



COUNTY OF GRUNDY, ILLINOIS

REQUEST FOR PROPOSAL

FOR

Grundy County Courthouse

Asbestos Remediation and Abatement

***** 004-2022 *****

THIS IS NOT AN OFFICIAL RFP DOCUMENT. THIS DOCUMENT IS ONLY PROVIDED FOR PUBLIC VIEW.

Official RFP documents are available at the office of the Grundy County Finance Department, 1320 Union Street, Morris, IL 60450, or by emailing finance@grundycountyil.gov with "Asbestos Remediation and Abatement" in the subject line. Documents are available for inspection online at www.grundycountyil.gov/bids-and-rfp/ or <https://www.demandstar.com/app/agencies/illinois/grundy-county/procurement-opportunities/2b835615-17db-4083-9c3b-3ec9855a7e3b/>. The respondent remains responsible for obtaining all addenda, which will be posted on the same website.

Project Contacts

Art Ashcroft

Head of Maintenance

Alec Macdonald

Purchasing Manager

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I. Advertisement:

Grundy County is inviting sealed proposals from responsible and responsive vendors for the full removal of any remaining asbestos material from the Grundy County Courthouse. Sealed proposals must be submitted in an envelope and clearly marked on the exterior "Grundy County Courthouse Asbestos Removal" and contain four (4) copies of the complete proposal with one (1) original packet with an original signature. No responsibility or liability will be attached to any County official, employee or agent for the premature opening or failure to open any proposal not marked according to this instruction.

Sealed proposals will be accepted until 1:00 pm (cst.) October 26th, 2022 at the Grundy County Finance Department, 1320 Union St., Morris, IL 60450. At 3:00pm (cst.) October 26th, 2022; sealed proposals will be publicly opened and read aloud. Fax and electronic submissions will not be accepted.

Grundy County is requesting proposals from qualified firms to provide all services for the complete abatement and disposal of asbestos containing materials located within the Grundy County Courthouse in the defined areas of the building as outlined in the following scope of work within this RFP document. The project will be awarded to the proposer who submits the best proposal in compliance with this RFP. This RFP is being issued under the authority of the Grundy County Board. The Grundy County Maintenance Department, along with the Grundy County Finance Department will oversee all aspects of the selection process, subject to review and approval of the Grundy County Board.

The proposed project will require full compliance with all Federal, state, and local regulations. You are invited to submit a proposal that includes your qualifications and a work plan for completion of the stated project.

Proposal documents are available at the Office of the Grundy County Finance Department, 1320 Union St., Morris, IL 60450, and for inspection online at www.grundycountyil.gov/proposals-and-rfp/ or Demandstar www.demandstar.com. The proposer remains responsible for obtaining all addenda, which will be posted at the same website.

A proposal bond for 5% of the total proposal will be required. Proposals may not be withdrawn or revoked for a period of 90 days after submission.

The County of Grundy reserves the right to reject any and all proposals and to waive technical errors or informalities in proposal.

Chris Balkema

County Board Chairman

II. OVERVIEW

A. General Information

Grundy County is requesting proposals from qualified firms to provide all services for the complete abatement and disposal of asbestos containing materials located within the Grundy County Courthouse in the defined areas of the building as outlined in the following scope of work within this RFP document. The project will be awarded to the proposer who submits the best proposal in compliance with this RFP. This RFP is being issued under the authority of the Grundy County Board. The Grundy County Maintenance Department, along with the Grundy County Finance Department. The Grundy County Maintenance Department as well as the Grundy County Finance Department will oversee all aspects of the selection process, subject to review and approval of the Grundy County Board.

B. Background

The county was created in 1841 and Morris was selected as the county seat. The first courthouse was a frame structure built by William E Armstrong in 1841 to 1842 at his own expense. The second courthouse was a two-story structure built by R J Cunningham & Company in 1858. The third and present courthouse was constructed in 1912 to 1913.

The building faces north and is a two-story limestone and concrete structure. The building is located on landscaped grounds in the center of Morris. The building has three stone framed entrances with three high arched windows above on the second floor. The central front section projects from the main building. The east and west wings are lower in height. The roof line is flat. The building houses the County Circuit Court of the 13th Judicial Circuit. Along the south side is a one-story Courthouse Annex.

