Request for Proposal

Issued by the Cook County Land Bank Authority

Demolition of Multiple Structures at:

5100 W 183rd St, Tinley Park, IL 60478

For

Cook County Land Bank Authority (CCLBA)

*****It should be noted that CCLBA does not own the subject parcels and demolition is being completed under the authority of an Order by the Circuit Court of Cook County. Entrance upon the subject parcels by Proposer is at Proposer’s own risk.*****

Responses to be submitted in electronic format (Adobe PDF preferred) and submitted to: info@CookCountyLandBank.org
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1) INSTRUCTIONS TO PROPOSERS

a) Definitions

i) Proposer shall mean the individual or business submitting a Proposal to supply the services required by the RFP.

ii) Proposal shall mean the complete proposal submitted by the Proposer to provide the service, which constitutes an offer to contract with CCLBA at said terms and conditions.

iii) CCLBA shall mean the Cook County Land Bank Authority.

iv) Contract shall mean the agreement between the CCLBA and the Contractor, which shall be awarded by the CCLBA on a per project basis.

v) Contractor shall mean the individual or business entity submitting a Proposal and to whom CCLBA will award the Contract(s).

vi) Chief Procurement Officer shall mean the Executive Director of the Cook County Land Bank Authority.

b) Content of Proposals

A complete Proposal will consist of:

i) Statement of qualifications: provide a statement of qualifications, which will include a brief description of the Proposer’s work history, names and roles of key employees, number of years performing demolition services, and any other information the Proposer feels would be relevant for CCLBA to evaluate the proposal;

ii) Licenses: provide copies of any current business or professional licenses that would be relevant to the services requested (i.e. General Contractor, Remediation; Business, etc.);

iii) Certifications: provide copies of any certifications achieved relevant to the services requested;

iv) Bid price: provide costs and time frame to complete the following services:
   a. Demolition services as outlined in the demolition specs (see Section 4(g) below);
   b. Removal and proper disposal of all potentially hazardous materials as well as site and demolition debris;

   ***Please note, this project is subject to Federal Prevailing Wage (see Section 2(c) below)***;

v) References: provide a list of professional references for whom the Proposer has performed or is performing demolition services. Include the name of the company or firm and the contact person as well as the telephone number and e-mail address for the contact. Please provide at least three (3) references for services performed within the last twelve (12) months. Professional references can be omitted if the Proposer has performed demolition services for CCLBA in the prior twelve (12) months;

vi) Financial status: provide complete, audited financial statements for the last two (2) fiscal years;
vii) **Legal actions**: provide a list of any current or pending litigation in which the Proposer is a party and include a brief description of the reason for legal action. If no legal action is pending, include a statement / section in the Proposal marked “Legal Actions – None”;

viii) **Conflicts of interest**: provide information regarding any real or potential conflict of interest. Failure to reveal any potential conflict of interest at the time of Proposal may represent a breach of contract, subject to appropriate penalties. If no conflict of interest exists, include a statement / section in the Proposal marked “Conflicts of Interest – None”;

ix) **M/WBE participation**: provide a statement concerning the amount of anticipated participation by M/WBE firms as Contractor or subcontractor in the project, what steps Proposer has taken to secure M/WBE participation as per the requirements of the M/WBE ordinance, and whether Proposer will seek a waiver to exempt Proposer from complying with M/WBE policy (see Section 2(j) below);

x) **Local workers**: provide a statement concerning efforts that have been or will be taken to recruit and hire local workers to meet project needs, if any;

xi) **Certificate of insurance**: provide a copy of the Proposer’s current certificate of insurance;

xii) **Economic disclosures**: provide signed and notarized (if needed) copies of the Economic Disclosure forms provided in Section 6 below;

xiii) **Special Provisions documents**: Any additional items as outlined in the Cook County CBDG Special Provisions (see section 4(i) below)

Please include the name of Proposer on all documents contained in the Proposal.

c) **Proposer Warrantees**

The submission of a Proposal shall constitute a warranty that (1) Proposer has carefully and thoroughly reviewed the RFP and exercised all need for guidance or clarification of any terms and conditions expressed by CCLBA; (2) Proposer and all staff intended to work on this project are skilled and experienced in the type of services called for in this RFP; (3) neither Proposer nor any subcontractor intended to work on this project is currently in arrears to Cook County, nor has defaulted on any past contract with Cook County or the CCLBA; and, (4) neither the Proposer nor any of its employees, agents, suppliers, or subcontractors have relied on any verbal representations from the CCLBA or its employees, contractors, or directors. Failure of Proposer to fully acquaint themselves with existing conditions or the amount of work involved will not be a basis for requesting extra compensation after the award of a Contract.
d) Submission of Proposals and Significant Dates

Mandatory pre-bid meeting:
11:00 a.m. CST on Monday, June 17, 2019 at 69 W Washington St., Suite 2200 Conference Room D, Chicago, IL 60602

Complete Proposal submissions will be accepted beginning:
9:00 a.m. CST on Tuesday, June 18, 2019

Deadline for submissions is:
5:00 p.m. CST on Monday, June 24, 2019

Bid opening meeting:
10:30 a.m. CST on Wednesday, June 26, 2019 at 69 W Washington St., Suite 2200 Conference Room C, Chicago, IL 60602

Proposals shall be submitted in electronic format (Adobe PDF preferred) to: info@CookCountyLandBank.org. Although not required, hard copies of Proposals may be submitted at 69 W Washington St, 29th floor, Chicago, IL 60602

Incomplete Proposals will not be accepted, nor will Proposals from Proposers who did not attend the pre-bid meeting. CCLBA reserves the right to reject any and all Proposals.

e) Modification of Proposals

Proposers may withdraw Proposals at any time. No modifications will be accepted on Proposals submitted. However, revised Proposals may be resubmitted prior to the submission deadline date.

f) Acceptance of Proposals

Incomplete Proposals will not be accepted, nor will Proposals from Proposers who did not attend the pre-bid meeting.

