



# LakeCounty

## Purchasing Division

<http://doingbusiness.lakecountyil.gov/>

Lake County will be accepting **only** electronic bid submissions for Invitation for Bid #25151 – Water Tower Tank Exterior Cleaning.

Please follow the steps below to upload your electronic Bid Submission:

1. Go to [www.lakecountypurchasingportal.com](http://www.lakecountypurchasingportal.com)
2. Click on the Bid Number: #25151
3. Click on register for this bid
4. Enter your username and password
5. Under the Submittals section you will be able to upload your bid submittal
  - a. Click on the browse button
  - b. Navigate your computer and select the appropriate file
    - i. Multiple files can be uploaded, each file can be no more than 20 MB
    - ii. Files can also be uploaded as a .zip file
  - c. Click on save submittals
  - d. Close the browser

Please follow the following steps to attend the Public Bid Opening:

1. Go to [www.lakecountypurchasingportal.com](http://www.lakecountypurchasingportal.com)
2. Click on the “Under Review” tab
3. Click on the Bid Number: #25151
4. Click on the “Events” tab
5. Join the Zoom Meeting by clicking on the meeting link
  - a. Please plan on joining the meeting at least 5 minutes early and mute your microphone.

ALL SUBMITTALS SHOULD BE LABELED ACCORDINGLY. PLEASE USE BELOW LABEL FOR YOUR CONVENIENCE

Bid Number: #25151	Bidder Name: _____
Buyer: Matt Finstein	
Bid Description: Water Tower Tank Exterior Cleaning	Deliver to: Lake County <b>ATTN: PURCHASING DIVISION</b> 18 N. County Street – 9 <sup>th</sup> Floor Waukegan, IL 60085
*Bid Due Date: Friday, February 28, 2025, at 11:00 a.m. Local Time	

**\*Please note:** Responses are due on Friday, February 28, 2025, at 11:00 a.m. local time. Please allow sufficient time for any technical issues you may have and upload your bid early. Please email Purchasing at [purchasing@lakecountyil.gov](mailto:purchasing@lakecountyil.gov) to receive confirmation that we have successfully received your submissions. Deadline for questions is Friday, February 21, 2025, at 12:00 p.m. local time.



Lake County Purchasing Division  
18 North County Street Ninth Floor-Admin  
Waukegan, Illinois 60085-4350  
(847) 377-2929

E-Mail: [purchasing@lakecountyil.gov](mailto:purchasing@lakecountyil.gov)

Access Bid Results:  
<http://www.lakecountypurchasingportal.com>

## SUBMISSION INFORMATION

INVITATION: #25151  
BID OPENING DATE: February 28, 2025  
TIME: 11:00 a.m. local time  
LOCATION: Lake County Purchasing  
Submit 1 electronic copy

ISSUANCE DATE: February 3, 2025  
BUYER: Matt Finstein

## INVITATION TO BID VENDOR INFORMATION

COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP CODE: \_\_\_\_\_

## WATER TOWER TANK EXTERIOR CLEANING

The following Water Towers shall be cleaned on a timeline to be determined by Lake County Public Works through November 30, 2027:				
Item #	Description of Item	Quantity	Unit Price	Total
1.0	Exterior Cleaning of the Butterfield Water Tower located at 1140 N. Butterfield Road, Vernon Hills, IL	1	\$	\$
2.0	Exterior Cleaning of the Countryside Lake Water Tower located at 27505 N. Thorntree Road, Mundelein, IL	1	\$	\$
3.0	Exterior Cleaning of the Countryside Manor Water Tower at 30109 N. Park Lane, Libertyville, IL	1	\$	\$
4.0	Exterior Cleaning of the John Mogg Wildwood Water Tower located at 18531 W. Country Lane, Grayslake, IL	1	\$	\$
5.0	Exterior Cleaning of the Brooks Farm Water Tower located at 34436 N. Barberry Ct., Round Lake, IL	1	\$	\$
6.0	Exterior Cleaning of the Hutchins Road Water Tower located at 37389 N. Grandwood Dr., Gurnee, IL	1	\$	\$
7.0	Exterior Cleaning of the Fox Lake Hills Rt. 59 Water Tower located at 37777 N. Hwy 59, Lake Villa, IL	1	\$	\$
8.0	Exterior Cleaning of the Hawthorn Water Tower located at 515 Hawthorn Parkway, Vernon Hills, IL	1	\$	\$
<b>TOTAL BID AMOUNT for Items #1 - #8</b>				<b>\$</b>

**NOTE TO BIDDERS:** Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. Please be advised that any exceptions to these specifications may cause your bid to be disqualified.

If a bid includes any exceptions, Bidders must insert an "X" in the following box indicating a bid submission with exceptions.

☐

PROMPT PAYMENT DISCOUNT: \_\_\_\_\_ % \_\_\_\_\_ DAYS

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder 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.

Authorized Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail \_\_\_\_\_

Fax Number: \_\_\_\_\_

**1. INTENT**

It is the intent of Lake County to enter into a contract for the exterior cleaning of eight (8) water towers from the date this contract is executed through November 30, 2027, for Lake County Public Works in accordance with the specifications outlined herein.

**2. SUBMISSION OF BIDS**

Bids will be accepted until Friday, February 28, 2025, at 11:00 a.m. local time, via the Lake County Purchasing Portal.

**3. SUBMITTALS**

For your bid to be considered responsive, please see the below list of submittals. A responsive bidder is defined as a person who has submitted a bid that conforms in all material respects to the requirements set forth in the invitation for bids.

- Original "Invitation to Bid" including signed form with Total Bid Amount.
- Electronic copy of the complete bid submission.
- Addendum Acknowledgement Form.
- Contractor Qualification Form.
- Reference Form.
- Value Added Services.
- Statement of Sustainability.
- Vendor Disclosure Form.
- Vendor Certification Form.
- Responsible Bidder Affidavit.

**1. BACKGROUND**

Lake County is located in northeast Illinois, between the Chicago and Milwaukee metropolitan areas. Lake County is home to about 736,000 residents. Lake County is committed to open government and transparency, and the County Board's sound fiscal policies have allowed the County to maintain fiscal stability and to achieve AAA bond ratings from Standard & Poor's and Moody's.

**2. AWARD**

Lake County intends to award this contract to the lowest responsive and responsible bidder who is compliant with the specifications, terms, and conditions contained herein. The Bidder shall have specific experience supplying similar service to other customers with similar volume. Lake County reserves the right to request additional information subsequent to the bid date for evaluation purposes. Lake County reserves the right to split award this bid by item, in whole or in part if determined to be in the best interest of the County.

