### **BIDDING REQUIREMENTS**

#### **LEARNING MANAGEMENT SYSTEM**

Will County Health Department 501 Ella Avenue Joliet, IL 60433



**AUGUST 7, 2023** 

To Whom It May Concern:

You are invited to submit your bid to implement the TRAIN Learning Management System (LMS) for the Will County Health Department. This is a one-time project proposal with a live to learners' implementation date no later than March 1, 2024.

Specifications are attached hereto and are considered part of the SEALED BID package.

A 10% Bid Bond or cashier's check made payable to the Will County Treasurer MUST accompany your sealed bid, or it will be rejected. Money orders or company checks will not be accepted.

A <u>Mandatory Pre-Bid</u> Conference will be held at <u>10:00 A.M., on THURSDAY AUGUST 24, 2023</u> at the Will County Health Department, 501 Ella Avenue, Gathering Room (2<sup>nd</sup> floor, room 2002), Joliet, IL, 60433, or via TEAMS Meeting (please notify if interested and a link will be sent to you).

Sealed Bids must be received in the Will County Health Department, Executive Suite, 501 Ella Avenue, Joliet, IL, 60433, **NOT LATER THAN 10:00 A.M., WEDNESDAY SEPTEMBER 13, 2023.** 

Bids will be publicly opened and read by the Will County Health Department Executive Director or designated representative at **10:10 A.M., WEDNESDAY SEPTEMBER 13, 2023,** at the Will County Health Department, 501 Ella Avenue, Gathering Room (2<sup>nd</sup> floor, room 2002), Joliet, IL, 60433.

The Will County Health Department reserves the right to accept or reject any or all bids received.

Should you have any questions regarding this bid, please submit them via email to Mary Kilbride, Executive Assistant at <a href="mailto:mkilbride@willcountyhealth.org">mkilbride@willcountyhealth.org</a>.

We welcome your bid.

#### ADVERTISEMENT OF BID LEARNING MANAGEMENT SYSTEM WILL COUNTY HEALTH DEPARTMENT JOLIET, IL

THE WILL COUNTY HEALTH DEPARTMENT, AS BIDDING AGENT FOR THE WILL COUNTY BOARD OF HEALTH, WILL ACCEPT **SEALED BIDS** FOR THE PREPARATION AND IMPLEMENTATION OF A LEARNING MANAGEMENT SYSTEM FOR THE WILL COUNTY HEALTH DEPARTMENT, 501 ELLA AVENUE, JOLIET, IL

SEALED BIDS FOR THE WILL COUNTY HEALTH DEPARTMENT (HEALTH DEPARTMENT) WILL BE RECEIVED IN THE WILL COUNTY HEALTH DEPARTMENT'S EXECUTIVE SUITE, 501 ELLA AVENUE, JOLIET, IL 60433, UNTIL THE HOUR OF 10:00 A.M., WEDNESDAY SEPTEMBER 13, 2023.

A MANDATORY PRE-BID CONFERENCE WILL BE HELD ON THURSDAY, AUGUST 24, 2023, AT 10:00 A.M. BEGINNING AT THE WILL COUNTY HEALTH DEPARTMENT, GATHERING ROOM (2<sup>nd</sup> FLOOR, ROOM 2002), 501 ELLA AVENUE, JOLIET, IL 60433, or via TEAMS Meeting (please notify if interested and a link will be sent to you).

SEALED BIDS WILL BE PUBLICLY OPENED IN THE GATHERING ROOM AND READ BY THE WILL COUNTY HEALTH DEPARTMENT EXECUTIVE DIRECTOR OR DESIGNATED REPRESENTATIVE AT **10:10 A.M., WEDNESDAY SEPTEMBER 13, 2023,** AT THE WILL COUNTY HEALTH DEPARTMENT, 501 ELLA AVENUE, JOLIET, ILLINOIS 60433.

SPECIFICATIONS AND CONDITIONS OF THE BID ARE AVAILABLE AT <u>www.willcountyhealth.org</u>. AS WELL AS THE EXECUTIVE SUITE OF WILL COUNTY HEALTH DEPARTMENT, 501 ELLA AVENUE, JOLIET, IL, 60433, (815) 740-8982 OR EMAIL <u>mkilbride@willcountyhealth.org</u> AND ON DEMANDSTAR.

THE TENDERING OF A BID SHALL BE CONSTRUED AS ACCEPTANCE OF THE SPECIFICATIONS. THE HEALTH DEPARTMENT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS OR PROPOSALS RECEIVED.

BY ORDER OF THE BOARD OF HEALTH PRESIDENT, DR. BILLIE TERRELL.