The CCLBA reserves the right to reject any or all submissions, extend the bidding period, re-advertise for submissions, award in whole or in part to one or more Proposers, or take any other such actions that may be deemed to be in the best interests of the CCLBA.

Upon acceptance and opening of all Proposals, the Chief Procurement Officer of the CCLBA, or their designee, may schedule and hold interviews with those candidates that it deems most qualified. Proposals will be evaluated in terms of completeness of the submission, pricing, time needed to complete, and experience of the Proposer with projects of similar size, scope, and complexity. It is the stated goal of the CCLBA to award contracts at the lowest price for the services requested to the most responsible and responsive Proposer.
g) Prices Firm

Proposal pricing must be kept firm for at least one hundred twenty (120) days after the last time specified for submission of Proposals. Firm Proposals for periods of less than this number of days may be considered non-responsive. Proposer may specify a longer period of firm price than indicated here. If no period is indicated by the Proposer in the Proposal, the price will be firm until written notice to the contrary is received from the Proposer.

h) Notices

All communications concerning this RFP must be presented in writing via email (preferred) or standard U.S. mail. Include the project address in the subject line of all electronic correspondence. Questions should be directed to:

Gene Kelley  
Asset Manager  
Cook County Land Bank Authority  
69 W. Washington St., Suite 2938,  
Chicago, IL 60602  
Email: Gene@CookCountyLandBank.org

i) Cooperation with the Inspector General

Persons or businesses seeking contracts from the CCLBA are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

END OF SECTION
2) COUNTY ORDINANCE REQUIREMENTS

All procurements are subject to the following requirements as set forth in the Cook County Code of Ordinances.

a) Living Wage

All CCLBA procurements shall comply with the requirements set forth in Section 34-160 (Living Wage) of the Cook County Code of Ordinances.

b) Prevailing Wage

All CCLBA procurements shall comply with Sec. 34-161 (Prevailing Wage) of the Cook County Code of Ordinances.

c) Federal Prevailing Wage

As provided in Section 34-162 (Federal Prevailing Wage) of the Cook County Code of Ordinances, if a procurement will be paid using federal funds, and if such federal funding requires compliance with the Davis-Bacon Act (40 U.S.C 276a-276a-7), then the Contract shall contain provisions requiring that the Contractor and any subcontractors shall pay the Federal Prevailing Wage.

The project should be bid using the wage rates provided as part of the RFP documents at http://www.cookcountylandbank.org/resources/bid-documents/. Wages paid must remain consistent with updated wage decisions after award.

d) Prevailing Wages for Covered Services

Not less than the prevailing rate of wages shall be paid and prevailing working conditions shall be provided to any laborer, worker and mechanic providing janitorial cleaning services, window cleaning services, elevator operator and starter services, and security services under a contract, in accordance with Section 34-163 of the Cook County Code of Ordinances.

e) Recycled Products

All CCLBA procurements shall comply with Section 34-215 through Section 34-222 (Recycled Products) of the Cook County Code of Ordinances. In applying such provisions, the term “County” shall mean “CCLBA” and the term “CPO” shall mean “Executive Director.”
f) Predatory Lenders

All CCLBA procurements shall comply with Section 2-407 (Predatory Lender Ordinance) of the Cook County Code of Ordinances. Each Proposal or Response submitted by a financial institution shall contain the certification set forth in Section 34-192 (Predatory lenders) of the Cook County Code of Ordinances.

g) Compliance with Child Support Orders

All CCLBA procurements shall comply with Sec. 34-369 (Child Support Payment) of the Cook County Code of Ordinances.

h) Minority and Women Owned Business Enterprises

All CCLBA procurements shall comply with Sec. 34-260 through Sec. 34-289 (Cook County Minority and Women Owned Business Enterprise) of the Cook County Code of Ordinances; provided however, that the Executive Director shall have the duties and responsibilities imposed upon the County’s Chief Procurement Officer and the Contract Compliance Officer; and that the Board shall have the powers and duties of the County Board.

In its Proposal, Proposer shall state the name(s) of the minority and women business enterprise subcontractor(s) and the level of participation proposed for each firm to be awarded a subcontract, where applicable. In the event that the Proposer does not meet the MBE/WBE participation goal, Proposer must nonetheless demonstrate that it undertook good faith efforts to satisfy the participation goal. Evidence of such efforts may include, but shall not be limited to, documentation demonstrating that the Proposer made attempts to identify, contact, and solicit viable MBE/WBE firms for the services required, that certain MBE/WBE firms did not respond or declined to submit proposals for the work, or any other documentation that helps demonstrate good faith efforts. Failure by the Proposer to provide the required documentation or otherwise demonstrate good faith efforts will be taken into consideration by the CCLBA in its evaluation of the Proposer’s responsibility and responsiveness.

i) Local Business Preference

As provided in Section 34-230 of the Cook County Code of Ordinances, the Executive Director shall recommend award of the Contract to the lowest responsible and responsive Proposer which is a local business, so long as the Proposal of such Proposer does not exceed the Proposal of the lowest responsive and responsible Proposer by more than 2%.
j) Veteran’s Preferences and Incentives

All CCLBA procurements shall comply with Sec. 34-237 through Sec. 239 (Veterans Preference and Incentives) of the Cook County Code of Ordinances.