C. GENERAL REQUIREMENT

This is a request for sealed bids. Bids will be opened and evaluated in private and any bid information will be kept confidential until an award is made. **One (1) original and four (4) copies of the complete proposal are to be submitted.**

D. Contact

The "Technical" and "Procurement Procedures" contact for this project is Alec Macdonald, the Grundy County Purchasing Manager. Any inquiries that prospective firms may have regarding this RFP should be directed to the Grundy County Finance Department in writing via e-mail at finance@grundycountyil.gov; by no later than 4:00 pm (cst.) on October 19th, 2022. All verbal or telephonic questions will NOT be accepted, and any verbal instructions are non-binding to the County of Grundy. Relevant questions must contain a subject line "Grundy County Courthouse Asbestos Removal". Answers to all questions will be collated and issued as an Addendum posted at www.grundycountyil.gov. The last day for addenda to be posted is 4:00 pm October 21st, 2022.

E. Pre-Bid Conference

Respondents should complete a personal examination of the proposed worksite for consideration on the actual conditions and requirements needed to complete the total scope of this project. A pre-bid meeting will be held on October 4th, 2022 at 10:00 am (cst.) at the Grundy County Courthouse. Respondents should contact Alec Macdonald at (815) 941-3120 amacdonald@grundycountyil.gov to confirm attendance at the pre-bid meeting by October 3rd, 2022 at 4:00 pm. It is the responsibility of the respondents upon visitation of site to conduct a thorough, alert, and visual examination of the site and adjacent areas; to become familiar and satisfied at to the general, local, and site conditions that may affect cost, progress, and performance of the overall project. Respondents shall not at any time after submission of the proposal,

dispute or assert that there was any misunderstanding with regard to the nature of any work to be completed.

F. PRE-BID CONFERENCE LOCATION

**Grundy County Courthouse
111 E. Washington St.
Morris IL, 60450**

G. BID SUBMISSION LOCATION:

**Mailing Address:
Grundy County Finance Department
1320 Union St. Morris, IL. 60450
ATTN: "Asbestos Removal"**

H. BID SUBMISSION DATE AND TIME:

1:00 pm., (CST) October 26th, 2022

Bids received after the submittal time will be rejected and returned unopened to the sender. (See below for schedule of events).

I. SCHEDULE OF EVENTS

September 14th, 2022----- BID advertised and distributed
October 3rd, 2022----- Pre-BID Confirmation Deadline 4:00 pm (cst.)
**October 4th, 2022 ----- Pre-Bid Conference held at Grundy County Courthouse at
10:00 am (cst.)**
**October 19th, 2022----- Cutoff for Question/Addenda; all questions due no later than
4:00pm October 19th,2022**
**October 21st, 2022----- Response to questions released and posted by 4:00pm October
21st, 2022**
**October 26th, 2022----- RFP Public Bid Opening 3:00pm (cst.), proposals due no later
than 1:00pm (cst.) on October 26th, 2022**
October 26th, 2022 – November 4th, 2022 - Evaluation
November 7th,2022 ----- Recommended to Finance Committee
November 10th, 2022----- County Board Approval
November 11th,2022 ----- Notice to Proceed Issued

III. STATEMENT of WORK

A. Scope

The County of Grundy is issuing a request for proposal from Illinois State Licensed Asbestos Assessment and Abatement Contractor's to provide all services for the complete abatement and proper disposal of all asbestos containing materials within the specified areas outlined in the corresponding request.

The request for proposal is a competitive procurement process which provides all qualified vendors with a fair opportunity for their services to be considered, as well as to provide information concerning their expertise and experience with similar projects previously provided to other customers. The RFP process is in place to ensure a fair and competitive negotiation platform to ensure the best cost is provided to the County of Grundy. Although cost is a crucial component of selection, it shall not be the sole determinative criterion. This process is designed to best serve the interests of the County of Grundy allowing the flexibility to negotiate with interested vendors all whilst arriving to a mutually agreeable contract and cost.

a. Purpose

The County of Grundy seeking to acquire a vendor to completely abate and remove all asbestos material stipulated within the following. All work shall consist, but not limited to: project design and scheduling, asbestos removal, asbestos air monitoring, asbestos air sampling, replacement of remediated insulation, and safe environment closeout of project.

b. Location

**Grundy County Courthouse
111 E. Washington St.
Morris IL, 60450**

- i. Boiler Room: Including but not limited to, removal and replacement of all asbestos material located within the boiler room.
 - o Boiler one (1) and two (2): including but not limited to: Jacket, exhaust, stack, steam header, piping, flue breeching, steam piping, condensate return piping.
- ii. Lower Level: Including but not limited to, removal and replacement of horizontal asbestos pipe insulation.
 - o Grundy County Appraisers Office
 - o Grundy County States Attorney Storage
 - o Electrical Room
 - o Maintenance Chemical Room
 - o Grundy County Clerk Storage
 - o Grundy County Assessor Storage
- iii. First (1st) floor: Including but not limited to, removal and replacement of all vertical asbestos pipe insulation.
 - o Grundy County Clerk Office
 - o Lavatories
 - o Grundy County Probation Office

c. Specifications and Requirements

- i. Contractor to provide all labor, materials, and equipment to complete the entire project from project design through safe environment closeout. All contractor personnel involved in this project must be trained and have EPA approve certifications showing they are fully qualified to do asbestos removal. Contactor shall insure that every worker is thoroughly familiar with the

standard operating procedure of the contractor for abatement work, and with all applicable laws including OSHA, Illinois EPA, IDPH, US EPA, and all local regulation and requirements.