**3. ENTIRE AGREEMENT**

This bid document contains our terms and conditions and constitutes the entire agreement between Lake County and the awarded bidder. Modifications and exceptions taken to the terms and conditions contained herein must be formally accepted in writing by both parties.

**4. BID PRICE**

The price bid shall include all material costs, labor and equipment included but is not limited to all transportation charges to and from destination, including delivery.

- All current or future surcharges on fuel or any other commodity.
- All other overhead charges of every kind and nature.

**5. PRICE ESCALATOR**

Prices throughout the first twelve (12) months of the contract shall remain firm/fixed. Written requests for price revisions after the initial term and subsequent renewals shall be submitted at least sixty (60) days in advance of the annual contract period. Requests must be based upon and include documentation of the actual change in the costs of the components involved in the contract and shall not include overhead and profit. Changes in the contract price shall be made in the amount of the actual change in Bidder cost or the percentage increase in the U.S. Average Consumer Price Index for the Midwest Urban - per category "All Items," whichever is less. Surcharges for fuel and/or other costs shall not be allowed. Manufacturer and/or Warehouse Distributor's price sheets or an equivalent document showing the new pricing may be considered sufficient documentation for a price increase. The County reserves the right to reject any price increase and to terminate the contract.

**6. TERM**

This contract shall be in effect from contract execution through November 30, 2027. At the end of any contract term, Lake County reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place. For any year beyond the initial year, this contract is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the County to appropriate funds in future contract years.

**4. TERMINATION**

Lake County reserves the right to terminate this bid as set forth below.

a. Termination for Convenience:

Lake County reserves the right to terminate this Agreement, or any part of this Agreement, with or without cause, upon 30 days' written notice. In case of such termination, Bidder shall be entitled to receive payment from Lake County for work completed to the date of termination in accordance with the terms and conditions of this Agreement.

b. Termination Due to Material Breach:

In the event that this Agreement is terminated due to the Bidder's material breach, Lake County shall be entitled to purchase substitute items or services elsewhere and charge Bidder with losses the County incurs, including attorney's fees and expenses, notwithstanding any damage limitations the parties may agree to elsewhere.

c. Termination Due to Lack of Appropriations:

If sufficient funds are not appropriated by the Lake County Board to continue the services under this Agreement, then Lake County may terminate this Agreement. Lake County agrees to give written notice of termination to Bidder at least 30 days prior to the end of the last fiscal year for which appropriations were made. Lake County shall remit payment for all work completed and approved or accepted by the County, to the date of termination. Termination under this subsection shall not entitle the Bidder to contractual damages of any kind.

d. Termination Due to Force Majeure Events:

(1) If a Force Majeure Event prevents a party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations under section 16(d)(3), below.

(2) For purposes of this agreement, "Force Majeure Event" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party and any consequences of that event or circumstance.

(3) If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event and may terminate the Agreement based on it, with an obligation to pay only for services performed prior to the Force Majeure Event.

**5. VOLUME/ESTIMATED QUANTITY**

County does not guarantee any specific amount and shall not be held responsible for any deviation. Lake County does not guarantee that the County will buy any or all estimated quantities or total amounts. This contract shall cover the County's requirements whether more or less than the estimated amount. All orders received by the Bidder during the term of the contract shall be filled in accordance with the terms and conditions set forth herein. Lake County reserves the right to add or delete locations to this contract. Pricing of additional locations will be negotiated with the Bidder.

**6. SUBSTITUTIONS**

No substitutions will be allowed during the term of the contract without the express permission of the Lake County Purchasing Division. The Bidder may request permission to substitute items of equal or higher quality when sufficient inventories of an ordered item are not available for delivery within the time required by the using agency.

**7. PRECEDENCE**

Where there appears to be variances or conflicts, the following order of precedence shall prevail: Lake County Specifications; Lake County General Terms & Conditions, Lake County Invitation for Bids Terms & Conditions and the Bidder's Bid Response.

**8. INVOICES AND PAYMENT**

- A. At the start of this contract, the County will issue a purchase order for the work and bidder shall submit invoices detailing the products and services provided and identify the purchase order number on all invoices.
- B. Bidder shall maintain records showing the actual time its employees and agents devoted to the project, and the costs incurred. Bidder shall permit a representative from Lake County to inspect and audit all of Bidder's data and records for the work and services provided under this contract. Bidder shall make these records available at reasonable times during the contract period and for one year after the end of the contract.
- C. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, which generally requires approval of a vendor's bill within 30 days of receiving the invoice for the services contained in it, and payment within an additional 30 days (50 ILCS 505/1 et seq.).

Lake County's fiscal year ends on November 30. Invoices for services the bidder has rendered up until November 30 of each year must be received by Lake County on or before January 15 of the subsequent calendar year.

Other than the timeframe for payments related to the end of Lake County's fiscal year, as stated above, Lake County shall not be held financially liable for payment of any services rendered if the invoice for such services is not sent to the County within 90 days from the date the services were provided.

If this contract is terminated prior to its expected expiration date, the bidder must submit all invoices to Lake County no later than 30 days after the effective date of the termination.

Payment for invoices received beyond the time periods in this subsection will be denied, absent an agreement to the contrary. Failure of the bidder to invoice the County in the timeframes noted in this section shall constitute the bidder's waiver of the bidder's right to payment.

Invoices shall be sent to the following address: **Lake County Public Works, 650 W. Winchester Road, Libertyville, IL**

#### **9. UNBALANCED BIDDING**

Bidders shall not submit a bid which contains irregularities of any kind, including unbalanced bids. By an unbalanced bid, it is meant that one or more separate items are substantially out of line with the current market price for the materials and/or work covered hereby. The County reserves the right not to award any items or to negotiate unit prices that appear excessive or unbalanced.

#### **10. INDEMNIFICATION**

Bidder agrees to indemnify and defend Lake County (its employees, elected officials, executives, and agents) from all claims, actions, demands, judgments or liabilities, fines, penalties, and expenses, including without limitation reasonable legal fees and expert costs, arising out of this bid and arising from the bidder's (its employees', executives', and agents') actions, whether negligent, reckless, or intentional. Lake County shall provide notice to bidder promptly of any such claim, suit, or proceeding, and will assist bidder, at bidder's expense, in defending any such claim, suit, or proceeding.

#### **11. CONFIDENTIALITY**

Bids are subject to the Illinois Freedom of Information Act (FOIA) once an award is made. As such, all bidders responding are asked to submit one redacted copy of their bid that can be used by the County to respond to any future FOIA requests for the bid.