END OF SECTION
3) GENERAL CONDITIONS
Proposer must agree to the following General Conditions, which will be part of the Contract between CCLBA and the Contractor. Some conditions may not be particularly relevant for the services to be performed. The final Contract may contain additional conditions.

a) Subcontracting or Assignment of Contracts

Once awarded, the Contract may not be subcontracted or assigned without prior written authorization of the CCLBA. Any unauthorized subcontracting or assignment shall render the Contract null and void.

b) Indemnification

The Contractor agrees to indemnify and save harmless the CCLBA and its directors, consultants, employees, agents and representatives, and their respective heirs, successors, and assigns, from and against any and all costs, expenses, attorneys’ fees, losses, damages, and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts and omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor.

c) Payment

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract documents. No payment shall be made without such invoices having been submitted in the proper form approved by the CCLBA.

d) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any service or contract good to be provided pursuant to this Contract, Contractor shall refund to the CCLBA, on a prorated basis to the effective date of termination, all amounts prepaid for such service or contract good not actually provided as a result of the termination. The refund shall be made within fourteen (14) calendar days of the effective date of the termination.

e) Price Reduction

If at any time after the Contract award, the Contractor makes a price reduction in the price of any goods covered by the Contract, the equivalent price reduction based on similar quantities and/or considerations shall apply to the Contract for the duration of the contract period.
f) Disputes

The Chief Procurement Officer of Cook County shall have final authority to resolve any disputes. Any dispute may be presented to the Chief Procurement Officer in writing, specifying the nature of the dispute and the relevant section of the Contract. The Chief Procurement Officer will conduct a review and execute a decision in writing and mail or otherwise furnish a copy to the Contractor and to the disputing party, if different from the Contractor.

Notwithstanding a dispute, the Contractor shall continue to discharge all its obligations, duties, and responsibilities set forth in the Contract during any dispute resolution proceeding, unless otherwise agreed to by CCLBA in writing.

g) Modifications and Amendments

Modifications and amendments may be made to the contract, provided such modifications and amendments are approved in writing by the Chief Procurement Officer. No change to the contract may extend the contract period more than one (1) year, nor may any change increase the value of the contract more than ten (10) percent over the contract award.

h) Default

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract, where Contractor has failed to cure such breach within fourteen (14) calendar days after written notice of breach is given to Contractor by CCLBA, setting forth the nature of such breach. A material breach of the Contract by the Contractor includes, but is not limited to, the following:

(1) Failure to begin performance under this contract within the specified time;
(2) Failure to obtain written approval from CCLBA prior to any demolition;
(3) Failure to perform under this contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
(4) Performance of this Contract in an unsatisfactory manner;
(5) Refusal to reperform services deemed to be defective or unsuitable;
(6) Discontinuance of performance of Contractor’s obligations under the Contract or the impairment of reasonable progress of performance;
(7) Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency;
(8) An assignment of this Contract for the benefit of creditors;
(9) Any cause which impairs performance in an acceptable manner;
(10) Any other material breach of any term or condition of this Contract.
CCLBA shall be in default hereunder if any material breach of the Contract by CCLBA occurs, which is not cured by CCLBA within forty-five (45) calendar days after written notice of breach has been given by the Contractor to CCLBA, setting forth the nature of the breach.

i) **Cook County Land Bank Authority Remedies**

If the Contractor fails to remedy a material breach during the fourteen (14) calendar day cure period pursuant to Section 2(h), CCLBA shall have the right to terminate this Contract, provided however, that CCLBA shall give the Contractor written notice of its intent to terminate. Following notice to the Contractor, CCLBA reserves the right to withhold payments owed to the Contractor until such time as the Contractor has cured the breach, which is the subject matter of the notice. In addition, CCLBA shall have the rights to pursue all remedies available in law or equity.

j) **Contractor’s Remedies**

If CCLBA has been notified of breach and fails to remedy the breach during the forty-five (45) calendar day cure period pursuant to Section 2(h), the Contractor shall have the right to terminate this Contract, provided however, the Contractor shall give CCLBA thirty (30) calendar days prior written notice of termination. Contractor shall have the rights to pursue all remedies available in law or equity. The Contractor’s damages shall be limited to provable damages not to exceed the value of the Contract as awarded by the CCLBA. Contractor shall not disrupt the operation or repossess any component thereof.

k) **Delays**

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

l) **Patents, Copyrights, and Licenses**

Contractor warrantees that any software, licenses, programs, work product, intellectual property, equipment, hardware or part or use thereof is provided to CCLBA legally and without infringement on any patent, copyright, or license or any other intellectual property right. Contractor shall agree to hold harmless and indemnify the CCLBA at its own expense against any suit or proceeding brought against the CCLBA based on a claim that the ownership or use of said items or any part thereof constitutes a violation or infringement of rights belonging to a party other than the Contractor.
m) Compliance with Laws

