



# LakeCounty Purchasing Division

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

Lake County will be accepting **only** electronic RFP submissions for Request for Proposal.

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

1. Go to [www.lakecountypurchasingportal.com](http://www.lakecountypurchasingportal.com)
2. Click on the RFP Number: #22134
3. Click on register for this bid
4. Enter your username and password
5. Under the Submittals section, you will be able to upload your RFP submittal
  - a. Click on the browse button
  - b. Navigate your computer and select the appropriate file
    - i. Multiple files can be uploaded, each file can be no more than 20 MB
    - ii. Files can also be uploaded as a .zip file
  - c. Click on save submittals
  - d. Close the browser

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

<u>BID/RFP No.</u> RFP #22134	Vendor Name: _____
<u>Buyer:</u> Yvette Albarran	Vendor Address: _____
<u>Bid/RFP Description:</u> Water, Sewer Rate and Connection Fee Study	Lake County <b>ATTN: PURCHASING DIVISION</b>
<u>BID/RFP Due Date*:</u> September 15, 2022, at 11:00 a.m.	18 N. County Street – 9 <sup>th</sup> Floor Waukegan, IL 60085-4350

**\*Please note: Responses are due at 11:00 a.m. local time on September 15, 2022. Please allow sufficient time for any technical issues you may have and upload your RFP early. Please email Purchasing at [purchasing@lakecountyil.gov](mailto:purchasing@lakecountyil.gov) to receive confirmation that we have successfully received your submission. The deadline for questions is September 8, 2022.**

**Lake County, Illinois**  
**Request for Proposals # 22134**  
**Water, Sewer Rate and Connection Fee Study**

Request for Proposal (RFP) is for the purpose of establishing a contract with a qualified firm to perform a Water, Sewer Rate and Connection Fee Study, as described herein.

**GENERAL REQUIREMENTS:** Proposers are to submit electronic proposals, to be opened and evaluated in private. Submit one (1) complete electronic unprotected copy via the Lake County Purchasing Portal and one (1) redacted copy that can be used to comply with the Illinois Freedom of Information Act (FOIA). Please refer to the FOIA statute, 5 ILCS 140/1 et seq., and specifically Section 7 therein, for an explanation of the information that may be redacted.

**SUBMISSION DATE & TIME:** **September 15, 2022, by no later than 11:00 a.m. local time.** Proposals received after the time specified will not be opened.

**CONTACT / QUESTIONS:** **All contact and questions regarding the Request for Proposal shall be with the Purchasing Division.** Should the proposer require additional information about this RFP, please submit questions on our website at <http://lakecountypurchasingportal.com> by selecting the RFP number and addendum link. Questions may also be submitted via email to [purchasing@lakecountyil.gov](mailto:purchasing@lakecountyil.gov). All questions shall be submitted no less than seven (7) days prior to the RFP opening date.

**CONTENTS:** The following sections, including this cover sheet, shall be considered integral of this solicitation:

- \*General Terms and Conditions
- \*Insurance and Bonding Requirements
- \*Special Terms and Conditions
- \*General Information
- \*Scope of Work
- \*Submittal Requirements
- \*Evaluation Criteria
- \*Proposal Price Sheet
- \*Addendum Acknowledgement
- \*General Information Sheet
- \*References
- \*Sustainability Statement
- \*Vendor Disclosure Statement
- \*Vendor Certification

If your RFP includes any exceptions, proposers must insert an "X" in the following box indicating a submission with exceptions and provide separately a submission with noted exceptions.

**NOTE TO PROPOSERS.:** Any and all exceptions to these specifications MUST be clearly and completely indicated in the Proposer's response to the RFP. Failure to do so may lead the County to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award

1. NEGOTIATIONS

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

2. CONFIDENTIALITY

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

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

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

3. RESERVED RIGHTS

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

4. INCURRED COSTS

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

5. AWARD

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

6. ADDITIONAL INFORMATION

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

7. DISCUSSION OF PROPOSALS AND NEGOTIATION

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

8. EXCEPTIONS

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

9. CONTRACT TERM

This procurement will result in an Agreement between parties and will be in effect for a term associated with agreed upon implementation plan and completion of work. Work is complete upon a determination of completion by Lake County, as measured against any statements of work or other documents or contractual terms that the parties have memorialized.

10. RESPONSIBILITY & DEFAULT

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

11. INTERPRETATION OR CORRECTION OF REQUEST FOR PROPOSALS

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

12. TAXES

The County is exempt from paying certain Illinois State Taxes.