Please refer to the FOIA statute, 5 ILCS 140/1 et seq., and specifically Section 7 therein, for explanation of information that may be redacted. For example, information exempt from disclosure in response to a FOIA request includes but is not limited to: highly personal or objectionable information; trade secrets and commercial or financial information claimed as proprietary, privileged or confidential, the disclosure of which would cause your business competitive harm; valuable formulae, computer geographic systems, designs, drawings and research data when disclosure of the same would produce private gain or public loss; certain construction related technical documents; and information associated with automated data processing operations that, if disclosed, would jeopardize system or data security.

If no redacted copy is provided, the Lake County Purchasing Division reserves the right to determine what information should be redacted as proprietary, privileged, or confidential in response to a FOIA request. A bidder who fails to provide a redacted copy of its proposal waives its right to maintain any claims against Lake County, its agents, or employees for disclosure of this information.

#### **12. ASSIGNMENT**

Any Agreement entered into as a result of this bid shall not be assigned, delegated, or modified without the express written consent of both parties. The Agreement supersedes all other agreements, oral or written, between the parties with respect to the subject matter of the Agreement.

If Lake County agrees that the bidder may assign, delegate, or subcontract the work under the Agreement, bidder shall remain contractually liable to Lake County unless otherwise agreed in writing.

### **13. ADDENDA**

Any and all changes to the specifications and terms and conditions of this Bid are valid only if they are included by addendum issued by Lake County Purchasing. Bidders shall acknowledge addenda by signing the enclosed Addendum Acknowledgement form. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda as issued shall become part of the bid documents. It is the vendor's responsibility to check for addendums, posted on the website at <http://lakecountypurchasingportal.com> prior to the submittal due date. No notification will be sent when addendums are posted unless there is an addendum issued within three business days of the submittal due date.

### **14. ADDITIONAL INFORMATION**

Should the bidder require additional information about this bid, please submit questions on our website at <http://lakecountypurchasingportal.com> by selecting the bid number and addendum link. Questions may also be submitted via email to [purchasing@lakecountyil.gov](mailto:purchasing@lakecountyil.gov). All questions shall be submitted no less than seven (7) days prior to the bid opening date. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

### **15. NON-ENFORCEMENT BY THE COUNTY**

The Bidder shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the County, on any one or more occasions, to insist on the Bidder's performance or to seek the Bidder's compliance with any one or more of said terms or conditions.

### **16. CHANGE IN STATUS**

The Bidder shall notify Lake County immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. Lake County shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

### **17. JOINT PURCHASING**

The purchase of goods and services pursuant to the terms of this Contract shall also be offered for purchases to be made by other governmental units, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each governmental unit and the successful Bidder. The Bidder agrees that Lake County shall not be responsible in any way for purchase orders or payments made by the other governmental units. The Bidder further agrees that all terms and conditions of this Contract shall continue in full force and effect as to the other governmental units during extended terms. The credit or liability of each governmental unit shall remain separate and distinct. Disputes between Bidders and governmental units shall be resolved between the immediate parties.

The Bidder and the other governmental units may negotiate such other and further terms and conditions to this Contract ("Other Terms") as individual projects may require. To be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful Bidder and the other governmental unit.

The Bidder shall provide the other governmental units with all required documentation set forth in the solicitation including but not limited to: performance and payment bonds, Certificates of Insurance naming the respective governmental unit as an additional insured and certified payrolls to the other governmental unit as required.



## **18. REPORTING REQUIREMENTS**

All awarded vendors will identify and report the type of ownership— L/W/MBE, and/or not L/W/MBE for any work that they or their approved subcontractors will perform. In addition, Lake County requests that all awarded vendors provide an accounting of employees assigned throughout the term of the contract in regards to their home address and ethnicity. Lake County may use any data collected to report on potential of businesses and workers benefitting from County contracts.

Lake County launched a **Buy Local. Build Local. Work Local.** initiative in 2013 to increase the outreach and procurement opportunities for businesses located within Lake County, including women-owned businesses and minority-owned business enterprises (L/W/MBE). The overarching objective is to maximize participation from these businesses in the County's procurement process, in accordance with applicable law. The County will take all necessary and reasonable steps to assure that business enterprises defined as L/W/MBE shall have a fair opportunity to participate in County contracts. As part of its Economic Opportunity Program (EOP) commitment the County will make every effort to achieve the following objectives:

- (a) To ensure nondiscrimination in the award and administration of contracts;
- (b) To create a level playing field on which L/W/MBEs can compete fairly for contracts by providing any necessary training and assistance in bid preparation;
- (c) To ensure that the County's EOP is narrowly tailored in accordance with applicable law;
- (d) To establish a means for firms identifying themselves as L/W/MBEs to register for procurement opportunities and work cooperatively with contracted firms to report on measures that demonstrates the County's commitment to its EOP; and,
- (e) To help remove barriers to the participation of L/W/MBEs through notification of contract opportunities.

Successful proposers are encouraged to work with Workforce Development to post any and all opportunities for employment on County contracts. Lake County's Workforce Development mission is to foster and ensure the economic prosperity of the Lake County community by maximizing the potential of businesses and workers. As such, Workforce Development provides a key resource for job seekers and employers.

State law mandates an open and competitive bidding process and requires that publicly procured contracts be awarded to the lowest responsible and responsive bidder with no demonstrated preference based on the bidder's location, race and gender.

## **19. DEBARMENT AND SUSPENSION WITH LAKE COUNTY**

The Lake County Purchasing Ordinance § 33.125 through 33.126 defines the County's Authority and Decision to Debar.

The bidder certifies to the best of his or her knowledge and belief that the bidder:

- A. Is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- B. Has not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- C. Is not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Has not, within a three-year period preceding this contract, had one or more public transactions (Federal, State, or local) terminated for cause or default.

Bidder agrees that, during the term of this Agreement, Bidder shall report to the County's contract administrator, within 10 days, any allegations to or findings by the National Labor Relations Board (NLRB) or Illinois Labor Relations Board (ILRB) that Bidder has violated a statute or regulation regarding labor standards or relations. If an investigation by the County results in a final determination that the matter adversely affects Bidder's responsibilities under this Agreement, then the County may terminate this contract.

**20. NON-DISCRIMINATION**

During the term of this agreement, Bidder agrees to and shall comply with (1) the Equal Opportunity Employer provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order Number 11246, as amended by Executive Order 11375, and (2) Chapter 33 of Title III of the Lake County Code of Ordinances (titled "Purchasing").