- ii. Contractor is responsible for all damages to existing features, and shall be repaired in-kind by the contractor at the contractor's cost.
- iii. Contractor will furnish the County of Grundy with a beginning date and ending date for the complete project.
- iv. Contractor will be responsible for jobsite cleanup and removal of all debris created as a result of the project, to an acceptable disposal site. The disposal ticket shall be retained and forwarded to the County of Grundy to be retained in the contract file.
- v. Contractor is responsible for acquirement all required permits and providing the County of Grundy with the final signed permits. Permitting requirements will include but may not be limited to Illinois EPA Notifications, Grundy County notifications.
- vi. If the respondents submitting a proposal must sub-contract any of the work to meet requirements herein, it must be clearly stated in the proposal. Additionally, all costs included in proposals must be all-inclusive to include any sub-contacting work. Any proposal which requires sub-contracting will include company description, name, and work to be completed.
- vii. All costs must be itemized to include explanation of all fees and costs.
- viii. The contractor shall be responsible for providing and verifying that safe conditions exist prior to entry by abatement personnel. The contractor is responsible for evaluating site conditions and confirming necessary work prior to bidding.
- ix. The respondent shall ensure that any visible dust and debris are present, the debris shall be HEPA vacuumed and wet wiped cleaned.
- x. Within fifteen (15) days of the completion of abatement activities contractor shall submit all final closeout documentation to the County of Grundy purchasing manager for inclusion in contract file. Final payment shall not be authorized until all closeout documentation including waste disposal documentation has been properly submitted.

IV. GENERAL TERMS and CONDITIONS

ON-LINE PROVIDER DISCLAIMER

www.DemandStar.com has no affiliation with the County of Grundy other than as a service that facilitates communication between the County and its vendors. www.DemandStar.com is an independent entity and is not an agent or representative of the County. Communications to www.DemandStar.com do not constitute communications to the County.

ON-LINE NOTIFICATION of SOLICITATIONS

The County of Grundy is utilizing Demandstar.com (www.demandstar.com) for on-line notification purposes only for sealed bids when it is anticipated that the amount of the resulting contract will be in excess of its formal bid limit of \$20,00.00; such as this requirement. Interested bidder are required to submit a sealed bid to the County of Grundy Finance Department located at 1320 Union St. Morris, IL 60450; by the date and time indicated within the schedule of events, and detailed in this request. All respective bidders shall conform to all proposal requirements as stated within this request. This is not an e-bidding request.

ELECTRONIC TRANSMITTALS

Facsimile and/or e-mail transmitted bids **WILL NOT** be accepted by the County of Grundy. In addition, the County of Grundy will not transmit facsimile bid specifications to the Bidder.

APPLICABLE CODES AND ORDINANCES:

Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

ALTERNATE/EQUAL BIDS:

The specifications cannot cover precisely, all minute details required. Bidders are encouraged to submit cost-saving/value-added alternate bid pricing suggestions. Any alternate pricing should be noted as a separate line that may be subtracted from the bid pricing as specified, allowing for clear evaluation and value-analysis by the County. The County recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the County. Alternates will be compared to the lowest responsive, responsible bid as specified.

ASSUMPTION OF RISK

Until the completion and final acceptance by County of all the work under or implied by this Contract, the work shall be under the Contractor's care and charge and he shall be responsible therefore. Contractor shall rebuild, replace, repair, restore and make good all injuries, damages, re-erection, and repairs rendered necessary by causes, of any nature, to all or any portion of the work.

COMPETITION INTENDED:

It is the County's intent that this request for proposal permits competition. It shall be the bidder's responsibility to advise the Buyer in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Buyer no later than seven (7) days prior to the date set for bids to close.

DEVIATIONS:

The County of Grundy reserves the right to approve any material the Bidder proposes to furnish which contains deviations from specification requirements but which may substantially comply. If there is any deviation in the pack, source, quality, etc., of an item bid, from that prescribed in the specifications, Bidder must rule out the appropriate line in the specifications and clearly indicate the correction. Prices will be converted by the County to accommodate accepted deviations.