13. TERMINATION

Lake County reserves the right to terminate this Agreement as set forth below.

a. Termination for Convenience:

Lake County reserves the right to terminate this Agreement, or any part of this Agreement, with or without cause, upon 30 days' written notice. In case of such termination, Consultant shall be entitled to receive payment from Lake County for work completed to the date of termination in accordance with the terms and conditions of this Agreement.

b. Termination Due to Material Breach:

In the event that this Agreement is terminated due to the Consultant's material breach, Lake County shall be entitled to purchase substitute items or services elsewhere and charge Consultant with losses the County incurs, including attorney's fees and expenses, notwithstanding any damage limitations the parties may agree to elsewhere.

c. Termination Due to Lack of Appropriations:

If sufficient funds are not appropriated by the Lake County Board to continue the services under this Agreement, then Lake County may terminate this Agreement. Lake County agrees to give written notice of termination to consultant at least 30 days prior to the end of the last fiscal year for which appropriations were made. Lake County shall remit payment for all work completed and approved or accepted by the County, to the date of termination. Termination under this subsection shall not entitle the Consultant to contractual damages of any kind.

d. Termination Due to Force Majeure Events:

(1) If a Force Majeure Event prevents a party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if that party uses reasonable efforts to perform those obligations, that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and that party complies with its obligations under section 16(d)(3), below.

(2) For purposes of this agreement, "Force Majeure Event" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party and any consequences of that event or circumstance.

(3) If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event and may terminate the Agreement based on it, with an obligation to pay only for services performed prior to the Force Majeure Event.

14. DEBARMENT AND SUSPENSION WITH LAKE COUNTY

The Lake County Purchasing Ordinance § 33.125 through 33.126 defines the County's Authority and Decision to Debar.

The Proposer certifies to the best of his or her knowledge and belief that the Proposer:

- A. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- B. Has not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- C. Is not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Has not, within a three-year period preceding this contract, had one or more public transactions (Federal, State, or local) terminated for cause or default.

Proposer agrees that, during the term of this Agreement, Bidder shall report to the County's contract administrator, within 10 days, any allegations to or findings by the National Labor Relations Board (NLRB) or Illinois Labor Relations Board (ILRB) that Proposer has violated a statute or regulation regarding labor standards or relations. If an investigation by the County results in a final determination that the matter adversely affects Consultant's responsibilities under this Agreement, then the County may terminate this contract.

15. NON-DISCRIMINATION

The Proposer agrees to and shall comply with (1) the Equal Opportunity Employer provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order Number 11246, as amended by Executive Order 11375, and (2) Chapter 33 of Title III of the Lake County Code of Ordinances (titled "Purchasing").

16. INDEMNIFICATION

The Proposer agrees to indemnify and defend Lake County (its employees, elected officials, executives, and agents) from all claims, actions, demands, judgments or liabilities, fines, penalties, and expenses, including without limitation reasonable legal fees and expert costs, arising out of this Agreement and arising from the Consultant's (its employees', executives', and agents') actions, whether negligent, reckless, or intentional. Lake County shall provide notice to consultant promptly of any such claim, suit, or proceeding, and will assist Consultant, at Consultant's expense, in

defending any such claim, suit, or proceeding.

17. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS

Any Agreement entered into as a result of this RFP shall not be assigned, delegated, or modified without the express written consent of both parties. The Agreement supersedes all other agreements, oral or written, between the parties with respect to the subject matter of the Agreement.

If Lake County agrees that the Consultant may assign, delegate, or subcontract the work under the Agreement, Consultant shall remain contractually liable to Lake County unless otherwise agreed in writing.

18. CHANGE ORDERS

In the event changes to the scope of the project or additional work become necessary or desired (a "Change"), the parties shall follow the procedures set forth in this Section to memorialize the change (a "Change Order"). A Change Order shall be effective only if documented in writing, dated, and signed by both parties, and expressly referencing this Agreement. The Change Order shall set forth in detail: (i) the Change requested, (ii) the reason for the proposed Change; (iii) the cost of the Change; and (iv) the Change's impact on the time for completing the project.

In the event either party desires a Change, the Project Manager for such party shall submit to the other party's Project Manager a proposed Change Order. If the receiving party does not accept the Change Order in writing within 10 business days, the receiving party shall be deemed to have rejected the Change Order. If the parties cannot reach agreement on a proposed Change, Contractor shall nevertheless continue to render performance under this Agreement in accordance with its (unchanged) terms and conditions.

Changes that involve or increase in the amounts payable by the County may require execution by the County Purchasing Agent. Some increases may also require approval by the County Board. In cases where the Purchasing Agent's signature is required, or where County Board approval is needed, the Change Order shall not be deemed rejected by County after 10 days if the County's Project Manager has indicated in writing within the 10-day period an intent to present the Change Order for appropriate signature or approval.