All Contracts may be subject to change

The Bidder must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A- VIII and provide the County with a Certificate of Insurance 15 days before the start of the project., and thereafter annually for contracts/ projects that will last more than one year. Insurance in the following types and amounts is necessary:

**Commercial General Liability Insurance**

In a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:

- Premises and Operations
- Independent Contractors
- Products/Completed Operations – up to 2 years after each project completion
- Liability assumed under an Insured Contract/ Contractual Liability
- Personal Injury and Advertising Injury

With limits of liability not less than:

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

\$ 1,000,000 Personal and Advertising injury limit

\$ 2,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the contractor's projects away from premises owned or rented to contractor.

**Automobile Liability Insurance**

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

The Bidder's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:

\$ 1,000,000 Combined single Limit (Each Accident)

**Excess/ Umbrella Liability**

Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage, limits of insurance will be based on size of project:

\$ 2,000,000 per occurrence limit (minimum, and may be higher depending on the project)

Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of the Bidder arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Bidder's employees, with limits listed below:

**Employers Liability**

- a) Each Accident \$1,000,000
- b) Disease-Policy Limit \$1,000,000
- c) Disease-Each Employee \$1,000,000

Such Insurance shall contain a waiver of subrogation in favor of Lake County.

**Professional Liability – Errors and Omissions**

The Bidder's Architect/ Engineer/Consultants for the plans of the project shall be written with limits of insurance not less than the following:

\$ 1,000,000 per claim per policy year

Coverage shall be provided for up to three (3) years after project completion. Policy is to be on a primary basis if other professional liability is carried.

#### Liability Insurance Conditions

Bidder agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- b) The Bidder's insurance shall be primary & non-contributory over Lake County's insurance in the event of a claim.
- c) Bidder agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and volunteers and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change. A blanket additional insured ISO endorsement is preferred for Bidders who have multiple projects with the County.
- d) Lake County shall be provided with Certificates of Insurance and should include the appropriate corresponding ISO form endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies. No manuscript endorsements will be accepted. Any hard copies of said Notices and Certificates of Insurance and Endorsements shall be provided to:

Lake County  
Purchasing Division  
18 N. County 9th Floor  
Waukegan, Illinois 60085

- e) Electronic copies of Notices, Certificates of Insurance and Endorsements can be emailed to [Purchasing@lakecountyil.gov](mailto:Purchasing@lakecountyil.gov) in place of hard copies.

Failure to Comply: In the event the Bidder fails to obtain or maintain any insurance coverage required under this agreement, Lake County may purchase such insurance coverage and charge the expense to the Bidder.

**1. Substantial Completion:**

The successful Bidder shall commence construction as soon as possible following execution of the contract. Bid Items #1 through #8 shall be completed on a timeline to be determined by Lake County Public Works through November 30, 2027.

**2. Contract Time:**

Any claim by the Bidder for time lost in the performance of the Work caused by acts or neglect by the County or any of its representatives or because of any injunction which may be brought against the County or its representatives shall be fully compensated for by an extension of time in an amount equal to the time lost due to such delay, and such time extension shall be the Bidder's sole and exclusive remedy for such delay.

**3. Bid Security:**

Each Bid shall be accompanied by a security in the form of a bond. Acceptable forms of security which may be submitted are: an executed surety bond issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A-; cash; certified check or cashier's check made payable to Lake County (not including personal or company checks, which are not acceptable); an irrevocable letter of credit; or any other form of deposit issued by a financial institution and acceptable to the Lake County. Bond shall be an amount equal to at least ten (10%) percent of the Total Base Bid Price, payable without condition to the County.

**4. Schedules:**

The awarded Bidder shall execute the Work on a timeline to be determined and provided by Lake County Public Works and shall furnish the following to the Lake County Purchasing Division:

- Within ten (10) calendar days after award of the contract, Certificates of Insurance and endorsements to comply with specified requirements herein before.

**5. Site Inspection:**

It is understood that the Bidder, before submitting a Bid, has visited the site, has examined the nature, location, character, quality and quantities of materials, and local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. No allowance will be made for not being familiar with existing conditions or requirements of the Contract Documents. Where conflicts exist within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes and ordinances, the more stringent, or higher quality requirements shall apply. Large scale drawings shall take precedence over small scale drawings; figured dimensions on the drawings over scaled dimensions and noted material over graphic representations.

**6. Labor Statutes, Records and Rates:**

The following enclosed documents shall be a part of the Contract Documents for this project:

"Labor Statutes, Records and Rates"

"Prevailing Wages for Construction Trades," as issued monthly by the Illinois Department of Labor.

**7. County's Right to Do Work:**

If the Bidder defaults or neglects to execute the Work in accordance with the Contract documents or fails to perform any provision of this contract, the County, after three business days' written notice to the Bidder may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment due the Bidder.

**8. Prevailing Wage Act:**

This project is subject to the Wage of Employees on Public Works (Prevailing Wage) Act (Illinois Revised Statutes, Chapter 48, Section 39s, et. seq.). Not less than the minimum wage rates as established by Lake County or State of Illinois Department of Labor shall be paid.

#### **9. Compliance with the Specifications:**

Each bidder must answer all questions in the bid. If you are unable to comply with a specific item in the bid, you are to prepare a list of exceptions and include the exceptions in your cover letter. If you do not indicate exceptions to the Requirements, you therefore guarantee that you fully comply with the Requirements. Exceptions to the specifications may cause your bid to be disqualified.

#### **10. Warranty:**

Neither the final payment, nor any provision in the Contract, shall constitute an acceptance of work not done in accordance with the Contract or relieve Bidder of liability in respect to any excess warranties or responsibility for faulty materials or workmanship. If, within one year after the date of complete project Substantial Completion of all the contracted Work or after the date for commencement of warranties, or by terms of an applicable special warranty required by the Contract, any of the Work is found to be not in accordance with the requirements of the Contract, Bidder shall correct the Work and pay for any damage to other Work or property resulting there from within seven (7) calendar days after receipt of written notice from the County. The period of one year shall be extended with respect to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. The County shall give notice of observed defects with reasonable promptness after discovery of the condition.

#### **11. Use of Site:**

The activities around the County's Site will continue, without interruption, during the course of this Work. The Bidder must coordinate his Work operations so as to cause the least possible inconvenience to the activities, both inside and outside, of the Site.

#### **12. Cleaning Up**

All excess material and/or debris must be removed from the site at the end of **each** work day and must be kept from littering the site; such material must be kept in a confined area.

#### **13. Security:**

The Bidder shall protect Work, stored materials and construction equipment from theft and vandalism; protect premises from entry by unauthorized persons; protect County's operations at site from theft, vandalism or damage from Bidder's Work or employees.

