



Lake County

Purchasing Division

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

Please note the submission location is:

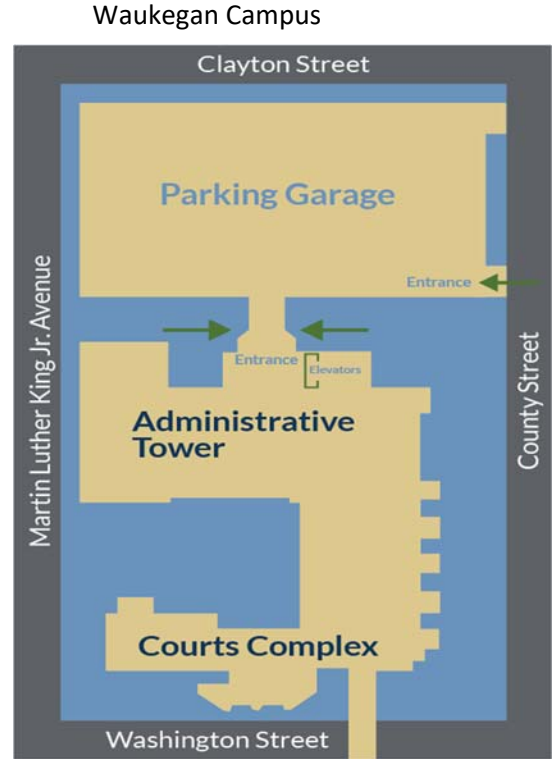
Lake County

Attn: Purchasing Division

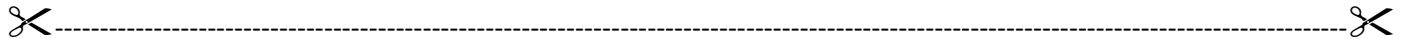
18 N. County Street – 9th Floor
Waukegan, IL 60085-4350

Contact information for Lake County Purchasing is:

Purchasing Division
Phone 847-377-2992
Fax 847-984-5889
Email: purchasing@lakecountyil.gov



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



<u>Bid No.</u> 19158	Bidder Name: _____
<u>Buyer:</u> Yvette Albarran	Lake County
<u>Bid Description:</u> Lake County Criminal Courts, Babcox Detention Center; Sheriff Training Room	ATTN: PURCHASING DIVISION 18 N. County Street – 9 th Floor Waukegan, IL 60085-4350
<u>Bid Due Date*:</u> September 10, 2019 at 11:00 a.m. CST	

*Please note: Responses are due at the 9th floor reception desk and shall be time stamped by 11:00 a.m. CST on the required due date. Please allow sufficient time for parking, passing through security and arriving at the 9th floor.



SUBMISSION INFORMATION

INVITATION TO BID

Lake County
 Attn: Purchasing Division
 18 N. County St. 9th Floor
 Waukegan, IL 60085
 (847) 377-2929

INVITATION#: 19158

BID OPENING DATE: September 10, 2019

TIME: 11:00 a.m. Local Time

LOCATION: Lake County Purchasing Division

Submit one (1) original and one (1) CD or flash drive with an unprotected electronic version

Access Bid Results

<http://www.lakecountypurchasingportal.com>

INVITATION TO BID BIDDER INFORMATION

Company Name: _____

Address: _____

City, State, Zip Code: _____

ISSUANCE DATE: August 21, 2019

BUYER: Yvette Albarran

Lake County Criminal Courts, Babcox Detention Center; Sheriff Training Room

Bid Item	Item Description	Bid Price
"Base Bid A"	Sheriff Training Center – All aspects of work including, but not limited to: select demolition, structural improvements, masonry improvements, cast-in-place concrete improvements, mechanical improvements, plumbing improvements, electrical improvements, telecommunication improvements, audio/visual improvements, security improvements, carpentry improvements, glazing improvements, building automation improvements, finish improvements, furnishings, start up, commissioning, project management, etc. required to install a fully operation and completed product is included in this number. All temporary systems to keep the facility fully operational, phasing and cut over costs associated with the full scope of work shall be included in this number. Exclude any permitting fees, this is a reimbursable item.	\$ _____ Lump Sum
"Base Bid B"	OWNER ALLOWANCES: An allowance of one hundred thousand dollars and zero cents (\$100,000.00) shall be included as part of this submission by the BIDDER for future purposes as designated by the Owner. Allowances to be included and held as "Owner Directed Allowances"	\$100,000 Lump Sum
	Total Base Bid Amount: (Base Bid Items: A+B) NOTE: Base Bid A+B will all be under one contractor as accepted by the Owner. Total Base Bid Price: The Total Base Bid Price above includes payment and performance bonds, supply bonds, and insurance per the requirements identified in the Invitation to Bid and is equal to the sum of the Base Price plus the sum of all Owner Directed Allowances defined in the Scope of Work.	\$ _____ Total

There are three (3) separate design Bid Documents included with the Request for Proposal for the subject project (via electronic PDF):

AECOM documents:

- 1) LCCH_Drawings_A18_LCCH_BABCOX_Training Rm_Issued for Bid_08-19-2019 (002).pdf
- 2) LCCH_Drawings_MEP-T-TA-AV_Training Rm_Issued for Bid_08-19-19 (002).pdf
- 3) LCCH_Specs_Training Rm_Issued for Bid_08-19-19 (002).pdf

A pre-bid conference and site inspection will be held on Wednesday August 28, 2019 at 1:00 p.m., at Lake County Administrative Building, 18 N. County St. – 9th Floor, Waukegan, Illinois 60085.

