

# http://doingbusiness.lakecountyil.gov/

Lake County will be accepting <u>only</u> electronic RFP submissions for Request for Proposal #21001 Vernon Hills West Pump Station Force Main Analysis for Lake County, IL.

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

- 1. Go to www.lakecountypurchasingportal.com
- 2. Click on the RFP Number: 21001
- 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 RFP 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

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

BID/RFP No. RFP #21001	Vendor Name:
Buyer: Yvette Albarran	Vendor Address:
Bid/RFP Description:	Lake County
Vernon Hills West Pump Station Force Main Analysis for	ATTN: PURCHASING DIVISION
Lake County, IL	18 N. County Street – 9 <sup>th</sup> Floor
BID/RFP Due Date*: January 15, 2021, 11:00 a.m. CST	Waukegan, IL 60085-4350

<sup>\*</sup>Please note: Responses are due at 11:00 a.m. local time on Friday, January 15, 2021. Please allow sufficient time for any technical issues you may have and upload your RFP early. Please email Purchasing at <a href="mailto:purchasing@lakecountyil.gov">purchasing@lakecountyil.gov</a> to receive confirmation that we have successfully received your submission.

# Lake County, Illinois Request for Proposals #21001 Vernon Hills West Pump Station Force Main Analysis for Lake County, IL

The purpose of this Request for Proposal (RFP) is to establish a contract with a vendor to provide an in-line analysis of the two force mains connected to the Vernon Hills West Pump Station for Lake County, IL.

GENERAL REQUIREMENTS:	Proposers are to submit electronic proposals, to be opened and evaluated in private. one (1) complete electronic unprotected copy via the Lake County Purchasing Portal, and one (1) redacted copy that can be used to comply with the Illinois Freedom of Information Act (FOIA). Please refer to the FOIA statute, 5 ILCS 140/1 et seq., and specifically Section 7 therein, for an explanation of the information that may be redacted.
SUBMISSION DATE & TIME:	January 15, 2021 by no later than 11:00 a.m. local time Proposals received after the time specified will not be opened.
CONTACT / QUESTIONS:	All contact and questions regarding the Request for Proposal shall be with the Purchasing Division. Should the proposer require additional information about this RFP, please submit questions on our website at <a href="http://lakecountypurchasingportal.com">http://lakecountypurchasingportal.com</a> by selecting the RFP number and addendum link. Questions may also be submitted via email to <a href="mailto:purchasing@lakecountyil.gov">purchasing@lakecountyil.gov</a> . All questions shall be submitted no less than seven (7) days prior to the RFP opening date. No oral answers will be given to questions.
CONTENTS:	The following sections, including this cover sheet, shall be considered integral of this solicitation.  *Cover Sheet  *General Terms and Conditions  *General Information  *Submittal Requirements  *Evaluation Criteria  *Price Proposal Sheet  *Addendum Acknowledgement  *Value Added Services  *General Information Sheet  *References  *Sustainability Statement  *Vendor Disclosure Statement  *Responsible Bidder Affidavit  *Vendor Certification Form  *Exhibit A - Map of Vernon Hills West Pump Station Force Mains  *Exhibit B - Vernon Hills West Pump Station Record Drawings — 1972  *Exhibit D - Vernon Hills West Pump Station Record Drawings — 2004
	eptions, proposers must insert an "X" in the following box indicating a submission separately a submission with noted exceptions.

the Proposer's response to the RFP. Failure to do so may lead the County to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

NOTE TO PROPOSERS: Any and all exceptions to these specifications MUST be clearly and completely indicated in

# 1. NEGOTIATIONS

Lake County reserves the right to negotiate specifications, terms and conditions, which may be appropriate to the accomplishment of the purpose of this Request for Proposal (RFP).

# 2. CONFIDENTIALITY

Proposals are subject to the Illinois Freedom of Information Act (FOIA) once an award or final selection is made. As such all Proposers responding are asked to submit one redacted copy of their proposal that can be used by the County to respond to any future FOIA requests for the proposal.

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

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

# 3. RESERVED RIGHTS

Lake County reserves the right, at any time and for any reason, to cancel this RFP or any portion thereof, to reject any or all proposals, or to accept an alternate proposal. The County reserves the right to waive any immaterial defect in any proposal. Unless otherwise specified by the Proposer, the County has ninety (90) days to accept. The County may seek clarification from a Proposer at any time. Proposer's failure to respond promptly is cause for rejection. The County may require submission of best and final offers.

# 4. <u>INCURRED COSTS</u>

Lake County will not be liable for any costs incurred by respondents in replying to this RFP.

# 5. AWARD

Lake County reserves the right to award this contract based on the evaluation criteria set forth herein. Award shall be made by the Lake County Board to the responsible Proposer determined to be the most qualified and advantageous to the County. Lake County reserves the right to award this Contract in whole or in part if determined to be in the best interests of the County.

# 6. ADDITIONAL INFORMATION

Should the Proposer require additional information about RFP, please submit questions on our website at <a href="http://lakecountypurchasingportal.com">http://lakecountypurchasingportal.com</a> by selecting RFP number and addendum link. Questions may also be submitted via email to <a href="mailto-purchasing@lakecountyil.gov">purchasing@lakecountyil.gov</a>. All questions shall be submitted no less than seven (7) days prior to RFP opening date. ANY and ALL changes to these specifications are valid only if they are included by written Addendum to all Proposers. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any Proposer to receive any such addendum or interpretation shall not relieve the Proposer from obligation under this RFP as submitted. All addenda so issued shall become part of the RFP documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a Proposer to improperly submit a proposal.