#### **14. Change Orders:**

The County believes that the project is fully defined in the bid solicitation documents and that change orders will not be necessary. However, **in the event that a change order is required, the Contractor shall review the scope of Work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications.** All change orders and alternative suggestions must be approved by the County prior to execution. All change order mark-ups shall be limited to a maximum 10% overhead and profit on all subcontractor work and self-performed work and a maximum of 5% overhead and profit on all general contractor administration of subcontracts. Work performed without proper authorization shall be the Contractor's sole risk and expense.

#### **15. Delays and Extensions of Time:**

Pursuant to applicable provisions of the Illinois Criminal Code 720 ILCS 5/33E-9, the Contract Time may be extended by thirty (30) days or more **only** when the circumstances said to necessitate the change in performance:

- Were not reasonably foreseeable at the time the contract was signed.
- Were not within the contemplation of the contract as signed.
- Are in the best interests of the County.

#### **16. Taxes:**

33.01 OWNER is exempt from the Illinois State and municipal or county Retailers Occupation Tax, Service Occupation Tax, Use Tax, Service Use Tax, as described in Illinois Revised Statute Chapter 120. Bid prices shall not include the cost of such taxes.

33.02 Federal excise tax does not apply to materials or services purchased by OWNER. Should the federal excise tax be applicable to this transaction, OWNER will furnish a federal exemption certificate. The Bid prices quoted herein by Bidder shall include all other direct or indirect federal, state, and local taxes which apply.

33.03 Pursuant to 86 Ill. Adm. Code 130.2076, tangible personal property that is purchased by CONTRACTOR for incorporation into the OWNER's real property pursuant to CONTRACTOR's performance of this Contract shall be deemed purchased by the CONTRACTOR for the OWNER and transferred by the CONTRACTOR to the OWNER upon completion of this Contract.

33.04 CONTRACTOR(S) shall forward this information to their Suppliers in order that the sale of such materials and equipment be properly recorded as a tax-exempt sale. Such information shall be accompanied by a copy of the Contract or Purchase Order.

33.05 It shall be the CONTRACTOR's sole responsibility to obtain any necessary approvals from the Illinois Department of Revenue to obtain any exemption from the Retailers' Occupation Tax. If necessary, and upon request of the CONTRACTOR, the OWNER shall supply its tax exemption certificate to the CONTRACTOR, provided that CONTRACTOR shall not alter the tax exemption certificate and shall use it solely for purposes of exempting the above described personal property purchases pursuant to the Contract.

#### **17. Final Completion:**

The Bidder shall have thirty (30) calendar days from the date of Substantial Completion of each designated location to complete all Work and submit to the County a final Application for Payment.

If the County's inspection discloses any item that is not in accordance with the requirements of the Contract Documents, the Bidder shall complete or correct such item within fourteen (14) calendar days after receipt of notice from the County.

#### **18. Contract Performance and Payment Bonds:**

- a. The Bidder selected by the County shall furnish to the Contracting Authority within ten (10) calendar days after being notified of the acceptance of Bid:
- b. A performance bond satisfactory to the County, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the Total Awarded Contract as security for the faithful performance of the Contract; and
- c. A payment bond satisfactory to the County, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor or Subcontractors for the performance of Work provided for in the Contract, in an amount equal to 100 percent (100%) of the Contract price.
- d. Documents required by this section must be received and approved by the County before a written Contract will be issued.
- e. Contractor may be required to update performance and payment bond if contract value changes.

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

**1.0 Equal Employment Opportunity:**

**1.1** Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."

**1.2** Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state or its units of local government and school districts."

**1.3** The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."

**1.4** 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 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

**2.0** The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."

**3.0** The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."

**4.0** This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. The Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.



4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."

4.1.1 The County shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the County. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.

Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.

4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Subcontractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."

4.2.1 The Contractor shall submit to the County by tenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Subcontractors.

4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.

4.2.3 Included with the payroll records, the Contractor and each Subcontractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.

5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the County or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

6.0 The Illinois Department of Labor provided notice that due to the high unemployment rate caused by the ongoing COVID-19 pandemic, the Employment of Illinois Workers on Public Works Act will take effect beginning July 1, 2020. State law requires the workforce on all public works projects to be comprised of a minimum of 90% Illinois residents. Please review the statute at the following link at <http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=549&ChapterID=7> and acknowledge, in writing that your respective organization will comply with the requirements set forth. The requirements set forth in this Act will be in full effect until notified, in writing, by Lake County.

## **WATER TOWER TANK EXTERIOR CLEANING SPECIFICATIONS**

**FEBRUARY 2025**

The work involves pressure washing the exterior surfaces of elevated water towers and standpipes that Lake County Public Works owns and operates throughout Lake County Illinois.

The bidder shall utilize a low-pressure power washer with a pressure range between 800 – 1200 psi and shall not exceed 2000 PSI. The bidder shall be able to introduce a detergent to remove the dirt, mold and mildew without removing the tank coating. The bidder shall use a 15-to-25-degree fan nozzle or turbo (oscillating) washer nozzle to obtain a clean uniform appearance and not create stripes on the water tower surface. The bidder shall provide their own pressure washer and hoses to reach the work zone.

The bidder will need to use their own lift or rent one to reach the upper portions and top of the tank. The ground surrounding these tanks shall be protected to prevent damage (ruts and mud), while maintaining a stable platform to operate from and preventing the lift from tipping or toppling over.

If at any time the bidder attaches cables, lifts or baskets, these must not cause damage to the exterior surface or result in scratches or paint removal. The bidder shall repair said damage at their expense.

Many of our water towers have communication equipment mounted to support radio and cellular communications. This equipment (cabling, antennas, dishes, etc.), must be protected from damage.

The bidder shall use an environmentally safe detergent to clean and remove dirt, dust, mold and mildew from the surface of the water tower. Presoaking heavily impacted areas may be required to aid in removal.

A clean water rinse shall follow to remove any detergent that remains.

Lake County Public Works will require the application of an anti-mildew inhibitor.

As exposed surface defects or coating failures are found (mainly rusted areas), they should be brought to the owner's attention. A determination shall be made on how to address these areas. Which most likely involve hand tool cleaning to remove the rust, spot priming followed by a topcoat that best matches the tower's color.

The bidder shall be responsible for repairing any damage incurred during the project, caused by the lift or damaged from pressure washing, this includes landscaping, and any items attached to the tower. If at any time the bidder should identify something of concern, they should document the current state of the towers before cleaning and bring it to the owner's attention immediately.

If the specification indicates protecting something, then the bidder shall determine how to best protect said equipment from whatever they are doing. The bidder should perform due diligence in inspecting electrical connections to ensure worker safety.

