



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

Lake County will be accepting **only** electronic bid submissions for Invitation for Bid #21090 – Winchester House Demolition & Site Restoration.

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

1. Go to www.lakecountypurchasingportal.com
2. Click on the Bid Number: 21090
3. Click on register for this bid
4. Enter your username and password
5. Under the Submittals section you will be able to upload your bid submittal
 - a. Click on the browse button
 - b. Navigate your computer and select the appropriate file
 - i. Multiple files can be uploaded, each file can be no more than 20 MB
 - ii. Files can also be uploaded as a .zip file
 - c. Click on save submittals
 - d. Close the browser

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

1. Go to www.lakecountypurchasingportal.com
2. Click on the "Under Review" tab
3. Click on the Bid Number: 21090
4. Click on the "Events" tab
5. Join the Zoom Meeting by clicking on the meeting link
 - a. Please plan on joining the meeting at least 5 minutes early and mute your microphone.

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

Bid Number: 21090	Vendor Name: _____
Buyer: Yvette Albarran	
Bid Description: Winchester House Demolition & Site Restoration.	Deliver to: Lake County ATTN: PURCHASING DIVISION 18 N. County Street – 9 th Floor Waukegan, IL 60085
*Bid Due Date: June 22, 2021 at 11:00 a.m. local time	

***Please note: Responses are due at 11:00 a.m. local time on June 22, 2021. Please allow sufficient time for any technical issues you may have and upload your bid early. Please email Purchasing at purchasing@lakecountyil.gov to receive confirmation that we have successfully received your submissions.**

**SUBMISSION INFORMATION****INVITATION TO BID**

Lake County

Attn: Purchasing Division

18 N. County St. 9th Floor

Waukegan, IL 60085

(847) 377-2929

INVITATION#: 21090**BID OPENING DATE: June 22, 2021****TIME: 11:00 a.m. Local Time****LOCATION: Lake County Purchasing Division****Submit one (1) electronic copy via the Purchasing Portal****Access Bid Results**<http://www.lakecountypurchasingportal.com>**INVITATION TO BID BIDDER INFORMATION****Company Name:** _____**Address:** _____**City, State, Zip Code:** _____**ISSUANCE DATE: June 2, 2021****BUYER: Yvette Albarran****Winchester House Demolition and Site Restoration**

Contractor shall include all supervision, management, and oversight to successfully deliver the project within the parameters identified. Permit fees (excluding contractor licensure and registration as may be required by Authority Having Jurisdiction) shall be paid for by owner and shall be excluded from this bid.

Bid Item	Item Description	Bid Price
1.	Environmental remediation of Winchester House: building, site, and satellite structures. All temporary utilities and facilities required to execute this scope of work shall be included in this line item.	\$ _____ Lump Sum
2.	Demolition of Winchester House & Satellite Structures. All temporary utilities and facilities required to execute this scope of work shall be included in this line item.	\$ _____ Lump Sum
3.	Site Improvements and Restoration: site security and monitoring, removal of hard surfaces and parking lots, utility capping and demolition, grading, seeding, and plantings. The Bidder shall include a Dedicated Erosion Control Inspector per Lake County Watershed Development Ordinance Requirements as part of their base bid. All Stormwater Pollution Prevention Plan (SWPPP) upkeep in compliance with National Pollution Discharge Elimination Standards (NPDES) permitting requirements shall also be included as part of site improvement bid costs (see "Phasing and Logistics"). All temporary utilities and facilities required to execute this scope of work shall be included in this line item.	\$ _____ Lump Sum
4.	OWNER ALLOWANCE - An allowance of two hundred fifty thousand dollars and zero cents (\$250,000.00) shall be included as part of this submission by the BIDDER for future purposes only as designated by the Owner. Allowances to be included and held as "Owner Directed Allowances"	\$250,000 Lump Sum
5.	DEDUCT: for Identified Salvage Value: Contractor bid offset for identified salvage items (example: kitchen equipment; misc. piping material, conductors, and metals; mechanical equipment: chillers, boilers, and generators). NOTE: Images contained in drawing set are illustrative only, all components are as-is, where-is. Lake County will NOT subdivide this from the contracted bid solicitation Item #2. This credit is being identified for internal tracking of publicly funded goods and materials.	<\$ _____> Lump Sum
	Total Base Bid Amount Total Base Bid Amount: (Base Bid Items:1+2+3+4-5) : 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. The Total Base Bid Amount does not include alternates. Acceptance of alternates will result in an adjustment to the total base price bid by the amount listed in the alternate only	\$ _____