# 7. ADDENDUM ACKNOWLEDGEMENT

Any and all changes to the specifications and terms and conditions of this RFP are valid only if they are included by addendum issued by Lake County Purchasing. Proposers shall acknowledge addenda by signing the enclosed Addendum Acknowledgement form. It is the Proposers responsibility to check for addendums, posted on the website at <a href="http://lakecountypurchasingportal.com">http://lakecountypurchasingportal.com</a> 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.

# 8. DISCUSSION OF PROPOSALS AND NEGOTIATION

Lake County may conduct discussions with any Proposer who submits a proposal. During the course of such discussions, the County shall not disclose any information derived from one proposal to any other Proposer. Lake County anticipates conducting negotiations with the successful Proposer. Your proposal should indicate any exceptions taken to this.

# 9. EXCEPTIONS

Any and all exceptions taken by Proposer to the terms of this RFP are to be identified in writing and included in the list of submittals.

# 10. CONTRACT TERM

The contract will commence upon execution and continue through solution acceptance. The Proposers shall submit an implementation schedule showing the actual completion date to be submitted to the County for approval. The contract should be substantially completed within 180 calendar days after the notice to proceed is issued. Final completion of the contract should occur 200 calendar days after the notice to proceed is issued.

# 11. RESPONSIBILITY & DEFAULT

The Proposer shall be required to assume responsibility for all items listed in this RFP. The successful Proposer shall be considered the sole point of contact for purposes of this contract.

# 12. PURCHASE ORDER AND PAYMENT

The Proposer shall submit an invoice detailing the design services, , labor hourly rates, based on the breakdown of items as listed on the Price Proposal Sheets, and based on the Project Specifications. Invoices shall show the purchase order number and the address where the product or services are provided. Payment shall be made in accordance with the Local Government Prompt Payment Act.

# 13. INTERPRETATION OR CORRECTION OF REQUEST FOR PROPOSALS

Proposers shall promptly notify the Purchasing Division of any ambiguity, inconsistency or error that they may discover upon examination of the RFP. Interpretation, correction and changes to the RFP will be made by addendum. Interpretation, corrections or changes made in any other manner will not be binding.

### 14. TAXES

The County is exempt from paying certain Illinois State Taxes.

### 15. TERMINATION

The County reserves the right to terminate this contract, or any part of this contract, upon thirty (30) days written notice. In case of such termination, the Proposer shall be entitled to receive payment from the County for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Proposers default, the County shall be entitled to purchase substitute items and/or services elsewhere and charge the Proposer with any or all losses incurred, including attorney's fees and expenses.

# 16. INDEPENDENT CONTRACTOR

The Proposer is an independent contractor and no employee or agent of the Proposer shall be deemed for any reason to be an employee or agent of Lake County.

#### 17. NON-DISCRIMINATION

The Proposer 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 Proposer shall comply the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

## 18. INDEMNIFICATION

The Proposer agrees to indemnify, save harmless and defend Lake County, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of Lake County, its agents, servants, or employees or any other person indemnified hereunder.

# 19. INSURANCE

The Proposer 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 Proposer 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 Proposer's employees, with limits listed below:

# **Employers Liability**

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

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

# 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 Proposer's projects away from premises owned or rented to contractor.

# <u>Automobile Liability Insurance (if applicable)</u>

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 Proposer'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)

# <u>Professional Liability – Errors and Omissions (if applicable)</u>

The Engineers/Architects/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.

# <u>Professional Liability – Cyber Liability (if applicable)</u>

Cyber Liability Insurance for property damage to electronic information and/or data; first and third-party risks associated with e-business, internet, etc., with limits of insurance not less than the following: \$ 1,000,000 per occurrence limit

# Technology Errors and Omissions (if applicable)

The Proposer's Software Developer and/or IT Consultant for the plans, including developing and implementing technology for Lake County, or of the project, shall be written with limits of insurance not less than the following: \$ 1,000,000 per occurrence limit

# Excess/ Umbrella Liability (if applicable)

The Proposer'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)

# **Liability Insurance Conditions**

Proposer 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) Proposer 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. Email Certificates of Insurance to the following email address: purchasing@lakecountyil.gov
- 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 Proposer 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 Proposer.

# 20. ASSIGNMENT

The Proposer may not reassign any award made, as the result of this RFP, without prior written consent from the County.

# 21. JURISDICTION, VENUE, CHOICE OF LAW

This RFP and any contract resulting there from shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19<sup>th</sup> Judicial Circuit Court, State of Illinois.

# 22. CHANGE IN STATUS

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

# 23. 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.

# 24. NON-ENFORCEMENT BY THE COUNTY

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

# 25. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: Lake County General Terms & Conditions, Lake County Request for Proposal Terms Scope of Work, and the Proposal Response.