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.

THIS SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED.

The undersigned hereby certifies that it has read and understands the contents of this solicitation, including all exhibits and agrees to furnish at the prices shown any or all of the items listed, 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 request additional compensation. By signing this bid document, the bidder hereby certifies that it is 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:** _____

**Printed
Name:** _____

Title: _____

**Email
Address:** _____

**Company
Name:** _____

Date: _____

**Telephone
Number:** _____

**Fax
Number:** _____

LAKE COUNTY - INVITATION FOR BIDS: TERMS AND CONDITIONS

1. **AUTHORITY.** This Invitation for Bids is issued pursuant to applicable provisions of the Lake County Purchasing Ordinance.
2. **BID OPENING.** Sealed Bids will be received at the Lake County Purchasing Division until the date and time specified at which time they shall be opened in public. Late Bids shall be rejected and returned unopened to the sender. Lake County ("County of Lake" or "County" or "Owner") does not prescribe the method by which Bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the Bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn within the time specified for the opening of Bids. Bids shall be filled out legibly in ink or typewritten with all erasures, strikeovers and corrections initialed in ink by the person signing the Bid. The Bid shall include the legal name of the Bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the Bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing Bids must be sealed and addressed to the County of Lake Purchasing Division The name and address of the Bidder and the Invitation Number must be shown in the upper left corner of the envelope.
5. **ERRORS IN BIDS.** Bidders are cautioned to verify their Bids before submission. Negligence on the part of the Bidder in preparing the Bid confers no right for withdrawal or modification of the Bid after it has been opened. In case of error in the extension of prices in the Bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The County of Lake reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all Bids or any portion thereof, or to accept an alternate Bid. The County reserves the right to waive any immaterial defect in any Bid. Unless otherwise specified by the Bidder or the County, the County has one hundred twenty (120) days to accept the Bid. The County may seek clarification from any Bidder at any time and failure to respond promptly is cause for rejection.
7. **INCURRED COSTS.** The County will not be liable for any costs incurred by Bidders in replying to this Invitation for Bids.
8. **AWARD.** It is the intent of the County to enter into a Contract with the lowest responsive and responsible Bidder. The County reserves the right to determine the lowest responsive and responsible Bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. The determination of which Bids are responsive and responsible will include the following factors (where applicable): (a) adherence to all conditions and requirements of the Bid specifications; (b) price; (c) qualifications of the Bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.
9. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
10. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
11. **TAXES.** Lake County is not subject to Federal Excise Tax. Per Illinois Compiled Statutes, 35 ILCS 120/2-5, Lake County is exempt from certain state and local taxes.
12. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the Bidder requests authorization for desired substitution by RFI in advance of the County's addendum issuance due date. Bidder shall clearly state exactly what is proposed to be furnished, including complete specifications. Unless the Bidder specified otherwise, it is understood the Bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer responsive, including whether it is equivalent to and meets the standard of quality indicated by the brand name and number.
13. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the Bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with Bidder's name, invitation number, item reference, manufacturer's brand name and number.
14. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency or error which they may discover upon examination of the Invitation to Bid. Interpretations, corrections and changes will be made by addendum. Each Bidder shall ascertain prior to submitting a Bid that all addenda have been received and acknowledged in the Bid.
15. **INDEMNIFICATION.** Bidder agrees to indemnify Lake County (including Lake County's agent's and assigns) against all injuries, suits, claims, demands, liabilities, damages, losses and expenses, including court costs and attorney's fees, which may arise or which may be alleged to have risen out of or in connection with the work or services covered by or associated with this project and provided by Bidder.
16. **DEFAULT.** Time is of the essence for this project and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate any contract resulting from this Invitation to Bid by notice effective when received by the Bidder, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the contracted Bidder with any or all losses incurred. The County shall be entitled to recover its attorney's fees and expenses in any successful action by the County to enforce any such contract resulting from the Invitation to Bid.
17. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Bidder's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Bidder promptly after rejection.
18. **WARRANTY.** Bidder warrants that all goods and services furnished hereunder will conform in all respects to the terms of this Invitation to Bid, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Bidder warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The County may return any nonconforming or defective items to the Bidder or require correction or replacement of the item at the time the defect is discovered, all at the Bidder's risk and expense. Acceptance shall not relieve the Bidder of its responsibility.
19. **REGULATORY COMPLIANCE.** Bidder represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Bidder shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
20. **EQUAL EMPLOYMENT OPPORTUNITY.** Bidder 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 Bidder shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.
21. **ROYALTIES AND PATENTS.** Bidder shall pay all royalties and license fees. Bidder shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the County harmless from loss on account thereof.
22. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois.

It is the intent of Lake County to procure the entire project scope of work as solicited via a single LICENSED and QUALIFIED GENERAL CONTRACTOR. Lake County intends to contract all bid packages under one prime contractor. All required subcontractors to properly execute the work are to be contracted under the prime contractor. Any of the following may be contracted, however, all accepted bid items will be under one prime General Contractor for the sum total of each line item as offered below.

PROJECT DESCRIPTION: This project contains a single scope of work which the County intends to procure via a single qualified GENERAL CONTRACTOR as part of a fully coordinated project.

