

http://doingbusiness.lakecountyil.gov/

Lake County will be accepting **only** electronic bid submissions for Statements of Interest (SOI) #23000 - Professional Project Management for the Depke Renovation Improvement.

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

- 1. Go to www.lakecountypurchasingportal.com
- 2. Click on the Bid Number: 23000
- 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
- 2. Click on the "Under Review" tab
- 3. Click on the Bid Number: 23000
- 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.

SOI Number: 23000	Vendor Name:
Buyer: Yvette Albarran	
SOI Description: Professional Project Management Services Depke Renovation Improvement.	Vendor Address:
*SOI Due Date: December 21, 2022, at 11:00 a.m. Central Standard Time	

^{*}Please note: Responses are due at 11:00 a.m. local time on December 21, 2022. Please allow sufficient time for any technical issues you may have and upload your SOI early. Please email Purchasing at purchasing@lakecountyil.gov to receive confirmation that we have successfully received your submissions. Deadline for questions is December 14, 2022 at 12:00 p.m. local time.

STATEMENT OF INTEREST #23000

STATE OF ILLINOIS

Professional Project Management Services for the Depke Renovation Improvement.

Notice is hereby given that Statements of Interest (SOI) (one electronic unprotected copy) will be received from qualified, professional firms interested in providing the services, as described herein. Firms are encouraged to submit as much information as necessary to indicate their interest, experience, and qualifications to perform the work described for any project, service, or combination thereof. **To Lake County Purchasing Portal on December 21, 2022.**

CONTACT / QUESTIONS: Please submit questions on our website at http://lakecountypurchasingportal.com by selecting the SOI number and addendum link. Questions may also be submitted via email to purchasing@lakecountyil.gov. All questions shall be submitted no less than seven (7) days prior to the SOI 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 firm to improperly submit a proposal. Lake County will review submissions and conduct negotiations in accordance with the Local Government Professional Services Selection Act (50 ILCS 510/).

LAKE COUNTY

Lake County is located in northeast Illinois, between the Chicago and Milwaukee metropolitan areas. Lake County is home to about 703,000 residents. Lake County is committed to open government and transparency, and the County board's conservative fiscal policies have allowed the County to maintain fiscal stability and achieve AAA bond rating from Standard & Poor's and Moody's. Lake County is governed by a 19-member board and managed by a County Administrator.

BACKGROUND & INTENT

Lake County intends to renovate 14,570 square feet of the Depke Juvenile Courts and Detention Facility to improve the facilities in direct support of the Court's work in the rehabilitation of the youth and families. The project site will be on Lake County's Vernon Hills campus and all operations will continue for the duration of the project through phasing of construction, rental of temporary work trailers, and build out of temporary interior space to accommodate all Court juvenile detention and rehabilitation activities. The need for this type of facility, which is the only building of its kind in Lake County, was emphasized even more strongly by the 2020-22 COVID-19 pandemic. The remodeling of this facility will strengthen the County's ability to continue providing juvenile probation and rehabilitation services during and throughout ongoing pandemic and future events of similar impact and scale. Lake County will be more resilient because of this investment.

Intake/Adult Holding: Intake offices are shared spaces that are less than six feet apart with no partitions. At shift change, there is a half hour overlap of the employees coming in who must stand and wait in close contact for 30 minutes for the other shift to leave for the day. When a police department brings out a minor, police officers are unable to socially distance from one another, the minor, and the staff due to the small admissions area. The Intake Officers who act as court liaisons for detention hearings must do so at their workstation without privacy and in an open area without confidentiality.

<u>FACE-IT</u>: This residential treatment program for juvenile probationers, operated by the Courts and Lake County, is community-based, family-focused, and is designed for delinquent youth and families. FACE-IT strives to help meet the basic needs of troubled youths and families to enable them to function productively within society, be self-sufficient, obtain a sense of dignity and self-worth without criminal behavior, and improve the overall mental and physical health.