# INSTRUCTIONS TO BIDDERS LEARNING MANAGEMENT SYSTEM WILL COUNTY HEALTH DEPARTMENT JOLIET, IL 60433

#### WILL COUNTY HEALTH DEPARTMENT

The Will County Health Department (Agency) is a local, public health department whose work is to ensure the safety and health of those who live and work in Will County, Illinois, through the prevention of disease and injury and by educating and advocating to improve the health. The Will County Health Department (WCHD) is led by a 12-member board who initiates and carries out programs and activities necessary for the promotion and protection of health and control of disease. WCHD is guided by, and collaborates with, the Illinois Department of Public Health.

General categories of service to county residents include:

- Physical and mental wellness
- Infectious diseases
- Foodborne and communicable diseases
- Water and Sewage Services
- Immunization
- Health equity
- Population based strategies to address public health issues
- Advocacy for public health policies to improve the health of populations

A description of all Agency services can be found at <a href="https://willcountyhealth.org/community-health">https://willcountyhealth.org/community-health</a>. WCHD has approximately 300 employees.

#### **General Specifications**

You are invited to submit your sealed bid to provide the preparation and implementation of the TRAIN Learning Management System for the Will County Health Department at 501 Ella Avenue, Joliet, IL. The Health Department shall be the Bid Agent and shall be responsible for all administrative functions (questions, documentation, addendums, notifications, etc.) concerning the bid and bid procedures. This Contract is one time project commencing on October 1, 2023, with a live to learners' implementation date no later than March 1, 2024.

#### **MANDATORY PRE-BID MEETING:**

A <u>Mandatory Pre-Bid</u> Meeting will be held <u>10:00 A.M., THURSDAY AUGUST 24, 2023</u>, at the Will County Health Department, 501 Ella Avenue, Gathering Room (2<sup>nd</sup> floor, room 2002), Joliet, IL, 60433, or via TEAMS Meeting (please notify if interested and a link will be sent to you). You will be expected to acquaint yourself with the scope of services provided by the Health Department and satisfy your knowledge of the organization so that you may successfully prepare and implement a learning resource for this Agency's use. No allowance will be made subsequently in this condition on behalf of any bidder for any error or negligence on the bidder's part. If you do not attend this meeting or arrive late, you will not be permitted to bid. **No exceptions will be made.** 

#### **SEALED BIDS:**

Sealed bids will be received in the Executive Suite, Will County Health Department, 501 Ella Avenue, Joliet, IL, 60433, not later than <u>10:00 A.M., WEDNESDAY SEPTEMBER 13, 2023.</u> BIDS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.

Sealed bids will be publicly opened and read aloud by the Will County Health Department Executive Director or designated representative on **10:10 A.M., WEDNESDAY SEPTEMBER 13, 2023** at the Will County Health Department, 501 Ella Avenue, Gathering Room (2<sup>nd</sup> floor, room 2002), Joliet, IL, 60433.

Bids must be made in accordance with the instructions contained herein.

Bid forms shall be completed in entirety in typewritten form. The complete set of the bid package and contract must be submitted with the proposal, in duplicate with <u>ONE ORIGINAL AND ONE COPY CLEARLY MARKED. BIDS WHICH FAIL TO SUBMIT THE ENTIRE COMPLETED BID PACKAGE AND CONTRACT CLEARLY MARKED WILL BE REJECTED, WILL BE NON-CONFORMING, AND WILL NOT BE ACCEPTED.</u>

Bids shall be submitted on the forms furnished by the Health Department in a sealed package, plainly marked, with the title <u>Learning Management System</u> written/typed on the envelope, with the bidder's name, address, and **the label included on the last page of this bid package affixed to the outside of the sealed bid package.** The following notation shall appear on the sealed bid package: **SEALED BID**: **Learning Management System** 

Bids shall be addressed to the Will County Health Department, 501 Ella Avenue, Executive Suite, Joliet, IL, 60433.

#### **SPECIFICATIONS:**

Specifications are attached hereto and incorporated herein.

#### **TAX EXEMPTION:**

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

#### **SIGNATURE OF BIDS:**

The **signature on bid documents shall** be that of an authorized representative of bidder. An officer of or agent of the offering bidder who is empowered to bind the bidder in a contract shall sign the proposal and any clarifications to that proposal.

Each bidder, by making a bid, represents that the bidder has read and understands the bidding documents.

Any bid not containing said signed documents shall be non-conforming and shall be rejected.

#### **ADVERTISEMENTS:**

The bidder shall not place or maintain any signs, bills, posters, or other advertisements in or about the buildings, except by written permission of Will County Health Department.