- 1) SHERIFF TRAINING CENTER: The current space(s) designated for the Sheriff Training Center is a secure detention gymnasium. The intent of this project is to repurpose this space to provide for a general public accessible training center. The General Contractor shall perform all work detailed in the Construction Drawings and Specifications to include, but not be limited to: select demolition, structural improvements, masonry improvements, cast-in-place concrete improvements, mechanical improvements, plumbing improvements, electrical improvements, telecommunication improvements, audio/visual improvements, security improvements, carpentry improvements, glazing improvements, building automation improvements, finish improvements, furnishings, start up, commissioning, project management, etc. required to install a fully operation and completed product in strict accordance with the intent of the general scope of work for the new training center. The project shall be substantially complete no later than one hundred eighty (180) calendar days from the Notice to Proceed.

LOGISTICAL CONSIDERATIONS: The Babcox Justice Complex is a secured detention facility with adjacent justice program and support spaces. As such, great care must be taken in the means and methods used to implement construction in and around this facility. Employee background checks, daily tool and equipment checks, regular security sweeps, and a restricted ability of employees to move between construction areas within the facility will occur. The Contractor's work will be isolated to "securable" segments of the building where work from demolition to trim will need to occur. Contractors will be under the escort of Facility Operations or Sheriff Correctional staff to and from the designated, "securable" work area each workday. Work hours shall be 6:00 AM to 5:00 PM daily with exceptions only as granted by Lake County. The awarded contractor will be required to provide Lake County a daily log of construction activity and a proposed work plan for the following 48 hours of construction activity, as well as a 3-week look ahead schedule. The contractor will need to determine if they require an off-site field office (trailer as there is currently no on-site staging area available). Temporary sanitary services and storage containers (as required) will also be required as part of the Contractor's scope of services with the same off-site location to be determined by the Contractor.

Operational space associated with the above referenced project includes: secure detention, secure staff, and public usage. In general: work in "secure detention" is the most restricted, with staff areas being less restricted, and the most unrestricted is "public". All spaces will require the contractors care, conscientiousness, and courtesy. The contractor must make accommodations within their bid to ensure continuity of interior operations throughout the duration of this project. A clearly identified construction logistics and sequence plan with corresponding schedule will be required of the awarded contractor prior to commencing any work.

PHASING: It is critical that the awarded general contractor plan and implement a logical, sequential construction of this project in order to minimize disruption to the facility. A site logistics plan and detailed schedule will be required in order to execute the work.

CONTRACTOR QUALIFICATIONS (MUST BE FILLED OUT AND ATTACHED TO BID PROPOSAL)

A. Bidder Qualification Affirmation

Bidder MUST meet "Contractor Qualifications" and "Qualifications of a Responsible Bidder" (identified later in this bid proposal). Failure to meet these standards WILL result in the bid being designated "not responsive and responsible" and WILL be grounds for rejection.

END OF INTENT

1.0 Bid Submission:

Sealed Bids will be accepted until September 10, 2019, 11:00 a.m., Lake County Purchasing, 18 N. County Street, 9th Floor, Waukegan, IL 60085

2.0 Submission Requirements:

- a. The bidder must complete, sign, and submit the "Invitation to Bid" form and subsequent price sheets and affidavit. Please include a worksheet by trade with scheduled values that total the Base Bid Price.
- b. The Bidder must complete, sign and submit the General Information form.
- c. The Bidder must complete, sign and submit the Bidder Qualification Form
- d. The Bidder must complete and submit the Firm References form.
- e. The Bidder must provide the Addendum Acknowledgement form.
- f. The Bidder must provide the Sustainability Statement.
- g. The Bidder must complete, sign and submit the Vendor Disclosure Statement.
- h. The Bidder must provide bid security in accordance with these specifications.
- i. The Bidder must submit a proposed project schedule indicating compliance with the substantial completion date of one hundred eighty (180) calendar days from the Notice to Proceed.
- j. The Bidder may include a value engineering proposal that may reflect a cost savings for the project for consideration.

3.0 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. All questions shall be submitted no less than seven (7) days prior to the Bid opening date. Any and all changes to these specifications are valid only if they are included by written addendum to all Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. 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 so issued shall become part of the Bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a Bidder to improperly submit a Bid.

4.0 Addendum Acknowledgement:

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. The Bidder shall acknowledge addenda by signing the enclosed Addendum Acknowledgement form. It is the Bidder'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 within three business days of the submittal due date.

5.0 Definitions:

- a. **Base Bid** shall mean: the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Unit Prices.
- b. **Unit Price** shall mean: an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, including all overhead and profit for a portion of the Work as described in the Invitation to Bid. The County may reject or negotiate any unit price which is considered excessive or unreasonable.
- c. **Invitation to Bid** shall mean: this solicitation for Bids, inclusive of all Exhibits, which Exhibits include the Scope of Work and all other specifications relevant to this project.
- d. **County** shall mean: "Lake County, State of Illinois" or "County of Lake."
- e. **Bidder** shall mean: an entity providing by 11:00 a.m. on August 6, 2019 a Bid in response to this Invitation to Bid.
- f. **Contract** shall mean: the entirety of the agreement between Lake County and the selected Bidder with respect to this project. That is, upon acceptance by Lake County of a Bid, which acceptance shall include Lake County's selection of Alternates therein, the Invitation to Bid together with the selected Bid will form an agreement between Lake County and the selected Bidder, which agreement constitutes, and is referred to herein as, the Contract. The Contract is subject to future mutual amendment.
- g. **Contractor** shall mean: the Bidder, once the Contract is formed.
- h. **Provide** shall mean: the work complete, in place, ready for use, including all labor, materials, equipment and services.
- i. **Responsive Bid** shall mean: a Bid which conforms in all material respects to the requirements set forth in the Invitation to Bid.