# 26. PERSONAL EXAMINATION

Proposers are required to satisfy themselves, by personal examination of the site as to work involved and the difficulties likely to be encountered in the performance of work under this Agreement. No plea of ignorance of conditions that exist now or hereafter, or of any conditions of difficulties that may be encountered in the execution of the work under this Agreement will be accepted as an excuse for failure to or omission on the part of the Proposer to fulfill in every respect all the requirements and specifications, nor will same be accepted as a basis for any claim for extra compensation.

The Proposer is responsible to investigate and gather all relevant and pertinent information prior to submitting a proposal. By submitting a proposal, the Proposer affirms that they have performed all due diligence and are aware of all critical factors that may affect the provision of the services as described in the RFP. Such critical factors may include but are not limited to; location, space, utilities, scope of operations, and any other conditions, which may affect the Proposer operations. No allowance will be made for not being familiar with existing conditions to be encountered.

# 27. PRICING

Pricing shall be included on Proposal Price Sheet.

# 28. JOINT PURCHASING

The purchase of goods and services pursuant to the terms of this Contract shall also be offered for purchases to be made by other governmental units, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each governmental unit and the successful Proposer. The Proposer agrees that Lake County shall not be responsible in any way for purchase orders or payments made by the other governmental units. The Proposer further agrees that all terms and conditions

of this Contract shall continue in full force and effect as to the other governmental units during extended terms. The credit or liability of each governmental unit shall remain separate and distinct. Disputes between Proposers and governmental units shall be resolved between the immediate parties.

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

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

# 29. 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 bid preparation;
- (c) To ensure that the County's EOP is narrowly tailored in accordance with applicable law;
- (d) To establish a means for firms identifying themselves as L/W/MBEs to register for procurement opportunities and work cooperatively with contracted firms to report on measures that demonstrates the County's commitment to its EOP; and,
- (e) To help remove barriers to the participation of L/W/MBEs through notification of contract opportunities.

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

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

# 30. REPORTING REQUIREMENTS FOR AWARDED CONTRACTS

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

# 31. LAKE COUNTY OWNERSHIP OF INFORMATION

All information pertaining to records, data collected, property, financial or other information acquired under the scope of this contract shall be strictly confidential and the sole property of Lake County. The Proposer shall return all information to Lake County upon termination, and/or request and shall not utilize any of the information for purposes outside of the scope of this contract or without express approval of Lake County. Upon County request, the Proposer must provide all Lake County data in a documented, standard format.

# 32. JOINT VENTURES & SUCCESSFUL PROPOSER MERGERS, ACQUISITIONS, DIVESTITURES OR CHANGE IN STRATEGY

In the event a joint venture is proposed, each party to the joint venture must meet all applicable requirements of the RFP. The party submitting the response shall be considered the sole contact for issues relating to this RFP. In the event of a merger, acquisition, divestiture or change in strategy, the successful proposer will state its commitment to continue to provide services.

# 33. OUT OF POCKET EXPENSES

All out-of-pocket expenses paid by the Proposer during the project will be incurred solely at the Proposers expense.

# 34. INFORMATION SECURITY

In the process of performing services to Lake County the Proposer may come in contact with information deemed important and proprietary to Lake County. The Proposer agrees that any services performed for Lake County, whether on Lake County premises or not, will meet or exceed Lake County's information security policy and privacy standards. Lake County reserves the right to audit proposer's performance in meeting these standards.

# 35. KEY PERSONNEL

Proposer shall not replace any Key Personnel without the County's prior written consent, which shall not be unreasonably withheld. Should one of the Key Personnel be reassigned, become incapacitated, cease employment by Proposer, and/or be unable to perform the functions or responsibilities assigned to him or her, Proposer shall (i) within ten (10) business days, temporarily replace them with another properly qualified employee and (ii) within thirty (30) calendar days, permanently replace the contact. Lake County reserves the right with advance notice, and Proposer having the opportunity to remedy, to request the dismissal and removal of Proposer staff from the project for reasonable cause. Any decision to substitute or replace Proposers Subcontractor for the implementation of proposed solution, will need a prior written consent from the County. Provide a summary organizational chart. Identify the primary contact and describe the roles of each key person.

# 36. 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.

# 37. LABOR STATUTES, RECORDS AND RATES

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

- 1. "Labor Statutes, Records and Rates".
- 2. "Prevailing Wages for Construction Trades," as issued monthly by the Illinois Department of Labor.

# LABOR STATUTES, RECORDS AND RATES CONSTRUCTION CONTRACTS for LAKE COUNTY - STATE OF ILLINOIS

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 State of Illinois Prevailing Wage Act (820 ILCS/130/1)

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.

Effective September 1, 2020, the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (820 ILCS/130/1). All contractors and subcontractors completing work for Lake County pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal.

Any contractor or subcontractor subject to this Act and any officer, employee, or agent of such contractor or subcontractor whose duty as such officer, employee, or agent it is to file such certified payroll who willfully fails to file such a certified payroll on or before the date such certified payroll is required by this paragraph to be filed and any person who willfully files a false certified payroll that is false as to any material fact is in violation of this Act and guilty of a Class A misdemeanor. (820 ILCS 130/5(2)).

Effective September 1, 2020, to receive payment for work conducted for Lake County, contractors must provide the email certification received from their IDOL submittal with each of their pay requests.