RFP REQUIREMENTS

All RFP's must be submitted on the blank RFP form furnishes with these contract documents and shall conform to the terms and conditions set forth in this RFP. Please make and retain a copy of your response for your own records. The RFP must be enclosed in a sealed envelope bearing the RFP title. Offerors must sign, in ink the original document. Unsigned RFP's can be disqualified.

EXCEPTIONS

Exceptions will be considered up to the deadline listed in schedule of events. Exceptions must be fully described, on the Bidder's letterhead and signed; exceptions must reference the bid number and the specification, contract term or other portion of the Invitation to Bid which is being excepted. If the Bidder wishes to propose terms and conditions or alternative paperwork it must do so as an exception. In the absence of such statement, the bid shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; by its submission, the Bidder agrees that if selected, it will be bound by same. No exceptions or changes to contract terms will be accepted with the bid.

EXAMINATION BY BIDDER:

The Bidder shall, before submitting his bid, carefully examine the bid and specifications. If his bid is accepted, he will be responsible for all errors in his bid resulting from his failure or neglect to comply with these instructions.

Unless otherwise provided in the SPECIAL CONDITIONS, when the specifications include information pertaining to preliminary investigations made by the County, such information represents only the opinion of the County of Grundy as to the location, character or quantity of the materials encountered. That information is only included for the convenience of the Contractor. The County of Grundy does not warrant the accuracy or the sufficiency of the information and assumes no responsibility therefore.

INTERPRETATION of CONTRACT DOCUMENT

If a potential offeror is uncertain as to the meaning of any part of the specifications or the RFP; the offeror is expected to contact the Grundy County Finance Department up to the deadline listed on the schedule of events page for exceptions to RFP.

PROPRIETARY INFORMATION

Under the Illinois Freedom of Information Act, all records in the possession of Grundy County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exemption is "trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The county will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an unredacted copy along with a redacted copy with has all portions redacted that you deem to fall under a Freedom of Information Act exception.

ADDENDUM and SUPPLEMENT to RFP

If it becomes necessary or advisable to revise any part of this RFP or if additional data is necessary to enable the exact interpretation of provisions of this RFP, revisions will be provided in the form of an Addendum. If revisions are made after any mandatory Pre-Bid conference, the revisions will be provided only to those Contractors who will have attended the Pre-Bid conference. Addendum information is available over the Internet at www.DemandStar.com. (Adobe Acrobat Reader may be required to view this document); as well as on the bids/rfp section on the Grundy County website www.grundycountyil.gov. We strongly suggest that you check for any addenda a minimum forty-eight hours (48) in advance of the bid deadline.

CHANGES

The County of Grundy reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County of Grundy and the successful Contractor.

Illinois law requires that changes in excess of \$10,000 or extensions greater than thirty (30) days must comply with the Criminal Code. The Grundy County Finance Department shall issue to the successful Contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

COMMENCEMENT OF WORK

The successful Contractor must not commence any billable work prior to the County's execution of the contract or until any required documents have been submitted. Work done prior to these circumstances shall be at the Contractor's risk.

CONFIDENTIAL INFORMATION AND COUNTY PROPERTY

It is agreed that any and all specifications, drawings, or data furnished by County of Grundy shall (1) remain the County of Grundy's sole and exclusive property; (2) be considered and treated by Contractor as County of Grundy confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.

CONTRACT NEGOTIATION

All Bids must be firm for at least (120) calendar days from the due date of the Bid. If, for any reason, a contract is not executed with the selected Bidder within (14) days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. There is no contract until the County's policies have been fulfilled.

OFFEROR PERFORMANCE

The instructions to offerors, RFP form, general conditions, special conditions, contract specification, and attachments; together with the approved purchase order shall be incorporated in and become terms of the contract. All items shall be supplied in strict accordance with the specifications. The offeror's performance under the terms of the contract shall be to the satisfaction of the County of Grundy. Failure to comply with any statutory requirements shall be deemed a breach of performance.

COMMUNICATIONS

In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this solicitation, until a contract has been awarded, all requests for clarification or additional information regarding this solicitation, or contact with the County personnel concerning this solicitation or the evaluation process must be solely to the contact person listed on the cover page of this solicitation.

No contact regarding this document with other County employees or officers is permitted unless expressly authorized by the Buyer issuing the solicitation. A violation of this provision is cause for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

DRUG FREE WORKPLACE

The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.

DISCIPLINE

Nothing herein shall be construed to imply that the County of Grundy is retaining control over the operative details of the Contractor's work or the subcontractor's employee's work. The Contractor is assuming all oversight, and the Contractor is ensuring compliance with safety guidelines.

FORCE MAJEURE

The County of Grundy shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented; i.e., droughts, floods, severe weather phenomena, et cetera.

INDEMNITY

The Contractor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts. The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.

LAW GOVERNING

The RFP and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.