- j. **Contract Term** shall mean: from the date of Contract formation to the completion of Work, which Work shall be completed at the earliest possible time, but not later than December 31, 2020.
- k. **Value Engineering** shall mean: the process of analyzing the designed building features, systems, equipment, and material selections for the purpose of achieving essential functions at the lowest life cycle cost consistent with required performance, quality, reliability, and safety. Opportunities identified by Bidders, including the proposed substitution of less expensive materials or systems for those initially suggested, should be limited to those that preserve these basic objectives and which do NOT adversely impact overall project size or scope.

6.0 Substantial Completion:

The successful Contractor shall commence construction work as soon as possible following execution of the contract. Work shall be completed at the earliest possible time, but not later than one hundred eighty (180) calendar days from the Notice to Proceed.

7.0 Pre-Bid Conference and Site Inspection:

A pre-bid conference and site inspection will be held:

August 28, 2019 at 1:00 p.m. local time at:

Lake County Administration Building

18 N. County Street – 9th Floor

Waukegan, IL 60085

8.0 Responsive Bid:

- a. Bidders are hereby notified that any exceptions to the requirements of this Invitation to Bid may be cause for rejection of the Bid.
- b. Bidders shall promptly notify the County of any ambiguity, inconsistency or error which they may discover upon examination of the Invitation to Bid. Interpretations, corrections and changes will be made by addendum. Each Bidder shall ascertain prior to submitting a Bid that all addenda have been received and acknowledged in the Bid.
- c. Bidders must comply with contractor qualifications in order to be determined “responsive”, see “QUALIFICATIONS OF A RESPONSIBLE BIDDER” later in this document.
- d. Apparent Low Bidder shall be required to submit executed Contractor Security Clearance Application Form(s) for the Project Manager and Superintendent. Failure to obtain security clearance(s) will result in the Bidder being deemed Non-Responsive.

9.0 Basis of Award:

From all Bidders, the County will select the lowest responsive and responsible Bidder for the Total Base Bid Price A-B. A Responsive Bidder must meet the specifications of this Invitation to Bid including financial capacity to perform, experience and qualifications performing similar work, and scheduling and availability to perform the work within the time allowed. Thus, the County reserves the right to determine the lowest responsive and responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. The determination of which Bids are responsive and responsible will include the following factors (where applicable): (a) adherence to all conditions and requirements of the Invitation to Bid; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) approval(s) of Security Clearance Application(s) for the Project Manager and Superintendent (f) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (g) maintenance costs and warranty provisions; and (h) repurchase or residual value.

10.0 Contract Time:

Any claim by the Contractor 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 Contractor’ sole and exclusive remedy for such delay.

11.0 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.

12.0 Sustainability Statement

Lake County is committed to green and sustainable practices and good environmental stewardship. Consequently, we are asking bidder to provide a Statement of Sustainability to ensure our bidders are also incorporating sustainability into their firm's practices. Please complete the Sustainability Statement included herein and include it with the bidder's response.

13.0 Vendor Disclosure Statement

This disclosure statement is being filed in accordance with the Lake County Ethics Ordinance and Lake County Purchasing Ordinance. Vendors wishing to contract with Lake County for goods and services shall submit this form in advance of award and disclose any familial relationships between a Lake County elected official, department director, deputy director, manager and owners, principals or officers of the vendor's company as well as campaign contributions to County elected officials.

14.0 Schedule of Events

Time (CST)	Date	Event	Location
1:00 PM	8/28/19	Pre-Bid / Project Review Meeting	Lake County Administration Building 18 N. County Street – 9 th Floor Waukegan, IL 60085
2:00 PM	9/3/19	Deadline for submissions of Requests for Clarifications	Submit questions on Lake County's website at: www.lakecountypurchasingportal.com or via email at purchasing@lakecountyil.gov
11:00 AM	9/10/19	Bid Opening	Lake County Purchasing 18 N. County Street, 9th Floor Waukegan, Illinois 60085-4350
9:00 A.M.	10/8/19	Contract Award (anticipated)	Lake County Board Meeting
5:00 P.M.	10/11/19	Notice to Proceed (anticipated)	Email
5:00 P.M.	4/7/20	Substantial Completion (anticipated)	Lake County, Facilities and Construction 18 N. County Street, 9 th Floor Waukegan, Illinois 60085-4350

END OF INSTRUCTIONS TO BIDDERS

1.0 Project Administration:

a. County's Representative

Don Dugan, Project Manager
Lake County Facility and Construction Operations
18 N. County St. 9th floor
Waukegan, IL 60085-4350
Phone: 847-377-2985
E-Mail: ddugan@lakecountyil.gov

b. Contracting Authority

RuthAnne K. Hall, Purchasing Agent
Lake County Purchasing Division
18 N. County Street, 9th Floor
Waukegan, IL 60085-4350
Phone: 847-377-2929
E-Mail: rhall@lakecountyil.gov

c. Technical Authority (Architect of Record)

George Geldis, Architect
AECOM
303 E. Wacker Drive, Suite 1505
Chicago, IL 60601
Phone: 312-373-7754
E-Mail: George.geldis@aecom.com

Notification: The Contractor must give at least forty-eight (48) hour notice prior to commencing Work to each of the parties listed herein.