A contractor or subcontractor convicted or found guilty under Section 5 or 6 of this Act shall be subject to an automatic and immediate debarment, thereafter prohibited from participating in any public works project for 4 years, with no right to a hearing (820 ILCS 130/11a).

- 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.
- 4.1.2 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.
- 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 Current Prevailing Wage Rates can be found at:

https://www2.illinois.gov/idol/Laws-Rules/CONMED/Documents/2020%20Rates/December%2001/Lake.pdf

# 1. INTENT

It is the intent of Lake County, Public Works hereafter referred to as "Owner", to enter into a contractual agreement for the planning, field investigation and evaluation of the two (2) 16-inch force mains, approximately a total of 7,000 LF in length that deliver sewage from the Vernon Hills West Pump Station to the New Century Town Water Reclamation Facility in Vernon Hills. The force main analysis should be performed via an in-line scanning technology that can detect gas pockets and other areas of concern such as localized corrosion, wall loss, force main alignment details, etc. The vendor should provide the equipment to perform the field analysis and staff with experience operating the equipment for similar projects. In addition to the internal analysis Owner desires to perform pipe scanning to identify potential areas of failure. The pipe scanning will be performed by exposing the force main and using a scanning device to locate areas of potential failure. Owner's desire is to perform the majority of the analysis while both force mains are still in service to minimize the amount of time a shutdown of either main needs to be out of service for.

# 2. LAKE COUNTY, ILLINOIS

Lake County is located in northeast Illinois, between the Chicago and Milwaukee metropolitan areas, and is home to about 702,000 residents. It is committed to open government and transparency with conservative fiscal policies which have allowed it to maintain fiscal stability and achieve a AAA bond rating from Standard & Poor's and Moody's. Lake County Public Works owns and operates sewer and water utilities throughout unincorporated Lake County and within certain villages. LCPW owns three Water Reclamation Facilities in the Northern, Central and Southern portions of Lake County as well as the sewer collection systems which deliver sewage to them. LCPW manages a capital improvement program to ensure that the infrastructure is properly maintained.

## 3. BACKGROUND

The Vernon Hills West Pump Station was constructed in 1972 to deliver sewage from the Diamond/Sylvan Lake relief sewer and the other interceptor sewers that serve the residences and businesses in the South-Central region of Lake County. A 16-inch CIP force main was constructed and flows approximately 3,500 feet east to the New Century Town WRF into the plant's headworks. In 1987 during a plant expansion a second 16-inch force main was constructed of Asbestos Concrete Pipe.

Since both force mains have been in continuous operation since their construction both are at an advanced age and need to be evaluated for potential areas of risk. Since the pump station handles a high volume of sewage, a break along either of these lines could lead to a large surcharge near residences or a school. The pump station was rehabilitated in 2004 to add new pumps, but the force main itself was not replaced.

# 4. ESTIMATED QUANTITY

The County does not guarantee any specific amount and shall not be held responsible for any deviation. All orders received by the Contractor during the term of the contract shall be filled in accordance with the terms and conditions set forth herein.

### 5. SCOPE OF WORK

Lake County is seeking a vendor to provide the internal force main scanning technology and pipe assessment to identify potential areas of concern. The services Lake County is seeking are as follows:

- A free-swimming internal evaluation technology that can identify gas pockets within the main. The technology should be able to be inserted and extracted from the main through access points in the force main".
- Prior to beginning the field work provide a Pipe Entry Point Plan with the proposal, which identifies the strategy
  and documentation for accessing the force main to accommodate entry and extraction of inspection instruments
  and force main repair/restoration.
- Please provide an estimate for the time it will take the internal scanner to move through the force main. How
  long will each line need to be out of service during this project?

- At points where potential gas pockets have formed or where the internal scan identifies potential problems the
  force main should be exposed and an external scan should be performed to identify areas where the pipe has
  thinned and risk of failure is high.
- The vendor must have field staff who can operate the equipment to be used for the internal analysis and pipe scanning.
- The inspection technology must be able to navigate bends, open valves and other pipeline features while the force main is still in operation. Field staff must be experienced and knowledgeable in operating the pipe scanning and inspection equipment.
- Inspection and assessment of air release valves.
- Vendor must provide for potholing and exposing force mains for external scanning at points of interest identified during the internal evaluation or as directed by the County.
- Producing a report that shall include the following assessment data as a minimum:
  - o Identified features of the existing force main, including:
    - Pipeline size
    - Pipeline length
    - Pipeline alignment
  - o Any gas pockets identified and the location within each main.
  - o A pipeline corrosion or wall loss thickness evaluation.
  - O A prioritized listing with a location map of the gas pockets, location of potential wall loss assessment locations and repair and/or rehabilitation locations based on the cumulative data.
  - The report shall be submitted to Lake County by September 30, 2021.

# 6. PROJECT TIMELINE

To ensure that that Lake County is able to implement the proposed solution, the proposers should provide their implementation timeline and schedule assuming the contract is executed on April 13, 2021. Identify the means and method of investigating the force main condition. Indicate the length of time the force mains would be out of service.

Action Item	Proposed Schedule*
Issue RFP	December 14, 2020
Deadline for submission of questions	December 30, 2020
RFP Opening	January 15, 2021
Shortlist Presentation (if necessary)	Week of February 21, 2021
Contract Negotiations	Week of March 1, 2021
County Board Approval & Contract Execution	April 13, 2021

<sup>\*</sup>This timeline may be subject to change.

