



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

Lake County will be accepting **only** electronic bid submissions for Invitation for Bid #23174 – Purchase of Sand, Gravel, Stone and Spoil Removal Services.

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: 23174
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: 23174
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: 23174	Vendor Name: _____
Buyer: Yvette Albarran	
Bid Description: Purchase of Sand, Gravel and Spoil Removal Services	Deliver to: Lake County
*Bid Due Date: November 9, 2023 at 11:00 a.m. local time	<b>ATTN: PURCHASING DIVISION</b> 18 N. County Street – 9 <sup>th</sup> Floor Waukegan, IL 60085

**\*Please note: Responses are due at 11:00 a.m. local time on November 9, 2023. 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. Deadline for questions is 12:00 p.m. local time on November 2, 2023.**



Lake County Purchasing Division  
 18 North County Street Ninth Floor-Admin  
 Waukegan, Illinois 60085-4350  
 (847) 377-2929

E-Mail: [purchasing@lakecountyil.gov](mailto:purchasing@lakecountyil.gov)

Access Bid Results:  
<http://www.lakecountypurchasingportal.com>

**SUBMISSION INFORMATION**

INVITATION: 23174  
 BID OPENING DATE: November 9, 2023  
 TIME: 11:00 a.m. local time  
 LOCATION: Lake County Purchasing  
 Submit 1 electronic copy

ISSUANCE DATE: October 18, 2023  
 BUYER: Yvette Albarran

**INVITATION TO BID VENDOR INFORMATION**

COMPANY NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY, STATE, ZIP CODE: \_\_\_\_\_

**PURCHASE OF SAND, GRAVEL AND SPOIL REMOVAL SERVICES**

<b>BID SHEETS</b>
<b>BIDDERS SHALL COMPLETE THE BID SHEETS BELOW</b>

**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.

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 to accept any request for 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: _____	Company Name: _____
Typed/Printed Name: _____	Date: _____
Title: _____	Telephone Number: _____
E-mail: _____	Fax Number: _____

**LAKE COUNTY PUBLIC WORKS AND LAKE COUNTY DIVISION OF TRANSPORTATION**

BID ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENSION
1.	SAND – FA6 (Torpedo Sand). Unit Price includes all cartage charges.	400	Ton	\$	\$
2.	GRAVEL – CA6- Grade 8 Limestone. Unit Price includes all cartage charges.	2,500	Ton	\$	\$
3.	GRAVEL – ¾" Limestone Chips. Unit Price includes all cartage charges.	600	Ton	\$	\$
4.	STONE – CA5 1½" (#8 Stone). Unit Price includes all cartage charges.	300	Ton	\$	\$
5.	STONE – Pea Gravel. Unit Price includes all cartage charges.	200	Ton	\$	\$
6.	GRAVEL – 1" to 3" Limestone. Unit Price includes all cartage charges.	100	Ton	\$	\$
7.	STONE - RR#3. Unit Price includes all cartage charges.	100	Ton	\$	\$
8.	PULVERIZED TOPSOIL. Unit Price includes all cartage charges.	400	Cubic Yard	\$	\$
9.	ROUGH TOPSOIL. Unit Price includes all cartage charges.	200	Cubic Yard	\$	\$
10.	HALSTO RR #4 (6" – 12' Limestone). Unit Price includes all cartage charges.	50	Ton	\$	\$
11.	HALSTO MED RR (9" – 18" Limestone). Unit Price includes all cartage charges.	50	Ton	\$	\$
12.	Washed #6 Stone (CA 7 – 11)	100	Ton	\$	\$
13.	SPOIL REMOVAL – Clean Asphalt – Pick-up, Haul Away, and Dump in 20-Ton Loads	800	Ton	\$	\$
14.	SPOIL REMOVAL – Clean Concrete – Pick-up, Haul Away, and Dump in 20-Ton Loads	200	Ton	\$	\$
15.	SPOIL REMOVAL – Black Dirt, Clay Loam, Grass, Gravel – P/U, Haul Away, and Dump in 20-Ton Loads	7,000	Ton	\$	\$
		<b>TOTAL BID ITEM #1. through BID ITEM #15.</b>			
BID ITEM #	UNIT PRICE BID ITEMS		UNIT	UNIT PRICE	
16.	Truck Rental Per Hour – driver included (6-wheel truck with approximate 10-Yard Capacity)		Hour	\$	
17.	Truck Rental Per Hour – driver included (semi-truck, tractor/trailer with approximate 20-Yard Capacity)		Hour	\$	