Proposer/Contractor shall at all times observe and comply with the laws, ordinances, regulations, and codes of the Federal, State, County, and other local governments which may in any manner affect the preparation of the Proposal or the performance of the Contract. Proposer/Contractor shall also comply with by the rules and procedures approved and adopted by the CCLBA and the Cook County Land Bank Ordinance, which can be found on the CCLBA website www.cookcountylandbank.org.

n) Termination for Convenience

CCLBA may terminate this Contract, or any portion of it, at any time by notice in writing to the Contractor.

o) Guarantees and Warrantees

All guarantees and warrantees required shall be furnished by the Contractor and shall be delivered to the Executive Director before final voucher on the Contract is issued. The Contractor agrees that the contract goods or services to be furnished shall be covered by the most favorable commercial warrantees the Contractor gives to any customer for the same or substantially similar contract goods or service and that the rights and remedies so provided are in addition to and do not limit any rights afforded to the CCLBA.

p) Standard of Contract Goods

Only new, originally manufactured, contract goods will be acceptable to CCLBA. CCLBA will not accept any contract goods that have been refurbished, rebuilt, restored, or renovated in any way, nor will it accept experimental contract goods. Contract goods not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the offering of the Proposal will be considered experimental.

q) Confidentiality and Ownership of Documents

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or any time thereafter, except solely as required in the course of Contractor’s performance of services hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting CCLBA and will not disclose any of CCLBA’s records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from the CCLBA without prior approval of CCLBA. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to the CCLBA free of charge.
All documents, data, studies, reports, work product or product created as a result of the performance of service(s) shall be the property of CCLBA. It shall be a breach of this Contract for the Contractor to reproduce or use, any documents, data, studies, reports, work product, or product obtained from the CCLBA or created hereby for its own purposes or to be copied and used by any third party. During the performance of the service(s) herein provided for, the Contractor shall be responsible for any loss or damage to the documents herein enumerated while they are in Contractor’s possession, and any such document lost or damaged shall be restored at the expense of the Contractor.

r) Audit: Examination of Records

Contractor agrees that the CCLBA auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, cancelled checks, bank statements, purveyor’s and other invoices, and records of the Contractor related to the Contract, or to Contractor’s compliance with any term, condition, or provision thereof. The Contractor shall be responsible for establishing and maintaining records to sufficiently document the costs associated with performance under the terms of this Contract.

Contractor further agrees that it shall include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the CCLBA auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the subcontract, have access and the right to examine any books, documents, papers, cancelled checks, bank statements, purveyor’s and other invoices, and records of such subcontractor involving transactions related to the subcontract, or to such subcontractor’s compliance with any term, condition, or provision thereunder or of the Contract.

In the event the Contractor receives payment under the Contract which is later determined by the CCLBA to be unwarranted, the Contractor shall promptly refund the unjustified amount to the CCLBA on request, or at the CCLBA’s option, the CCLBA may credit the disallowed amount from the next payment due or to become due to the Contractor under any Contract with the CCLBA.

s) Entire Contract

It is expressly agreed that the provisions set forth in the Contract constitute all of the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.
t) Force Majeure

Neither Contractor nor CCLBA shall be liable for failing to fulfill any obligation under this contract if such failure is caused by an event beyond such party’s reasonable control and which is not caused by such party’s fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, tornadoes, floods, epidemics, or riots.

END OF SECTION
4) SPECIAL CONDITIONS

a) Scope

The Cook County Land Bank Authority (CCLBA) invites qualified contractors to submit Proposals for consideration to provide the following services:

Demolition and removal of multiple structures and debris located in unincorporated Cook County, IL and commonly referred to as 5100 W 183rd St., Tinley Park, IL 60478 (PINs: 31-04-200-005-0000, 31-04-200-034-0000, & 31-04-200-037-0000)

b) Value of the Project:

Services will be contracted, billed, and paid on a per project basis.

c) Method for Payment

Services will be billed and paid upon completion of the project to the satisfaction of CCLBA. Although CCLBA will do its best to provide payment sooner, Contractor should expect a payment period of thirty (30) to forty-five (45) days.

d) Contract Period

The contract will end upon completion of the project to the satisfaction of CCLBA.

e) Bonding

The successful bidder for the project will be required to file a performance bond equal to one hundred percent (100%) of the bid, with sureties to be approved by the CCLBA, which performance bonds shall be conditioned upon proper and faithful performance by the Contractor of the work specified in accordance with the specifications therefore, according to the time and terms and conditions of the Contract; and also that the bidder and Contractor shall properly pay all debts incurred by the Contractor in the execution of the work, including those for labor and materials furnished.

f) Background on the Cook County Land Bank Authority

The CCLBA was established via Ordinance by the Cook County Board on January 16, 2013. The CCLBA is the largest geographic land bank in the country covering 946 square miles, encompassing 130 municipalities and 5.1 million people and is the first single purpose entity in Cook County to focus solely on returning vacant and foreclosed property back to active and productive use throughout the region. The CCLBA comprises a 15-member governing board.
g) Demolition Specs

DESCRIPTION
This project consists of building demolition, removal of basement/foundations including backfill of the excavation, removal and proper disposal of demolition and site debris (potentially including hazardous materials), securing all necessary permits (demolition, water/sewer cuts, environmental, soil erosion and any other required permits by local, State or Federal government), utility disconnects (electric, gas, water and sewer or capping of wells and abandonment of septic), and site restoration.