# 7. PROJECT STATUS MEETINGS

Personnel from the proposer, Lake County, and other interested Lake County organizations will, as scheduled at a mutually agreed upon frequency, meet to discuss the scope of this project and the progress made by the Proposer in the performance of their obligations hereunder. When ad hoc meetings need to occur, Proposer and Lake County will make every effort to accommodate same.

# 8. PERFORMANCE LEVELS/CONTRACTOR EXPECTATIONS

In order to gain a robust understanding of the needs of the County, the Proposer shall converse or meet with select County staff as requested. The number and frequency of conversations/meetings shall be determined by Lake County.

# 9. ACCOUNT REPRESENTATIVE

The proposer shall assign an Account representative who has a minimum of 5 years, successful experience in providing these services. The account representative, and his or her qualifications, shall be identified in the submittal of the RFP documents. The Account representative shall be present for presentation of the proposal and must be assigned to Lake County throughout the contract period.

Establishment of a consistent, reliable, working relationship is a primary goal of this solicitation. The selected firm's primary point of contact shall be committed to Lake County and will remain constant throughout the term of this contract. Should the selected firm desire to designate another individual as the primary point of contact, this must be approved by Lake County, and may be grounds for termination of the contract if a mutually acceptable successor cannot be identified. The County may request replacement of the primary point of contact based upon its needs.

# 10. REPORTS

Proposer shall furnish a draft report to the Owner for review. After the draft report has been reviewed and comments are incorporated a final report will be submitted as required by Lake County.

# **DETAILED SUBMITTAL REQUIREMENTS**

Proposals should be prepared as simple as possible and provide a straightforward, concise description of the proposed products and services to satisfy the requirements of the RFP. Attention should be given to accuracy, completeness, relevance and clarity of content. The proposal should be organized into the following major sections:

Section 1.0 – Executive Summary

Section 2.0 - Company Background

Section 3.0 - Relevant Experience & References

Section 4.0 – Project Design and Management Team

Section 5.0 – Quality

Section 6.0 – Firm Differentiation

Section 7.0 – Scope of Services

Section 8.0 - Value Added Services

Section 9.0 – Exceptions to the RFP

Section 10.0 – Sustainability Statement

Section 11.0 - Vendor Disclosure Statement

Section 12.0 – Responsible Bidder Affidavit

A complete submission will include the major sections listed above as well as the Price Proposal.

# Section 1.0 - Executive Summary

The introductory material must include a title page with the RFP number, subject, name of the Proposer, address, telephone number, e-mail address, the date, a letter of transmittal and a table of contents. The executive summary should be limited to a brief narrative summarizing the proposal.

# Section 2.0 - Company Background

In this section provide information about the company so that the County can evaluate the Proposer's stability and ability to support the commitments set forth in the response to this RFP. Information in this section should contain the following information in addition to the General Information Sheet that is also included as an exhibit to this RFP:

- Company name and location of the corporate headquarters and of the nearest office to Lake County.
- The number of years the company has been in business and the number of years the company has been providing services to the public sector.
- Include information on the company's customer base, such as the number of public sector clients the company serves, the number of local government clients, and the number of public sector clients in the state.
- Identify if the company serves other industries.
- Include a brief summary of the company's organizational characteristics such as the number of employees, their backgrounds, whether the company is privately held, publicly traded, or if it is a subsidiary to a parent company.
- Describe any other business affiliations (e.g., subsidiaries, joint ventures, "soft dollar" arrangements with brokers).
- Identify the individuals who will be the account representative for Lake County, including office locations, telephone numbers and email addresses

# Section 3.0 – Relevant Experience & References

- Provide specifications and technical information sheets on the technology that will be used for the analysis and pipe scanning. Clearly identify the required conditions for the technology to be utilized.
- Provide a general plan for entry and retrieval of the scanning technology into the force main. The plan should provide the general methods and equipment used in the course of the internal force main scanning for a typical project.
- Provide evidence the inspection technology presented has been utilized to evaluate a minimum of 200 miles of pipeline.
- Identify the necessary support to complete the analysis, including how access will be taken and whether an underground contractor will be a subcontractor.

- Provide a contract profile sheet for up to five similar contractual agreements per the scope of services and value add requests previously described. Emphasis should be placed on agreements still in effect or recently completed with government agencies.
- Provide contact information for the reference's projects for Lake County inquiry and discussion.

# Section 4.0 – Project Design and Management Team

- List specific personnel (including sub consultants and sub-contractors) 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 the contract. Provide a resume for each proposed team member, specifically stating tenure or experience with your firm, experience and qualifications of each individual. All experience submitted for a team member while in the employment of a different firm shall include their title and role as well as the firm name that held the contract for all work submitted for Relevant Experience.
- Who on your team will provide consistent day-to-day management for the contract?
- What are your expectations for performance of this individual with regard to management of your team?
- In the event that this contact 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.

# Section 5.0 – Quality

- List the steps and describe the quality control processes we can expect from the proposer during each phase of the
  planning, procurement, installation and implementation processes to assure careful coordination of all disciplines
  and a high quality of final installed product.
- Why is careful coordination and quality of documentation important to the firm? Does the firm take a leadership role in the review, approval and coordination of consultants' work?
- Provide a brief description of the firm's experience utilizing force main scanning technologies and the approach to performing an evaluation and presenting the findings to the client.