#### **BID SECURITY:**

A 10% Bid Bond or Cashier's Check made payable to the Will County Treasurer shall accompany each bid, attached to the front cover, as a guarantee that if the bid is accepted, a Contract will be entered. Money orders or company checks will not be accepted. The bid bond shall equal the proposed cost of the project. The unsuccessful bidders' checks will be returned after the Health Department has awarded the bid. The bid bond or cashier's check of the successful bidder will be returned after being replaced with their performance bond.

#### **PERFORMANCE BOND:**

A Performance Bond for the amount of the Contract's proposed cost will be required from the successful bidder and shall be valid throughout the life of the Contract. The Performance Bond will be returned at the completion of the Contract. If it is difficult to acquire a Performance Bond by the time the Contract is to commence, the Health Department will accept a letter notarized by the Insurance Carrier showing that such Bond is being processed.

#### **BIDDING PROCEDURES:**

- 1. The Will County Health Department shall be the Bid Agent and shall be responsible for all administrative functions (questions, documentation, addendums, notifications, etc.) concerning the bid and bid procedures.
- 2. All bids must be prepared on the bid forms provided by the Health Department and submitted in duplicate, with <u>ONE ORIGINAL AND ONE COPY OF THE ENTIRE COMPLETED BID PACKAGE AND CONTRACT, CLEARLY MARKED</u>, in accordance with the Instructions to Bidders. <u>Any bid package not containing ONE ORIGINAL AND ONE COPY OF THE ENTIRE COMPLETED BID PACKAGE AND CONTRACT, CLEARLY MARKED shall be non-conforming and shall be rejected.</u> The entire bid package are the terms of the agreement.
- 3. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement of Bids or prior to any extension thereof issued to the bidders.
- 4. Unless otherwise provided in any supplement to the Instructions to bidders, no bidder shall modify, withdraw, or cancel their bid or any part thereof for ninety (90) days after the time designated for the receipt of bids in the Advertisement of Bids.
- 5. Changes or corrections may be made in the bid documents after they have been issued and before bids are received. In such cases a written addendum describing the change or correction will be issued by the Health Department to all bidders recorded by the Health Department as having attended the pre-bid conference. Such addendum shall take precedence over that portion of the documents concerned and shall become part of the bid documents. Except in unusual cases, addendum will be issued to reach the bidders at least five (5) days prior to date established for receipt of Bids. If the signed receipt of Addenda form is not included in the bid package and contract (EVEN IF NO ADDENDA ITEMS), the bid package and contract shall be non-conforming and shall be rejected.

6. Each bidder shall carefully examine all bid documents and all addenda thereto and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than five (5) days prior to bid due date, notify the Health Department, who will, if necessary, send written addendum to all bidders. The Health Department will not be responsible for any oral instructions. All inquiries shall be directed to the Executive Assistant, Mary Kilbride, in writing via email at <a href="mailto:mkilbride@willcountyhealth.org">mkilbride@willcountyhealth.org</a>. After sealed bids are received, the bidder will make no allowance for oversight.

#### PRIME CONTRACTOR CERTIFICATION:

Included in this bid package is a Prime Contractor Certification form. This form must be filled out and returned with your sealed bid package or the bid package <u>will not be accepted and shall be non-conforming</u> and shall be rejected.

#### **WORDS AND FIGURES:**

Where amounts are given in both words and figures, the words shall govern. If the amount is not written in words, the unit cost will take precedence over the extended price in case of a discrepancy in the multiplication.

#### **CONTRACT DURATION:**

The Contract is to commence October 1, 2023, and extend until full completion and transfer to WCHD administrative LMS team. LMS live to learner's implementation date must commence no later than March 1, 2024.

#### **REJECTION OF BIDS:**

The bidder acknowledges the right of the Health Department to reject any and all bids received.

#### **DEFAULT:**

In case of default by the successful bidder, the Health Department may procure the articles or services from other sources and may deduct from any unpaid balance due the successful bidder any increase in cost to the county as a result of said default or may collect against the bond or surety for excess costs so paid, and the prices paid by the Health Department shall be considered the prevailing market price at the time such purchase is made.

#### **PREVAILING WAGES:**

This bid is not subject to the Prevailing Wage Act.

#### ADDITION/CHANGE/DELETION OF LOCATIONS AND HOURS:

This bid allows the Health Department to add/change/delete course learning requirements for any Health Department individual learner or department.

#### **NON-DISCRIMINATION:**

The Contractor shall at all times observe and comply with any law, statute, regulation or the like relating in any way to civil rights including but not limited to 775 ILCS 10/1.

#### **EQUAL EMPLOYMENT OPPORTUNITY:**

Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act 775 IL 10/0.01 et seq., as amended.