2.0 Intent of the Contract Documents:

- a. The contract documents are complementary, and what is called for by one shall be as binding as if called for by all. The intention of the contract documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, overhead, profit, and all transportation and all other expense as may be necessary for the proper execution of all Work.
- b. Conflict. If the requirements of one document conflicts with the requirements of another document or the same document or the same document, then the most stringent requirements shall apply to the Work. The Architect will determine which requirement is most stringent.

3.0 Evaluation Criteria:

All bidders must be qualified suppliers and demonstrate the capability to provide services herein in accordance with the bid specifications. Bids shall be evaluated as follows (not listed in order of priority):

- Bid pricing
- Site Logistics Plan
- Schedule showing major milestones
- Years in business
- Providing similar service to similar customers
- Ability to perform in accordance with bid specifications
- References
- Contractor Security Clearance Application(s) Approval(s) for Project Manager and Superintendent
- Value Engineering Opportunities

4.0 References:

The Bidder shall provide at least three (3) references for projects of similar size, complexity and dollar value to the project outlined herein. Submit references on the forms provided.

5.0 Execution, Correlation and Intent:

Site Inspection: It is understood that the Contractor, 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.

6.0 Interpretation:

For brevity, certain phrases in the Contract Documents are understood. Unless specifically stated as an obligation of the County, it is understood to be an obligation of the Contractor. Where phrases such as: 'as selected', 'as directed', or 'as approved' are used, the following phrase 'by the County, or by the Engineer acting for the County' is understood. Where phrases such as 'or equal', or 'approved equal', are used, the following phrase 'as determined by the County, or the Engineer acting for the County', is understood.

7.0 Waiver:

The County may, at its sole discretion, waive any provision of the contract not inconsistent with State Law.

8.0 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,” dated August 2018.

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

9.0 County’s Right To Do Work:

If the Contractor 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 Contractor 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 Contractor.

10.0 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.

11.0 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.

12.0 Compliance:

All Work must comply with drawings, specifications, manufacturers’ specifications and instructions, and the standards published by the relevant manufacturers association, and by the referenced authorities.

The County may request and pay for an inspection by a representative of the manufacturer or the manufacturer’s association to determine if the Work has been performed in accordance with the specified standards.

If such inspection determines that the Work does not comply with the specified requirements, immediately remove the non-complying items and replace them with items complying with the specified requirements, all at no additional cost to the County, and reimburse the County for the cost of the inspection.

The specifications refer to standards published by authorities and associations such as but not limited to:

- I.D.O.T P.C.A.
- A.S.T.M N.C.M.A.
- A.C.I. A.W.I.
- A.I.S.C. A.W.S.
- S.J.I. S.D.I.
- B.I.A. A.I.S.I.
- B.O.C.A. N.F.P.A.
- U.L. S.M.A.C.N.A.

N.E.C. N.E.M.A.

A.S.H.R.A.E. A.S.M.E.

Indiana Limestone Institute, and others

The County may request a representative of one or more of these organizations, or others, to inspect the Work in accordance with paragraphs above.

The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, County, other local governments having jurisdiction or authority, and with the Americans with Disabilities Act and OSHA regulations.

13.0 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 Contractor 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, Contractor 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.

14.0 Change in Status

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

15.0 Assignment of Contract:

Bidder shall not assign its Bid or any resulting contract or any part thereof without the written consent of the County.

16.0 Permits, Fees and Notices:

The Contractor shall secure any permits necessary; however, the Bidder shall not include the cost of the permit in the Bid. In the event that permit or inspection fees are imposed, the County will reimburse the Contractor for the actual cost with no additional allowance for overhead and profit.

17.0 Personnel and Staffing

All matters pertaining to the recruitment, screening, hiring, and retention shall be the exclusive responsibility of the Bidder. Bidder will pay all taxes pertaining to his employees as required by law.

Under no circumstances shall employees of the Bidder bring alcoholic beverages, drugs, or other contraband items onto County property or into any Lake County Facilities.

The Bidder shall not allow entry to any employee or Worker determined to be under the influence of drugs or alcohol. Any employee in Bidder's operations that may be deemed to be discourteous or objectionable on reasonable grounds, shall be appropriately counseled or disciplined by the Bidder to correct such behavior. In any event, the Bidder shall be responsible for the conduct of their employees and failure to provide courteous and well-mannered service shall be an event of default.

The County shall be entitled to request the removal of individuals Working on this contract for any of the following grounds, provided that such request be in writing and shall specify the reasons for Lake County's dissatisfaction: (is) unsatisfactory performance that causes negative operational impact at Lake County or causes Lake County to commit additional resources to avoid operational impact; (ii) dishonesty or belligerent conduct; (iii) lack of compatibility with Lake County staff; or (iv) violation of Lake County rules or policies. Upon such written request, Lake County and Bidder shall decide on a course of action to cure any such problems, provided that there shall be no cure opportunity required for problems involving categories (ii) or (iv) in the preceding sentence. In the event Bidder does not cure the problem within (7) days from the date of notice, Bidder shall remove such person and shall promptly provide a qualified replacement.

18.0 Superintendent:

The Contractor shall give his personal attention to the Work or have at the site of the Work at all times a competent foreman, superintendent, or other representative satisfactory to the architects and having authority to act for the Contractor. The superintendent shall wear a paging device at all times.

19.0 Job Meeting:

Upon commencement of construction, there shall be a regularly scheduled job progress meetings (typically 1/week unless agreed to otherwise with the County). Attendees shall include the Contractor, County's Representative and Subcontractors as pertinent to the agenda. For each job meeting the Contractor shall prepare and distribute a revised construction schedule showing planned progress (as approved by the County) and actual progress in percent in percent completion of each activity. Contractor shall be responsible for taking Minutes of Meeting and distribution of them. The minimum agenda for each meeting shall include:

Review of Contractor's revised construction schedule.