# Section 6.0 - 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 planning approach to this project, which demonstrates your understanding of specific, critical issues and challenges pertaining to the planning and implementation 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, , industry trends, and best practices.

# Section 7.0 - Scope of Services

This section of the proposal should include a general discussion of the Proposer's overall understanding of the project and the scope of work. For each task that is identified in the Scope of Work outlined above under General Information please identify your firm's approach and response to address the desired service outlined.

# Section 8.0 - Value Added Services

Lake County considers Value Added Services to be additional services, certain specific business procedures, quality features, methods or additional business activities offered by the Proposer that when utilized directly or indirectly serve to increase the total value of the services proposed. Lake County invites Proposers to include Value Added Services by attaching additional pages to the sheet titled "VALUE-ADDED SERVICES". Proposers Value-Added Services must include specific information on your Value-Added Service and present any potential costs.

# Section 9.0 – Exceptions to the RFP

All requested information to this RFP must be supplied as this document and subsequent proposals submitted help form the basis for a contract with the selected proposer. Proposers may take exception to certain requirements in this RFP. All

exceptions shall be clearly identified in this section and written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the County and the descriptions of the advantages or disadvantages to the County as a result of the exception. The County, at its sole discretion, may reject any exceptions or specifications within the proposal.

# Section 10.0 - Sustainability Statement

Lake County is committed to green and sustainable practices and good environmental stewardship. Consequently, Proposers are asked to provide a Statement of Sustainability to demonstrate that they are also incorporating sustainability into their firms' practices. A Sustainability Statement form is included as part of the RFP. Proposers are asked to provide a clear description of your firm's sustainable practices, policies, or procedures in the following areas: waste minimization, energy efficiency, water efficiency, staff and education.

# **Section 11.0 - Vendor Disclosure Statement**

This disclosure statement is being filed in accordance with the Lake County Ethics Ordinance and Lake County Purchasing Ordinance. Effective January 2019 the Lake County Board implemented a Vendor Disclosure Statement Policy, which require vendors to 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.

EVALUATION CRITERIA December 2020

Lake County will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this procurement effort. All proposals will be evaluated by how well the proposal satisfies the described/stated needs, rather than how exactly the proposal matches the strictest interpretation of the terminology and design concepts stated herein. Newly emerging technologies, additional features, and the ability of the proposed solutions to adapt will be a consideration.

# **Evaluation Organization**

- A. An Evaluation Committee will be established to score and evaluate the submitted proposals.
- B. The Evaluation Committee may include members from Lake County's departments who have experience with the associated services. The Committee will be responsible for the proposal evaluation (including corporate reference checks).

# **Evaluation of the Proposals**

Lake County will evaluate the Proposers response and the extent to which it meets the requirements delineated in this RFP. All proposals submitted in response to this RFP will be scored based on the evaluation factors identified.

### **Evaluation Factors**

- A. **Relevant Experience:** Proven experience in the successful implementation of similar projects.
- B. **Project Team:** Qualifications of proposed project team members, including depth of talent and staffing experienced in the execution of similar contracts.
- C. Quality Design: Design control and the ability to understand and translate the client's design goals.
- D. **Time Commitment:** Quality and time availability of key project team members.
- E. Meets or Exceeds scope of work: Service inclusions, customer interface, and project management.
- F. **Firm Differentiation:** Distinct attributes that make the firm uniquely capable to provide the services required and value-added services.

# **Short List**

The evaluation factors will be used to assist the evaluation committee in determining a short list. Proposers 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 and interview the Proposers. If applicable, the County shall contact Proposers to arrange an interview. Information provided as part of the interview may be used by Evaluation Committee to re-evaluate and re-rank Proposers

# **Additional Investigations**

The County reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

# **Best and Final Offer**

The County reserves the right to request a Best and Final Offer (BAFO) if additional information or modified terms are necessary for the Evaluation Committee to complete its evaluation and ranking. A BAFO will not be used solely to reduce pricing. If a BAFO is requested, all short-listed proposers, or if the short list process is not used, all qualified Proposers will be provided an opportunity to submit a modified Response. Only one BAFO request will be issued by the County. The information received from the BAFO will be used by the Evaluation Committee to re-evaluate and re-rank the Proposers.

# Vernon Hills West Pump Station Force Main Analysis for Lake County, IL

PRICE PROPOSAL SHEET December 2020

The proposer will consider all costs (labor, material, overhead, administration, profit, travel, etc.) associated with providing the services listed in this RFP. (Please attach additional sheets if necessary). All additional services beyond the initial scope of the project, identified by the Proposer as beneficial to the County, shall be delineated separately for the County to consider.