#### **REGULATORY COMPLIANCE:**

After reviewing 30 ILCS 708- Grant Accountability and Transparency Act (GATA) and (e-CFR) electronic code of Federal Regulations – Title 2 Grants and agreements. Health Department represent all relevant provisions of Appendix II to Part 200- Contract Provisions for non-federal entity contracts required by provisions of the code of Federal Regulations (CFR) have been complied with herein.

#### **PAYMENT PERIOD:**

Payment to the Contractor by the Health Department shall be made in two payments; one at the start of the project and the second following successful and complete project implementation, pursuant to the Local Government Prompt Payment Act.

#### **INSURANCE:**

**RISK OF LOSS:** The Contractor shall assume all risks for loss or damages to materials whether stored on the site or elsewhere, or to tools or equipment owned or rented by the Contractor, and he shall maintain such insurance as he may deem necessary to protect himself against such loss or damage.

#### **TYPES OF INSURANCE:**

- 1. Worker's compensation insurance. The Contractor shall procure worker's compensation insurance as required by applicable state law for all his employees who would be engaged in work on the project. In case any class of employees engaged in any work on the project under this Contract is not protected under the worker's compensation statute, the Contractor shall provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. In addition, the Contractor will provide employer's liability (coverage B) in the amount of \$1,000,000.00.
- 2. Contractor's comprehensive general liability and property damage insurance. Contractor's comprehensive general and property damage insurance shall be in an amount not less than \$1,000,000.00 for injuries including accidental death to any one person and not less than \$3,000,000.00 combined single limit bodily injury, property damage and general aggregate.
- 3. **County's protective liability insurance**. The Contractor shall protect the County or its assignee, if any, from contingent responsibility arising from the work performed under this Contract by adding these parties as named insured as a rider to the general Contractor comprehensive general liability policy:

County of Will, 302 North Chicago Street, Joliet, IL. 60432; Will County Health Department, 501 Ella Avenue, Joliet, IL 60433.

#### PROOF OF CARRIAGE OF INSURANCE:

- 1. The Contractor shall furnish the Health Department at the time of bidding, with certificates showing the type, amount, class, or operations covered, effective dates and dates or expiration of policies, which policies shall specifically refer to the indemnity agreement. Such certificates shall also contain substantially the following statement: "The Insurance covered by this Certificate will not be canceled or materially altered except after 30 days written notice has been received by all named insureds." Any bid not containing said proof of insurance shall be nonconforming and shall be rejected.
- 2. All policies shall substitute the word "Occurrence" for "accident" for both bodily and property damage. "Occurrence" shall be defined to mean an event or series of events or continuous or repeated exposure to conditions, which unexpectedly cause injury or damage during the policy period.
- 3. All insurance coverage shall be provided by Insurance Companies maintaining a financial strength and claims paying ability rating no lower than "A" Minus "VIII" as rated by the most current AM Bests Insurance Guide.

#### **TAXES:**

The Contractor shall pay all applicable sales, use, service use, service occupation, social security, and other taxes, levies, assessments, and duties, and shall make income tax deductions, all as required by local, State and Federal law.

#### **CHOICE OF LAW AND VENUE:**

The bid and this agreement shall be governed by the laws of the State of Illinois, without regard to conflict of law provisions. Venue for any cause of action related to this bid or agreement shall be the Twelfth Judicial Circuit, Will County, Illinois.

#### RIGHT OF THE HEALTH DEPARTMENT TO TERMINATE CONTRACT:

1. If any of the Provisions of the Contract are violated by the Contractor, or if the Contractor shall disregard applicable law, ordinances, rules or regulations or work requirements as spelled out in the bid specifications, or the Contractor shall be adjudged as bankrupt or make a general assignment for the benefit of creditors, or if a receiver should be appointed for the Contractor, or if at any time during the progress of the work the Contractor should allow any indebtedness to accrue for labor, material, or equipment, and should the Contractor fail to pay for labor, material, or equipment, and should the Contractor fail to pay and discharge the same within 5 days after demand made by the person or persons furnishing such labor, material or equipment, the Health Department may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract. Unless within 10 days after the serving of such notice upon the Contractor, such violation or other matter shall have been corrected or satisfactory arrangement for correction have been made, the Contractor shall,

upon the expiration of said 10 days, at Health Department's option, cease and terminate work. The Contract shall then be null and void.

- 2. In the event of any such termination, the Health Department shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within 10 days from the date of the mailing of such Surety of notice of termination, the Health Department may take over work and prosecute the same to completion by other Contract or by force. Contractor shall be liable to the Health Department for any excess cost to the Health Department occasioned thereby, and in such event the Health Department may take possession of and utilize in completing the work, such material, equipment and the like as may be on the project site of the work and necessary, therefore.
- 3. Notwithstanding anything contained herein to the contrary, failure to comply with or perform the services required within the bid specifications shall be cause for termination.
- 4. The Health Department or its assignee may terminate this agreement by giving the Contractor written notification of termination of this agreement by registered United States Mail, sufficient postage prepaid, return receipt requested, addressed to the Contractor at its address stated in the Contract, at least 30 days prior to termination, with service of such notice conclusively presumed to be received on date of dispatch. In such event, the Contractor shall only be entitled to receive a prorated payment for work performed pursuant to the Contract through date of termination.