REQUESTED BASE BID PRICE ALTERNATES, UNIT PRICES, AND ALLOWANCES**(Acceptance of any alternates/credits may result in modification of Total Base Bid Price)****ALTERNATES/CREDITS AS DEFINED IN SPEC SECTION 012300**

Alternates	Description	Proposed \$
1.	DEDUCT: Demo all structures and satellite structures to 2' below the finished grade elevations in lieu of complete removal per plans. All other aspects of the plan will remain as designed.	\$
2.	DEDUCT: Required tree plantings per landscape plan sheet L-300	\$
3.	DEDUCT: Dedicated Erosion Control Inspector and all associated monitoring and reporting responsibilities (for the duration of the entire project.)	\$

UNIT PRICES

	Description	Unit Price	\$/Unit
4.	Provide a per cubic yard Haul Off price for materials to a restricted waste landfill. <u>(Note: the base bid requires the use of a waste restricted landfill for elements of this demolition, this is for other unanticipated haul off. Unit pricing must be comparable to market rates. Extraneous rates will not be accepted and may be grounds for rejection of bid.)</u>	Cubic Yard (CY)	\$
5.	Provide a lump sum unit price for abatement of mechanical room boilers if jacketing materials/insulation materials are determined to contain asbestos.	Lump Sum	\$

Bid Documents included with the Invitation for Bid for the subject project (via electronic PDF):

- 1) Winchester House Nursing Home Demolition for Redevelopment Drawings dated May 27, 2021
- 2) Winchester House Nursing Home Demolition for Redevelopment Specifications dated May 27, 2021
- 3) Winchester House Environmental Phase 1 Environmental Site Assessment dated October 16, 2020
- 4) Winchester House "Hazardous Material Report" by CCA
- 5) "Phasing, Logistics, & Permitting" as well as "Submission Requirements (section 2.0)" shall be considered part of these bid documents. Contractor shall take note of permit compliance items with potential cost implications.

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: _____

Company Name: _____

Date: _____

Title: _____
Email Address: _____

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, strikeouts 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 arisen 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.

1.0 Bid Submission:

Sealed Bids will be accepted until June 22, 2021, 11:00 a.m., via the Lake County Purchasing Portal.

2.0 Submission Requirements as part of this bid submittal:

- b. The bidder must complete, sign, and submit the "Invitation to Bid" form and subsequent price sheets. Please include a worksheet by trade with scheduled values that total the Base Bid Price.
- c. The bidder must complete "Exhibit A - Breakdown of Bid Elements"
- d. The bidder must complete "Exhibit B – Conceptual Schedule"
- e. The bidder must complete "Exhibit C – Assignment of Permit Responsibilities"
- f. The Bidder must complete, sign and submit the General Information form.
- g. The Bidder must complete, sign and submit the Bidder Qualification Form
- h. The Bidder must complete and submit the Firm References form.
- i. The Bidder must provide the Addendum Acknowledgement form.
- j. The Bidder must provide the Sustainability Statement.
- k. The Bidder must complete, sign and submit the Vendor Disclosure Statement.
- l. The Bidder must complete, sign and submit the Responsible Bidder Affidavit.
- m. The Bidder must complete, sign and submit the Vendor Certification Form.
- n. The Bidder must provide bid security in accordance with these specifications.
- o. The Bidder may include a value engineering proposal that may reflect a cost savings for the project for consideration.