<u>Court Administration/Probation</u>: The probation officers are in shared workspaces that are within six feet of each other. For team meetings, the officers are having to relocate to public space to properly distance. Officers using Zoom at their workstations have no privacy. Probation operations have expanded rapidly since the opening of Depke. Staffing levels and services to the community have increased and, consequently, workspace in probation areas is crowded. Probation

officers are in open work areas and there are insufficient rooms for private interviews, family conferences, and other group functions.

Movement of non-departmental staff through the probation office areas and the lack of private office space created a work environment with little social distancing and increased the negative impact of the pandemic by forcing the probation staff into less in-person meetings and less effective services through remote appointments.

<u>Detention Staff Lounge/Changing Room:</u> Staff currently uses an old building structure for their existing lounge, workstation area, and kitchen area for taking breaks that is scheduled for demolition in a future master Plan Phase or work programmed for the Juvenile Detention site. Once all the other areas/phases of the project is complete and new Adult Intake/Adult Holding is remodeled, this new area is last construction phase to be completed under this project.

<u>Women's Residential Services (WRS):</u> A small area of the WRS program is adjunct to the existing FACE-IT program in the East wing of the Juvenile Detention Center. New program space will be constructed within the existing foot print of the WRS building with small addition for more space and cover walk-walk between the Health Department building on the East side of the Juvenile Complex.

SCOPE OF SERVICES

Lake County employs a modest staff of professional architects, engineers, and project managers dedicated to the development of the County's capital investments. These individuals split time between numerous projects and all levels of project development and execution. This solicitation seeks to augment Lake County's in-house resources by providing dedicated, project specific, construction management services to operate under the guidance of a Lake County Project Manager for the Depke Renovation Improvement project. Work to be performed under this contract will include project management services associated with the: permitting, solicitation, construction, commissioning, and close out of the Depke Renovation improvement project.

The selected firm will be a vital member of the County's project execution team which includes: the design team, various specialty consultants, in-house resources (operations, IT, finance, communications, etc. The County will dedicate an experienced project manager equivalent to 0.5 full time staff to the management and oversight of the Depke Renovation Improvement project. This individual shall provide direction and guidance to the selected firm in delivery of the supplemental services and tasks outlined below. The selected firm will directly contribute to the execution of a myriad of tasks ranging from: project communication and documentation; schedule and budget management; construction material, submittal, and process oversight; commissioning and closeout; and employee relocations. The selected firm will identify the approximate quantity and timing of component bid packages, contracts, and agreements associated with the execution of this project. The following tasks represent the general nature of capabilities the selected firm must possess, though, all services may not be required as part of this contract. The exact scope of services will be identified during contract negotiations with the selected firm. Solicitation respondents are advised to illustrate as many of the following capabilities as possible.

PROJECT MANAGEMENT

PERMITTING, PROCUREMENT, AND STARTUP:

- A. <u>Permitting</u>: multiple permitting authorities including (but not limited to): the Village of Libertyville, are likely to be required in the authorization of permits associated with this project. The selected firm shall aid in these approvals as required.
- B. <u>Utility Suppliers</u>: The selected firm shall aid in coordination with these suppliers.
- C. <u>Contractual</u>: Procurement of project related materials and services will be contracted through a mixture of public bids, joint purchasing agreements, existing County Contracts, and professional service agreements (reference attached preliminary project schedule). The selected firm shall aid in Bid development, review, and administration services as required.
- D. <u>Financials</u>: Authorization of contracts and procurement related components requires approval by the financing entity. Financing entities for the Depke Renovation Improvement project include: Lake County Board and Grant Agencies (see "Grants" under Project Management) the selected firm shall aid in this process as required.

E. <u>Grant Monitoring/Reporting</u>: Grant will be key source of funding for this project, any grant reporting and tracking selected firm shall aid in this process as required.