#### **ILLINOIS FREEDOM OF INFORMATION ACT:**

All submissions to the Health Department become the property of the Health Department and these and any late submissions will not be returned. Once the sealed bids have been opened, your proposal 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 proposal that we treat certain information as exempt. We will not honor requests to exempt entire proposals. 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 proposal with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the proposal as possible. In the event the Health Department receives a request for a document submitted, the Health Department shall provide notice to Contractor as soon as practicable. Regardless, Contractor will be responsible for any costs or damages associated with defending your request for exempt treatment. Furthermore, Contractor warrants that Health Department'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 proposal is accepted by the Health Department all related records maintained by, provided to, or required to be provided to the Health Department during the Contract duration are subject to FOIA. In the event the Health Department receives a request for a document relating to Contractor, its provision of services, or the arranging for the provision of services, the Health Department shall provide notice to Contractor as soon as practicable and, within the period available under FOIA, Contractor 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, Contractor will be responsible for any costs or damages associated with defending the request for exempt treatment. Furthermore, Contractor will warrant that Health Department's response to requests for a document relating to Contractor, its provision of services, or the arranging for the provision of services, will not violate the rights of any third party.

Please be advised also that FOIA provides that any record in the possession of a party with whom the Health Department has contracted to perform a governmental function on behalf of the Health Department, and that directly relates to the governmental function and is not otherwise exempt under FOIA is considered a

public record of the Health Department for purposes of FOIA. 5 ILCS 140/7(2). As such, upon request by the Health Department (or any of its officers, agents, employees or officials), the Contractor shall provide to the Health Department 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 Health Department, Contractor 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, Contractor will be responsible for any costs or damages associated with defending the request for exempt treatment.

#### **AWARDING OF BID:**

Contractors who have submitted bids may be requested to attend an in-person interview for the Health Department management to meet the potential designated manager and / or point of contact for this account.

The bidder acknowledges the right of the Health Department to accept the bid deemed most favorable to the interest of the Health Department after all bids have been examined and evaluated.

The bidder acknowledges the right of the Health Department to reject any or all bids that exceed the financial grant allowance for this project.

The competency, responsibility, and experience, if any, of all bidders will be considered in making the award. The Bid for the Will County Health Department will be awarded by the Board of Health at the September 20, 2023, Board of Health meeting. Notification will be made to the successful vendor.

#### **SUBMITTAL REQUIREMENTS:**

Each of the following items shall be submitted by the bid time mentioned herein in order that the bid will be considered. Any bid not containing items 1 to 7 below shall be non-conforming and shall be rejected:

- 1. 10% Bid Bond or Cashier's Check
- 2. Certificates of Insurance
- 3. Signed Copy of Prime Contractor Certification
- 4. Contractor must submit at least three (3) professional references from commercial customers that included project management and/or were similar in scope with their bid on the completed Reference Form
- 5. Signed Completed Bid Forms
- 6. Signed Receipt of Addenda Form
- 7. One original and one copy of Entire Bid and Contract Package

#### **CONTRACTOR REQUIREMENTS:**

To be qualified to bid, the Contractor must have relevant, professional, and educational project management and compliance process implementation experience and knowledge. Must have full understanding of organization's structure and knowledge of learning management systems. Contractor must submit a descriptive summary of their business including their qualifications for this project. Contractor must submit at least three (3) references with their bid. If these qualifications are not provided or met, the bid package and contract shall be non-conforming and shall be rejected. Contractors may be requested to submit further information regarding their business to better evaluate their Contract bid. Any Contractor may be required by the Health Department to submit additional data to satisfy the Health Department that such Contractor is equipped and prepared to fulfill a Contract should a Contract be awarded to him or her. The Health

Department reserve the right to reject any and all bids that are non-responsive, to waive any non-material informalities in the bidding, and to accept the bid deemed most favorable to the interest of the Health Department after all bids have been examined and evaluated.

#### **LEARNING MANAGEMENT SPECIFICATIONS**

**TRAIN** is a national learning network that provides training opportunities for the Public Health industry. TRAIN provides access to learning modules that fulfill required staff training, obtain continuing education credits to maintain professional credentials and licenses, and stay up to date on emerging health challenges.