3.0 Submission Requirements after bid opening from the apparent low bidder:

- a. The bidder must complete "Exhibit D- Dumpster Services Agreement"
- b. The bidder must complete "Exhibit E- Sidewalk Cleaning Agreement"
- c. The bidder must complete "Exhibit F- Libertyville Construction Site Op's Agreement"
- d. The bidder must complete "Exhibit G – Pre-Con with the County and Village"
- e. The bidder must complete "Exhibit H – IDOT Highway Permit" (and provide Bond)

4.0 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.

5.0 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.

6.0 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 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 120 days after notice to proceed by Lake County /issuance of Libertyville Demolition Permit.

7.0 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 120 DAYS EXCLUDING SUNDAYS AFTER ISSUANCE OF NOTICE TO PROCEED. Note: this contract has a stipulated substantial completion deadline of 120 DAYS EXCLUDING SUNDAYS AFTER ISSUANCE OF NOTICE TO PROCEED. Should the contractor fail to achieve this milestone liquidated damages may be imposed by the County. Please reference section 21.0 "Damages".

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".

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 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.

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

Date	Time (CST)	Event	Additional Information
June 8, 2021	12:00 - 4:00 P.M.	Site Walk Through Attendance of the Pre-Bid Walk through is not mandatory, but highly recommended.	Site walk throughs are being offered ON A SCHEDULED BASIS in half hour intervals. Time slots are to be scheduled with Yvette Albarran via email at yalbarran@lakecountyil.gov . Due to site constraints, the number of representatives from each agency may be capped. If you have not signed up for a timeslot you will not be permitted to walk through the site. <u>Contractors should bring flashlights and hard hats for the site walk through.</u>
June 10, 2021	2:00 P.M.	Pre-Bid / Project Review Meeting	A pre-bid conference will be held via Zoom, see the Lake County Purchasing Portal for login information.
June 15, 2021	5:00 P.M.	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
June 22, 2021	11:00 A.M.	Bid Opening	Via the Lake County Purchasing Portal
August 10, 2021	9:00 A.M.	Contract Award (anticipated)	Lake County Board Meeting
August 10, 2021	5:00 P.M.	Notice to Proceed (anticipated)	Email
December 28, 2021	5:00 P.M.	Substantial Completion 120 DAYS EXCLUDING SUNDAYS AFTER ISSUANCE OF NOTICE TO PROCEED	Lake County, Facilities and Construction 18 N. County Street, 9 th Floor Waukegan, Illinois 60085-4350
May 31, 2022	5:00 P.M.	Completion of Spring Plantings (only)	

END OF INSTRUCTIONS TO BIDDERS

It is the intent of Lake County to procure the complete demolition and restoration of the Winchester House Site via a single qualified general contractor. Work shall be completed in a neat and orderly manner in compliance with the contract documents; local, state and federal regulations; and industry best practices.

This bid solicitation contains self-performance requirements and liquidated damages. BIDDER MUST self-perform a minimum of 25% of the total project workload work (as determined by total dollar value) via their own labor forces. In the event that the County does not accept all bid elements as part of this solicitation, the requirement will carry through to the contracted work elements. Bidder must achieve substantial completion of this project no later than 120 DAYS EXCLUDING SUNDAYS AFTER ISSUANCE OF NOTICE TO PROCEED. In the event this milestone is not achieved, damages will accrue as defined in Section 21.0 "Damages". IDOT and LCDOT right of way permitted work shall be excluded from liquidated damages but shall be subject to holdbacks on the Bidder's contract in an amount equal to 2 times the cost of such work until such time as performance is rendered. Landscape plantings which are required to be installed in the spring are also excluded from liquidated damages provision, provided they are completed no later than May 31, 2022, after which damages will accrue.