A description of the work of the Contract can be summarized as follows:

1. Procurement of all necessary permits;
2. Site and building demolition:
   a. Be aware of property corners and lot lines to accurately set limits of demolition. While some properties may receive staked surveys prior to demolition, Contractor is responsible to verify property boundaries. Any properties with completed surveys will have copies of those surveys available at the Cook County Land Bank Authority (CCLBA);
   b. Utility disconnects (electric, gas, water, sewer, well cap, septic abandonment);
   c. Asbestos inspection: Proposal price should include costs for an asbestos survey. The survey will be completed by the awarded Contractor (or their subcontractor). If the survey identifies asbestos, a change order for remediation will be negotiated with the Contractor;
   d. Removal of all improvements inside the yellow box as identified in Section 5 below (structures, basements, slabs, footings, curb, pavement, landscaping block, landscaping walls, landscaping, fencing, etc.);
   e. Removal of all cut brush and trees, construction debris, and miscellaneous debris and equipment on site, which could potentially include hazardous materials. Site area is outlined in yellow in Section 5 below;
3. Coordination of any required inspections;
4. Protection of trees: it shall be the responsibility of the Contractor to protect all living trees with a diameter of 4” or greater that are located where growth was clearly intended (i.e. site perimeter and landscaped areas);
5. Site restoration: site restoration including fill, compaction and grading of all disturbed areas. In addition, seeding and blanket as follows: a slow growing grass seed appropriate for Illinois’ environment, placed upon three (3) inches of topsoil and covered with biodegradable seed germination and erosion control blanket unless otherwise directed by CCLBA;
6. Except for items indicated to remain the Contractor’s property, dismantled materials and debris shall become the CCLBA’s property and shall be disposed of legally pursuant to the Cook County Demolition Debris Diversion Ordinance.
7. Document and photograph the demolition process and assure compliance with all local, County, State and Federal requirements. Specific interim reports, if required, are described in the Documentation section.

WORK SCHEDULE
A preliminary work schedule must be supplied to the Cook County Land Bank Authority within fourteen (14) calendar days of award. Updated schedules must be provided a minimum of forty-eight (48) hours in advance of commencement of the work to provide adequate time to remove CCLBA locks and property and to provide appropriate staffing.

Work should be scheduled for the most efficient operation. Coordinate with utility companies and/or local agencies to verify the shut off and removal/capping of utility services (electric, cable, water, storm sewer, sanitary sewer, etc.) has been completed prior to the start of demolition.

Contractor shall notify the CCLBA twenty-four (24) hours in advance of any subcontractor being on site and provide the subcontractor’s company name, address, contact person and contact information (phone, e-mail, fax).

Contractor will furnish certificates of insurance, which specifically set forth evidence of all coverage required of the Contractor and subcontractors prior to commencement of work. Cook County Land Bank Authority and County of Cook, Illinois must be listed as additional insured. Certificates shall be sent to the Cook County Land Bank Authority. Please refer to Section 6 of this RFP for insurance requirements.

CONTRACTOR’S USE OF PREMISES
During the period of the Contract, the Contractor shall have full use of the parcels occupied by the structures. The Contractor’s use of the premises is limited only by the limits of the property and adjacent public rights-of-way, if properly barricaded. Do not disturb portions of the site beyond the areas in which the work is indicated.
1. Driveways and entrances: keep driveways and entrances servicing adjacent properties clear;
2. Drive approaches located between the public sidewalk and curb must be left as is;
3. Any debris or sedimentation deposited in the road right-of-way shall be properly removed by the Contractor at the Contractor’s expense.

PROJECT CONDITIONS
Dust Control
1. The Contractor will use all means necessary to control dust on and near the work area as well as on or near all off-site areas if such dust is caused by Contractor’s operations during performance of the work or if it results from the condition in which the Contractor leaves the site;
2. All surfaces shall be thoroughly moistened as required to prevent dust from being a nuisance to the public and adjacent properties.

**Protection**
1. The Contractor will use all means necessary to protect adjacent property before, during and after demolition work;
2. In the event of damage, the Contractor shall immediately make all repairs and replacement necessary to the approval of the CCLBA and at no cost to the CCLBA.

**Safety**
The Contractor is responsible for conducting operations in a safe and orderly manner and in conformance with OSHA.

**PRODUCTS**

**Fill Material**
All fill material shall be subject to the approval of the CCLBA.

Upon request, contractor must be able to provide receipts, analytical data or certification from the fill source documenting that all off-site materials to be used as backfill or fill is uncontaminated. The following tests shall be performed, by the source or by CCLBA or its agent at the Contractor’s expense, for certification of contaminate-free fill:

1. Volatile Organics (Method 8260);
2. Semi-volatile Organics (Method 8270);
3. Pesticides/PCBs (Method 8080);
4. Metal tests for arsenic, barium, cadmium, copper, lead, mercury, selenium, silver and zinc matter.

Fill material shall be free of rocks or lumps larger than five (5) inches in greatest dimension.

Pulverized building materials shall not be used as fill material.

Fill from off-site shall be from a commercial source; however, no fill is permitted in flood plain areas. In the event the demolition is in a designated flood plain, excavations should be filled using the current ground on site.
EXECUTION

Preparation
1. Protect structures, utilities, sidewalks, pavements and other facilities to remain from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations;
   a. In the event of damage, the Contractor shall immediately make all repairs and replacement necessary to the approval of the CCLBA and at no cost to the CCLBA;
2. Contractor will be required to provide barricades and any required signage to minimize vehicle entrance onto the property or pedestrian traffic during the work period;
3. Contractor to furnish and install fencing around the work site for the duration of the work. The fencing shall be maintained daily and shall be removed upon completion;
4. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties, drives and walkways;
5. Protect existing trees that are to remain.