MISCELLANEOUS REQUIREMENTS

The County **WILL NOT** be responsible for any expenses incurred by the Contractor in preparing and submitting a BID. All BIDs shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

NON-DISCRIMINATING

The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

INSURANCE

The awarded Vendor will maintain such insurance as will protect the Vendor and the County from claims under the Workers' Compensation Acts, and any amendments thereof, and from any other claims for damages from personal injury, including death, which may arise from operations under this agreement, whether such operations be by themselves or by any sub-Contractor, or anyone directly or indirectly employed by either of them. Current Certificate of such insurance shall be furnished to Grundy County and shall show all applicable coverage(s). Any subcontractor must adhere to the same requirements listed above and below (with the exception of the pollution liability).

Other insurance requirements are

- General Liability (including completed operations) with a \$1,000,000 per occurrence limit and \$2,000,000 general aggregate.
- Commercial Automobile Liability with a limit of no less than \$1,000,000. The coverage will also extend liability to hired and non-owned autos.
- Workers' Compensation with limit of \$1,000,000 for Employers Liability.
- We also require a minimum umbrella (or follow form excess policy covering over general liability, auto liability and workers compensation) of no less than \$2,000,000.
- Pollution liability coverage to for nay cleanup cost and damage to third parties in an amount of no less than \$1,000,000 per occurrence.

Grundy County will require the selected Vendor to name Grundy County as an additional for both the general liability and auto liability. A waiver of subrogation in favor of the County is required for the workers compensation. If the additional insured status or waiver of subrogation is not blanket, please send a copy of the actual endorsements prior to commencement of any work.

Grundy County will require the selected Vendor to name Grundy County as an additional insured and provide a waiver of subrogation prior to making a contract. All insurance must be placed through an insurance carrier licensed to operate in Texas and have an AM Best Rating greater than A-VI.

PAYMENT

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County of Grundy shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

TRANSFER OF OWNERSHIP OR ASSIGNMENT

The terms and conditions of this contract shall be binding upon and shall ensure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments, the County of Grundy must be notified and approve same in writing.

PROTEST

No protest shall be based on a matter or issue which could have been raised as an exception prior to bid opening. Any protest concerning the award of a contract shall be decided by the procurement manager. Protests shall be made in writing to the Grundy County Finance Department and shall be filed within three (3) business days of final

approval and acceptance of the bid by the County Board. A protest is considered filed when received by the Grundy County Finance Department. The written protest shall include the name and address of the protestor, the RFP title, a statement of the specific reasons for the protest and supporting exhibits. The Procurement Manager will respond to the written protest within seven (7) days. The Procurement Manager's decision relative to the protest shall be final. Upon receipt of a protest the County may, but is not required to, delay its order under the awarded contract.

RESERVATION OF RIGHTS

The County of Grundy reserves the right to reject any or all bids failing to meet the County's specifications or requirements and to waive technicalities. If in the County of Grundy's opinion, the lowest bid is not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County of Grundy. In determining the lowest responsible bidder, the County shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

The Bidder's failure to meet the mandatory requirements of the RFP will result in the disqualification of the bid from further consideration.

The County further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised RFP.

TAX

The County of Grundy does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E99968002. A copy of the exemption letter is available upon written request. Additionally, the Department of Revenue of the State of Illinois under Rule No. 15, issued August 9, 1961, has declared that sales of materials to construction contractors for conversion into real estate for schools, governmental bodies, agencies and instrumentalities are not taxable retail sales.

TERMINATION, CANCELLATION AND DAMAGES

The County may terminate based on the Contractor's breach or default. Unless the breach or default creates an emergency situation, as determined in the County's sole discretion, the Contractor shall be given notice and a five (5) day opportunity to cure before the termination becomes effective.

If the County terminates this Contract because of the Contractor's breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Contractor with any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages and the cost of re-bidding. The County may offset these additional costs against any sums otherwise due to the Contractor under this bid or any unrelated contract.

If the County of Grundy fails to appropriate funds to enable continued payment of multi-year Contracts the County may cancel, without termination charges provided Contractor received at least thirty (30) days prior written notice of termination.

CHOICE of LAW and VENUE

In the event a dispute arises relative to any matter included in the terms or performance of this agreement, the Parties shall first require their authorized representatives to meet in good faith negotiations to resolve the issues in conflict. If the Parties are unable to settle the existing differences, then any and all court proceedings shall be held in the Circuit Courts of Grundy County in Morris, Illinois and the 13th Illinois Judicial District. In the event Grundy County is a litigant in proceedings relative to this Agreement and prevails, the losing party shall pay all of the attorney's fees and costs incurred by the County.