No.	Description	Unit	Quantity	Unit Cost	Total
1	Mobilization	LS	1	\$	\$
2	Internal Force Main Inspection	LS	1	\$	\$
3	Air Release Valve Inspection	EA	8	\$	\$
4	Maintenance of Traffic	LS	1	\$	\$
5	External Pipeline Inspection and Restoration				
	Lawn and Parkway Areas	EA	200	\$	\$
	Paved Areas	EA	100	\$	\$
6	Access Pits to Existing 16" Force Main	EA	4	\$	\$
7	Report of Analysis, Findings and Recommended	LS	1	\$	\$
	Actions				
	Total Items 1 - 7				\$

Total Items 1 -7 (In words)	
	Dollars



# Addendum Acknowledgement RFP #21001

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:	RFP #21001
Company Name:	
Authorized Representative:	Signature Print
Date:	

It is the vendor's responsibility to check for addendums, posted on the website at <a href="http://lakecountypurchasingportal.com">http://lakecountypurchasingportal.com</a> 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, vendors are required to acknowledge receipt of addendum via email to <a href="mailto:purchasing@lakecountyil.gov">purchasing@lakecountyil.gov</a> 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.

December 2020

Lake County considers Value Added Services to be additional services, certain specific business procedures, quality features, methods or additional business activities offered by the Proposer that when utilized directly or indirectly serve to increase the total value of the services proposed. Lake County invites Proposers to include Value Added Services by attaching additional pages to the sheet titled "VALUE-ADDED SERVICES". Proposers Value-Added Services must include specific information on your Value-Added Service and present any potential costs.

# **Price Schedule for Value Added Services**

Item	Additional Service	Description of Optional Service	Price and/or Cost Basis for Service
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

Title

AUTHO	PRIZED NEGOTIATORS:				
Name:		Phone #		Email Address:	
Name:		Phone #		Email Address:	
BUSINE	ESS ORGANIZATION: (check or	ne only)			
	Sole Proprietor: An individual wh	ose signature i	s affixed to this p	roposal.	
	Partnership: State full names, title	es, and address	es of all responsib	le principals and/or partners on attached s	heet
	Corporation: State of incorporati	on:			
	Non-profit Corporation				
	501c3 U.S. Internal Revenue Co	de			
	t of a violation of either Section 33	• •		not barred from responding on this contra aal Code of 1961, as amended.	act as
	ss Name	_			
Signatu		_	Print or Type Nar		

Date

# Vernon Hills West Pump Station Force Main Analysis for Lake County, IL

REFERENCES December 2020

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

Agency Name:	
Address	
City, State, Zip Code	
Telephone Number	
E-Mail	
Contact Person	
Dates of Service	
# of Employees	 
" or Employees	 
Agency Name:	 
Address	
City, State, Zip Code	 
Telephone Number	
E-Mail	
Contact Person	
Dates of Service	
# of Employees	
. ,	
Agency Name:	 
Address	 
City, State, Zip Code	 
Telephone Number	 
E-Mail	 
Contact Person	
Dates of Service	
# of Employees	
Agency Name:	 
Address	 
City, State, Zip Code	 
Telephone Number	 
E-Mail	 
Contact Person	 
Dates of Service	 
# of Employees	

# Vernon Hills West Pump Station Force Main Analysis for Lake County, IL SUSTAINABILITY STATEMENT

December 2020

The County of Lake 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:

<u>Waste Minimization</u> 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.

<u>Energy Efficiency</u> 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).

<u>Water Efficiency</u> 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.

<u>Staff</u> 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."

<u>Education</u> 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** 

# **SUSTAINABILITY STATEMENT**

# 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:	RFP #21001		

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, in-laws (including parent, grandparent, sibling, or child), relatives and non-relatives living in the same residence, and offspring born to any aforementioned person.
- All political campaign contributions made by the vendor or an owner, principal, executive, officer, account manager, or other similar managerial position of the vendor to any county board member, county board chair, or countywide elected official within the last five years.

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

## **FAMILIAL RELATIONSHIPS**

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

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

# **CAMPAIGN CONTRIBUTIONS**

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

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

Continuing disclosure is required if information changes. This Vendor Disclosure Statement form is available at www.lakecountyil.gov.

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:	Tit	e:
Printed Name:	Da	te:

Vendors must insert "x" in the following box indicating exception and provide a brief narrative for exception.	



Printed Name:

# COUNTY OF LAKE RESPONSIBLE BIDDER AFFIDAVIT

Vendor Name:	Federal Employer
	Tax Identification #:
Address:	
Contact Person:	Contact Phone #:
Chapter 21, Title 42 of the R Executive Order 11375, and h Code of Ordinances, be amen  That bidder has Certificates o  That bidder hereby certifies t 130/0.01 et seq., as amended specified in Illinois Public Act et seq.  That the bidder hereby certifies  bidder has n 130/0.01 et s  in the event hereto	ot received any notices of violations of the Illinois Prevailing Wage Act (820 ILCS
	any such notice is attached hereto
for each such	notice received by bidder, the matter has been resolved as follows:
<ul> <li>Disclosure of the name a and/or intends to hire on</li> <li>The bidder and all bidder approved and registered of work contemplated un</li> <li>Vendors must insert "x" in the follow</li> </ul>	three (3) projects as detailed on the invitation for bid reference form.  and address of each subcontractor from whom the contractor has accepted a bid any part of the project prior to the subcontractor commencing work on the project. 's sub-contractors must participate in active apprenticeship and training programs with the U.S. Department of Labor's Office of Apprenticeship for each of the trades der the awarded contract.  ving box indicating exception and provide a brief narrative for exception.
Authorized Signature:	Title:

Date:



