescue Plan Act, (hereinafter, “ARP Act”) signed into law on March 11, 2021, Will County received an allocation of ARP Funds of approximately \$134 million.

The ARP Act specifically requires that payments from the ARP Fund be used to cover expenses as follows:

- Respond to public health emergency with COVID-19 or its negative economic impact;
- Provide premium pay to eligible workers performing essential work;
- Recoupment of lost revenue due to COVID-19 public emergency; or
- Investments in water, sewer, or broadband infrastructure.

This would include expenditures incurred during the period that begins March 3, 2021 and ends December 31, 2024.

As these funds will be received directly from the U.S. Treasury, the County is seeking expertise with respect to administration of the funds. Specifically, the County is seeking to contract with a firm to provide expertise to augment staff’s capabilities to provide administrative, auditing, financial, and record keeping support necessary to properly manage the allocations of ARP Funds in conformance with federal regulations.

The ideal consulting firm will have demonstrated experience in programmatic disaster recovery and must have intimate knowledge and expertise in the areas of compliance with the federal Office of Management and Budget (OMB)’s Uniform Guidance 2 CFR, Part 200 federal funding requirements, including but not limited to federal acquisition requirements, and operations of the FEMA Public Assistance Program. The County is seeking services in the following areas:

- Cost Recovery and Emergency Advisory Services
 - Assessment, Planning and Decision Making;
 - Application, Reimbursement Request Review, Funding and Cost Reimbursement; and
 - Compliance Monitoring and Reporting.

It is expected this Request for Proposals may result in on-demand contracts to meet the need for timely specific services. In addition to having a comprehensive understanding of the ARP Act, consulting firm(s) must have an understanding of the intricacies of the laws, regulations, policies, timelines, requirements, processes, and systems that govern eligibility and reporting for FEMA, HUD, HHS and other deferral agencies. Consulting firm must have the ability to perform services remotely with access to electronic tools.

The services the selected firm may be asked to perform include, but are not limited to the following:

- Provide technical advisory services related to recovery from COVID-19.
- Development of funding proposal to be adopted by the County Board.
- Assist the County staff in organizing, reviewing, evaluating, and auditing eligibility of projects that are requested using ARP Funds. This work shall include any payments made to outside agencies or cost sharing projects with outside agencies.
- Review and assist with processing payment requests, determining allowable costs, with scope of review and assistance to be set by County.

- Provide oversight and guidance to guarantee compliance with OMB Uniform Guidance 2 CFR, Part 200, including performing internal control risk assessments as required.
- Assist the County in completing the appropriate documentation required for federal grant funding, and the submittal of all eligible expenditures to the appropriate agencies, and within the required deadline. This work shall include assisting the County in responding to any requests for additional documentation or information from the agencies. All documentation submitted must withstand a federal audit.
- Attend meetings with FEMA, U.S. Treasury, or other agencies as may be necessary on behalf of the County.
- Work with the County to resolve disputes with FEMA, U.S. Treasury, Internal Revenue Service, Centers for Medicare & Medicaid Services, external auditors, community partners, or other agencies as may be necessary, including but not limited to the preparation of appeals.
- Assist in reporting and submitting all necessary documentation to the U.S. Department of Treasury, including a required Recovery Plan performance report. This work shall include any interim, quarterly or annual reports in addition to maintaining and tracking all documentation submitted.
- Assist in tracking, maintaining and reporting key project performance indicators including output and outcome measures that describe each project and its impact.
- Assist in community engagement, gathering and structuring community involvement and coordinating presentations to the board as well as responding to community applicants.
- Provide expert programmatic and policy advice on federal disaster relief programs.
- Provide the County with grant/funding close-out services to ensure funding is retained.

PRIME CONTRACTOR CERTIFICATION:

The undersigned hereby certifies that _____

Company Name

Is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Criminal Code of 1961.

Name of Authorized Representative

Title

Signature

Date

Note: A person who makes a false certificate commits a Class 3 Felony.

Sections 33E-3 and 33E-4 provide as follows:

33E-3. Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a Contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from Contracting with any unit of State or local government. No corporation shall be barred from Contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to Contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

33E-4 Bid rotating. A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 Contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same Contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from Contracting with any unit of State or local government. No corporation shall be barred from Contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to Contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

Possible violations of Section 33 can be reported to the Office of the Will County State's Attorney at (815) 727-8453.

**RFQ FORM
SUBMIT TO:**

**Date Released: 9-24-21
Due: 10-15-21, 4:00 P.M.**

WILL COUNTY
PURCHASING DEPARTMENT
302 N. CHICAGO STREET
JOLIET, IL 60432

**#2021-76 RFQ
American Rescue Plan Act
Consulting Support**

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

SOC. SEC # or FEIN: _____

CONTACT: _____

PHONE: _____ FAX: _____

EMAIL: _____

Agency Name and Delivery Address:	WILL COUNTY 302 N. CHICAGO STREET, JOLIET, IL 60432
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For Additional information contact:	KEVIN LYNN PURCHASING DIRECTOR, klynn@willcountyillinois.com
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Signed by: _____ Title: _____

Authorized Representative of Company

ADDENDA FORM

SUBMIT TO:

Date Released: 9-24-21
Due: 10-15-21, 4:00 P.M.

WILL COUNTY
PURCHASING DEPARTMENT
302 N. CHICAGO STREET
JOLIET, IL 60432

#2021-76 RFQ
American Rescue Plan Act
Consulting Support

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____

ZIP _____

SOC. SEC. or F.E.I.N. # _____

CONTACT _____

PHONE _____ FAX _____ EMAIL _____

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

LATE RESPONSES CANNOT BE ACCEPTED!

<u>Respondents Return Address:</u>	
<u>RFQ #:</u>	2021-76 American Rescue Plan Act Consulting Support
<u>DUE DATE:</u>	10/15/21
<u>DUE:</u>	4:00 P.M.
DATED MATERIAL-DELIVER IMMEDIATELY WILL COUNTY PURCHASING DEPARTMENT 302 N. CHICAGO ST., 2ND FLOOR JOLIET, IL 60432	

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

LATE RESPONSES CANNOT BE ACCEPTED!