INTERPRETATION OF CONTRACT DOCUMENTS

If a potential Bidder is uncertain as to the meaning of any part of the specifications or this RFP, the bidder is expected to contact the Grundy County Finance Department (finance@grundycountyil.gov); up to the deadline listed on the schedule of events on page 5.

DISQUALIFICATION OF RESPONDENTS

Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of the Bid:

1. Evidence of collusion among Bidders.
2. Lack of competency as revealed by either financial, experience, or equipment statements.
3. Lack of responsibility as shown by past work.
4. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.

LIENS, CLAIMS, AND ENCUMBRANCES

Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

PROTEST PROCEDURES

Except as otherwise stated in any subsequent Contract, any dispute concerning a question of fact arising under a contract, which is not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his/her decision to a written response and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, Buyer shall afford the contractor an opportunity to be heard and to offer evidence in support of its appeal. Pending final contract and in accordance with the Contracting Officers decision. Review of protest is limited to allegations that the Grantee (Buyer) failed to follow the above procedure. This clause does not preclude consideration of law questions in connection with decisions provided for in this clause, provided that nothing in an Agreement or Contract shall be construed as making final decision of any administrative official, representative, or board on a question of law.

PAYMENT

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

STATUS OF INDEPENDENT CONTRACTOR

Vendor shall be considered an independent contractor, for all purposes. Vendor will not at any time, directly or indirectly, act as an agent, servant, representative or employee of the County. Vendor will not take any action which is intended to create any commitments, duties, liabilities or obligations on behalf of the County, without prior written consent of the County.

RIGHTS OF THE CONTRACTING AUTHORITY:

Grundy County reserves the right to withdraw this RFP at any time and for any reason. Grundy County also has the right to terminate its selection process at any time and to reject all responses, or all proposals. Receipt of the proposal materials by Grundy County or submission of a proposal to Grundy County confers no rights upon the vendor nor obligates Grundy County in any manner.

All costs associated with the preparation or submittal of proposals shall be borne by the vendor, and no cost shall be sustained by Grundy County.

V. INSTRUCTIONS for PREPARING PROPOSALS

A. Proposal Format

- a. All proposal packets must be of concise organized manner; following the specific outline of the instructions for proposal. The organization of each submittal is of the utmost importance as each packet will be evaluated in respective manner.
- b. Include your company name and or logo as well as “Asbestos Removal” on the cover of each packet.
- c. All packets shall be of standard size paper 8.5” x 11” paper.
 - i. 11” x 17” foldouts for schedules, organizational charts, building plans may be utilized as well.
- d. Each section shall be separated by divider tabs for easy reference between each section.
 - i. All tabs shall be numbered correlated to each section and / or include section title.
- e. All information shall be typewritten.
- f. Utilize 2 sided pages to the fullest extent.

B. FORMAT / Deliverables

- a. Submit four (4) copies and one (1) original containing the inked signature of all relevant principals of potential contract.
 - i. The quantities stipulated above are required as to ensure each member of the evaluation team will have the same information to evaluate.
 - ii. Each of the packets must be fully completed any information that is omitted may be deemed a dis-qualifying event.
- b. Place all packets within a sealed envelope or sealed box **specifically marked with “Courthouse Asbestos Removal” and “DO NOT OPEN UNTIL BID LETTING”** clearly marked on the outside of the sealed envelope or sealed box.
- c. All sealed packets shall be delivered to:

Grundy County Finance Department

1320 Union St. Morris, IL 60450

Attn: “Courthouse Asbestos Removal”

- d. All hard-copies of each packet should be divided by tabs into a minimum of seven (7) sections with references to each specific section of the corresponding RFP. The sections shall be numbered and named:
 - i. Basic Information
 - ii. Minimum Qualifications
 - iii. Price Proposal
 - iv. Schedule
 - v. Work Plan
 - vi. Safety Program
 - vii. References

VI. PROPOSAL REQUIREMENTS

A. Basic Information

Respondents shall include the following information and documentation. All information is recommended but not required; if the information is not applicable to the proposer, it is required from the proposer to answer the pertinent section NOT APPLICABLE with a perceptive statement as to why. Any information not applicable is not a disqualifying event unless stated otherwise, the more detailed content will be to the advantage of the proposer, as well as to give evaluators comprehensive information to assist in awarding a potential contract to the most responsive, responsible, and qualified vendor.

a. Letter of Transmittal

Brief and concise one-page letter will summarize the proposer's positive commitment to perform the work in a productive, professional, and efficient manner. It shall state that all information is certified to be true and accurate, any false or misleading information shall be deemed a disqualifying event. The letter must be signed by an official authorized to make commitment on behalf of the organization that shall enter into a contract with Grundy County. The letter must indicate the official's title and authority.