The coating used for repairs shall be compatible with the existing substrate and shall be determined accordingly based on the number of repairs required.

Lake County Public Works will provide a water meter with a backflow device to be attached to a nearby fire hydrant. The bidder will not be charged for the water used to complete the project. The bidder shall take full responsibility for the meter requested and issued.

The bidder shall install the meter and backflow device at the beginning of each day and remove it at the end of the day to prevent someone from stealing the meter and backflow device.

In the event that the meter and or backflow device is damaged, lost or stolen during the project, the bidder shall be charged the deposit fee. A change order shall be issued reducing the final payout for the meter deposit.

The water meter charges are effective on December 1, 2024. Future increases established in the Public Work's applicable rate ordinance §51.24 will be applied to the contractor meter deposit fee. The Bidder shall be responsible for any rate increases effective December 1, 2025 and December 1, 2026.

The FY2025 deposit for a meter is based on size listed below:

1" = \$441, 1-1/2" = \$1,151, 2" = \$1,307, 3" = \$2,890

### **Fire Hydrant Operations**

Care must be taken when operating a fire hydrant to prevent main break(s).

Lake County Public Works Water operator will provide training in the operation of the hydrant and the installation and removal of the meter backflow assembly. The bidder shall have two or more individuals available to be trained to safely operate the hydrant. This includes the mounting of the meter / backflow preventer and its removal at the end of each workday.

The meter / backflow preventer shall be stored in a safe and secure manner when not in operation.

**WATER TOWER TANK EXTERIOR CLEANING****LOCATIONS****FEBRUARY 2025**

<b>Water Tower</b>	<b>Address</b>	<b>Gallon Size</b>	<b>Tank Size</b>
Butterfield Water Tower	1140 N. Butterfield Road, Vernon Hills, IL	500,000 Gallon Water Spheroid Tower	121.9' to the Top
Countryside Lake Water Tower	27505 N. Thorntree Road, Mundelein, IL	250,00 Gallon Water Spheroid Tower	96" to the Top
Countryside Manor Water Tower	30109 N. Park Lane, Libertyville, IL	150,000 Gallon Water Spheroid Tower	98.5' to the Top
John Mogg Wildwood Water Tower	18531 W. Country Lane, Grayslake, IL	150,000 Gallon Legged Tower	130' to the Top
Brooks Farm Water Tower	34436 N. Barberry Ct., Round Lake, IL	400,000 Gallon Water Spheroid Tower	131.1' to the Top
Hutchins Road Water Tower	37389 N. Grandwood Dr., Gurnee, IL	400,000 Gallon Water Spheroid Tank	152' to the Top
Fox Lake Hills Rt. 59 Water Tower	37777 N. Hwy 59, Lake Villa, IL	150,000 Gallon Water Spheroid Tank	125' to the Top
Hawthorn Water Tower	515 Hawthorn Parkway, Vernon Hills, IL	500,000 Gallon Water Spheroid Tank	118.9' to the Top



### Addendum Acknowledgement

The undersigned acknowledges receipt of the following addendum(s):

ADDENDUM #

I have examined and carefully prepared the submittal documentation in detail before submitting my response to Lake County.

Submittal Number: \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

It is the vendor's responsibility to check for addendums, posted on the website at <http://lakecountypurchasingportal.com> prior to the submittal due date. No notification will be sent when addendums are posted unless there is an addendum posted within three business days of the submittal due date.

If the submittal has already been received by Lake County, vendors are required to acknowledge receipt of addendum via email to [purchasing@lakecountyil.gov](mailto:purchasing@lakecountyil.gov) prior to the due date.

Submittals that do not acknowledge addendums may be rejected.

**WATER TOWER TANK EXTERIOR CLEANING  
CONTRACTOR QUALIFICATIONS**

**FEBRUARY 2025**

Name and Address of Office from which this contract will be administered  
(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address \_\_\_\_\_

Project Manager: \_\_\_\_\_

# Years in Business: \_\_\_\_\_

Number of Employees: \_\_\_\_\_

Annual Sales: \$ \_\_\_\_\_

Dunn & Bradstreet #: \_\_\_\_\_

Indicate if your firm is signatory to a union: \_\_\_\_\_

List employees who will be dedicated to the Project: (Attach additional pages as necessary)

NAME	POSITION TITLE	NUMBER OF YEARS	AREA OF RESPONSIBILITY/TASK EXPERIENCE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Please return this form with all Bid Documents by the date and time shown on the Invitation to Bid.**

Pursuant to applicable sections of the Lake County Purchasing Ordinance, the Purchasing Division is required to determine whether or not a bidder is responsible. A responsible bidder is defined as "an entity (business) who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance." Information furnished by a bidder will be reviewed by the Purchasing Division, using department, and the project architect /engineer. Said information shall not be otherwise disclosed without prior written consent by the bidder. Failure to submit this form by the date and time specified shall be cause for rejection of your bid.

**QUALIFICATIONS OF A RESPONSIBLE BIDDER**

**BIDDER shall comply with the following requirements:**

Business duration: Minimum 5 years in business.

- a. References and Example Projects as identified in Section 4.0 shall meet the requirements listed therein.
- b. Safety: Worker's compensation premium modifier not more than 1.0 or an explanation of special circumstances.
- c. Contract completion history: No defaults of any construction.
- d. Reference check: Positive references and confirmation of firm's capabilities.

The contracting authority reserves the right to request written documentation of these qualifications. Project experience documentation shall include, at a minimum, the following information: Project name, brief project description, construction cost, construction start and completion dates, owner, owner's agent and architect including contact names and phone numbers.

**1. For the current proposed project, list work to be performed by your own forces:**

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**2. List Proposed Major Subcontractors for this Project:**

Trade	Name	Amount (\$)	Apprenticeship Program Name	U.S. Dept. of Labor Registration Number

**3. Bank Reference:**

Address:

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Contact:

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**4. Bonding Company:**

Agency Name:

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Address:

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Contact:

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**5. Insurance Company:**

Agency Name:

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Address:

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Contact: \_\_\_\_\_  
\_\_\_\_\_

6. Trade References (list Four):

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact: \_\_\_\_\_

Telephone #: \_\_\_\_\_

7. A. Have you within the last five years failed to complete a contract?

Yes \_\_\_\_\_ No \_\_\_\_\_

B. Are there any judgments, claims or suits pending or outstanding against you?

Yes \_\_\_\_\_ No \_\_\_\_\_

If answer to either question is Yes, submit details on a separate sheet.

