



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

Lake County will be accepting **only** electronic bid submissions for Invitation for Bid #21018 – Payment Services for Utility Bills for the Lake County Public Works Department.

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

1. Go to [www.lakecountypurchasingportal.com](http://www.lakecountypurchasingportal.com)
2. Click on the Bid Number: 21018
3. Click on register for this bid
4. Enter your username and password
5. Under the Submittals section you will be able to upload your bid submittal
  - a. Click on the browse button
  - b. Navigate your computer and select the appropriate file
    - i. Multiple files can be uploaded, each file can be no more than 20 MB
    - ii. Files can also be uploaded as a .zip file
  - c. Click on save submittals
  - d. Close the browser

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

1. Go to [www.lakecountypurchasingportal.com](http://www.lakecountypurchasingportal.com)
2. Click on the “Under Review” tab
3. Click on the Bid Number: 21018
4. Click on the “Events” tab
5. Join the Zoom Meeting by clicking on the meeting link
  - a. Please plan on joining the meeting at least 5 minutes early and mute your microphone.

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

Bid Number: 21018	Vendor Name: _____
Buyer: Yvette Albarran	
Bid Description: Printing Services for Utility Bills for the Lake County Public Works Department	Deliver to: Lake County <b>ATTN: PURCHASING DIVISION</b> 18 N. County Street – 9 <sup>th</sup> Floor Waukegan, IL 60085
*Bid Due Date: February 9, 2021 at 11:00 a.m. local time	

**\*Please note: Responses are due at 11:00 a.m. local time on Tuesday February 9, 2021. Please allow sufficient time for any technical issues you may have and upload your bid early. Please email Purchasing at [purchasing@lakecountyiil.gov](mailto:purchasing@lakecountyiil.gov) to receive confirmation that we have successfully received your submissions.**



**INVITATION TO BID**

Lake County  
Purchasing Division  
18 North County Street - 9th floor  
Waukegan, Illinois 60085-4350  
(847) 377-2929

[EMAIL: Purchasing@lakecountyil.gov](mailto:Purchasing@lakecountyil.gov)

**INVITATION TO BID – BIDDER’S INFORMATION**

Dealers Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State & Zip Code: \_\_\_\_\_

**SUBMISSION INFORMATION**

INVITATION#: 21018  
BID OPENING DATE: February 9, 2021  
TIME: 11:00 A.M. Central Standard Time  
LOCATION: Purchasing Division  
Submit one (1) complete bid in electronic format

Access Bid Results:  
<http://www.lakecountypurchasingportal.com>  
ISSUANCE DATE: January 20, 2021  
BUYER: Yvette Albarran

**Printing Services for Utility Bills for Lake County Public Works**

Item No.	Item	Est. Annual Quantity	Unit Price	Total Cost
1.0	Bills Printed/Folded/Mailed	188,000	\$	\$
2.0	Late Notices Printed/Folded/Mailed	27,000	\$	\$
3.0	Postage	215,000	\$	\$
	<b>TOTAL BASE BID AMOUNT</b>			<b>\$</b>
4.0	File, SFTP Site Setup	1	One Time Lump Sum	\$

**NOTE TO BIDDERS:** Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. Please be advised that any exceptions to these specifications may cause your bid to be disqualified.

If a bid includes any exceptions, Bidders must insert an "X" in the following box indicating a bid submission with exceptions.