19. JURISDICTION, VENUE, CHOICE OF LAW AND PROFESSIONAL STANDARDS

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

20. CHANGE IN STATUS

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

21. DISPUTE RESOLUTION

All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Contract Disputes provision of the Lake County Purchasing Ordinance, § 33.097.

22. NON-ENFORCEMENT BY THE COUNTY

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

23. PRECEDENCE

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

#### 24. PERSONAL EXAMINATION

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

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

#### 25. PRICING

Pricing shall be included on Proposal Price Sheet. Please note, the price sheet must be completed and submitted with your response. Failure to complete and submit this form may cause you to be considered to be unresponsive to this RFP. A responsive Proposer is defined as a person who has submitted a proposal that conforms in all material respects to the requirements set forth in the Request for Proposal.

#### 26. JOINT PURCHASING

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

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

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

#### 27. ECONOMIC OPPORTUNITY PROGRAM

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

- (a) To ensure nondiscrimination in the award and administration of contracts;
- (b) To create a level playing field on which L/W/MBEs can compete fairly for contracts by providing any necessary training and assistance in bid preparation;
- (c) To ensure that the County's EOP is narrowly tailored in accordance with applicable law;

- (d) To establish a means for firms identifying themselves as L/W/MBEs to register for procurement opportunities and work cooperatively with contracted firms to report on measures that demonstrates the County's commitment to its EOP; and,
- (e) To help remove barriers to the participation of L/W/MBEs through notification of contract opportunities.

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

State law mandates an open and competitive procurement process and requires that publicly procured contracts be awarded with no demonstrated preference based on the proposer's location, race, and gender.

**28. REPORTING REQUIREMENTS FOR AWARDED CONTRACTS**

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

**29. LAKE COUNTY OWNERSHIP OF INFORMATION**

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

**30. JOINT VENTURES & SUCCESSFUL PROPOSER MERGERS, ACQUISITIONS, DIVESTITURES OR CHANGE IN STRATEGY**

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

**31. OUT OF POCKET EXPENSES**

All out-of-pocket expenses paid by the Proposer during the project will be incurred solely at the Proposer's expense. Lake County will allow the proposer to submit for reimbursement for out of pocket expenses for in person presentations specifically authorized by Lake County. The Proposer shall include receipts for all out of pocket expenses.

**32. INFORMATION SECURITY**

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

**33. INDEPENDENT CONTRACTOR, LICENSURE OR CERTIFICATIONS, KEY PERSONNEL**

- A. **Independent Contractor Status.** The parties intend that the Consultant will be an independent contractor.
- B. **Licensure or Certifications.** If required by law, the Consultant must at all times be and remain licensed or certified as a qualified provider of the services provided in this Agreement. Consultant shall submit copies of the required



licenses or certifications upon the County's request. Consultant shall promptly notify County in writing of any citation Consultant receives from any licensing or certification authority, including all responses and correction plans.

C. Where the parties have identified particular individuals as being critical to a project ("Key Employees"), then Consultant shall not replace Key Employees without the County's prior written consent, which shall not be unreasonably withheld. Should Key Employees be reassigned, become incapacitated, separate from the Consultant, or be otherwise unable to perform the functions assigned to them, Consultant shall (i) within 10 business days, temporarily replace the person with another properly qualified employee and (ii) within 30 calendar days, permanently replace the person.

Lake County shall have the right to request that Consultant replace Key Employees from the project by setting forth in writing the grounds for the request. Consultant shall have a reasonable time period in which to address the grounds or make a substitution.

D. Consultant shall complete its obligations under this Agreement in a sound, economical and efficient manner and in accordance with this Agreement and all applicable laws. Consultant agrees to notify Lake County immediately whenever it is unable to comply with applicable State, Federal, or local laws, rules and regulations. Where non-compliance materially impairs the Consultant from performing the services under this Agreement, the County may terminate the Agreement for cause.

#### 34. EQUAL EMPLOYMENT OPPORTUNITY

Contractor assures, with respect to operation of the WIOA-funded training or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions in sec. 188 of the Workforce Investment Act of 1998; USDOL regulation 29 CFR part 38, as amended; USDOL regulations at 29 CFR parts 31 and 32, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973 as amended; Title IX of the Education Amendments of 1972, as amended; the Age Discrimination Act of 1975 as amended; the Civil Rights Restoration Act of 1987; executive order 12250; Age Discrimination in Employment Act of 1967; Federal Equal Pay Act of 1963; ILLINOIS Equal Pay Act of 2003; U.S. department of labor regulations at 28 CFR part 42, subparts f & h; Title VII of the Civil Rights Act of 1964, as amended Victims Economic Security and Safety Act; the Veterans' Priority Provisions of the "Jobs for Veterans Act", public law 107-288.