PROJECT MANAGEMENT, COORDINATION, & COMMUNICATION:

- A. Contractor(s) Mobilization: Lake County's Depke Libertyville Campus is actively used by Courts and a few related support Departments that will need consistent communication with during Construction. The selected firm shall aid in the mobilization of various contractors to the site in an effort to expedite construction activity. Coordination with on Depke campus agencies, utility suppliers, permitting authorities, architects/engineers, surveyors, etc. is likely to be required.
- B. Oversight: Serve as a general site presence and local resource to all County Awarded Contractors, Permitting Authorities, Stakeholder Representatives, and the general public as may be required.
- C. Budget: Tracking of overall project budget utilization including tracking: contract awards, change orders, contingency, reserve funds, and remaining procurements.
- D. Analysis: Review of proposed design deviations including change order review, alternate material and products, and alternate means and methods. (Note: PM shall primarily provide advisory services to the Design Team and Lake County PM)
- E. Design Development: Coordinate with County provided design services in the finalization of misc. fixtures furnishing and equipment (example: office furniture) procurements remaining during the construction phase of this project.
- F. Submittal Review and Recommendation: Review and process tracking of all project related submittals for conformance with design documents. (Note: PM shall not be responsible for approving submittals but shall review for general conformance with design team's required procedure/process).
- G. Construction Oversight: Provide general construction oversight including compliance with plans, specifications, approved submittals, industry best practices, safety standards, and approved permits. Respond to those inquiries or RFI's that may be applicable to this role. (Note: primary RFI response responsibilities lie with the design team in most instances.)
- H. Permitting Compliance: Provide Dedicated Erosion Control Inspection Services to ensure compliance with Lake County Self Certified National Pollutant Discharge Elimination Service MS4 permit if needed.
- I. Coordination: Coordinate w/ Lake County internal agencies, external agencies, contracted resources, and the public as required to facilitate smooth and continuous flow of information to relevant parties and a continuous project progression and workflow.
- J. Phasing and Utilization Plans: The selected PM Agency shall work with the contractor and Lake County project management to develop phasing and utilization plans as required to illustrate various project impacts, coordination aspects, or sequence plans as may be required throughout the duration of the project.
- K. Reporting: Provide regular construction progress updates to Lake County management, including the administration of weekly project management meetings including the owner and contractor. Minutes shall be generated and distributed with all parties.
- L. Documentation: The selected firm shall work with the contractors, architects/engineers, and other project resources to photograph, document, and record as-constructed building and site systems and components. (NOTE: this is supplementary to, and not in place of the individual contractor's responsibility to provide record documentation).

CLOSE OUT

- M. Verification: provide access, oversight, and coordination in the commissioning of all building systems (Note: Cx services are contracted with others and not part of this scope of services)
- N. Punchlist: provide access, oversight, and coordination in the development of all punch list and closeout documentation requirements for all contracts. (Note: primary punch list development requirements reside with the design agencies)
- O. Move Coordination: Aid Lake County PM staff in relocation of user agencies into the Depke renovated constructed facility.
- P. Warranty/Record Documents/As-Builts: Gather, assemble, and organize contractor and consultant provided project close and commissioning documentation.

Q. Grant Closeout and Verifications: Verification and closeout of performance-based elements of grants.

Project Engineer/Construction Technician

- A. Capabilities: Has good general knowledge of the various types of construction contracts and trade practices; local, State, and Federal laws and regulations, and building codes/criteria pertaining to construction.
- B. Access & Administration: Serve as site liaison and resident expert for all owner contracted and contractor mandated testing and compliance oversight.
- C. Coordination: Ensure contractor's daily work activities align with required support testing frequency and magnitude.
- D. Support: Aids in the review/approval of technical and administrative submittals including but not limited to the schedule of prices, contractor's baseline critical path schedule, quality control plan, test plans/reports, performance verification tests of major systems, etc. Take/file/distribute progress photos, and validate quantity, condition, and approval of materials, and verify work completed in support of invoice payments.
- E. General Observation: Ensure contractor work methodology and installation procedures conform with the identified technical specifications as identified within the design documents and supplemental formal direction. Notify chain of command of any non-compliance issues. (Note: contractual notification of non-compliance remains the responsibility of the Design Team/Owner)
- F. Safety Observation: Regularly review site activities to ensure compliance with all Federal, State, Local, and Industry safety standards. Serve as the Owner's eyes on site to mitigate any safety or liability risks present. Notify chain of command of any non-compliance issues. (Note: contractual notification of non-compliance remains the responsibility of the Design Team/Owner)
- G. <u>Safety Logistics</u>: Work with the contractors, designer, AHJ's and owner to develop coordinated site emergency plans, contact lists, and protocols. Maintain all plans and protocols and regularly meet with all parties to confirm continued viability of the plans as the project advances.
- H. Archival Services: Maintain comprehensive inventory of: material tests, AHJ inspections, field reports, coordination meetings, safety inspections, and field directives as required to facilitate resolution of discrepancies or misinterpretations.
- I. Close Out Support: Support the close-out process including delivery of as-built drawings, warranties, O&M manuals, and spare parts turnover and assist with coordination of warranty work if requested by facility owner/occupant.