Review work progress since the last meeting.

Note field observations, problems and decisions.

Identify problems that may impede planned progress.

Develop corrective measures and procedures to regain schedule.

Review submittal schedules, expedite as required to maintain schedule.

20.0 Schedules:

The successful Contractor shall furnish the following to the Lake County Purchasing Division:

Within ten (10) calendar days after acceptance of the contract a schedule for the performance of the contract, including number of workers/crews assigned, hours, and delivery dates from material suppliers;

The contractor shall provide, for the construction phase, a schedule of all subcontractors and suppliers, together with their addresses and telephone numbers [Note: Major subcontractors must be those specified in Paragraph 2 of the "Contractor Qualification Form" submitted with the Bid].

Within five (5) calendar days after award of the contract, Certificates of Insurance and endorsements to comply with specified requirements herein before.

21.0 Damages:

Contractor must adhere to the Project Schedule (as it may be revised by mutual agreed change orders). If Contractor fails to meet substantial completion in accordance with the project schedule and such failure is caused by Contractor breach of this Contract and not by the County's or its employees, representatives, or other contractors or by causes beyond Contractor's control, then Contractor shall pay the County as its sole and exclusive remedy compensated damages in the amount of \$10,000.00 per month attributable to Contractor's breach, as more fully described below.

Contractor and County agree that, although such compensated damages are difficult to ascertain, they are a reasonable approximation of the amount of damages County would suffer caused by Contractors breach in failing to achieve substantial completion as scheduled. These compensated damages are intended to compensate County for all damages caused by such delay, including those relating to the administration of the Agreement and other related contracts, additional costs incurred by the County for its operations and other personnel, expenditures resulting from the inability of County to use the system during delay, and other miscellaneous obligations and expenditures which County would incur as a result of such delay. In determining the compensated damages amount, Contractor and County have taken into consideration the other provisions of this Agreement that protect Owner, including the Performance and Payment Bond.

For County to assert a claim for compensated damages, it must first provide formal written notice to Contractor. Contractor shall be entitled to a fourteen (14) day grace period before County is entitled to any compensated damages. The damages provision is for the benefit of only the County.

If the project schedule is being delayed such that Contractor will, or is likely to, owe compensated damages to County, both Contractor and County shall take such actions as may be reasonable to mitigate the amount of compensated damages that Contractor will owe the County. These actions will be discussed during the project progress meetings.

22.0 Use of Site:

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

Any major Work requiring shutdowns or disruptions of operations must be scheduled at least forty-eight (48) hours in advance. The County shall be given forty-eight hours advance notice of disruptions in power, which must be scheduled during other

hours/days and must have prior permission from the County.

23.0 Cutting and Patching:

Each subcontractor shall do all cutting, fitting or patching of his Work that may be required to make its several parts fit together or to receive the Work of other contractors shown upon, or reasonably implied by, the plans and specifications for the completed structure, and he shall make good after them as may be directed by the Architect. General Contractor shall be responsible for cutting, fitting and patching his own Work.

24.0 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.

25.0 Conflicts:

Wherever conflicts occur between trades, it shall be the responsibility of the trades involved to resolve the conflict at no additional cost to the County or Architect. The general contractor shall coordinate all adjustments to the Work. Such adjustments shall not be accepted until approved by the Architect.

26.0 Security:

The Contractor 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 Contractor's Work or employees.

27.0 Indemnification:

Contractor agrees to indemnify Lake County (including Lake County's agents and assigns) against all injuries, suits, claims, demands, liabilities, damages, losses, and expenses, including court costs and attorney's fees, which may arise or which may be alleged to have arisen out of or in connection with the work or services covered by or associated with this Contract and provided by Contractor.

28.0 Dispute Resolution:

All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Appeals and Remedies Provisions in Article 9 of the Lake County Purchasing Ordinance.

29.0 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.

30.0 Delays and Extensions of Time:

Pursuant to applicable provisions of the Illinois Criminal Code, 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

31.0 Purchase Order, Invoice and Payments:

All payments shall be made in accordance with the Local Government Prompt Payment Act.

32.0 Taxes:

Lake County is not subject to Federal Excise Tax. Per Illinois Compiled Statutes, 35 ILCS 120/2-5, Lake County is exempt from certain state and local taxes.

33.0 Progress Payments

Payments shall be made in the amount of 90% of the estimated value, less any previous payments to the Contractor upon approval of the Sworn Statement and receipt of certified payrolls, as per the Prevailing Wage Act, 820 ILCS 130/5. Payments shall be made in accordance with the Local Government Prompt Payment Act.

34.0 Applications for Payment:

Applications for Payment shall be submitted to Don Dugan, Project Manager and the Technical Authority, George Geldis, AECOM.

35.0 Final Completion:

The Contractor shall have thirty (30) calendar days from the date of Substantial Completion 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 Contractor shall complete or correct such item within fourteen (14) calendar days after receipt of notice from the County.

36.0 Safety:

The Contractor must be familiar with the Manual of Accident Prevention in Construction by the Associated General Contractors of America, current edition, and maintain at the Project a copy of said publication and will strictly enforce the applicable requirements of same. Contractor will also state the name of the Contractor's Safety Engineer who will be responsible for enforcing all Safety Requirements.