Dewatering
1. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared sub-grades, or flooding project site and surrounding area;
2. Protect sub-grades with barriers or insulating blanket from softening and damage by rain or water accumulation.

Excavation
1. Use of explosives is not allowed without advance approval from the CCLBA;
2. Excavation is unclassified and includes excavation to required sub-grade elevations regardless of the character of materials and obstructions encountered.

Stability of Excavations
Comply with local codes, ordinances, and requirements of authorities having jurisdiction to maintain stable excavations.

Backfill
Backfill excavations promptly, but not before completing the following:
1. Removal of trash and debris from excavation;
2. Removal of temporary shoring, bracing and sheeting.

Fill
1. Remove vegetation, debris, wet and unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placing fills;
2. Plow strip or break up sloped surfaces steeper than one (1) vertical to four (4) horizontal so fill material will bond with existing surface;
3. When sub-grade or existing ground surface to receive fill has a density less than that required for fill, break up ground surface to depth required, pulverize, moisture-condition or aerate soil and re-compact to required density;
4. Place fill in layers to an elevation of between six (6) to eight (8) inches above adjacent undisturbed ground.

**Moisture Control**
Uniformly moisten or aerate sub-grade and each subsequent fill or backfill layer before compaction to within two (2) percent of optimum moisture content.
1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice;
2. Remove and replace, or scarify and air dry, satisfactory soil that is too wet to compact to specified density.

**Compaction**
Place backfill or fill materials in layers not more than twenty-four (24) inches in loose depth. Contractor shall achieve compaction by reasonable means subject to inspection by CCLBA. Heavy equipment such as loaders, bulldozers, etc. may be used to achieve compaction. If the compaction methods do not achieve the required compaction, then mechanical vibratory equipment shall be used.

**Grading**
General: uniformly grade areas to a smooth surface, free from irregular surface changes.
1. Provide a smooth transition between existing adjacent grades and new grades;
2. Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances;
3. Avoid directing watershed onto adjacent properties.

Site Grading: slope grades to direct water to adjacent rights-of-way. Provide a uniform finished surface grade sloped at two percent (2%) minimum and five percent (5%) maximum. Match existing grade at adjacent property lines.

**Protection**
All live trees four (4) inches or greater in diameter located where growth was clearly intended (i.e. site perimeters and landscaped islands) shall be protected. If such trees are damaged, the Contractor shall replace damaged tree or have fee reduced equivalent to replacement cost.

Protecting Graded Areas: protect newly graded area from traffic, freezing, and erosion. Keep free of trash and debris.
Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled or lose compaction due to subsequent construction operations or weather conditions.

**Settling**
Where settling occurs, remove finished surfacing, backfill with additional approved material, compact and reconstruct surfaces.

**Disposal of Surplus and Waste Material**
Remove surplus satisfactory soils and waste/recyclable material, including unsatisfactory soil, trash, and debris and legally dispose of it.

**DOCUMENTATION**
Upon request, Contractor must be able to provide documentation including but not limited to:
- Performance bonding
- All relevant permits
- All relevant business licenses
- Certificates of insurance
- Soil tests for fill
- Dump tickets
- Asbestos survey
- Proof of remediation (if needed)
- Certified payroll
- Project schedules
- Date stamped progress photos

**h) Delivery Cost**
Contractor shall be responsible for the cost of all deliveries to CCLBA for services and materials provided under this contract.
i) **Cook County CDBG Special Provisions**

Contractor must agree and abide by the following special provisions (click link below or visit http://www.cookcountylandbank.org/resources/bid-documents/):

https://www.cookcountyil.gov/sites/default/files/final_cdbg_special_provisions_for_federally-funded_projects_-_031017_0.pdf

**END OF SECTION**
5) PROJECT SITE MAPS

PIN Map (project site outlined in yellow)

Looking North
Looking West
6) INSURANCE REQUIREMENTS

   a) Waiver of Subrogation

   All insurance policies shall contain a Waiver of Subrogation Endorsement in favor of
   Cook County and the Cook County Land Bank Authority.

   b) Insurance Requirements of the Contractor

   No later than the effective date of the Contract, the Contractor, at its cost, shall secure
   and maintain at all times, unless specified otherwise, until completion of the term of the
   Contract the insurance specified below.

   Nothing contained in these insurance requirements is to be construed as limiting the
   extent of the Contractor’s responsibility for payment of damages resulting from its
   performance of the Contract. The insurance purchased and maintained by the
   Contractor shall be primary and not excess or pro rata to any other insurance issued to
   the County.

   Contractor shall require all subcontractors to provide the insurance required in the
   Contract, or Contractor may provide the coverages for the subcontractors. All
   subcontractors are subject to the same insurance requirements as Contractor except
   paragraph (d) Excess Liability or unless specified otherwise. The Cook County Land
   Bank Authority maintains the right to modify, delete, alter or change these requirements.

   c) Coverages

   (1) Workers’ Compensation Insurance

   Workers’ Compensation shall be in accordance with the laws of the State of Illinois
   or any other applicable jurisdiction.