C. List all claims that have been filed by or against your firm due to construction contracts in the last five years, including arbitration:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Financial Statement- attach separate sheet(s) as necessary:



Current Assets:	\$	
Fixed Assets (Depreciated):	\$	
Other Assets:	\$	
Total Assets:		\$
Current Liabilities:	\$	
Long Term Liabilities:	\$	
Total Liabilities:		\$
Net Worth:		\$

Date of Latest Balance Sheet: \_\_\_\_\_

Accounting Firm: \_\_\_\_\_

(Lake County reserves the right to request a copy of financial statement.)

**10. Major Contracts Completed During Last Five Years:**

Year	Name of Project	Architect/Engineer	Contract Amount (\$)

**11. Average Annual Billing for Last Five Years:** \$ \_\_\_\_\_

**12. Total Work in Progress and Under Contract:** \$ \_\_\_\_\_

**13. List All Major Work Currently Under Contract:**

% Completed	Name of Project	Architect/Engineer	Contract Amount (\$)


The undersigned hereby certifies that answers to the foregoing questions and all statements therein contained are true and correct. Surety, bank, subcontractor, supplier, or any other persons, firms or corporations with whom we have done business, or who have extended any credit to us are hereby authorized to furnish you with any information you may request concerning our organization including, but not limited to, information concerning performance on previous work or credit standing with any of them. We hereby release any and all such parties from any legal responsibility whatsoever of having furnished such information to you.

Name of Organization: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## REFERENCES

List below other similar size clients for whom you have provided similar services. Please include the email address for each reference.

Agency Name:
Mailing Address:
Contact Person/Title:
Phone Number:
Email:
Dates of Service:
Project/Service Provided:
Number of Employees:

Agency Name:
Mailing Address:
Contact Person/Title:
Phone Number:
Email:
Dates of Service:
Project/Service Provided:
Number of Employees:

Agency Name:
Mailing Address:
Contact Person/Title:
Phone Number:
Email:
Dates of Service:
Project/Service Provided:
Number of Employees:

Agency Name:
Mailing Address:
Contact Person/Title:
Phone Number:
Email:
Dates of Service:
Project/Service Provided:
Number of Employees:

**WATER TOWER TANK EXTERIOR CLEANING**  
**VALUE ADDED SERVICES**

**FEBRUARY 2025**

Please include any value-added services your firm provides in your response:


The County of Lake has a responsibility to balance fiscal, environmental and social considerations into its operational decision-making process. The County's commitment to green and sustainable practices and good environmental stewardship was memorialized by the Lake County Board in the County's 2013 Strategic Plan where sustainability is listed as a value and a goal. This was further strengthened in September 2020 by adopting a Net Zero Emissions goal through Joint Resolution. Therefore, we shall promote environmentally preferable purchasing, whenever practical, by procuring goods or services that lessen the destructive effects on the environment and the health and well-being of all citizens.

Consideration of the practices adopted by our contracted firms is key to magnifying the impact of the County's sustainability measures. Proposers are requested to provide a Statement of Sustainability demonstrating the methods they have incorporated into their firms. Sustainability may be one of the scoring criteria included the evaluation rubric for the award of this contract.

#### **INSTRUCTIONS**

Please provide a narrative outlining any policies or practices implemented by your firm to reduce your carbon footprint. Your response should include, but need not be limited to:

- A copy of your firm's sustainability policy, awards and accolades.
- Practices such as waste minimization, energy/water efficiency, methods instituted to reduce pollution, green products utilized, staff education, community involvement and volunteerism.
  - o Specifically include the percentage of your firm's energy that comes from renewable sources and percentage of your fleet that is non-emitting.
- Sustainable approaches your firm may have for this specific project.
- Cost variances to incorporate a more sustainable approach to this project and any calculated life cycle costs.

# VENDOR DISCLOSURE STATEMENT

<b>Vendor Name:</b>			
<b>Address:</b>			
<b>Contact Person:</b>		<b>Phone #:</b>	
<b>Bid/RFP/SOI/Contract/Renewal:</b>			

Vendors wishing to contract with Lake County for goods and services in an amount greater than \$30,000 shall submit this form in advance of award. This disclosure statement is not required for utility companies regulated by the Illinois Commerce Commission or local units of government. Vendors shall disclose:

- A familial relationship between a Lake County elected official, department director, deputy director and manager and owners, principals, executives, officers, account managers or other similar managerial positions of the vendor's company. Familial relationship is defined as a spouse (including civil partner), child, stepchild, parent, stepparent, grandparent, in-laws (including parent, grandparent, sibling, or child), relatives and non-relatives living in the same residence, and offspring born to any aforementioned person.
- All political campaign contributions made by the vendor or an owner, principal, executive, officer, account manager, or other similar managerial position of the vendor to any county board member, county board chair, or countywide elected official within the last five years.

**If there is nothing to report in a section, please state NONE in the appropriate space.**

## FAMILIAL RELATIONSHIPS

List names and departments/agencies of Lake County employees or public officials with whom owners, principals, or officers of the vendor's company have a familial relationship and the nature of the relationship. Attach additional pages, as necessary. (Provide all names or state NONE in the space below. Do not leave blank.)

Name and Department/Agency of Lake County Employee/Public Official	Familial Relationship

## CAMPAIGN CONTRIBUTIONS

List campaign contributions that have been made within the last five years that exceed \$150 annually. Attach additional pages, as necessary. (Provide all names or state NONE in the space below. Do not leave blank.)

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

Continuing disclosure is required if information changes. This Vendor Disclosure Statement form is available at [www.lakecountyil.gov](http://www.lakecountyil.gov). The full text of the County's Ethics and Procurement policies and ordinances are available at [www.lakecountyil.gov](http://www.lakecountyil.gov).

I hereby acknowledge that the information above is accurate and complete, that I am an authorized signer on behalf of the vendor, that I have read and understand these disclosure requirements, and that I agree to update this information if there are any related changes by submitting a new Vendor Disclosure Statement.