b. Proposer Information (attachment on page 20):

Company/ firm name and addresses (street address and/or mailing address if different)

- i. **Contact Person:** Main contact person who should be contacted regarding your proposal, and whom to notify as to short-listing, oral presentations, and recommendation of award.
- ii. **State:** Where Incorporated
- iii. **FEIN:** Provide the Federal Employee Identification Number of proposers.
- iv. **SSN:** In situations of sole proprietorship or partnership, provide Social Security numbers for all owners/partners only if the FEIN is not provided.
- v. **Telephone Number:** Direct phone number of the contact person. Include extension number.
- vi. **Fax Number:** Direct fax number of the contact person.
- vii. **Type of business:** Identify the type of business entity involved (e.g. corporation, sole proprietorship, partnership, joint venture, etc.....)

e. Acknowledgment of Addenda (attachment on page 21):

Included in the packet respondent must sign and date the acknowledgement page of the last final addendum issued, if applicable.

f. W-9 Form

Submit a completed W-9 form, available on internet at www.irs.gov/pub/irs-pdf/fw9.pdf

g. Drug-Free Workplace

If applicable, provide a statement concerning the respondents status as a Drug-Free workplace. In accordance with the Illinois State statute 30 ILCS 580. Whenever two or more proposals are deemed equal, the firm completing the attached shall be given preference.

h. History of Firm

Include in chronological form, a brief history of your firm.

- i. Date of Incorporation
- ii. Date when Architect joined/started firm
- iii. Date when current partners/officials joined firm
- iv. Satellite offices, if applicable, opened
- v. Completion dates of major projects
- vi. Any 'firsts'/ important events/achievements experienced

B. Minimum Qualifications

- a. Proposer's must fulfill all of the following minimum qualifications per attachment on page 22

C. Price Proposal

- a. Complete the Price Proposal BID sheet on page 23 - 24, for each project outlined. All prices quoted shall remain firm for 120 days from bid letting.
- b. The scope of work required is stated within the "Courthouse Asbestos Removal". It shall be understood that all materials, time, labor, equipment, services required to successfully complete the "Courthouse Asbestos Removal" will be directly comprised in the price proposal quote by all interested parties. Any and all changes in price shall be communicated by the proposer and negotiated by the County of Grundy before any excess expenses shall be incurred.

D. Schedule

- a. Construct a proposed timeline from contract start date through project closeout. Ensure to include all key steps within project scope to ensure that the project manager will be able to track key milestones throughout project scope.

E. Work Plan

- a. The scope of work includes information for services that may be requested throughout the term of the contract in support of minor projects.
- b. Describe your team's experience and ability with minor projects in responding within a limited time frame, and in a customer service manner to meet project needs.
- c. Describe how you will accomplish the work plan in an occupied building. Explain necessary precaution based on prior experience.
- d. Describe your firms experience and the resources you would bring to the table for disaster recovery.
- e. Describe the extent of services performed in-house and through sub-consultants.

F. Safety Program

- a. Providing a safe working environment is at the utmost importance of the County of Grundy; fully describe any safety programs the proposer administers to its employee's

G. References

- a. Provide the following from at least three (3) references.
 - i. Company Name
 - ii. Address
 - iii. Contact Person
 - iv. Email address
 - v. Phone Number
 - vi. Fax Number
 - vii. Scope of project as comparable to this projects scope.
 - viii. Cost of project

VII. EVALUATION

Evaluation of proposals will be conducted by members of the Grundy County Finance Department as well as the Grundy Maintenance Department. Each member will include in each consideration the following factors:

- Technical criteria of the submission.
- Pricing
- Scheduling
- Work Plan
- Safety Program
- References

Evaluation Criteria for Request for Proposal	
Criteria	Weight
Price Proposal	30 pts.
1. Completeness of the cost proposal. The total all-inclusive maximum price is to contain all direct and in-direct costs including all out-of-pocket expenses. Price should contain all pricing information relative to performing the audit engagement as described in the proposal.	
Schedule	20 pts.
1. Construct a proposed timeline from contract start date through project closeout. Ensure to include all key steps within project scope to ensure that the project manager will be able to track key milestones throughout project scope.	
Work Plan	20 pts.
1. The scope of work includes information for services that may be requested throughout the term of the contract in support of minor projects.	
2. Describe your team’s experience and ability with minor projects in responding within a limited time frame, and in a customer service manner to meet project needs.	
3. Describe how you will accomplish the work plan in an occupied building. Explain necessary precaution based on prior experience.	
4. Describe your firms experience and the resources you would bring to the table for disaster recovery.	
5. Describe the extent of services performed in-house and through sub-consultants.	
Safety Program	20 pts.
1.. Providing a safe working environment is at the utmost importance of the County of Grundy; fully describe any safety programs the proposer administers to its employee’s	
References	10 pts.
1. Provide at least three (3) references with requirements listed per Page. 17 Sect. G.	