Training formats include:

- Online (eLearning, webinars)
- In person (classroom-based)
- Drills & exercises
- Conferences

TRAIN provides the interface to course content that is primarily created through the Public Health Foundation, <u>PHF</u>, and other content creators such as state and county governments. PHF courses are free to learners.

The TRAIN Learning Network is comprised of:

- TRAIN Affiliates that operate branded TRAIN web portals and work to coordinate and make available, workforce training tools. Illinois Department of Public Health (IDPH) is Illinois' TRAIN affiliate.
- Government agencies, academic institutions, and other recognized organizations that post content to the TRAIN Learning Network to be used for workplace learning.

#### Illinois TRAIN (I-TRAIN)

I-TRAIN is a gateway into the national TRAIN interface to the public health foundation database of learning. I-TRAIN is grant funded by the Illinois Department of Public Health (IDPH) through general funds and EP&R funds.

IDPH is the local TRAIN affiliate for the State of Illinois. The Will County Health Department will become a Course Provider through I-TRAIN. I-TRAIN has over 2700 courses available. Course Providers can also access courses outside of the I-TRAIN catalog.

Courses may be created by the Will County Health Department and added to the I-TRAIN catalog. Course development must be in SCORM format.

IDPH has a technical support team for assistance with training an administrative team within the agency to use TRAIN, IT assistance with course development and creating ad-hoc reports. The technical support team will not conduct organizational training for I-TRAIN learners.

THE DUTIES REQUIRED OF THIS CONTRACT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING:

#### **BASIC FUNCTIONS:**

The Will County Health Department (WCHD) seeks to implement the TRAIN Learning Management System (LMS) to fulfill the learning requirements for all Health Department employees. The TRAIN LMS is an online learning resource, thoroughly covering the learning topics required of all WCHD divisions. WCHD employee learning needs include:

Coursework for Will County Health Department Staff

- New employee orientation learning
- Annual Agency and County related and required compliance learning

#### Coursework for Will County Health Department Staff

- New position orientation covering the industry and division where they will work
- New employee training for regulations governing staff positions and divisions
- Renewal training for regulations governing staff positions and divisions
- Routine courses required for position credentialling
- Courses as needed based on changes in the industry, regulations, or society
- Courses needed to advance the skill base of existing staff

A comprehensive and usable LMS plan is the final deliverable to WCHD. The scope of the project requires the following:

- Experienced project manager (s) proficient in learning management systems leading the plan.
- Thorough understanding of TRAIN LMS; <u>www.train.org</u> and the Illinois supported TRAIN program at <u>www.itrain.org</u>
- Preparation of the LMS as a turn-key training program for the Health Department
- Preparation of a WCHD LMS administration team for ongoing management of the LMS
- Preparation for WCHD learners to use the LMS
- Creation of a course list by division and position
- Preparation of all course assignment and completion tracking tool by department
- Preparation and execution of LMS Program communication

#### **RESPONSIBILITIES:**

- The Contractor/Project Manager is expected to define the scope of the project and timeline that will lead to live implementation of the ITRAIN LMS by March 1, 2024, including:
  - Establish LMS implementation outcomes.
  - Define Contractor/Project Manager and WCHD roles and responsibilities.
  - Identify expectations, roles and responsibilities of contractor and WCHD LMS administrative team.
  - Define project timeline and critical completion steps to ensure live implementation date of March 1, 2024.
  - Create a comprehensive and effective learning program (coursework) by division, by learner (all employees). Coursework must be relevant to learner role.
     Coursework will also satisfy relevant accreditation. Coursework will satisfy the

- training needs/goals of specific departments, both for new employees and recurring or periodic training.
- Coursework will be generated from the ITrain learning catalog and WCHD training courses such as new employee orientation.
- Create an automated process for the assignment of courses and tracking of course completion.
- Create a comprehensive training program for WCHD managers including monitoring coursework, assigning coursework, review of courses available, opportunity to create coursework. This is imperative to program adoption success.
- Coordinate with WCHD IT to create easy access to ITRAIN courses from WCHD learners desktop.
- Create login process and credentials for all employees. This can be supported by current employee database.
- Pilot test the plan; make necessary modifications
- Create a comprehensive, electronic project plan for use by WCHD LMS facilitators.
- Transfer ownership of comprehensive, electronic project plan to WCHD upon completion and before the close of the project. The project plan shall be accessible from Microsoft Office Products and not stored on any proprietary software program.
- The electronic project plan shall be editable to meet changing or additional learning needs.
- 2. WCHD realizes that information gathering will be necessarily provided by or yielded from discussions with WCHD division directors or Human Resource staff.
  - Identify the resources required for on-time implementation.
  - Define information needed from WCHD division directors or HR to implement the Project Plan.
  - Identify the process and timeline for information gathering from WCHD division directors.
  - Coursework should include access to skill-based development, certification requirements, and personal development opportunities.
- 3. The Contractor/Project Manager will document how training assignments are entered into the ITRAIN LMS:
  - Initially
  - For ongoing LMS management including course assignment, adding learners, removing learners, changing learners' titles and course assignment.
- 4. The LMS Project Manager will produce and deliver a comprehensive train-the-trainer program to the WCHD LMS Administrative Team who will assume responsibility for LMS management, delivery, and training at the end of the Project. WCHD LMS Administrative Team includes:
  - Executive Director
  - Assistant Executive Director