#### 35. INVOICES & PAYMENT

- A. At the start of this Agreement, the County will issue a purchase order for the work and Proposer shall submit invoices detailing the products and services provided and identify the purchase order number on all invoices.
- B. Proposer shall maintain records showing the actual time its employees and agents devoted to the project, and the costs incurred. Proposer shall permit a representative from Lake County to inspect and audit all of Proposer's data and records for the work and services provided under this Agreement. Proposer shall make these records available at reasonable times during the Agreement period and for one year after the end of the Agreement.
- C. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, which generally requires approval of a vendor's bill within 30 days of receiving the invoice for the services contained in it, and payment within an additional 30 days (50 ILCS 505/1 *et seq.*).

Lake County's fiscal year ends on November 30. Invoices for services the Proposer has rendered up until November 30 of each year must be received by Lake County on or before January 15 of the subsequent calendar year.

Other than the timeframe for payments related to the end of Lake County's fiscal year, as stated above, Lake County shall not be held financially liable for payment of any services rendered if the invoice for such services is not sent to the County within 90 days from the date the services were provided.

If this Agreement is terminated prior to its expected expiration date, the Proposer must submit all invoices to Lake County no later than 30 days after the effective date of the termination.

Payment for invoices received beyond the time periods in this subsection will be denied, absent an agreement to the contrary. Failure of the Proposer to invoice the County in the timeframes noted in this section shall constitute the Proposer's waiver of the Proposer's right to payment.

36. PRESS/NEWS RELEASES

Consultant may not issue any press or news releases regarding this Agreement without prior approval from Lake County. Consultant shall provide notice to Lake County's Chief Communications Officer if contacted by the media regarding the services set forth in this Agreement.

The Consultant 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 upon each renewal date for contracts/projects that will last more than one year. Insurance in the following types and amounts is necessary:

Commercial General Liability Insurance

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

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

With limits of liability not less than:

- \$ 1,000,000 Each Occurrence
- \$ 1,000,000 Products-Completed Operations
- \$ 1,000,000 Personal and Advertising injury limit
- \$ 2,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the contractor's projects away from premises owned or rented to contractor.

Automobile Liability Insurance

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

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

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

Excess/ Umbrella Liability

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

- \$ 2,000,000 per occurrence limit (*minimum*)

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

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

Employers Liability

1. Each Accident \$1,000,000
2. Disease-Policy Limit \$1,000,000
3. Disease-Each Employee \$1,000,000

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

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 & non-contributory over Lake County’s insurance 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 volunteers and be provided with thirty (30) days’ notice, in writing by endorsement, of cancellation or material change. A blanket additional insured ISO endorsement is preferred for Contractors who have multiple projects with the County.
- d) Lake County shall be provided with Certificates of Insurance and should include the appropriate corresponding ISO form 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. No manuscript endorsements will be accepted. Any hard copies of said Notices and Certificates of Insurance and Endorsements shall be provided to:

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

- e) **Electronic copies of Notices, Certificates of Insurance and Endorsements can be emailed to [Purchasing@lakecountyil.gov](mailto:Purchasing@lakecountyil.gov) in place of hard copies.**

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.

**Proposers are subject to the following conditions if the use of Federal Funds is applied to this procurement.**

1. DEBARMENT AND SUSPENSION

This contract is covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Proposer is required to verify that none of the Licensor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Proposer must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction in enters into.

This certification is a material representation of fact relied upon by Lake County. If it is later determined that the Proposer did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Licensor, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000 subpart C throughout the period of any contract that may arise. Licensor agrees to include a provision requiring such compliance in its lower tier covered transactions.

2. PROHIBITION ON CERTAIN TELECOMMUNICATIONS

The proposed equipment will not utilize covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

3. ACCESS TO RECORDS

Proposer agrees to provide Lake County , the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Licensor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

Proposer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Proposer agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, Lake County and the Licensor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

4. DHS SEAL, LOGO AND FLAGS

Proposer shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

5. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. Proposer will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

6. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Proposer, or any other party pertaining to any matter resulting from the contract.

7. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Proposer acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Proposer's actions pertaining to this contract.

8. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

Proposers who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9. CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED

Proposers who apply or bid for an award of \$150,000 or more shall comply with the following provisions:

i. Clean Air Act

1. The Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Proposer agrees to report each violation to the LCHD and understands and agrees that the LCHD will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Proposer agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

ii. Federal Water Pollution Control Act

1. The Proposer agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Proposer agrees to report each violation to the LCHD and understands and agrees that the LCHD will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Proposer agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

1. INTENT

This Request for Proposal (RFP) is for the purpose of establishing a contract with a qualified firm to complete a comprehensive Rate Study. The project will include a study of the water and sewer rates and connection fees of the Lake County Department of Public Works (Department) water and sewer systems. The goals of this study are to: (1) develop rates and fees sufficient to meet the operating and capital needs of the Department and (2) to develop a rate structure based on the costs of serving the Department’s diverse customer base and its service characteristics.