**This section below must be completed in full and signed**

**Prompt payment discount:** \_\_\_\_% \_\_\_\_ days.

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

**Authorized Signature:** \_\_\_\_\_  
**Typed/Printed Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_

## LAKE COUNTY - INVITATION FOR BIDS: TERMS AND CONDITIONS

1. **AUTHORITY.** This Invitation for Bids is issued pursuant to applicable provisions of the Lake County Purchasing Ordinance.
2. **BID OPENING.** Sealed bids will be received at the Lake County Purchasing Division until the date and time specified, at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Lake County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or typewritten with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the County of Lake Purchasing Division. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.
5. **ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The County of Lake reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or to accept an alternate bid. The County reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the County, the County has sixty (60) days to accept. The County may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.
7. **INCURRED COSTS.** The County will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.
8. **AWARD.** It is the intent of the County to award a contract to the lowest responsible bidder meeting specifications. The County reserves the right to determine the lowest responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.
9. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
10. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
11. **TAXES.** Lake County is not subject to Federal Excise Tax. Per Illinois Compiled Statutes, 35 ILCS 120/2-5, Lake County is exempt from state and local taxes.
12. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number.
13. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.
14. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.
15. **INDEMNIFICATION.** The Seller shall indemnify and hold harmless the County, its agents, officials, and employees from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of granting the Contract.
16. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred. The County shall be entitled to recover its attorney's fees and expenses in any successful action by the County to enforce this contract.
17. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.
18. **WARRANTY.** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of this solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The County may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.
19. **REGULATORY COMPLIANCE.** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
20. **EQUAL EMPLOYMENT OPPORTUNITY.** Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.
21. **ROYALTIES AND PATENTS.** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the County harmless from loss on account thereof.
22. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be found exclusively in the 19<sup>th</sup> Judicial Circuit Court, State of Illinois.

**1. INTENT**

It is the intent of Lake County to enter into a contract with a successful bidder to provide printing and mailing services for the utility bills for the Lake County Public Works Department per the specifications and terms and conditions contained herein.

**2. BID PRICE**

The base bid price shall be all inclusive, including but not limited to printing, mailing, postage and mailing of late notices. Lake County is requesting separate one-time lump sum pricing for File, SFTP Site Setup.

**3. SUBMISSION OF BIDS**

Bids will be accepted until February 9, 2021 at 11:00 a.m. local time at the Lake County, ATTN: PURCHASING DIVISION, 18 N County Street – 9<sup>th</sup> Floor, Waukegan, IL 60085.

Each bid must include the following completed and signed forms:

- A. Cover Page
- B. Bid Sheet
- C. Reference Sheet
- D. Bidder Qualifications Sheet
- E. Value Added Services
- F. Certificate of Insurance
- G. Sustainability Statement
- H. Addendum Acknowledgement
- I. Vendor Disclosure Form
- J. Vendor Certification Form

**4. AWARD**

Award shall be made to the lowest responsive and responsible bidder that is in compliance with all specifications, terms, and conditions contained herein, including experience and qualifications. Lake County reserves the right to award this bid by item, in whole or in part if determined to be in the best interest of the County.

**5. PRECEDENCE**

Where there appears to be variances or conflicts, the following order of precedence shall prevail: Lake County Specifications; Lake County General Terms & Conditions, Lake County Invitation for Bids General Terms & Conditions and The Bidder's Bid Response.

**6. BIDDER QUALIFICATIONS**

All bidders must be qualified suppliers and demonstrate their capability to provide products required in accordance with the bid specifications.

**7. BID REVIEW**

After bid submittal, bids may be subjected to subsequent review. Lake County reserves the right to conduct follow up reference checks, request additional information or perform other activities related to comprehensive bid review and determination of the lowest responsive and responsible bidder who best meets the specifications.

**8. TERM**

This contract shall be in effect for a two (2) year period from the date of award. Lake County reserves the right to renew this contract for three (3) additional one (1) year period(s), subject to acceptable performance by The Bidder. At the end of any contract term, Lake County reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place. For any year beyond the initial year, this contract is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the County to appropriate funds in future contract years.

**9. JURISDICTION, VENUE, CHOICE OF LAW**

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

## **10. PURCHASE ORDER, INVOICE AND PAYMENTS**

Lake County will issue purchase order (s) for the goods/services under this contract. The Contractor shall submit invoice(s) detailing the services provided in accordance with the purchase order and payment provisions of this contract. Payment shall be made in accordance with the Local Government Prompt Payment Act.

## **11. TERMINATION**

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

## **12. REFERENCES**

References must be provided as requested on the Reference Page. Bidders shall complete and submit the Reference Form with their bid.

## **13. ADDITIONAL INFORMATION**

Should the bidder require additional information about this bid, please submit questions on our website at <http://lakecountypurchasingportal.com> by selecting the bid number and addendum link. Questions may also be submitted via email to [purchasing@lakecountyl.gov](mailto:purchasing@lakecountyl.gov). All questions shall be submitted no less than seven (7) days prior to the bid opening date. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

## **14. ADDENDA ACKNOWLEDGEMENT**

Any and all changes to the specifications and terms and conditions of this Bid are valid only if they are included by addendum issued by Lake County Purchasing. Bidders shall acknowledge addenda by signing the enclosed Addendum Acknowledgement form. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda as issued shall become part of the bid documents. It is the vendor's responsibility to check for addendums, posted on the website at <http://lakecountypurchasingportal.com> prior to the submittal due date. No notification will be sent when addendums are posted unless there is an addendum issued within three business days of the submittal due date.