- HR director
- HR support person
- ITT
- All division directors and other manager(s) representatives from each department
- Safety and Risk Reduction Officer
- Compliance officer
- 5. The LMS Project Manager will produce and deliver comprehensive training sessions for learners. These can be in-person, videoconference or online learning.
- 6. The LMS Project Manager will include a FAQ and troubleshooting resource for learners and the LMS administrative team.
- 7. The LMS Project Plan will deliver procedures for the automated delivery of:
  - Course assignment and due dates to learners.
  - Management reports notifying supervisors of overdue courses and general status of each learner by division/department.
- 8. Critical to success is absolute acceptance of, and accountability to, the LMS and course completion by the learners. The Contractor/Project Manager must encourage commitment to the LMS Project from the following groups:
  - By all division directors and managers
  - By union
  - Administrative leadership
- 9. The Contractor/Project Manager will identify and establish a plan to incorporate existing WCHD learning courses in each department (i.e., New Employee Orientation) into the ITRAIN LMS. The Consultant/Contractor will have access to WCHD IT staff and ITRAIN technical support staffs for this development.
- 10. The Contractor/Project Manager will develop a communication plan announcing the LMS, its purpose and implementation timeline including key roll-out items and dates.
- 11. Prior to project pilot the Contractor/Project Manager will meet with managers/supervisors to discuss implementation expectations and address questions and concerns.
- 12. The Contractor/Project Manager will prepare a final communication and initiate the live LMS.

#### **GENERAL REQUIREMENTS:**

- The Contractor shall provide and schedule sufficient and competent personnel.
- The Contractor must be able to dedicate an experienced and skilled project manager to this LMS project.

- The Contractor shall employ sufficient and competent <u>supervisory</u> personnel with proven performance records.
- Prior to commencing any work under this Contract, all employees of Contractor who have access to any Health Department buildings shall be background checked by the contractor. The awarded contractor is responsible for running a comprehensive background check (including prior employers, schools, and relevant private and public databases) of all contractor's employees working at any of our facilities, as required by the Health Care Worker Background Check Act. No employees will be allowed to work in any of the facilities until they have successfully passed the background check. Results must be made available to the Health Department prior to the contract commencing. Due to the sensitive nature of the work to be performed, the Health Department reserve the right to request Contractor to substitute employees or in the alternative, to reject Contractor's bid or to terminate said Contract.
- In addition, the awarded contractor is responsible for running a comprehensive background check of all <a href="mailto:new">new</a> contractor's employees working at any of our facilities, as required by the Health Care Worker Background Check Act. No NEW employees will be allowed to work in any of the facilities until they have successfully passed the background check. Results must be made available to the Health Department prior to the new employee being allowed to work in any of the facilities. Due to the sensitive nature of the work to be performed, the Health Department reserve the right to request Contractor to substitute employees or in the alternative, to reject Contractor's bid or to terminate said Contract.
- The Health Department may carefully interview Contractor's personnel, screened, reference-checked, and covered by bond and subject to a security clearance.
- The Contractor's personnel shall be able to verbally communicate in a common language with the Health Department and its employees.
- The Contractor ensures that all their employees and/or agents shall abide by all safety rules and regulations, which may be promulgated from time to time by either the Health Department or Contractor as they pertain to the operations.
- The successful Contractor shall pay all salaries, payroll and other taxes, fees, worker's compensation and
  other charges or insurance levied or required by any federal, state, or local statutes relating to the
  employment of its employees.
- Contractor shall provide proper and sufficient training and orientation to Contract Staff to satisfy service.

#### **TERMINATION CLAUSE:**

Failure to satisfactorily perform the duties and responsibilities may result in contract termination if corrective efforts fail to resolve the problem(s). Thirty (30) days written notice is required.

#### **BID FORM**

## LEARNING MANAGEMENT SYSTEM WILL COUNTY HEALTH DEPARTMENT, JOLIET, IL 60433

Due: 10:00 a.m. - WEDNESDAY SEPTEMBER 13, 2023

The Bidder proposes to provide the implementation of a learning management system in accordance with the specifications attached herein.