PROJECT DESCRIPTION:

Winchester House is a County-owned nursing home located on the northwest corner of Milwaukee Ave. and Winchester Road in Lake County's, Libertyville Campus. The site includes a 185,000 Square Foot primary structure and two smaller satellite structures. The buildings were constructed in phases between 1942 and 1970 and have remained in various levels of use until the facility was vacated in the summer of 2020. Lake County is seeking a general contractor to provide demolition services and prepare the site for redevelopment. The scope of work will include: removal of all hazardous materials, demolition of the facility and foundations, disconnection, removal, and rework of the site utility feeds, and finish grading and site stabilization. Removal of the structures and all items internal to them shall be considered part of the whole and complete scope of this project. Some elements of the project extend beyond the site boundaries as identified within the plan set. Bidders shall note that Winchester House lies within the Village of Libertyville (Village) and that the Village is the primary (but not exclusive) permitting authority for work associated with this project.

PHASING, LOGISTICS, & PERMITTING:

Work shall be implemented in a logical and maintainable manner in compliance with all bid documents, applicable regulations, and permit requirements. Contractor shall keep the project site orderly and accessible to owner, engineers, and authorities having jurisdiction. Utility services to the buildings has been severed, and **the BIDDER is required to provide temporary utilities, site security, and site access in order to execute the full scope of these bid documents.**

Bidder should note that the Winchester House site is part of the Lake County Government Complex. The loop road to the west of the site is actively traveled by County Government personnel including: Sheriff's Department, Department of Transportation, and County Permitting Agencies. Access to, and cleanliness of, the roadways is of primary importance and must be maintained throughout the demolition activity. Utility disconnects affecting other Lake County Facilities and private property owners must be planned in advance with Lake County/Village of Libertyville. The Bidder is specifically advised to take note of the hatched area on the north portion of plan sheet UD1.0. A fiberoptic line interconnecting the County's 911 Facility to the Department of Transportation and Public Works lies in this zone. **THE CONTRACTOR MUST NOT DAMAGE THIS FIBER LINE DURING ACTIVITY ON SITE. THE CONTRACTOR WILL BE HELD LIABLE FOR DAMAGE TO THIS LINE DURING THE COURSE OF CONSTRUCTION.** A replacement line is currently in design and is anticipated to be installed and activated during the execution of this contract. The Owner will work with awarded contractor to coordinate when this area is no longer a hazardous work zone and can be final graded.

Additionally, as part of Lake County's MS4 permit that the contractor will have access to (see "Exhibit F – Assignment of Permit Responsibilities"), the Contractor shall provide a Dedicated Erosion Control Inspector throughout the duration of NPDES permit associated with this site. Inspections shall commence upon site mobilization and shall cease no earlier than a Notice of Termination (NOT) is filed with the Illinois Environmental Protection Agency (this requires 85% vegetative growth). Compliance with this shall at a minimum include weekly site inspections but are also precipitation level dependent. Site inspection reports will need to be provided to Lake County and AHJ's. Contractor MUST include costs for maintenance and upkeep of approved SWPP plan as part of this bid.

The Bidder should note that permitting agencies associated with this project include: The Village of Libertyville, Illinois Department of Transportation, Lake County Department of Transportation, and United States EPA. The Awarded Bidder the Bidder shall comply with all permit responsibilities required of these agencies' approval, with the exclusion of permit fees which will be paid by the County. Registration and licensures required to conduct business at the job site shall be a cost born by the Bidder and their subcontractors. Bonding associated with roadway improvements shall be provided by the Bidder. Please see attached "Exhibit H".

1.0 Project Administration:

a. County's Representative

Jonathan Joy, Project Manager
Lake County Facility and Construction Services
18 N. County St. 9th floor
Waukegan, IL 60085-4350
Phone: 847-377-2457
E-Mail: jjoy@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)

Bruce Webber, VP of Architecture
Globetrotters Engineering Corporation
300 South Wacker Drive
Chicago, IL 60606
Phone: 312 922-6400
E-Mail: bruce.weber@gec-group.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:

Bids shall be evaluated based on the requirements set forth in the invitation for bids:

- | | |
|--|--------------------|
| *Price | * Testing |
| * Quality | * Workmanship |
| * Experience | * Past performance |
| * Financial stability | * Delivery |
| * Suitability for a particular purpose | * Inspection |

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 completed within the last 5 years. 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"

"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 Monitoring of Site and Notice of Findings:

Should the contractor during the course of their activities unearth items likely to be of cultural, archeological, or historical significance, the contractor shall stop work immediately and alert the designer/owner as to their findings. The Contractor shall await further direction from designer/owner prior to continuing.