## **15. UNBALANCED BIDDING**

Bidders shall not submit a bid, which contains irregularities of any kind, including unbalanced bids. By an unbalanced bid, it is meant that one or more separate items are substantially out of line with the current market price for the materials and/or work covered hereby. The County reserves the right not to award any items or to negotiate unit prices that appear excessive or unbalanced.

## **16. REPORTING REQUIREMENTS**

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

## **17. CHANGE IN STATUS**

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

## **16. EQUALITY**

Whenever these specifications mention an item by name and use specific descriptions as refers thereto, it is intended to convey to the bidder an understanding of the standard of excellence required. Items of equal type, quality, and size, which will conform substantially to the standard of excellence, established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. Manufacturer/model names provided in this bid specifications herein convey the standard and uniformity the Lake County demands. If bidding brands other than specified, product documentation must be submitted with your bid. Lake County shall make the final determination as to whether a substitute item is equal to the item specified.

## 17. INSURANCE

The contractor must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A-and provide the County with a Certificate of Insurance 15 days before the start of the project. , and thereafter annually for contracts/ projects that will last more than one year. Insurance in the following types and amounts is necessary and/or where applicable:

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

Workers Compensation Insurance covering all liability of the Contractor arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Contractor's employees, with limits listed below:

Employers Liability

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

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

### Commercial General Liability Insurance

Commercial General Liability Insurance in a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in following coverage forms where exposure exists:

- Premises and Operations,
- Independent Contractors,
- Products/Completed Operations
- Liability assumed under an Insured Contract/Contractual Liability
- Personal Injury and Advertising Injury,

With limits of liability not less than:

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

\$ 1,000,000 Personal and Advertising injury limit

\$ 2,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the contractor's projects away from premises owned or rented to contractor.

### Automobile Liability Insurance (if applicable)

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

The Contractor's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:

\$ 1,000,000 Combined single Limit (Each Accident)

### Professional Liability – Errors and Omissions (if applicable)

The Contractor's Architect/ Engineer/Consultants for the plans of the project shall be written with limits of insurance not less than the following:

\$ 1,000,000 per claim per policy year

Coverage shall be provided for up to three (3) years after project completion. Policy is to be on a primary basis if other professional liability is carried.

### Excess/ Umbrella Liability (if applicable)

Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage, limits of insurance will be based on size of project:

\$ 2,000,000 per occurrence limit (minimum, and may be higher depending on the project)

Liability Insurance Conditions

Contractor agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- b) The Contractor's insurance shall be primary in the event of a claim.

- c) Contractor agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change;
- d) Lake County shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to:

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

Failure to Comply: In the event the Contractor fails to obtain or maintain any insurance coverage required under this agreement, Lake County may purchase such insurance coverage and charge the expense to the Contractor.

**18. VALUE ADDED SERVICES**

Lake County will consider, Bidder's Value Added Services. Lake County considers Value Added Services to be additional services, certain specific business procedures, quality features, methods or additional business activities offered by the Bidder that when utilized directly or indirectly serve to increase the total value of the services proposed. Lake County invites Bidders to include Value Added Services with your Invitation to Bid by attaching additional pages to the Bid sheet I titled "**BIDDER'S VALUE ADDED SERVICES**". Bidder's Value Added Services must include specific information on your Value Added Service and present any potential costs.

**19. JOINT PURCHASING**

The purchase of goods and services pursuant to the terms of this Contract shall also be offered for purchases to be made by other governmental units, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each governmental unit and the successful bidder or proposer. The bidder or proposer agrees that Lake County shall not be responsible in any way for purchase orders or payments made by the other governmental units. The bidder or proposer further agrees that all terms and conditions of this Contract shall continue in full force and effect as to the other governmental units during extended terms. The credit or liability of each governmental unit shall remain separate and distinct. Disputes between bidders or proposers and governmental units shall be resolved between the immediate parties.