SUBMITTAL REQUIREMENTS

Section 1.0 – Executive Summary

Provide a brief summary, which describes and highlights your firm's interest, experience and qualifications for this project.

Section 2.0 – Relevant Experience

- Describe your firm's experience in managing complex, multi-faceted construction projects involving multiple tenants.
- Describe your firm's experience managing projects containing multiple owners contracted vendors.
- Describe your firm's experience managing relocation of tenants required due to renovation of this project without major disruption to current critical operations facility.
- Provide a detailed description and project profile sheets for up to five completed projects of similar type and scope containing services previously described. Emphasis should be placed on work completed within the last three to five years. Summary should describe the following for each of the projects:
 - Brief description of project, including location, total sf, and project delivery method
 - Project references including contact person and phone number
 - Services rendered
 - Date project was started and completed
 - Actual total project cost including breakdown of hard/soft costs
 - Key personnel and consultants assigned to project team

All experience submitted for a team member while in the employment of a different firm shall include their title and role

on the project as well as the firm name that held the contract for all work submitted for Relevant Experience.

Section 3.0 - Project Management Team

- List <u>specific</u> personnel proposed for the project team, including the project assignment and role or area of responsibility of each individual. State the current assignments for personnel proposed for the project, and their percentage of involvement at various stages of procurement and construction. Provide a resume for each proposed team member, specifically stating tenure or experience with your firm, experience and qualifications of each individual. The following list represents a minimum submittal for key personnel from the architect/engineer team:
 - Primary Project Manager (On Site)
 - Office Point of Contact (In Office)
- Who on your team will provide consistent day-to-day leadership and management for the project?
- How much time will they spend on the project during the procurement, construction, and closeout phases?
- Indicate your firm's beliefs on the role of the project management team in the overall success of the project. How can a non-PM -at-risk affect the overall trajectory of a project?
- In the event that the Primary Project Manager leaves the employment of this firm, who will replace this position (provide full background for this individual for consideration)?
- List and rank 10 key attributes or abilities that this individual possesses and the benefits that this brings to the Owner. The Respondent is specifically reminded that a successful project management team minimizes the issues advanced to the Owner for resolution.

Section 4.0 -Schedule

- What commitments and manpower are available from the firm to help meet the project schedule? What steps would the firm take in order to facilitate making up schedule if that were required?
- Historically long lead times are being experienced in all aspects of construction material procurement. Additionally, labor shortages in key trades can negatively impact work sequence once the long lead time items are acquired. What steps would your firm recommend the County consider minimizing disruption to construction continuity and risk to the overall delivery schedule.
- Provide a project specific schematic schedule for the completion of the construction aspects of this project include mobilization, major milestones, commissioning, and contractor punch-list and closeouts for each major contract or facet of work. This schedule shall be provided as a submittal requirement.