18.0 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.

19.0 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.

20.0 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.

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

22.0 Liquidated Damages for Delays Past the Substantial Completion Date:

NOTE: THIS CONTRACT HAS A STIPULATED SUBSTANTIAL COMPLETION DEADLINE OF 120 DAYS, EXCLUDING SUNDAYS AFTER ISSUANCE OF NOTICE TO PROCEED (projected substantial completion date: December 28, 2021). SHOULD THE CONTRACTOR FAIL TO ACHIEVE THIS MILESTONE, LIQUIDATED DAMAGES MAY BE IMPOSED BY THE COUNTY. Contractor must adhere to the Project Schedule (as it may be revised by mutually agreed change orders). If Contractor fails to meet substantial completion in accordance with the project schedule, and such failure is caused by the Contractor's or its subcontractors' acts or omissions and not by the County's, then Contractor shall pay the County, as its sole and exclusive remedy for delay damages, liquidated damages in the amount of \$1,000 per day for each day past the substantial completion date, as more fully described below.

Contractor and County agree that actual damages would be uncertain in amount and difficult to ascertain as of the date of this bid, and that the liquidated damages amount is a reasonable approximation of the amount of damages County would suffer caused by the Contractor's breach in failing to achieve substantial completion, as scheduled. These damages are intended to compensate the 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 the County to use the property during delay, and other miscellaneous obligations and expenditures that the County might incur as a result of such delay. In determining the liquidated 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 the County to assert a claim for liquidated damages, the County must first provide written notice to the Contractor. Contractor shall be entitled to a 14-day grace period before the County is entitled to any liquidated damages. The liquidated damages provision is for the County's sole benefit.

If the project schedule is being delayed such that Contractor will, or is likely to, owe liquidated damages to County, both Contractor and County shall take such actions as may be reasonable to mitigate the amount of liquidated damages that the Contractor will owe to the County. These actions will be discussed during the project progress meetings. The Contractor and County do not intend for liquidated damages to serve as a penalty to punish nonperformance or as a threat used to secure performance.

23.0 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.

24.0 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.

25.0 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.

26.0 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.

27.0 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.

28.0 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.

29.0 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.

30.0 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.

31.0 Delays and Extensions of Time:

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

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

32.0 Purchase Order, Invoice and Payments:

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

33.0 Taxes:

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

33.02 Federal excise tax does not apply to materials or services purchased by OWNER. Should the federal excise tax be applicable

to this transaction, OWNER will furnish a federal exemption certificate. The Bid prices quoted herein by Bidder shall include all other direct or indirect federal, state, and local taxes which apply.

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

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

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

34.0 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.

35.0 Applications for Payment:

Applications for Payment shall be submitted to Jonathan Joy, Project Manager and the Technical Authority, Sandra Martinez, Globetrotters Engineering Corporation.

36.0 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.

37.0 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.

38.0 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.

39.0 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.

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 10 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

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

Asbestos Abatement Liability Coverage

The asbestos abatement contractor shall include occurrence based asbestos abatement liability insurance in the amount of:

\$1,000,000 per occurrence.

Excess/ Umbrella Liability

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.

Provide a current insurance certificate for the Contractor listed on the application for Engineering Permit, which shows the Village of Libertyville as certificate holder and includes an additional insured endorsement (such as CG 20 12) naming the following additional insured:

"The Village of Libertyville and its boards, commissions, committees, authorities, employees, agencies, officers, voluntary associations, and other units operating under the jurisdiction and within the appointment of its budget." Once the contractor is selected, a current insurance certificate will be provided to the Village.