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

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

**20. NON-ENFORCEMENT BY THE COUNTY**

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

**21. HOLD HARMLESS CLAUSE**

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

**22. ASSIGNMENT OF CONTRACT**

The Contractor shall not assign this contract or any part thereof without the written consent of the County.

**1. Intent**

It is the intent of Lake County to enter into a contract with a successful bidder to provide printing and mailing services for the utility bills for the Lake County Public Works Department per the specifications and terms and conditions contained herein.

**2. Background**

Lake County is located in northeast Illinois, between the Chicago and Milwaukee metropolitan areas. Lake County is home to about 703,000 residents. Lake County is committed to open government and transparency, and the County board's conservative fiscal policies have allowed the County to maintain fiscal stability and achieve AAA bond rating from Standard & Poor's and Moody's.

The County of Lake is a unit of local government in the State of Illinois. The Lake County Public Works department provides retail sewer and water services for 33,000 customers across the county. Annually, Lake County Public Works produces approximately 188,000 utility bills. An additional 15% of which are late notices sent out for delinquent payments.

Lake County Public Works uses Harris Advanced CIS Infinity as their utility billing software and Itron Analytics software for their meter reading. Both software products provide customer facing portals.

Part of our environmental stewardship objectives is to encourage more customers to move to electronic bill notification and to use recycled paper in the bill production process, where economically feasible. As the electronic bill notification moves forward successfully the number of utility bills printed per month is anticipated to be reduced.

**3. Economic Opportunity Program**

Lake County launched a **Buy Local. Build Local. Work Local** initiative in 2013 to increase the outreach and procurement opportunities for businesses located within Lake County, including women-owned businesses and minority-owned business enterprises (L/W/MBE). The overarching objective is to maximize participation from these businesses in the County's procurement process, in accordance with applicable law. The County will take all necessary and reasonable steps to assure that business enterprises defined as L/W/MBE shall have a fair opportunity to participate in County contracts. As part of its Economic Opportunity Program (EOP) commitment the County will make every effort to achieve the following objectives:

- (a) To ensure nondiscrimination in the award and administration of contracts;
- (b) To create a level playing field on which L/W/MBEs can compete fairly for contracts by providing any necessary training and assistance in bid preparation;
- (c) To ensure that the County's EOP is narrowly tailored in accordance with applicable law;
- (d) To establish a means for firms identifying themselves as L/W/MBEs to register for procurement opportunities and work cooperatively with contracted firms to report on measures that demonstrates the County's commitment to its EOP; and,
- (e) To help remove barriers to the participation of L/W/MBEs through notification of contract opportunities.

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

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



**1. General Service Requirements:**

The successful bidder must meet or exceed the following minimum requirements:

- Bidder shall print and mail Lake County Public Works (LCPW) utility bills for their 33,000 retail customers encompassing the customer and include a return payment envelope.
- Bidder will design in conjunction with LCPW a three-color (black with a two-color logo), one-sided bill form that is 8 ½ x 11 in size.
- The bill design will include an appropriate scan line for remittance processing by selected provider, a message area (variable data text messages shall be printed in the highlight color ink), different sized fonts to enhance readability and a bar chart. Bidder will agree to purchase and maintain a sufficient supply of billing forms with return mailing envelopes to ensure an uninterrupted supply for printing requirements.
- Bidder will notify LCPW in writing, and receive approval from LCPW, of any required changes to forms or envelopes prior to implementation.
- LCPW will provide bidder with any additional forms to be inserted with the bills. The bidder must agree to receive a drop shipment of the inserts necessary to supply a one-month cycle of bills. LCPW will work with the bidder to design the inserts, in electronic or printed format, to conform to the specifications required for successful insertion by the equipment used by the bidder.

**2. Computer Related Processing Requirements:**

LCPW will provide the bidder with approximately 35 data files per month. LCPW data files will be transferred to the bidder via SFTP. It will be the responsibility of the bidder to assist LCPW during the configuration process of the SFTP link and to provide an SFTP site for upload. LCPW will bill in bi-monthly cycles of approximately 18,000 bills per month and as such LCPW will transmit approximately 35 data files to the bidder each month. Each one of these data files will be treated as a separate billing, and each shall be subject to the requirements set forth in this bid. LCPW uses Advanced CIS Infinity by Harris Computer system.