Section 5.0 - Budget

- Record inflation coupled with limited supply has driven construction costs to near record highs across the last 18 months. Based on recommendations from the design team, Lake County's procurement requirements, and various funding agency's approval requirements, Lake County intends to solicit multiple contracts to provide for a complete facility. What recommendations would you provide to Lake County to try and balance budgetary risk against work not being thoroughly coordinated due to the multiple contract nature of procurement.
- Describe your firm's approach to managing potential change orders, continuance of work while open cost impact items are being negotiated and reaching consensus between contractors who don't share a common financial relationship.
- Describe your firm's approach to value engineering and in-construction cost saving measures.

Section 6.0 - Quality

- List the steps and describe the quality control processes we can expect from the firm during each phase of the design process to assure careful coordination of all disciplines and a high quality of construction.
- Why is careful coordination and quality of documentation important to the firm?
- Provide a brief description of the firm's experience utilizing 3D modeling or BIM and the approach to implementing BIM during construction. This includes your firm's use of BIM to communicate design concepts, solve specific logistical and constructability issues, for cost validation purposes, schedule simulation, reconciliation of design and construction models, and any requirements for subcontractors to use BIM for virtual coordination and shop drawing production.

- Provide surety experience for the past five (5) years and/or any reductions in insurability.
 - Safety: Worker's compensation premium modifier not more than 1.0 or an explanation of special circumstances.
 - Contract completion history: No defaults of any construction.
 - Reference check: Positive references and confirmation of firm's capabilities.

Section 7.0 - Firm Differentiation

This section represents one of the most important sections for the selection of the short-listed firms. Please respond to the individual questions carefully and succinctly.

- Provide a detailed description of your design approach to this project, which demonstrates your understanding of specific, critical issues and challenges pertaining to the construction of a project of this nature.
- Provide a description of the attributes, processes and/or experiences that differentiates your firm from other firms.
- Describe the most innovative relevant project undertaken by your firm in the last five years and how it impacted the building users/owner.
- Describe your firm's familiarity with applicable codes and regulations including, Village of Libertyville Codes, regulations and the public hearing process, and the requirements of other state and local authorities having jurisdiction.

EXHIBITS & ATTACHMENTS

Consultant shall note the following exhibits and attachments, including those required to be returned with any response to this SOI.

Exhibit A – Depke Phase II Overall Plan

AWARD

The anticipated initial award for this solicitation will be to provide Project & Construction Management services to aid Lake County's project management staff in the Depke Renovation Improvement construction. Depke Renovation improvement project estimated \$6 Mil and planned to begin construction in the Spring of 2023. Conceptual Project Schedule (Project after PO's issue will take twenty-four months to complete).

PROJECT SCHEDULE

To ensure that that Lake County is able to proceed with the identified contract, the proposers should indicate their ability to meet the targeted deadlines indicated below:

Action Item	Proposed Schedule*
Issue PM Services SOI	November 22, 2022
Deadline for submission of questions	December 14, 2022
SOI Opening	December 21, 2022
Shortlist Presentations & PM Selection	January 9, 2023 – January 11, 2023
Submittal of PM Proposal	January 18, 2023
Contract Negotiation Complete	January 27, 2023
County Board Approval & Contract Execution	February 8, 2023

^{*}This timeline may be subject to change.

Each timeframe listed above will include time required for Lake County staff review of and presentation of each deliverable.

EVALUATION PROCESS

Lake County will review submissions and conduct negotiations in accordance with the Local Government Professional Services Selection Act (50 ILCS 510/). The following qualifications will be considered by the County:

- A. Relevant Experience: Proven experience in the planning and design of similar facilities;
- B. **Project Team:** Qualifications of proposed project team members, including depth of talent and staffing

- experienced in the execution of similar projects;
- C. **Schedule:** Willingness to meet time requirements and workload of the firm;
- D. **Budget:** The ability of the proposer to maintain budgetary control;
- E. Quality: Past performance on previous contracts or services provided;
- F. **Firm Differentiation:** Distinct attributes that make the firm uniquely capable to provide the services required.

As part of its evaluation process the County may seek additional information from firms found to have resources and methodologies best suited to this project.