BID ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENSION
18.	Village of Lincolnshire – RED ROCK GRANITE (SCREENED) 3/8" AND UNDER. Unit Price includes all cartage charges.	30	Ton	\$	\$
19.	Village of Lincolnshire – GRAVEL – CA9- Grade 9 Limestone. Unit Price includes all cartage charges.	150	Ton	\$	\$
20.	Village of Lincolnshire – SAND – FA6 (Torpedo Sand). Unit Price includes all cartage charges.	150	Ton	\$	\$
21.	Village of Lincolnshire – GRAVEL – CA6- Grade 8 Limestone. Unit Price includes all cartage charges.	250	Ton	\$	\$
22.	Village of Lincolnshire – GRAVEL – ¾" Limestone Chips. Unit Price includes all cartage charges.	150	Ton	\$	\$
23.	Village of Lincolnshire – PULVERIZED TOPSOIL. Unit Price includes all cartage charges.	20	21 Ton Truckload	\$	\$
24.	Village of Lincolnshire – SPOIL REMOVAL – Clean Asphalt – Pick-up, Haul Away, and Dump in 20-Ton Loads	2	20 Ton Loads	\$	\$
25.	Village of Lincolnshire – SPOIL REMOVAL – Clean Concrete – Pick-up, Haul Away, and Dump in 20-Ton Loads	2	20 Ton Loads	\$	\$
26.	Village of Lincolnshire – SPOIL REMOVAL – Black Dirt, Clay Loam, Grass, Gravel – P/U, Haul Away, and Dump in 20-Ton Loads	75	15 Ton Loads	\$	\$
27.	Washed #6 Stone (CA 7 – 11)	50	Ton	\$	\$
		TOTAL BID AMOUNT FOR THE VILLAGE OF LINCOLNSHIRE			\$
28.	Village of Libertyville - GRAVEL – CA6- Grade 8 Limestone. Unit Price includes all cartage charges.	440	Tons	\$	\$
29.	Village of Libertyville - SPOIL REMOVAL – Clean Asphalt – Pick-up, Haul Away, and Dump in 20-Ton Loads.	100	Tons	\$	\$
30.	Village of Libertyville - SPOIL REMOVAL – Clean Concrete – Pick-up, Haul Away, and Dump in 20-Ton Loads	100	Tons	\$	\$
31.	Village of Libertyville - SPOIL REMOVAL – Black Dirt, Clay Loam, Grass, Gravel – P/U, Haul Away, and Dump in 20-Ton Loads	400	Tons	\$	\$
		TOTAL BID AMOUNT FOR THE VILLAGE OF LIBERTYVILLE			\$

BID ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENSION
32.	City of Waukegan - Sand – FA6 (Torpedo Sand)	500	Tons	\$	\$
33.	City of Waukegan – Gravel – CA6 – Grade 8 Limestone	350	Tons	\$	\$
34.	City of Waukegan - Pulverized Topsoil	250	CY	\$	\$
35.	City of Waukegan – Washed #6 Stone (CA7 – 11)	55	Tons	\$	\$
		TOTAL BID AMOUNT FOR THE CITY OF WAUKEGAN			\$

**1. INTENT**

The intent of Lake County is to a source of supply for the purchase of materials including sand, gravel, stone, and spoil removal services for Lake County Public Works Department in Libertyville, Illinois, the Division of Transportation, the Village of Lincolnshire, Village of Libertyville and the City of Waukegan. Please see appendix B for delivery information.

**2. SUBMISSION OF BIDS**

Bids will be accepted until **November 9, 2023 at 11:00 a.m. local time**, via the Lake County Purchasing Portal.