2. LAKE COUNTY, ILLINOIS

Lake County is located in northeast Illinois, between the Chicago and Milwaukee metropolitan areas. Lake County is home to approximately 714,000 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. Lake County is governed by a 21-member board and managed by a County Administrator.

3. BACKGROUND

The Lake County Public Works Department (LCPWD) provides essential water and wastewater services to over 40% of the County’s residents, and the LCPWD owns and operates three water reclamation facilities, eleven water distribution systems, nearly 800 miles of sewer and water mains, and all associated infrastructure. The system is used to serve 25,000 retail water and sewer customers as well as 100,000 wholesale sewer customers. The County’s Capital Improvement Projects are anticipated for the foreseeable future, with an estimated annual value of \$10 to \$20 million. Federal and state infrastructure funding sometimes contribute additional money to the program.

The County strives to perform a rate and connection fee study every five years. The last rate study was completed in 2019. The Department of Public Works operates as an enterprise fund and receives 97% of its revenues through water and sewer charges and connection fees, with the remaining 3% coming from miscellaneous revenues.

4. CURRENT STATE - PROJECT

In 2019 the County prepared and completed a rate study. This study is currently in use and extends to 2029. There is a need for this study to be updated in light of the economic conditions and some funding received by the County.

5. PROJECT TIMELINE

To ensure that Lake County is able to implement the proposed solution, the proposers should indicate their ability to meet the deadlines indicated below:

Event	Date*
Release RFP	August 18, 2022
Deadline for RFP Inquiries for Clarification and Posting of Responses	September 8, 2022
Deadline for Proposal Submissions	September 15, 2022
Finalist Interviews	Week of October 3, 2020
Lake County Board Approval	November 8, 2022
Awarded Entity Begins Contract	November 14, 2022
Completion of Full Draft Report	February, 2023
Presentation to Committee	April, 2023
Submit Final Report	May, 2023

**\*This timeline may be subject to change.**

6. PROJECT STATUS

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

7. PERFORMANCE LEVELS/MONITORING

Lake County staff will monitor performance levels based on progress reviews and milestone reports, as specified in the project plan created by the Proposer.

8. ACCOUNT REPRESENTATIVE

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

9. WORK PRODUCT

All work product prepared by Proposer pursuant to a resulting Agreement, including, but not limited to, policies, reports, analysis, plans, designs, calculations, work drawings, studies, photographs, models, and recommendations shall be the property of Lake County. Proposer shall deliver the work product to Lake County upon completion of Proposer's work, or termination of the Agreement, whichever comes first. Proposer may retain copies of such work product for its records; however, Proposer may not use, print, share, disseminate, or publish any work product related to this Agreement without the consent of Lake County.



**SCOPE OF WORK**

**1. SCOPE OF WORK**

The Consultant shall furnish all services as required to prepare a comprehensive Water, Sewer Rate and Connection Fee Study. All proposals must meet or exceed the requirements contained herein.

The Consultant shall designate and assign a project manager who will act as the primary contact and will be responsible for the Consultant's work (including sub-consultant work if applicable). To ensure the project remains on schedule, the following project management activities will be expected:

The process of developing rates will necessitate several steps, which may include (but may not be limited to) the following:

- Determine current/projected water and sewer revenue requirements for the next 10 years.
- Determine current/projected water and sewer costs based on the County's actual use.
- Determine anticipated funding needs to implement the 10-year Capital Improvement Program (CIP).
- Determine the revenue requirement for providing water and sewer services to all customers.
- Allocate costs between usage rates, charges, and connection fees.
- Allocate the revenue requirement to the various types of services and regions based on cost drivers.
- Determine if forecasted rates are adequate to meet current/long-term debt liabilities and obligations requirements and generate sufficient cash flows.
- Determine financial impact if rates and connection fees are not increased.
- Evaluate any need to consolidate rate and connection fee service areas to reduce the number of rates and connection fee types.
- Recommend rates that are based on the full cost of providing service.
- Recommend water rates that utilize conservation pricing. The current water rates incorporate an inclining block.
- Establish connection fees based on the future capital needs and/or depreciation.
- Consideration should be given to funding past and future depreciation and replacement of facilities.
- Design rates based on allocated costs and management objectives by analyzing the County data which may include but is not limited to:
  - Annual budgets
  - Capital Improvement Program
  - Financial Statements
  - Final audits
  - Actual revenues and expenses
  - Applicable County policies
  - Intergovernmental Agreements for Wholesale
  - Contracts for goods or services
  - Current/historic retail customer data
  - Debt and loan payment schedules
  - Bulk water charges
  - Current/historic rate ordinances

**2. DELIVERABLES**

Prepare a Water and Sewer Rate and Connection Fee Study that incorporates all deliverables.