**3. Performance Requirement:**

Bidder will print, insert and mail all water and sewer bills for LCPW within 24 hours after successful receipt of the data file from LCPW. The bidder shall provide LCPW a document, or another method, indicating the number of bills received electronically for printing, as well as the postage breakdown as USPS Automation Qualified starting at First Class 5-Digit Rate of the billing cycle prior to the mailing of bills. Upon award of contract, the successful bidder must be ready to accept the first production data file within four (4) weeks from date of receipt of all required information from LCPW.

**4. Record Retention and Data Backup:**

Bidder will retain LCPW billing data file until the bidder receives the next data file or the bills are mailed or sent. Bidder should comment on daily backup rotation and storage of data in the bid package.

**5. Proposer Invoice Procedure:**

The bidder will provide LCPW a monthly invoice broken down by each data file or cycle sent by its two companies. The invoice will detail the number of bills processed by type and the amount of postage paid for each data file along with any other itemized charges.

**6. Postage Rates:**

All postage costs will be incurred by the bidder shall be billed at cost to LCPW as part of the monthly bill. LCPW will allow bidder to set up an escrow account for postage, if needed. The bidder will provide a monthly manifest detailing the total bills printed, mailed and the dollars billed to LCPW for postage services. LCPW stipulates that the price of the contract may change only as a result of changes in the United States Postal Service postage rates. It is dependent upon the Service Provider to keep LCPW informed of any changes in the postal rates. The bidder must mail the bills starting at the USPS 5-Digit Rate (or lowest) as qualifies to obtain the largest postage discounts. The bidder must have postal software in-house to process and sort. The bidder must CASS certify each cycle. Bar coding, arranging and sorting of the mail shall be utilized to qualify for the lowest postage charges consistent with USPS standards. It is required that the bidder have an on-site USPS MERLIN system for verifying mail quality prior to entry into the USPS distribution system. The mail should be delivered to the USPS within 24 hours of receipt of SFTP file from LCPW. The bidder shall make periodic recommendations for improving mail delivery, postage savings and reducing mailing costs.

**7. File Types:**

The required file types are .txt for bills and .pdf for notices.

**8. Confidentiality:**

Bidder on behalf of itself and its employees agrees to keep confidential and secure all records and other information with respect to LCPW and its customers. LCPW agrees to keep all information with respect to the bidder's system confidential, subject to Open Records Act. However, if either party is required to produce any such information by order of any governmental agency or other regulatory body, it may, upon not less than five (5) days written notice to the other party, release the required information.

**9. Data Ownership:**

All records, data, files, input materials, reports, forms and other data received, computed, developed, used and/or stored pursuant to this agreement are the exclusive property of the LCPW. All such records and other data shall be furnished without additional charge, except for the actual processing costs, to LCPW in available machine-readable form promptly upon termination of this agreement for any reason whatsoever. Furthermore, upon the LCPW's request at any time or times while this agreement is in effect, the proposer shall promptly deliver to LCPW at no additional cost, any or all of the data and records held pursuant to this agreement, in the form as requested by LCPW.

**10. Paper and Print Quality and Requirements:**

Printing shall be laser quality with a resolution of at least 300 x 300 DPI. The paper should be of a brightness factor to allow for a contrast ratio of paper to print to ensure reliable OCR scanning. Bills will be printed on 8 1/2" x 11", 24# bond, with perforation. The bidder must have the capability to print a bar chart displaying the customer's usage over a 12-month period.

The bidder must have the ability to print variable messages and data on the bills by utilizing highlight color text when requested.

Envelopes should be a window (#10) that will allow for the outgoing address on the bottom, with the return address and LCPW logo in the top left corner. Payment stubs will be designed with LCPW payment address revealed when inserted into provided return envelopes.

**11. Customer Service and Quality Controls:**

Bidder should indicate its customer service organizational structure for the services included. Bidder should describe the chain of command for problem resolution.

Bidder should describe its quality assurance and control check points within the printing and inserting operation. What process is used to ensure that the correct undamaged data production file was received.

Data formatting on the customer bill/statement and return envelopes will be in accordance with the requirements of the U.S. Postal Service. Any data receipt problems, print or insert errors should be reported to LCPW immediately upon recognition of such errors.

**12. Continuity of Service:**

The bidder should describe its resources and capabilities to provide continuity of service in terms of redundancy of systems, multiple locations or other capacities to assure an uninterrupted billing service to LCPW.