SUBMIT PROPOSAL TO: WILL COUNTY HEALTH DEPARTMENT

EXECUTIVE SUITE 501 ELLA AVENUE JOLIET, IL 60433

Mandatory Pre-Bid: AUGUST 24, 10:00 a.m.

Date Bids Due: SEPTEMBER 13, 2023, 10:00 a.m.

Date Bids Opened: SEPTEMBER 13, 2023, 10:10 a.m.

Should you have any questions regarding this bid, please submit them via email to Mary Kilbride, Executive Assistant at <a href="mailto:mkilbride@willcountyhealth.org">mkilbride@willcountyhealth.org</a>.

CITY:	ZIP CODE:	
TELEPHONE:	FAX:	
FEIN NUMBER:	<del></del>	

## BID FORM LEARNING MANAGEMENT SYSTEM 2023

Will County Health Department
501 Ella Avenue
Joliet, IL 60433

Juneteenth (observed)

Submit typewritten proposal that responds to all requirements, responsibilities and basic functions as listed on pages 11 - 16 above. Anticipated Number of hours to complete the project Cost per hour \$\_\_\_\_\_ **Anticipated Total Project Cost** \$\_\_\_\_ **Project Cost Not to Exceed** Signed by: Date: \_\_\_\_\_ Title: Place corporate seal here: The Will County Health Department reserves the Right to Accept or Reject Any or All Bids Received. Approved: \_ Billie Terrell, PhD, ACSW, President Will County Board of Health **County Observed Holidays (subject to change) New Year's Day Independence Day** Martin Luther King Jr. Day **Labor Day Columbus Day (observed)** Lincoln's Birthday **Presidents Day** Veterans' Day (observed) **Good Friday (Spring Recess) Thanksgiving Day** Memorial Day (observed) **Day following Thanksgiving Day** 

**Christmas Day** 

#### PRIME CONTRACTOR CERTIFICATION

The undersigned hereby certifies that	
	Name of Contractor
is not barred from Contracting with any unit of or 33E-4 of the Criminal Code of 1961.	State or local government as a result of a violation of either Section 33E-3
Representative of Contractor	Title
Signature	Date
Note: A person who makes a false certificate o	commits a Class 3 Felony.

**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 non-collusive 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.

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

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.

<u>IF THE PRIME CONTRACTOR CERTIFICATION IS NOT SUBMITTED, THE BID PACKAGE AND CONTRACT SHALL BE NON-</u>CONFORMING AND SHALL BE REJECTED.

### REFERENCE FORM: LEARNING MANANGEMENT SYSTEM CONSULTANT CONTRACT REFERENCES

Please provide at least three (3) references for which similar services have been rendered. If at least three (3) professional references from commercial customers that included project management and/or were similar in scope with their bid on the completed Reference Form. If 3 professional references are not provided, the bid package and contract shall be non-conforming and shall be rejected.

COMPANY NAME AND ADDRESS	CONTACT PERSON	PHONE NUMBER AND EMAIL

#### **RECEIPT OF ADDENDA FORM:**

1ailed:				
NAME		F.E	.l.N. #	
				Please check one:
				ty Vendor <u>yes</u> <u>r</u>
	PHONEFAXEMAIL			
ADDENDUM RECEI acknowledged:	PT: Receipt of the fo	llowing Addendum	to the Bidding	g Documents is hereby
No, dated		, signed		
acknowledged:	·			g Documents is hereby
ADDENDUM RECEI	PT: Receipt of the fo			g Documents is hereby
acknowledged:				
No, dated		, signed		
ADDENDUM DECE	DT. Doggint of the fol			
ADDENDUM RECEI acknowledged:				g Documents is hereby

IF THE RECEIPT OF ADDENDUM FORM IS NOT SUBMITTED, THE BID PACKAGE AND CONTRACT SHALL BE NON-CONFORMING AND SHALL BE REJECTED. LATE BIDS CANNOT BE ACCEPTED!

#### LABEL TO BE PRINTED AND AFFIXED TO THE SEALED BID PACKAGE

Vendor Name (From):	
SEALED BID DOCUMEN	<u>I</u>
BID #:	WCHD LMS
DUE DATE:	09/13/2023
DUE:	10:00 A.M.
DESCRIPTION:	WILL COUNTY HEALTH DEPARTMENT LEARNING
	MANAGEMENT SYSTEM
D	ATED MATERIAL – DELIVER IMMEDIATELY
	WILL COUNTY HEALTH DEPARTMENT
	EXECUTIVE SUITE
	501 ELLA AVENUE
	JOLIET, IL 60433

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

**LATE BIDS CANNOT BE ACCEPTED!**