- Project plan outlining the steps within the project, project completion, corresponding timelines, and deliverables must be provided upon contract execution.
- Summarize the current and proposed rates for established service areas.
- Document rate and connection fee design and rate structures.
- Document significant policies and assumptions utilized in the rate study.
- Provide a summary of representative rates and connection fees utilized by local municipalities, and water/sewer agencies and districts and provide a market comparison.
- The benefits of any proposed modifications shall be weighed against the financial impacts on ratepayers.
- Include recommendations, as may be appropriate, for water and sewer reserves funding levels, emergency reserves, short-and long-term capital reserves and rate stability reserves.

- The recommended water, sewer and connection fee rate structure shall be planned for the next 10 years.

### 3. **REPORTS & PRESENTATIONS**

- A. Progress Reports and Project Status Meetings – the consultant shall provide progress reports to the Department on a regular basis and shall schedule, at a mutually agreed upon frequency, progress meetings to discuss the scope of this project and the progress made by the consultant in the performance of their obligations regarding this Study.
- B. Prepare a written report describing the work performed, findings and recommendations. The consultant shall submit a full draft report for staff review. The consultant shall revise the report based on County staff comments. The consultant shall then redistribute the corrected report and make a presentation to the County Administrator’s Office (CAO). After presenting the report to the CAO, the consultant shall discuss comments, modifications, and revisions. The consultant shall incorporate the comments from the CAO into the full draft report and redistribute.
- C. Prepare an executive summary, which clearly identifies the rate design and summarizes the existing and proposed rates and fees. The consultant shall submit the executive summary and report and shall make a presentation of the report to the County’s Public Works and Transportation (PWPT) Committee. A follow up presentation to the Financial and Administrative (F&A) committee may also be required as well as being available to address potential questions from the County Board. After presenting the report to the PWPT/F&A Committee, the consultant shall discuss comments, modifications, and revisions. The consultant shall incorporate the comments from the PWPT/F&A Committee into the final written report and executive summary.
- D. Upon completion of the presentations, and incorporation of the comments, modifications, and revisions, the consultant shall collate the final written report and executive summary into one document and deliver paper and digital copies of the report to the Department.
- E. At the County’s request, the consultant shall attend three (3) meetings with Committee and Board members held at the appropriate milestones. The consultant will present its finding and edit the study as needed to address all comments from the Committee or Board members. A subsequent meeting will be used to review the applied edits, and if appropriate, final approval from the Committee or Board.

DETAILED SUBMITTAL REQUIREMENTS

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

- A. Introduction Material and Executive Summary
- B. Company Background
- C. Relevant Experience
- D. Scope of Services
- E. Implementation Plan
- F. Project Management Team
- G. Client References
- H. Sample Deliverables
- I. Exceptions to the RFP
- J. Price Proposal / Value added services (attached)
- K. Sustainability Statement
- L. Vendor Disclosure Statement (attached)
- M. Vendor Certification Form (attached)
- N. Addendum Acknowledgement (attached)

**Introduction Material and Executive Summary**

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

**Company Background**

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

1. Company name and location of the corporate headquarters and of the nearest office to Lake County.
2. The number of years the company has been in business and the number of years the company has been providing services to the public sector.
3. Include information on the company's customer base, such as the number of public sector clients the company serves, the number of local government clients, and the number of public sector clients in the state.
4. Include a brief summary of the company's organizational characteristics such as the number of employees, their backgrounds, whether the company is privately held, publicly traded, or if it is a subsidiary to a parent company.
5. Describe any other business affiliations (e.g., subsidiaries, joint ventures, "soft dollar" arrangements with brokers).
6. Provide a list of your organization's Board of Directors/Decision-Making Body including name, title, and contact information. Please do not list your organization's Advisory Board.
7. Provide one to three examples of similar work including one reference for similar work with a Continuum of Care.
8. Provide a summary organizational chart. Identify the primary contact and describe the roles of each key person.
9. Provide detailed resumes for all key professionals who will be directly responsible for providing services to the County. Include the following information: title, number of years at your firm, total number of years of experience, professional designations, or licenses.