**13. Service Enhancements:**

LCPW is always seeking ways to be more efficient and to position itself for the future utilizing the latest technology to meet the needs of the ever-growing variable data applications. The bidder should comment on ancillary services that they are able to perform, for future use, such as on-line services and electronic bill presentment, along with other existing or new features and offerings, etc.

**14. Additional Information:**

Describe any other information not previously mentioned that should be given consideration.

(This section must be completed and returned with bid. Attach additional pages as required to complete required documentation.)

**A. Name and Address of Office from which this contract will be administered**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Account Manager: \_\_\_\_\_  
Email: \_\_\_\_\_  
# Years in Business: \_\_\_\_\_ Number of Employees: \_\_\_\_\_  
Annual Sales: \$ \_\_\_\_\_ Dunn & Bradstreet #: \_\_\_\_\_

**B. Name and Address of Maintenance, Service, and Technical consultant Lake County will contact as may be required to obtain technical assistance for repair and maintenance.**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Service Manager: \_\_\_\_\_

**C. List Additional Employees Who Will be Dedicated to Lake County for the Administration of This Contract:**

**(Attach additional pages as necessary)**

<b>NAME</b>	<b>POSITION TITLE</b>	<b>NUMBER OF YEARS</b>	<b>AREA OF RESPONSIBILITY / EXPERIENCE</b>	<b>TASK</b>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**Reference Form**

**Printing Services for Utility Bills for Lake County Public Works**

**January 2021**

List below other similar size clients for who you have provided similar services including experience with Harris Advanced CIS Infinity for Utility Billing Software and Itron Analytics Software for Meter Reading.

Agency Name: \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person and Email Address \_\_\_\_\_  
Dates of Service \_\_\_\_\_  
# of Employees \_\_\_\_\_

Agency Name: \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person and Email Address \_\_\_\_\_  
Dates of Service \_\_\_\_\_  
# of Employees \_\_\_\_\_

Agency Name: \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person and Email Address \_\_\_\_\_  
Dates of Service \_\_\_\_\_  
# of Employees \_\_\_\_\_

Agency Name: \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person and Email Address \_\_\_\_\_  
Dates of Service \_\_\_\_\_  
# of Employees \_\_\_\_\_

Agency Name: \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person and Email Address \_\_\_\_\_  
Dates of Service \_\_\_\_\_  
# of Employees \_\_\_\_\_

## SUSTAINABILITY STATEMENT INSTRUCTIONS

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

### INSTRUCTIONS

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

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

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

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

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

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

CONTINUE TO NEXT PAGE

# SUSTAINABILITY STATEMENT

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Attach additional sheets if necessary.

## Waste Minimization

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## Energy Efficiency

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## Water Efficiency

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## Staff

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## Education

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Addendum Acknowledgement #21018

The undersigned acknowledges receipt of the following addendum(s):

ADDENDUM #	SIGNATURE

*I have examined and carefully prepared the submittal documentation in detail before submitting my response to Lake County.*

Bid Number: #21018

Company Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_  
*Signature*

Authorized Representative: \_\_\_\_\_  
*Print*

Date: \_\_\_\_\_

It is the vendor's responsibility to check for addendums, posted on the website at <http://lakecountypurchasingportal.com> prior to the submittal due date. No notification will be sent when addendums are posted unless there is an addendum within three business days of the submittal due date.

If the submittal has already been received by Lake County, vendors are required to acknowledge receipt of addendum via email to [purchasing@lakecountyil.gov](mailto:purchasing@lakecountyil.gov) prior to the due date.

Submittals that do not acknowledge addendums may be rejected.

All responses are to be submitted in a sealed envelope. Envelopes are to be clearly marked with required submittal information.



# VENDOR DISCLOSURE STATEMENT

Vendor Name:			
Address:			
Contact Person:		Contact Phone #:	
Bid/RFP/SOI/Contract/Renewal:	Bid #21018		

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

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

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

### FAMILIAL RELATIONSHIPS

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

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

### CAMPAIGN CONTRIBUTIONS

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

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

Continuing disclosure is required if information changes. This Vendor Disclosure Statement form is available at [www.lakecountyiil.gov](http://www.lakecountyiil.gov).