# VENDOR CERTIFICATION FORM

Number of Employees: Dunn & Bradstreet #:  ify all of the following that apply to the ownership of this firm. This oses only and not vendor selection. Please include a copy of the second page of Vendor Certification Form).  Minority – Business Enterprise (MBE)  Women Business Enterprise (WBE)
Employees: Dunn & Bradstreet #:  ify all of the following that apply to the ownership of this firm. This oses only and not vendor selection. Please include a copy of the second page of Vendor Certification Form).  Minority – Business Enterprise (MBE)
Employees: Dunn & Bradstreet #:  ify all of the following that apply to the ownership of this firm. This oses only and not vendor selection. Please include a copy of the second page of Vendor Certification Form).  Minority – Business Enterprise (MBE)
Employees: Dunn & Bradstreet #:  ify all of the following that apply to the ownership of this firm. This oses only and not vendor selection. Please include a copy of the second page of Vendor Certification Form).  Minority – Business Enterprise (MBE)
Employees: Dunn & Bradstreet #:  ify all of the following that apply to the ownership of this firm. This oses only and not vendor selection. Please include a copy of the second page of Vendor Certification Form).  Minority – Business Enterprise (MBE)
Employees: Dunn & Bradstreet #:  ify all of the following that apply to the ownership of this firm. This oses only and not vendor selection. Please include a copy of the second page of Vendor Certification Form).  Minority – Business Enterprise (MBE)
Employees: Dunn & Bradstreet #:  ify all of the following that apply to the ownership of this firm. This oses only and not vendor selection. Please include a copy of the second page of Vendor Certification Form).  Minority – Business Enterprise (MBE)
Employees: Dunn & Bradstreet #:  ify all of the following that apply to the ownership of this firm. This oses only and not vendor selection. Please include a copy of the second page of Vendor Certification Form).  Minority – Business Enterprise (MBE)
Employees: Dunn & Bradstreet #:  ify all of the following that apply to the ownership of this firm. This oses only and not vendor selection. Please include a copy of the second page of Vendor Certification Form).  Minority – Business Enterprise (MBE)
Dunn & Bradstreet #:  ify all of the following that apply to the ownership of this firm. This oses only and not vendor selection. Please include a copy of the second page of Vendor Certification Form).  a Minority – Business Enterprise (MBE)
ify all of the following that apply to the ownership of this firm. This oses only and not vendor selection. Please include a copy of the second page of Vendor Certification Form).  a Minority – Business Enterprise (MBE)
oses only and not vendor selection. Please include a copy of the second page of Vendor Certification Form).  Minority – Business Enterprise (MBE)
Women Business Enternrise (WRF)
women basiness titler prise (WBL)
Veteran-Owned (VBE) Business Enterprise
Persons with Disabilities Owned Business Enterprise (PDBE)
Service-Disabled Veteran-Owned (SDVBE) Business Enterprise
Business Enterprise Program (BEP)
Small Disadvantaged Businesses (SDB)
Veteran-Owned Small Business (VOSB)
)



# **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.

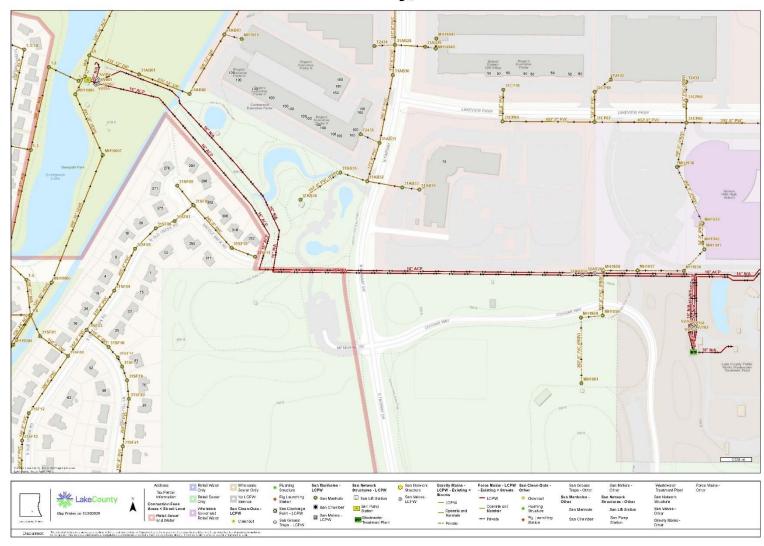
#### Local business

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.

# **EXHIBIT A**

# Map of Vernon Hills West Pump Station Force Mains

# Lake County, Illinois



**EXHIBIT B**Vernon Hills West Pump Station Aerial Photo



# **EXHIBIT C**

Vernon Hills West Pump Station Record Drawings - 1972

# LAKE COUNTY, ILLINOIS PUBLIC WORKS DEPARTMENT

1972

# WATER POLLUTION CONTROL FACILITIES

# WASTEWATER TREATMENT PLANT VERNON HILLS NCT PLANT

CONSOER, TOWNSEND & ASSOCIATES
CONSULTING ENGINEERS

360 EAST GRAND AVENUE
CHICAGO, ILLINOIS 60611

VOLUME II OF CONTRACT DOCUMENTS

SHEET 1 OF 85 SHEETS

# **EXHIBIT D**

Vernon Hills West Pump Station Record Drawings - 2004