**3. SUBMITTALS**

For your bid to be considered responsive, please see the below list of submittals. A responsive bidder is defined as a person who has submitted a bid that conforms in all material respects to the requirements set forth in the invitation for bids.

- Original "Invitation to Bid" including signed form with Total Bid Amount.
- Electronic copy of the complete bid submission.
- Contractor Qualification Form.
- Equipment Capability Form.
- Sub-Contractor Information.
- Addendum Acknowledgement Form.
- Reference Form.
- Value Added Services.
- Statement of Sustainability.
- Vendor Disclosure Form.
- Vendor Certification Form.

**PURCHASE OF SAND, GRAVEL AND SPOIL REMOVAL SERVICES**  
**GENERAL TERMS AND CONDITIONS**

**October 2023**

**1. BACKGROUND**

Lake County is located in northeast Illinois, between the Chicago and Milwaukee metropolitan areas. Lake County is home to about 736,000 residents. Lake County is committed to open government and transparency, and the County Board's sound fiscal policies have allowed the County to maintain fiscal stability and to achieve AAA bond ratings from Standard & Poor's and Moody's.

**2. AWARD**

Lake County intends to award this contract, in whole, in part, by line item or by group to the lowest responsive and responsible bidder who is in compliance with the specifications, terms, conditions, evaluation criteria, and Contractor Qualifications Form contained herein. The Contractor shall have specific experience supplying similar materials/service to other customers with similar volume. Lake County reserves the right to request additional information subsequent to the bid date for evaluation purposes. Award for other participating local governmental units will be made by the government units.

**3. ENTIRE AGREEMENT**

This bid document contains our terms and conditions and constitute the entire agreement between Lake County and the awarded bidder. Modifications and exceptions taken to the terms and conditions contained herein must be formally accepted in writing by both parties.

**4. BID PRICE**

The price bid for each item is the full purchase price, including delivery to destination (any address within Lake County), and shall include all material costs, all labor, and equipment used in delivery, and includes but is not limited to:

- All transportation charges to and from destination.
- All premiums on insurance, bonds, material or service costs.
- All current or future surcharges on fuel or any other commodity.
- All other overhead charges of every kind and nature
- Purchase of material unit price includes the total amount for all material and all cartage charges.
- Purchase of spoil removal services includes the total amount for all cartage charges and legal disposal. The Unit Price includes the hourly rental rate, for the rental of the specified truck. The rate includes all related equipment charges, such as insurance and fuel usage. The rate also includes the use of a licensed driver. The driver must be qualified and capable of loading material using a Lake County provided wheel loader. Truck rental is an occasional service needed by Public Works, due to special circumstances or for special projects within Lake County.

**5. TERM**

This contract shall be in effect from the date of execution and continue until for the period until May 31, 2024 from the date of award. 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.

**4. DELIVERY CONDITIONS**

All Items shall be F.O.B. Destination. The term F.O.B. Destination shall mean delivered and unloaded at delivery sites within Lake County, designated by Public Works and other local government units, with all charges for transportation and unloading paid by the Contractor. Any claim for loss or damage shall be between the Contractor and the carriers.

**5. TERMINATION**

Lake County reserves the right to terminate this bid 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 (1) that party uses reasonable efforts to perform those obligations, (2) 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 (3) 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.

**6. VOLUME/ESTIMATED QUANTITY**

County does not guarantee any specific amount and shall not be held responsible for any deviation. Lake County does not guarantee that the County will buy any or all estimated quantities or total amounts. This contract shall cover the County's requirements whether more or less than the estimated amount. All orders received by the Contractor during the term of the contract shall be filled in accordance with the terms and conditions set forth herein. Lake County reserves the right to add or delete locations to this contract. Pricing of additional locations will be negotiated with the Contractor.

**7. SUBSTITUTIONS**

No substitutions will be allowed during the term of the contract without the express permission of the Lake County Purchasing Division. The Contractor may request permission to substitute items of equal or higher quality when sufficient inventories of an ordered item are not available for delivery within the time required by the using agency.