37.0 Scaffolding:

Scaffolding shall be furnished by the trades requiring scaffolding for the execution of their Work. All scaffolding shall comply with all local, state, OSHA and federal codes and the design, maintenance, erection, footings or base supports, and the use thereof shall be the responsibility of the contractor providing the scaffold.

Mixed use by trades mutually requiring scaffold shall be coordinated by the trades involved.

38.0 Toxic Substances:

The Contractor shall comply with the Illinois "Toxic Substances Disclosure to Employees Act" for any substance(s) produced, used or stored in any manner where Lake County employees may be exposed. At least forty-eight (48) hours prior to any potential exposure, the Contractor must furnish the Department of Human Resources, 18 North County Street, Waukegan, Illinois 60085-4350 with "Material Safety Data Sheets" for any substance covered by this Act. The Department of Human Resources may require the Contractor to post signs or placards which identify the toxic substance(s) present. A complete copy of the Act is available from the Purchasing Department upon request. Refer questions concerning compliance with this Act to the Safety and Training Manager, Department of Human Resources, (847) 377-2700.

39.0 Hazardous Materials:

The Contractor is not responsible for the removal of hazardous materials as part of the scope of this contract. If, during Work on this contract, the Contractor is confronted with suspected hazardous materials, the Contractor shall **immediately stop Work and report the condition to the County and the County's Representative**. The County shall be responsible to identify and remedy the hazardous condition. The Contractor shall be responsible to cooperate with the County, and any other Contractor responsible to remedy the hazardous situation. Any claim by the Contractor for time lost in the performance of the Work 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 Contractor's sole and exclusive remedy for such delay.

40.0 Insurance:

All Contracts may be subjected to change

The contractor 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-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 and/or where applicable:

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

Workers Compensation Insurance covering all liability of the Contractor 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 Contractor's employees, with limits listed below:

Employers Liability

Each Accident \$1,000,000

Disease-Policy Limit \$1,000,000

Disease-Each Employee \$1,000,000

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

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
- 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 Contractor'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)

Contractor's Pollution Liability (if applicable)

The Contractor's pollution liability insurance, in connection with an agreement, shall be written with limits of insurance not less than the following:

\$ 1,000,000 per occurrence limit

Professional Liability – Errors and Omissions (if applicable)

The Contractor'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.

Installation Floater / Builders Risk (if applicable)

Contractor's builders risk/an installation floater should cover materials while stored on-site and installation until the project has been completed or put to its intended use.

Limit would be determined by the hard construction values of the project including materials, the cost of change orders and overhead and profit.

Excess/ Umbrella Liability (if applicable)

The Contractor's 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*)

Contractors and Subcontractors

All insurance shall apply as primary insurance/non-contributory with respect to Lake County. Any insurance or self- insurance maintained by County shall be excess of the Contractor's insurance and shall not contribute with it. Such contractual liability insurance coverage shall be broad enough to respond to the liability assumed by the Contractor in the indemnity and hold harmless clause described herein. Both Contractors and its Subcontractors; to the fullest extent permitted by law, shall waive any right of contribution

and shall indemnify and hold harmless Lake County from and against claims, damages, losses and expenses arising out of or resulting from performance of the contractor's or subcontractor's work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death which is caused in whole or in part by negligent acts or omissions of the Contractor or Subcontractor.

Liability Insurance Conditions

Contractor 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 Contractor's insurance shall be primary in the event of a claim.
- c. Contractor agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change;
- d. Lake County shall be provided with Certificates of Insurance and 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.
- e. Any hard copies of said Notices and Certificates of Insurance shall be provided to:

**Lake County
Purchasing Division
18 N. County 9th Floor
Waukegan, Illinois 60085
Attn: RuthAnne Hall, Lake County Purchasing Agent**

Failure to Comply: In the event the Contractor 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 Contractor.

41.0 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.

42.0 Economic Opportunity Program

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 RFP 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 Bidders 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 a public procurement process and requires that publicly procured contracts be awarded to the lowest responsive and responsible bidder, with no demonstrated preference based on the bidder's location, race and gender.

43.0 Reporting Requirements for Awarded Contracts

All awarded Bidders 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 Bidders provide an accounting of employees assigned throughout the term of the Contract in regard 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.

44.0 Termination by the Contractor

Bidder may not terminate its bid or any resulting Contract for delays caused by Acts of God, labor disputes, or unavoidable casualties; however, the term of any resulting Contract may be extended in accordance with the terms and conditions herein and thereof.

45.0 Termination by the County for Convenience:

The County reserves the right to terminate this Invitation to Bid and the Contract, or any part thereof, upon thirty (30) days written notice. In the event that this Invitation to Bid or the Contract is terminated due to Bidder's default, the County shall be entitled to purchase substitute items and/or services elsewhere and charge Bidder with all losses incurred, including attorney's fees and expenses. Upon receipt of written notice from the County of such termination for the County's convenience, Bidder shall:

Cease operations as directed by the County in the notice;

Take actions necessary, or that the County may direct, for the protection and preservation of the work; and

Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Subcontracts and purchase orders and enter into no further Subcontracts and Purchase orders. In case of such termination for the County's convenience, Bidder shall be entitled to receive payment from the County for work completed to date in accordance with the terms and conditions of this RFP and any resulting contract.

END OF GENERAL CONDITIONS

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 of 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 The Prevailing Wage Act, 820 ILCS 130/1 et seq., provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for Lake County is enclosed and must be prominently posted at the project site by the Contractor.

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 Sub Contractor 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 Sub Contractors.