**Relevant Experience**

Relevant Experience shall clearly indicate the firm and which member on the project team participated in all relevant experience submitted. All experience submitted for a team member while in the employment of a different firm shall include their title and role on the project as well as the firm name that held the contract for all work submitted for relevant experience.

**Scope of Services**

This section of the proposal should include a general discussion of the Proposer's overall understanding of the project and the scope of work. For each item that is identified in the scope of services outlined in the specifications, please identify your company's approach and response to address the desired service outlined.

**Implementation Plan**

This section should describe the Proposer's implementation plan for each task identified in the scope of work. Provide proposed project plan timeline and outline specific areas that will require Lake County staff partnership. Provide project team resumes for key members of the implementation team expected to be on the project.

**Project Management Team**

Describe your approach relative to the delegation of responsibility and assignment of authority and interaction points with the County. Include a listing of key personnel and/or sub consultants proposed for the project team. Include a resume and/or relevant experience of each key team member and a brief description of the tenure or work history among team members.

Provide an organization chart graphically illustrating how your firm would staff and structure your proposed team to perform these projects. Include delegation of responsibility and assignment of authority and interaction points with the County.

List specific personnel (including sub consultants) proposed for the project team, including the project assignment and role or area of responsibility of each individual. State the current assignments for personnel proposed for the project, and their percentage of involvement at various stages. Provide a resume for each proposed team member, specifically stating tenure or experience with your firm, experience, and qualifications of each individual.

**Client References**

The County considers references to be an important factor in its decision to award a contract. Proposers should supply references that will be available to speak with the County. Three references should be provided that provided similar type of work completed in the past five to seven years. A reference sheet is included as a submittal as part of this RFP document.

**Sample Deliverables**

A sample of similar type of deliverables, identified in this RFP, shall be provided with your submittal.

**Exceptions to the RFP**

All requested information to this RFP must be supplied as this document and subsequent proposals submitted help form the basis for a contract with the selected proposer. Proposers may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section and written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the County and the descriptions of the advantages or disadvantages to the County as a result of the exception. The County, at its sole discretion, may reject any exceptions or specifications within the proposal.

**Price Proposal**

The price proposal cost sheeting included as part of this proposal shall be completed and returned with your response. Any additional services identified by the proposer shall be delineated separately for the County to consider.

**Value Added Services**

Please include any value-added services your firm provides in your submittal.

**Sustainability Statement**

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

**Vendor Disclosure Statement**

This disclosure statement is being filed in accordance with the Lake County Ethics Ordinance and Lake County Purchasing Ordinance. Effective January 2019, the Lake County Board implemented a Vendor Disclosure Statement Policy, which require vendors to disclose any familial relationships between a Lake County elected official, department director, deputy director, manager and owners, principals, or officers of the vendor's company as well as campaign contributions to County elected officials.

**Vendor Certification Form**

This certification form is information that Lake County is collecting for reporting purposes only and will not be used in vendor selection.

**Addendum Acknowledgment**

Any and all changes to the specifications and terms and conditions of this RFP are valid only if they are included by addendum issued by Lake County Purchasing. Proposers shall acknowledge addenda by signing the enclosed Addendum Acknowledgement form. It is the Proposer'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.

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

1. Consultant's experience with similar projects comparable in type, size, and complexity. Indicate the experience of the firm in conducting rate and connection fee studies of similar size and scope.
2. Qualifications of the consultant's staff assigned to perform the work with this project. The consultant shall identify the key personnel that will be assigned to this project and provide resumes of those individuals.
3. Consultant's understanding of the required tasks and needs as demonstrated in the consultant's scope of services. Describe your firm's understanding of the project and provide a clear description of the technical approach to be undertaken on the project, including the level of effort and estimated man-hours required for the proposed work. The consultant shall prepare a detailed Scope of Services for the project, detailing each of the items listed in the basic scope of services above. The consultant may include additional scope of service tasks for the County to consider for the overall success of the project.
4. Quality of Sample Deliverables.

**Interview**

Lake County reserves the right, as part of the evaluation process, to ask for additional materials, interview, or schedule site visits to any locations serviced by Proposers. Site visits may be scheduled or unscheduled as determined by the County. If applicable, the County shall contact Proposers to arrange an interview. Information provided as part of the interview may be used by Evaluation Committee to re-evaluate and re-rank Proposers.

**Additional Investigations**

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

**Best and Final Offer**

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

**Intent to Negotiate**

The County reserves the right to invite the most qualified proposer to negotiate final terms and conditions, finalize scope clarification and confirm final pricing and payment terms. The information received from the negotiation shall be found in the final contract document. If the parties are unable to negotiate a satisfactory contract the negotiations will be terminated. The County reserves the right to either begin negotiations with the qualified proposer that is next preferred or non-award the request for proposal.