   The Workers Compensation policy shall also include the following provisions:

   Employers’ Liability coverage with a limit of

   $500,000 each Accident
   $500,000 each Employee
   $500,000 Policy Limit for Disease

   (2) Commercial General Liability Insurance

   The Commercial General Liability shall be on an occurrence form basis to cover
   bodily injury and property damage including loss of use.

   The General Liability limits shall not be less than $1,000,000 per occurrence and
   $2,000,000 aggregate combined single limit for bodily injury and property damage.
The General Liability policy shall include, without limitation the following coverages:

(a) All premises and operations;
(b) Contractual Liability;
(c) Products/Completed Operations;
(d) Severability of interest/separation of insureds clause.

(3) Automobile Liability Insurance

When any vehicles are used in the performance of the Contract, Contractor shall secure Automobile Liability Insurance to cover all owned, non-owned and hired automobiles, trucks and trailers. The limits of liability shall not be less than the following:

(a) Liability - All Autos: Bodily Injury & Property Damage - $1,000,000 per Occurrence
(b) Uninsured/Motorists: Per Illinois Requirements

(4) Umbrella/Excess Liability Insurance

In addition to the coverages and limits specified above, Contractor shall secure and maintain a limit of liability no less than $1,000,000 each occurrence for all liability.

d) Additional Requirements

(1) Additional Insured

Cook County Land Bank Authority, Cook County, their officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy, Automobile Liability policy, and Errors and Omissions policy. Contractor’s insurance shall be primary and non-contributory with any insurance maintained by CCLBA and/or Cook County. Any insurance or self-insurance maintained by CCLBA and/or Cook County shall be excess of the Contractor’s insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to CCLBA and Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(2) Qualification of Insurers

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Land Bank Authority.
(3) Insurance Notices

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Land Bank Authority, 69 W Washington Street, Suite 2938, Chicago, Illinois 60602 at least thirty (30) days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to CCLBA certificates of insurance maintained by Contractor.

In no event shall any failure of CCLBA to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

**END OF SECTION**
7) ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENTS

Proposer must complete and return the "Economic Disclosure Statement & Forms" found on the following pages along with their proposal. In the event that further clarification is required on any of the information provided, CCLBA reserves the right to make any necessary inquiry with a Proposer for such purpose. Such inquiry, if made, may include a deadline by which time any necessary clarifying information must be submitted.

The forms are also available at http://www.cookcountylandbank.org/resources/bid-documents/

END OF SECTION
ECONOMIC DISCLOSURE STATEMENT

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COOK COUNTY LAND BANK AUTHORITY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a Contract or sub-Contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;

2) Has been convicted by federal, state or local government of an act of Proposal-rigging or attempting to rig Proposals as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 et seq.;

3) Has been convicted of Proposal-rigging or attempting to rig Proposals under the laws of federal, state or local government;

4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, et seq.;

5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;

6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;

7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8) Has entered a plea of nolo contendere to charge of bribery, price-fixing, Proposal-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a Contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the Contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. PROPOSAL-RIGGING OR PROPOSAL ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting Proposal-rigging or Proposal rotating.

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free Workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a Contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a Contract with Cook County Land Bank Authority ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 et seq).
F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its Contractual obligations.

G. MACBRIE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary Contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County Contract, the primary Contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;)

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of Section H of this EDS, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes Contracts with the following:

1) Not-For-Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);

2) Community Development Block Grants;

3) Cook County Works Department;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.
REQUIRED DISCLOSURES

1. **DISCLOSURE OF LOBBYIST CONTACTS**
   List all persons or entities that have made lobbying contacts on your behalf with respect to this Contract:

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2. **LOCAL BUSINESS PREFERENCE DISCLOSURE (CODE, CHAPTER 34, SECTION 34-151(p))**

   "Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public Contract is first advertised or announced and further which employs the majority of its regular, full time Work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public Contract is first advertised or announced and further which employs the majority of its regular, full time Work force within Cook County.

   a) Is Proposer a "Local Business" as defined above?
      Yes _____  No _____

   b) If yes, list business addresses within Cook County:

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   c) Does Proposer employ the majority of its regular full-time Workforce within Cook County?
      Yes _____  No _____

3. **THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-366)**

   Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

   All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit.

4. **REAL ESTATE OWNERSHIP DISCLOSURES.**

   The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

   a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

      PERMANENT INDEX NUMBER(S):

      (ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

      OR:

   b) _____ The Undersigned owns no real estate in Cook County.

5. **EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

   If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

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If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.
COOK COUNTY LAND BANK AUTHORITY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial CCLBAs, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and Contracts exceeding the value of $10,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial CCLBA means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information:
County Privilege: ____________________________________________

Applicant Information:
Last name: ___________________________ First Name: ___________________________ MI: ___________________________
SS# (Last Four Digits): __ _ _ _ Date of Birth: ____________________________
Street Address: ___________________________________________________________
City: ___________________________________________ State: ___________ Zip: _______
Home Phone: (____) ___________________ Driver's License No: ___________________________

Child Support Obligation Information:
The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an “X” next to “A”, “B”, “C”, or “D”).

A. The Applicant has no judicially or administratively ordered child support obligations.
B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations
D. The Applicant is not a substantial owner as defined above.