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 Sub Contractor 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 Illinois Workers on Public Workers Act: 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: "Illinois Workers on Public Works Act, 30 ILCS 570/ et seq, including Public Act 096-0929 signed into law on June 16, 2010." The level of unemployment in the State of Illinois has exceeded 5% for two (2) consecutive calendar months.

7.0 Current Prevailing Wage Rates can be found at:
<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/2018-Rates.aspx>

AUTHORIZED NEGOTIATORS:

Name: _____ Phone # _____ Email Address: _____

Name: _____ Phone # _____ Email Address: _____

BUSINESS ORGANIZATION: (check one only)

_____ Sole Proprietor: An individual whose signature is affixed to this Bid.

_____ Partnership: State full names, titles, and addresses of all responsible principals and/or partners on attached sheet.

_____ Corporation: State of incorporation: _____

_____ Non-profit Corporation

_____ 501c3-- U.S. Internal Revenue Code

By signing this Bid document, the proposer hereby certifies that it is not barred from responding 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.

Business Name

Signature

Print or Type Name

Title

Date

BIDDER QUALIFICATION FORM

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 firm is a certified M/W/DBE and attach certification: _____

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. Relevant Construction experience: Minimum of 3 similar projects completed in the last 10 years having a construction value equal or greater to the value of this bid. Projects should be of similar complexity and demonstrate the bidder's ability and experience to successfully complete this specific project.
- 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:

2. List Proposed Major Subcontractors for this Project:

Trade	Name	Address	Amount (\$)

3. Bank Reference:

Address:

Contact:

4. Bonding Company:

Agency Name:

Address:

Contact:

5. Insurance Company: _____
Agency Name: _____
Address: _____

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: _____

REFERENCE FORM

Provide at least THREE (3) references for projects of similar size and complexity. (Attach additional pages as needed).

1.

Entity: _____

Address: _____

City, State, Zip Code: _____

Name of Contact Person: _____

Email Address: _____

Telephone Number: _____

Description of Services Provided: _____

Date of Service: ____/____/____ To: ____/____/____

2.

Entity: _____

Address: _____

City, State, Zip Code: _____

Name of Contact Person: _____

Email Address: _____

Telephone Number: _____

Description of Services Provided: _____

Date of Service: ____/____/____ To: ____/____/____

3.

Entity: _____

Address: _____

City, State, Zip Code: _____

Name of Contact Person: _____

Email Address: _____

Telephone Number: _____

Description of Services Provided: _____

Date of Service: ____/____/____ To: ____/____/____



Addendum Acknowledgement Bid #19158

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: _____

Company Name: _____

Authorized Representative: _____

Signature

Authorized Representative: _____

Print

Date: _____

It is the Bidder'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 within three business days of the submittal due date.

If the submittal has already been received by Lake County, Bidders 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.

Lake County is committed to green and sustainable practices and good environmental stewardship. Consequently, we are asking proposers to provide a Statement of Sustainability to ensure our proposers are also incorporating sustainability into their firms' practices.

INSTRUCTIONS

On the following Sustainability Statement form, provide a clear description of your firm's sustainable practices, policies, or procedures. These practices may include, but may not be limited to, the following categories and examples:

Waste Minimization within your office or facilities, such as a recycling programs, double-sided copying, electronic internal communications (i.e. memos), use of recycled-content materials and reusable cups, limiting printing, electronic document management, instituting green purchasing policies, using green cleaning supplies and practices, or reducing packaging in materials you procure or supply.

Energy Efficiency within your office, facilities, or firm, such as lighting retrofits, photo-sensor switches for lighting, effective use of daytime lighting, using Energy Star rated appliances or equipment, using an alternative fuel or having efficient fleet policies, an anti-idling policy, or indoor temperature management (i.e. turning the thermostat up in the summer and down in the winter).

Water Efficiency within the office, facilities, or firm, such as faucet or fixture retrofits, switching from individual bottled water to office water coolers or drinking fountains, and installing drought-tolerant landscaping.

Staff encouraged to adopt sustainable practices and supported by your firm through public transit benefits, bicycle accommodations, telecommuting options, support for green seminar attendance, becoming US Green Building Council LEED accredited, or creating an internal "green team."

Education of your staff about green practices, education of your business peers about your green accomplishments, education of your community by your sustainability, or notice of any environmental awards your firm has achieved.

CONTINUE TO NEXT PAGE

Bidder Name _____

Attach additional sheets if necessary.

Waste Minimization

Energy Efficiency

Water Efficiency

Staff

Education



VENDOR DISCLOSURE STATEMENT

Vendor Name:			
Address:			
Contact Person:		Contact Phone #:	
Bid/RFP/SOI/Contract/Renewal:	BID# 19158		

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. Vendors shall disclose:

- A familial relationship between a Lake County elected official, department director, deputy director and manager and owners, principals, or officers 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, officer, manager, lobbyist, agent, consultant, counsel, subcontractor or corporate entity under the control of the vendor to any county board member, county board chair, or countywide elected official as well as contributions to any political action committees within the last five years.

FAMILIAL RELATIONSHIPS

List below the 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. Please attach additional pages as necessary.

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

CAMPAIGN CONTRIBUTIONS

List below the campaign contributions that have been made within the last five years. Please attach additional pages as necessary.

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.lakecountyl.gov. The full text of the County’s Ethics and Procurement policies and ordinances are available at www.lakecountyl.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:	

Failure to complete and return this Disclosure may result in delay or cancellation of the County’s Contractual Obligation.