**Water, Sewer Rate and Connection Fee Study**

**PROPOSAL PRICE SHEET**

**August 2022**

**THE PRICE PROPOSAL SHALL INCLUDE A TOTAL PRICE AS A FIXED FEE FOR ALL SERVICES DELINEATED IN THIS RFP. THE PROPOSER WILL CONSIDER ALL COSTS (LABOR, OVERHEAD, ADMINISTRATION, PROFIT, TRAVEL, ETC.) ASSOCIATED WITH PROVIDING THE SERVICES LISTED IN THIS RFP. ANY HOURLY RATES FOR SERVICES THAT MAY NOT BE INCLUDED SHALL BE PROVIDED WITH THE CORRESPONDING SERVICE AND RATE.**

All additional services beyond the initial scope of the project, identified by the Proposer as beneficial to the County, shall be delineated separately for the County to consider.

The quote will consider all costs (labor, material, overhead, administration, profit, travel, etc.) associated with providing the services listed in this RFP. (Please attach additional sheets if necessary)

Action Item	Proposed Price	Number of Hours
<b>TOTAL:</b>		

Please indicate any hourly rates for services that may not be included in the original scope of the RFP. (Please indicate below the positions and hourly rates.)

Position	Rate for Service

Please delineate any services out of scope for the ONE-STOP OPERATOR that may not be included in the original scope of the RFP.

Service	Proposed Price



**Addendum Acknowledgement RFP #22134**

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

ADDENDUM #	SIGNATURE

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

Submittal Number: #22134 \_\_\_\_\_

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

Authorized Representative: \_\_\_\_\_

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 posted 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@lakecountyl.gov](mailto:purchasing@lakecountyl.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.



**AUTHORIZED NEGOTIATORS:**

Name: \_\_\_\_\_ Phone # \_\_\_\_\_ Email Address: \_\_\_\_\_

Name: \_\_\_\_\_ Phone # \_\_\_\_\_ Email Address: \_\_\_\_\_

**BUSINESS ORGANIZATION:** (check one only)

\_\_\_\_ Sole Proprietor: An individual whose signature is affixed to this proposal.

\_\_\_\_ Partnership: State full names, titles, and addresses of all responsible principals and/or partners on attached sheet.

\_\_\_\_ Corporation: State of incorporation: \_\_\_\_\_

\_\_\_\_ Non-profit Corporation

\_\_\_\_ 501c3-- U.S. Internal Revenue Code

By signing this proposal document, the proposer hereby certifies that it is not barred from responding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Water, Sewer Rate and Connection Fee Study**

**August 2022**

**REFERENCES**

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

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

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

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

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

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## SUSTAINABILITY STATEMENT

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The County of Lake has a responsibility to balance fiscal, environmental, and social considerations into its operational decision-making process. The County's commitment to green and sustainable practices and good environmental stewardship was memorialized by the Lake County Board in the County's 2013 Strategic Plan where sustainability is listed as a value and a goal. This was further strengthened in September 2020 by adopting a Net Zero Emissions goal through Joint Resolution. Therefore, we shall promote environmentally preferable purchasing, whenever practical, by procuring goods or services that lessen the destructive effects on the environment and the health and well-being of all citizens.

Consideration of the practices adopted by our contracted firms is key to magnifying the impact of the County's sustainability measures. Proposers are requested to provide a Statement of Sustainability demonstrating the methods they have incorporated into their firms. Sustainability may be one of the scoring criteria included the evaluation rubric for the award of this contract.

### INSTRUCTIONS

Please provide a narrative outlining any policies or practices implemented by your firm to reduce your carbon footprint. Your response should include, but need not be limited to:

- A copy of your firm's sustainability policy, awards, and accolades.
- Practices such as waste minimization, energy/water efficiency, methods instituted to reduce pollution, green products utilized, staff education, community involvement and volunteerism.
  - Specifically include the percentage of your firm's energy that comes from renewable sources and percentage of your fleet that is non-emitting.
- Sustainable approaches your firm may have for this specific project.
- Cost variances to incorporate a more sustainable approach to this project and any calculated life cycle costs.



## VENDOR DISCLOSURE STATEMENT

Vendor Name:			
Address:			
Contact Person:		Contact Phone #:	
Bid/RFP/SOI/Contract/Renewal:	#22134		

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

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

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

### FAMILIAL RELATIONSHIPS

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

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

### CAMPAIGN CONTRIBUTIONS

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

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

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

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

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

Authorized Signature:		Title:	
Printed Name:		Date:	

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



# VENDOR CERTIFICATION FORM

Bid/RFP/SOI Number:	#22134		
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 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.