The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: ___________________________ Date: ____________________________
Subscribed and sworn to before me this ______ day of _________________________, 20__________
X __________________________________________________________________________
Notary Public Signature ___________________________ Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.
The Cook County Code of Ordinances (§2-610 et seq.) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this Contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to Contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by:

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant’s Statement (a “Holder”) must file a Statement and complete #1 only under Ownership Interest Declaration.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [ ] Applicant or [ ] Stock/Beneficial Interest Holder
This Statement is an: [ ] Original Statement or [ ] Amended Statement

Identifying Information:

Name: ________________________________ D/B/A: ________________________________ EIN NO.: ________________________________
Street Address: ________________________________ City: _______________ State: _______________ Zip Code: _______________
Phone No.: ________________________________

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [ ] Corporation [ ] Trustee of Land Trust
[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture
[ ] Other (describe) ________________________________
Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

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2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

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3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [ ] No

If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

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Declaration (check the applicable box):

[ ] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

[ ] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Name of Authorized Applicant/Holder Representative (please print or type) Title

___________________________
Signature

___________________________
Date

___________________________
E-mail address

___________________________
Phone Number

Subscribed to and sworn before me

this ____ day of ___________________, 20____

___________________________
Notary Public Signature

___________________________
Notary Seal
FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a Contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any Contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of $100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. Note: Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. Note: A current list of Contractors doing business with Cook County is available via the Cook County Board of Ethics’ website at: http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

“Calendar year” means January 1 to December 31 of each year.

“Doing business” for this Ordinance provision means any one or any combination of leases, Contracts, or purchases to or with Cook County or any Cook County agency in excess of $25,000 in any calendar year.

“Familial relationship” means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- Parent
- Grandparent
- Stepfather
- Child
- Grandchild
- Stepmother
- Brother
- Father-in-law
- Stepson
- Sister
- Mother-in-law
- Stepparent
- Aunt
- Son-in-law
- Stepbrother
- Uncle
- Daughter-in-law
- Stepsister
- Niece
- Brother-in-law
- Half-brother
- Nephew
- Sister-in-law
- Half-sister

“Person” means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.
SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any person* doing business* with Cook County must disclose, to the Cook County Board of Ethics, the existence of familial relationships* to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: ___________________________ Title: ___________________________

Business Entity Name: ___________________________ Phone: ___________________________

Business Entity Address: ___________________________

The following familial relationship exists between the County or any employee of the business entity contracted to do business with the County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name: ___________________________ Related to: ___________________________

Relationship: ___________________________

1. ______________________________________________

2. ______________________________________________

3. ______________________________________________

4. ______________________________________________

5. ______________________________________________

If more space is needed, attach an additional sheet following the above format.

There is no familial relationship that exists between the County or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

__________________________________________________________
Owner/Employee’s Signature

__________________________________________________________
Date

Subscribe and sworn before me this ______________ day of ____________, 20 __________.

a Notary Public in and for ____________________ County

__________________________________________________________
(Signature)

NOTARY PUBLIC

My Commission expires __________________

SEAL

Completed forms must be filed within 30 days of the execution of any Contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suit 3040
Chicago, Illinois 60602
SIGNATURE BY A SOLE PROPRIETOR

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS, and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: ___________________________________________________________

BUSINESS ADDRESS: _______________________________________________________

BUSINESS TELEPHONE: _______________________________ FAX NUMBER: _________

FEIN/SSN: _______________________________________________________________

COOK COUNTY BUSINESS REGISTRATION NUMBER: ___________________________

SOLE PROPRIETOR’S SIGNATURE: _________________________________________

PRINT NAME: ___________________________________________________________

DATE: ___________________________________________________________________

Subscribed to and sworn before me
this ___ day of ________________, 20____.

X____________________________________________________________________

Notary Public Signature

My commission expires:____________________________________________________

Notary Seal
SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: ____________________________________________________________

BUSINESS ADDRESS: __________________________________________________________

BUSINESS TELEPHONE: ________________________ FAX NUMBER:____________________

FEIN/SSN: __________________________________________________________________

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _______________________________________

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY:________________________________________ DATE:___________________________

Subscribed to and sworn before me My commission expires:
this ___ day of ____________________, 20____.
X_________________________________________________ ________________________________
Notary Public Signature Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.
SIGNATURE BY A LIMITED LIABILITY CORPORATION

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: 

BUSINESS ADDRESS: 

BUSINESS TELEPHONE: ___________________________ FAX NUMBER: ___________________________

CONTACT PERSON: 

FEIN: ___________________________ *CORPORATE FILE NUMBER: ___________________________

MANAGING MEMBER: ___________________________ MANAGING MEMBER: ___________________________

**SIGNATURE OF MANAGER: ___________________________

ATTEST: 

Subscribed to and sworn before me

this ____ day of ________________ , 20____.

Notary Public Signature Notary Seal

* If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.
SIGNATURE BY A CORPORATION

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: ____________________________________________________________

BUSINESS ADDRESS: __________________________________________________________

BUSINESS TELEPHONE: ___________________________ FAX NUMBER:____________________

CONTACT PERSON: ___________________________________________________________

FEIN: ___________________________ *CORPORATE FILE NUMBER:____________________

PLEASE LIST THE FOLLOWING OFFICERS:

PRESIDENT: ___________________________ VICE PRESIDENT: ___________________________

SECRETARY: ___________________________ TREASURER: ___________________________

**SIGNATURE OF PRESIDENT:_____________________________________________________

ATTEST:___________________________________________________ (CORPORATE SECRETARY)

Subscribed to and sworn before me

this _____ day of __________________, 20____.

X ____________________________________________

Notary Public Signature

My commission expires:

________________________________________________________________________

Notary Seal

*If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

**In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.