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

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

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

Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes

to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.

4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each 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 The Illinois Department of Labor provided notice that due to the high unemployment rate caused by the ongoing COVID-19 pandemic, the Employment of Illinois Workers on Public Works Act will take effect beginning July 1, 2020. The state law requires the workforce on all public works projects to be comprised of a minimum of 90% Illinois residents. Please review the statute at the following link at <http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=549&ChapterID=7> and acknowledge, in writing that your respective organization will comply with the requirements set forth. The requirements set forth in this Act will be in full effect until notified, in writing, by Lake County.

Winchester House Demolition and Site Restoration

GENERAL INFORMATION SHEET

June 2021

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

Winchester House Demolition and Site Restoration**BIDDER QUALIFICATION FORM****June 2021**

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.

CONTRACTOR QUALIFICATIONS
BIDDER shall comply with the following requirements:

NOTE: Bidder shall write the word **“Meets”** to indicate that the Bidder meets or exceeds the Qualifications specified herein; or write the specified variations to the specifications in the spaces provided. Exceptions to the specifications must be clearly indicated below and may cause your bid to be disqualified. Complete below and return with bid. (Use additional paper as required and reference all attachments.)

Spec. No.	Qualification	Bidder Proposes to Furnish
1.	Minimum 5 years in business	
2.	Will contract for hazardous material removal a licensed abatement contractor capable of meeting all requirements identified within this solicitation and supporting design documents.	
3.	Relevant Construction experience: Minimum of 3 similar projects completed in the last 5 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.	
4.	Shall be on the State of Illinois Department of Public Health List of Approved Asbestos Abatement.	
5.	All abatement technicians working on this project shall be licensed by the State of Illinois.	
6.	Contractor’s insurance shall at a minimum, conform to the Asbestos Abatement Act & Rules and Regulations.	
7.	Safety: Worker’s compensation premium modifier not more than 1.0 or an explanation of special circumstances.	
8.	Contract completion history: No defaults of any construction.	

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. For Proposed Major Subcontractors for this Project. In accordance with the Responsible Bidders Ordinance, please provide the following information: Include additional pages as necessary.

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

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 #:

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: _____

Entity: _____
Address: _____
City, State, Zip Code: _____
Name of Contact Person: _____
Email Address: _____
Telephone Number: _____
Description of Services Provided: _____

Contract Value: _____
Date of Service: ____/____/____ To: ____/____/____

Entity: _____
Address: _____
City, State, Zip Code: _____
Name of Contact Person: _____
Email Address: _____
Telephone Number: _____
Description of Services Provided: _____

Contract Value: _____
Date of Service: ____/____/____ To: ____/____/____

Entity: _____
Address: _____
City, State, Zip Code: _____
Name of Contact Person: _____
Email Address: _____
Telephone Number: _____
Description of Services Provided: _____

Contract Value: _____
Date of Service: ____/____/____ To: ____/____/____



Addendum Acknowledgement Bid #21090

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 #21090		

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

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

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

FAMILIAL RELATIONSHIPS

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

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

CAMPAIGN CONTRIBUTIONS

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

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

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

The full text of the County's Ethics and Procurement policies and ordinances are available at www.lakecountyil.gov.

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

Authorized Signature:		Title:	
Printed Name:		Date:	