Authorized Signature:		Title:	
Printed Name:		Date:	

☐ **Vendors: Check this box when indicating exception. Then provide a brief narrative for exception below.**



# VENDOR CERTIFICATION FORM

Bid/RFP/SOI Number:			
Vendor Name:			
Address:			
Primary Contact Name:			
Primary Contact Email Address:			
Primary Contact Phone Number:			
Project Manager Name:			
Project Manager Email Address:			
Project Manager Phone Number:			
# Years in Business:		Number of Employees:	
Annual Sales:	\$	Dunn & Bradstreet #:	
<b>Vendor Certification Statement: Please identify all the following that apply to the ownership of this firm. This information is collected for reporting purposes only and not vendor selection. Please include a copy of the certification. (Definitions are included on the second page of Vendor Certification Form).</b>			
<input type="checkbox"/>	Contractor certifies as a Minority – Business Enterprise (MBE)		
<input type="checkbox"/>	Contractor certifies as a Women Business Enterprise (WBE)		
<input type="checkbox"/>	Contractor certifies as a Veteran-Owned (VBE) Business Enterprise		
<input type="checkbox"/>	Contractor certifies as a Persons with Disabilities Owned Business Enterprise (PDBE)		
<input type="checkbox"/>	Contractor certifies as a Service-Disabled Veteran-Owned (SDVBE) Business Enterprise		
<input type="checkbox"/>	Contractor certifies as a Business Enterprise Program (BEP)		
<input type="checkbox"/>	Contractor certifies as a Small Disadvantaged Businesses (SDB)		
<input type="checkbox"/>	Contractor certifies as a Veteran-Owned Small Business (VOSB)		
<input type="checkbox"/>	Local Business		
<input type="checkbox"/>	None		
Other (Specify)			
Certification Number:			
Certified by (Agency):			

I certify that this information is accurate to the best of my knowledge and that I am authorized to provide this information on behalf of my company.

Signature:	Date:
Printed Name:	Title:

## Vendor Certification Definitions

- **Minority-owned business (MBE)**  
A business concern which is at least 51% owned by one or more minority persons, or in the case of a corporation, at least 51% of the stock in which is owned by one or more minority persons; and the management and daily business operations of which are controlled by one or more of the minority individuals who own it.
- **Woman-owned business (WBE)**  
A business which is at least 51% owned by one or more women, or, in the case of a corporation, at least 51% of the stock in which is owned by one or more women; and the management and daily business operations of which are controlled by one or more of the women who own it.
- **Veteran-owned Business Enterprise (VBE)**  
A small business (i) that is at least 51 percent owned, controlled and managed by one or more Eligible Veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Eligible Veterans.
  - **Eligible Veteran** means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.
  - **Armed Forces of the United States** means the United States Army, Navy, Air Force, Marine Corps, Coast Guard, or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.
- **Persons with Disabilities Owned Business Enterprise (PDBE)**  
A small business (i) that is at least 51 percent owned, controlled and managed by one or more Persons with a Disability; or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled, and managed by one or more Persons with a Disability.
  - **Disability or Disabled** means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.
- **Service-Disabled Veteran-owned Business Enterprise (SDVBE)**  
A small business (i) that is at least 51 percent owned, controlled, and managed by one or more qualified service-disabled veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Service Disabled Veterans.
  - **Service-Disabled Veteran** means an Eligible Veteran who has been found to have 10 percent or more service-connected disability by the United States Department of Veterans Affairs or the United States Department of Defense.
  - **Service-connected disability** means a disability incurred in the line of duty in the active military, naval or air service as described in 38 U.S.C. 101(16).
- **BEP – Business Enterprise Program**  
Business Enterprise Program (BEP) BEP assists businesses owned by minorities, women, and people with disabilities gain access to the State of Illinois procurement process. BEP certification with the State of Illinois can also open the door to opportunities with other public and private entities which are looking for diverse suppliers.
- **Small Disadvantaged Businesses (SDB)**  
A Small Disadvantaged Business (SDB) is a small business owned and controlled by socially and economically disadvantaged individuals as defined by Federal Acquisition Regulation (FAR) 19.001
- **Veteran-Owned Small Business (VOSB)**  
A Veteran-Owned Small Business (VOSB) is a small business that is at least 51 percent owned by one or more veterans; or, if a publicly owned business, at least 51 percent of the stock is owned by one or more veterans. Also, one or more veterans control management and daily business operations of the firm.
- **Local business**  
Lake County launched a Buy Local. Build Local. Work Local initiative in 2013 to increase the outreach and procurement opportunities for businesses located within Lake County, including women-owned businesses and minority-owned business enterprises (L/W/MBE). The overarching objective is to maximize participation from these businesses in the County's procurement process, in accordance with applicable law.





# RESPONSIBLE BIDDER AFFIDAVIT

Vendor Name:		Federal Employer Tax Identification #:	
Address:			
Contact Person:		Contact Phone #:	

- That the bidder agrees to and shall comply with the Equal Opportunity Employer provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order Number 11246, as amended, by Executive Order 11375, and has and shall comply with the Chapter 33 (Purchasing) of Title III of the Lake County Code of Ordinances, be amended to modify the definition of "Responsible Bidder or Offeror".
- That bidder has Certificates of insurance in accordance with general terms and condition of the invitation for bid.
- That bidder hereby certifies that it shall comply with the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq., as amended). All contractors and sub-contractors are required to turn in certified payrolls as specified in Illinois Public Act 94-0515, and follow all provisions of the Employee Classification Act, 820 ILCS 185/1 et seq.

**That the bidder hereby certifies: [check all that apply]**

- \_\_\_\_\_ bidder has not received any notices of violations of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.); **or**
- \_\_\_\_\_ in the event any such notice has been received by bidder, a copy of any such notice is attached hereto; **or**
- \_\_\_\_\_ in the event that bidder has received such a notice, any documentation demonstrating the resolution of any such notice is attached hereto (attach additional pages to explain how the matter has been resolved)

**The bidder shall initial each requirement identified below acknowledging that they are compliant with the Responsible Bidder Affidavit:**

- \_\_\_\_\_ all bidders must provide three (3) projects as detailed on the Invitation for Bid reference form.
- \_\_\_\_\_ disclosure of the name and address of each subcontractor from whom the contractor has accepted a bid and/or intends to hire on any part of the project prior to the subcontractor commencing work on the project.
- \_\_\_\_\_ the bidder must participate in active apprenticeship and training programs approved and registered with the U.S. Department of Labor's Office of Apprenticeship for each of the trades of work contemplated under the awarded contract. **The bidder shall submit copies of apprenticeship certificates with the bid submission.**
- \_\_\_\_\_ all bidder's sub-contractors must participate in active apprenticeship and training programs approved and registered with the U.S. Department of Labor's Office of Apprenticeship for each of the trades of work contemplated under the awarded contract. **The bidder shall submit copies of apprenticeship certificates with the bid submission.**
- \_\_\_\_\_ the bidder shall provide on a separate document a listing of all trades that are to be contracted under the awarded contract and submit the certificate of registration for the apprenticeship and training programs that have been approved and registered with the United States Department of Labor.

I hereby acknowledge that the information above is accurate and complete, that I am an authorized signer on behalf of the vendor, that I have read and understand these requirements, and that I agree to update this information if there are any related changes by submitting a new Responsible Bidder Affidavit.

Authorized Signature:		Title:	
Printed Name:		Date:	