The full text of the County's Ethics and Procurement policies and ordinances are available at [www.lakecountyiil.gov](http://www.lakecountyiil.gov).

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

Authorized Signature:		Title:	
Printed Name:		Date:	

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





# VENDOR CERTIFICATION FORM

Bid/RFP/SOI Number:	Bid #21018		
Vendor Name:			
Address:			
Primary Contact Name:			
Primary Contact Email Address:			
Primary Contact Phone Number:			
Project Manager Name:			
Project Manager Email Address:			
Project Manager Phone Number:			
# Years in Business:		Number of Employees:	
Annual Sales:	\$	Dunn & Bradstreet #:	
<b>Vendor Certification Statement: Please identify all of the following that apply to the ownership of this firm. This information is collected for reporting purposes only and not vendor selection. Please include a copy of the certification. (Definitions are included on the second page of Vendor Certification Form).</b>			
	Contractor certifies as a Minority – Business Enterprise (MBE)		
	Contractor certifies as a Women Business Enterprise (WBE)		
	Contractor certifies as a Veteran-Owned (VBE) Business Enterprise		
	Contractor certifies as a Persons with Disabilities Owned Business Enterprise (PDBE)		
	Contractor certifies as a Service-Disabled Veteran-Owned (SDVBE) Business Enterprise		
	Contractor certifies as a Business Enterprise Program (BEP)		
	Contractor certifies as a Small Disadvantaged Businesses (SDB)		
	Contractor certifies as a Veteran-Owned Small Business (VOSB)		
	Local Business		
	None		
Other (Specify)			
Certification Number:			
Certified by (Agency):			

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

\_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date

# Vendor Certification Definitions

- **Minority-owned business (MBE)**  
A business concern which is at least 51% owned by one or more minority persons, or in the case of a corporation, at least 51% of the stock in which is owned by one or more minority persons; and the management and daily business operations of which are controlled by one or more of the minority individuals who own it.
- **Woman-owned business (WBE)**  
A business which is at least 51% owned by one or more women, or, in the case of a corporation, at least 51% of the stock in which is owned by one or more women; and the management and daily business operations of which are controlled by one or more of the women who own it.
- **Veteran-owned Business Enterprise (VBE)**  
A small business (i) that is at least 51 percent owned, controlled and managed by one or more Eligible Veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Eligible Veterans.
  - Eligible Veteran means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.
  - Armed forces of the United States means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.
- **Persons with Disabilities Owned Business Enterprise (PDBE)**  
A small business (i) that is at least 51 percent owned, controlled and managed by one or more Persons with a Disability; or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled, and managed by one or more Persons with a Disability.
  - Disability or Disabled means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.
- **Service-Disabled Veteran-owned Business Enterprise (SDVBE)**  
A small business (i) that is at least 51 percent owned, controlled, and managed by one or more qualified service disabled veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Service Disabled Veterans.
  - Service-Disabled Veteran means an Eligible Veteran who has been found to have 10 percent or more service-connected disability by the United States Department of Veterans Affairs or the United States Department of Defense.
  - Service-connected disability means a disability incurred in the line of duty in the active military, naval or air service as described in 38 U.S.C. 101(16).
- **BEP – Business Enterprise Program**  
Business Enterprise Program (BEP) BEP assists businesses owned by minorities, women and people with disabilities gain access to the State of Illinois procurement process. BEP certification with the State of Illinois can also open the door to opportunities with other public and private entities which are looking for diverse suppliers.
- **Small Disadvantaged Businesses (SDB)**  
A Small Disadvantaged Business (SDB) is a small business owned and controlled by socially and economically disadvantaged individuals as defined by Federal Acquisition Regulation (FAR) 19.001
- **Veteran-Owned Small Business (VOSB)**  
A Veteran-Owned Small Business (VOSB) is a small business that is at least 51 percent owned by one or more veterans; or, if a publicly owned business, at least 51 percent of the stock is owned by one or more veterans. Also, one or more veterans control management and daily business operations of the firm.
- **Local business**  
Lake County launched a Buy Local. Build Local. Work Local initiative in 2013 to increase the outreach and procurement opportunities for businesses located within Lake County, including women-owned businesses and minority-owned business enterprises (L/W/MBE). The overarching objective is to maximize participation from these businesses in the County's procurement process, in accordance with applicable law.