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

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VENDOR CERTIFICATION FORM

Bid/RFP/SOI Number:	Bid #21090		
Vendor Name:			
Address:			
Primary Contact Name:			
Primary Contact Email Address:			
Primary Contact Phone Number:			
Project Manager Name:			
Project Manager Email Address:			
Project Manager Phone Number:			
# Years in Business:		Number of Employees:	
Annual Sales:	\$	Dunn & Bradstreet #:	
Vendor Certification Statement: Please identify all of the following that apply to the ownership of this firm. This information is collected for reporting purposes only and not vendor selection. Please include a copy of the certification. (Definitions are included on the second page of Vendor Certification Form).			
	Contractor certifies as a Minority – Business Enterprise (MBE)		
	Contractor certifies as a Women Business Enterprise (WBE)		
	Contractor certifies as a Veteran-Owned (VBE) Business Enterprise		
	Contractor certifies as a Persons with Disabilities Owned Business Enterprise (PDBE)		
	Contractor certifies as a Service-Disabled Veteran-Owned (SDVBE) Business Enterprise		
	Contractor certifies as a Business Enterprise Program (BEP)		
	Contractor certifies as a Small Disadvantaged Businesses (SDB)		
	Contractor certifies as a Veteran-Owned Small Business (VOSB)		
	Local Business		
	None		
Other (Specify)			
Certification Number:			
Certified by (Agency):			

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

Signature, Title

Printed Name, Title

Date

Vendor Certification Definitions

- **Minority-owned business (MBE)**

A business concern which is at least 51% owned by one or more minority persons, or in the case of a corporation, at least 51% of the stock in which is owned by one or more minority persons; and the management and daily business operations of which are controlled by one or more of the minority individuals who own it.

- **Woman-owned business (WBE)**

A business which is at least 51% owned by one or more women, or, in the case of a corporation, at least 51% of the stock in which is owned by one or more women; and the management and daily business operations of which are controlled by one or more of the women who own it.

- **Veteran-owned Business Enterprise (VBE)**

A small business (i) that is at least 51 percent owned, controlled and managed by one or more Eligible Veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Eligible Veterans.

- Eligible Veteran means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.
- Armed forces of the United States means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.

- **Persons with Disabilities Owned Business Enterprise (PDBE)**

A small business (i) that is at least 51 percent owned, controlled and managed by one or more Persons with a Disability; or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled, and managed by one or more Persons with a Disability.

- Disability or Disabled means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

- **Service-Disabled Veteran-owned Business Enterprise (SDVBE)**

A small business (i) that is at least 51 percent owned, controlled, and managed by one or more qualified service disabled veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Service Disabled Veterans.

- Service-Disabled Veteran means an Eligible Veteran who has been found to have 10 percent or more service-connected disability by the United States Department of Veterans Affairs or the United States Department of Defense.
- Service-connected disability means a disability incurred in the line of duty in the active military, naval or air service as described in 38 U.S.C. 101(16).

- **BEP – Business Enterprise Program**

Business Enterprise Program (BEP) BEP assists businesses owned by minorities, women and people with disabilities gain access to the State of Illinois procurement process. BEP certification with the State of Illinois can also open the door to opportunities with other public and private entities which are looking for diverse suppliers.

- **Small Disadvantaged Businesses (SDB)**

A Small Disadvantaged Business (SDB) is a small business owned and controlled by socially and economically disadvantaged individuals as defined by Federal Acquisition Regulation (FAR) 19.001

- **Veteran-Owned Small Business (VOSB)**

A Veteran-Owned Small Business (VOSB) is a small business that is at least 51 percent owned by one or more veterans; or, if a publicly owned business, at least 51 percent of the stock is owned by one or more veterans. Also, one or more veterans control management and daily business operations of the firm.

- **Local business**

Lake County launched a Buy Local. Build Local. Work Local initiative in 2013 to increase the outreach and procurement opportunities for businesses located within Lake County, including women-owned businesses and minority-owned business enterprises (L/W/MBE). The overarching objective is to maximize participation from these businesses in the County's procurement process, in accordance with applicable law.



RESPONSIBLE BIDDER AFFIDAVIT

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

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

_____ bidder has not received any notices of violations of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*); **or**

_____ in the event any such notice has been received by bidder, a copy of any such notice is attached hereto; **or**

_____ in the event that bidder has received such a notice, any documentation demonstrating the resolution of any such notice is attached hereto (attach additional pages to explain how the matter has been resolved)

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

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

Authorized Signature:		Title:	
Printed Name:		Date:	

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

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