SHORTLIST

The evaluation factors will be used to assist the evaluation committee in determining a short list. Proposer's will be notified by the County if they have been selected for the short list. Please note, Lake County reserves the right to not short list any and all Proposers if it is not in the best interest of the County.

INTERVIEW

Lake County reserves the right, as part of the evaluation process, to ask for additional materials, interview, or schedule site visits to any or all Proposers. Site visits may be scheduled or unscheduled as determined by the County. If applicable, the County shall contact Proposers to arrange an interview.

TERM OF AWARDED CONTRACTS

The intended initial award of this contract shall be based upon providing project management services to supplement Lake County PM staff on the Depke Renovation improvement project.

Consultants are subject to the following conditions if the use of Federal Funds is applied to this procurement.

1. Debarment and Suspension. This Agreement is covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Licensor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction in enters into.

This certification is a material representation of fact relied upon by Lake County. If it is later determined that the Contractor does not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Licensor, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000 subpart C throughout the period of any contract that may arise. Licensor agrees to include a provision requiring such compliance in its lower tier covered transactions.

2. Access to Records. Contractor agrees to provide Lake County, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Licensor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

Contractor agrees to retain all records covered by this section through December 31, 2031, or such longer period as necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving the contract.

- **3. No Obligation by Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
- **4. Program Fraud and False or Fraudulent Statements or Related Acts.** Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.
- 5. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or

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an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The undersigned shall require that the language of this attestation be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly to the tier above.

A failure to follow self-certification procedures may result in a civil penalty. Per 31 U.S. Code § 1352 Any person who fails to file or amend a declaration required to be filed or amended under subsection (b) of this section shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contractors who apply or bid for an award of \$150,000 or more shall comply with the following provisions:

i. Clean Air Act

- 1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2. The Contractor agrees to report each violation to the LCHD and understands and agrees that the LCHD will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
- **7. Procurement of Recovered Materials.** In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. Contractor Work Hours and Safety Standards Act. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at

a rate not less than one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

In the event of any violation of the above clause the contractor or any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the above clause, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause above.

Lake County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages.

The contractor or subcontractor shall insert any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier contractor.

9. Domestic Preference for Procurements

As appropriate and to the extent consistent with law, Lake County, to the greatest extent practicable under a Federal award of American Rescue Plan dollars, provides a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products)

- a) For purposes of this section:
 - (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. Prohibition on Certain Telecommunications

The proposed equipment will not utilize covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

11. Minority and Women Business Enterprises.

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), when applicable. Accordingly, the contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources [12] of supplies, equipment, construction and services. Affirmative steps shall include the following:

1. Including qualified women's business enterprises and small and minority businesses on solicitation lists.

- 2. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources.
- 3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises.
- 4. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business; and
- 5. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and the North Carolina Office for Historically Underutilized Businesses.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women. Additionally, an MBE or WBE qualifies if it is currently certified as a North Carolina "historically underutilized business" under N.C.G.S. §143-128.4(a) and qualifies as a "small business" if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

12. Assurances of Compliance with Title VI of the Civil Rights Act of 1964

Contractor and any subcontractor, or the successor, transferee, or assignee of contractor or any subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d et seq., as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this contract.12

13. Publications

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.

14. Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 Fed. Reg.19216 (Apr. 18, 1997), contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating companyowned, rented or personally owned vehicles.

15. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), contractor is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

16. Conflicts and Interpretation.

To the extent that any portion of this Addendum conflicts with any term or condition of this contract expressed outside of this Addendum, the terms of this Addendum shall govern.