This RFP does not commit Grundy County to award a contract, to pay costs incurred in the preparation of a proposal in response to this request, to procure, or contract for any services or supplies.

The contract will be awarded based on totality of the factors listed in the proposal. All other technical and quantitative qualifications will be considered in Grundy County’s decision to contract with any potential vendor.

Grundy County reserves the right to reject all proposals submitted, to waive formalities, informalities, and/or irregularities contained within any submitted proposal. Grundy County reserves the right to accept and offer any contract herein if it is deemed within the best interest of Grundy County to do so. While lowest price is an important factor in selection of a potential vendor, the Grundy County Finance Department will choose the most adequate asbestos abatement contractor that will ultimately fit the necessity of the Grundy County Maintenance Department. Additionally, Grundy County reserves the right to negotiate optional items and/or services with the successful vendor.

viii. Attachments

Proposer Information Form

Proposer (Company) Name:	Formerly:
Mailing Address:	Street Address:
City, State, Zip:	City, State, Zip:
Type of Entity: <i>(check one)</i> <input type="checkbox"/> corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture	
Contact Person:	Title:
Telephone Number:	Incorporated in the State of:
Toll Free Phone Number:	Year:
Cell Phone Number:	Fax Number:
Federal Employer Identification Number (FEIN):	SSN (if Sole-Proprietorship or Partnership):
<i>Only required if FEIN is not provided</i>	
Email Address:	Website Address:
Bonding Capacity: \$ Aggregate: \$ Single Project Limit: \$	
Surety Company:	A.M. Best Rating:

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

PER PAGE 16 SECTION b.

**CONFIRMATION OF RECEIPT OF
ADDENDA REQUEST FOR PROPOSAL
COURTHOUSE ASBESTOS REMOVAL**

ADDENDUM #	DATE

I hereby certify this proposal complies with the specifications and conditions issued by the County of Grundy except as clearly marked in the attached copy.

DATE: _____

NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

CONTACT NUMBER: _____

E-MAIL: _____

THIS DOCUMENT MUST BE COMPLETED
AND RETURNED WITH SUBMISSION

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

PER PAGE 16 SECTION e.

Minimum Qualifications

1. The Contractor shall meet the following minimum experience qualifications:
 - a. A minimum of five (5) years' experience as an asbestos remediation and abatement contractor and providing these services.
 - b. Provide Copies of your IDPH Asbestos Removal Licenses, including what Class of Licenses you do hold
 - c. Experience in handling two (2) or more buildings which are 70,000 sq. ft. or larger.
 - d. The Contractor shall have the equipment and labor resources to provide all services.
 - e. Include copies of current Insurance Certificates of Coverage per General Conditions stated within the Courthouse Asbestos Remediation RFP.

2. Complete the following items and submit with your proposal:

a. On what date did your company begin doing business in Illinois?	
b. Length of time in business:	Years
c. How many 70,000 sq. ft. or larger contracts have you serviced? <i>(Include at least two)</i>	#
d. How many people does your company directly employ?	People

Proposer: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

PER PAGE 17 SECTION B.



County of Grundy, Illinois

RFP

Courthouse Asbestos Removal

Price Proposal

Project Location: 111. E. Washington St. Morris, IL 60450

The undersigned Asbestos Abatement Contractor, having examined these documents, and having full knowledge of the condition under which the work described herein must be performed, hereby purposes that he/she will fulfill the obligations contain herein in accordance with all instructions, terms, conditions, and specifications set fort; and that he/she will furnish all required products/services and pay all incidental costs in strict conformity with these documents for the stated prices as payment in full.

Base Price: All the work associated with abatement and disposal of asbestos containing material as described in project scope, specification, and requirements.

BASE PRICE ALL WORK: \$ _____

Itemized: If any additional please list, if not required please state.

Pre-Abatement \$ _____ Mobilization, Containment Construction \$ _____

Air Monitoring \$ _____ Work \$ _____ Disposal \$ _____

De-Mobilization \$ _____ Documentation \$ _____

Removal \$ _____ Replacement \$ _____

Additional:

Description:

Cost:

_____	\$ _____
_____	\$ _____
_____	\$ _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

PER PAGE 17 SECTION C.

Available Start Date: _____

Project Completion Date: _____

Name of Firm: _____

Name of Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

FIRM FIXED PRICE

Prices submitted in this price proposal form are firm for one-hundred twenty days (120) from Award to Proceed.

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

PER PAGE 17 SECTION C.