General Information Sheet

Title

AUTHORIZED NEGOTIATO	RS:		
Name:	Phone #	Email:	
Name:	Phone #	Email:	
RECEIPT OF ADDENDA: The	e receipt of the following add	lenda is hereby acknowle	dged:
Addendum No	, Dated		
Addendum No	, Dated		
_	nt of interest, it is understood mittals, and to waive any info	•	es the right to reject any or all submittals II.
BUSINESS ORGANIZATION	: (check one only)		
Sole Proprietor: An i	ndividual whose signature is	affixed to this proposal.	
Partnership: State fu	ıll names, titles, and addresse	es of all responsible princi	pals and/or partners on attached sheet.
Corporation: State o	f Incorporation:		
Non-profit Corporati	on		
501c3 U.S. Internal	Revenue Code		
	ocument, the proposer hereborer Section 33E-3 or 33E-4 of t	•	erred from bidding on a contract as a of 1961, as amended.
Business Name			
Signature		Print or Type Name	

Date

<u>References</u>

Provide FIVE (5) references for projects. Governmental references are preferred over others. (Attach additional pages as needed)

Entity:	
Address:	
City, State, Zip Code:	
Name of Contact Person	
Email Address:	
Felephone Number:	
Description of Services Provided:	
Date of Service:/ To/	
Entity:	
Address:	
City, State, Zip Code:	
Name of Contact Person	
Email Address:	
Felephone Number:	
Description of Services Provided:	
Date of Service:/ To/	
Entity:	
Address:	
City, State, Zip Code:	
Name of Contact Person	
Email Address:	
Felephone Number:	
Description of Services Provided:	
Date of Service:/ To/	

Entity:
Address:
City, State, Zip Code:
Name of Contact Person
Email Address:
Telephone Number:
Description of Services Provided:
Date of Service:/ To/
Entity:
Address:
City, State, Zip Code:
Name of Contact Person
Email Address:
Telephone Number:
Description of Services Provided:
Date of Service:/
COMPANY NAME
AUTHORIZED SIGNATURE
TITLE
DATE

FIRM QUALIFICATIONS

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 Er	nployees:	
Annual Sales: \$	Dunn & Brads	street #:	
Indicate if firm is a certified	d M/W/DBE and attach ce	rtification:	
List employees who will be dedica	ated to the Project: (Attack	n additional pa	ges as necessary)
NAME	POSITION TITLE	NUMBER OF YEARS	AREA OF RESPONSIBILITY/TASK EXPERIENCE



Addendum Acknowledgement SOI #23000

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

ADDENDUM #	SIGNATURE

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

Submittal Number:	SOI #23000
Company Name:	
Authorized Representative: Authorized Representative:	Signature
Date:	Print

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 prior to the due date.

Submittals that do not acknowledge addendums may be rejected.

All responses are to be submitted in a sealed envelope. Envelopes are to be clearly marked with required submittal information.

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.
 - 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

Vendor Name:		
Address:		
Contact Person:		Contact Phone #:
Bid/RFP/SOI/Contract/Renewal:	SOI #23000	

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 <u>between</u> a Lake County elected official, department director, deputy director and manager <u>and</u> 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, inlaws (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.

The full text of the County's Ethics and Procurement policies and ordinances are available at 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 must insert "x" in the following box indicating exception and provide a brief narrative for exception.				



VENDOR CERTIFICATION FORM

Bid/RFP/SOI Number:		SOI #23000				
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:				T		
# Years in Business:			Number of Employees:			
Annual Sales:		\$	Dunn & Bradstreet #:			
	purposes only a Vendor Certific		nclude a copy of the certific			
	Contractor co	ontractor certifies as a Minority – Business Enterprise (MBE)				
	Contractor co	Contractor certifies as a Women Business Enterprise (WBE)				
	Contractor co	ctor certifies as a Veteran-Owned (VBE) Business Enterprise				
	Contractor co	tor certifies as a Persons with Disabilities Owned Business Enterprise (PDBE)				
	Contractor co	or certifies as a Service-Disabled Veteran-Owned (SDVBE) Business Enterprise				
	Contractor co	tractor certifies as a Business Enterprise Program (BEP)				
	Contractor co	Contractor certifies as a Small Disadvantaged Businesses (SDB)				
	Contractor co	Contractor certifies as a Veteran-Owned Small Business (VOSB)				
	Local Busine	ess				
	None					
Other (Specify)						
Certification Number:						
Certified by (Agency):						
this information on I						
Signature, Title		Pı	rinted Name, Title	Date		



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.