**8. 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 Terms & Conditions and the Contractor's Bid Response.



**9. INVOICES AND PAYMENT**

- A. At the start of this contract, the County will issue a purchase order for the work and bidder shall submit invoices detailing the products and services provided and identify the purchase order number on all invoices.
- B. Bidder shall maintain records showing the actual time its employees and agents devoted to the project, and the costs incurred. Bidder shall permit a representative from Lake County to inspect and audit all of Bidder’s data and records for the work and services provided under this contract. Bidder shall make these records available at reasonable times during the contract period and for one year after the end of the contract.
- 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 bidder 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 contract is terminated prior to its expected expiration date, the bidder 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 bidder to invoice the County in the timeframes noted in this section shall constitute the bidder’s waiver of the bidder’s right to payment.

Invoices shall be sent to the following address:

<b>Village of Lincolnshire</b> 205 Schelter Road Lincolnshire, IL 60069	<b>Lake County Division of Transportation</b> 650 W. Winchester Road Libertyville, IL 60048	<b>Village of Libertyville</b> 118 W. Cook Avenue Libertyville, IL 60048 mfarm@libertyville.com	<b>Lake County Public Works</b> 600 W. Winchester Road Libertyville, IL 60048	<b>City of Waukegan</b> 1700 N. McAree Rd. Waukegan, IL 60085
---	---	--	---	---

**10. 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.

**11. INDEMNIFICATION**

Bidder 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 bid and arising from the bidder’s (its employees’, executives’, and agents’) actions, whether negligent, reckless, or intentional. Lake County shall provide notice to bidder promptly of any such claim, suit, or proceeding, and will assist bidder, at bidder’s expense, in defending any such claim, suit, or proceeding.

**12. CONFIDENTIALITY**

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

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 bidder 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.

### **13. ASSIGNMENT**

Any Agreement entered into as a result of this bid 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 bidder may assign, delegate, or subcontract the work under the Agreement, bidder shall remain contractually liable to Lake County unless otherwise agreed in writing.

### **14. ADDENDA**

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. ADDITIONAL INFORMATION**

Should the bidder require additional information about this bid, please submit questions on our website at <http://lakecountypurchasingportal.com> by selecting the bid number and addendum link. Questions may also be submitted via email to [purchasing@lakecountyil.gov](mailto:purchasing@lakecountyil.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.

### **16. 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.

### **17. CHANGE IN STATUS**

The Contractor 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.

### **18. 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. The Bidder agrees that Lake County shall not be responsible in any way for purchase orders or payments made by the other governmental units. The Bidder 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 and governmental units shall be resolved between the immediate parties.

The Bidder 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 Bidder and the other governmental unit.

The Bidder 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.

## **19. 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.

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 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.

## **20. 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 bidder certifies to the best of his or her knowledge and belief that the bidder:

- 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.

Bidder 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 Bidder 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.

**21. NON-DISCRIMINATION**

During the term of this agreement, Bidder 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").

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

- 1. Debarment and Suspension.** This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor 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).

**Contractor 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 Contractor does 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.

Contractor 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. Access to Records.** Contractor agrees to provide Lake County, the U.S. Department of Treasury, 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.

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

- 3. No Obligation by Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

- 4. Program Fraud and False or Fraudulent Statements or Related Acts.** Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

- 5. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors 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.

The undersigned shall require that the language of this attestation be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly to the tier above.

A failure to follow self-certification procedures may result in a civil penalty. Per 31 U.S. Code § 1352 Any person who fails to file or amend a declaration required to be filed or amended under subsection (b) of this section shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**6. Clean Air Act (42 U.S.C. 7401-7671q.) , as amended.** Contractors who apply or bid for an award of \$150,000 or more shall comply with the following provisions:

**i. Clean Air Act**

1. The Contractor 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 Contractor 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 Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance

**7. Procurement of Recovered Materials.** In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

1. Competitively within a timeframe providing for compliance with the contract performance schedule.
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**8. Access to Records.** Contractor 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 Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

Contractor 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 Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the U.S. Department of Treasury or the Comptroller General of the United States.

**9. Copeland Anti-Kickback Act.** The Contractor agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this Agreement, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

**10. Contractor Work Hours and Safety Standards Act.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty

hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

In the event of any violation of the above clause the contractor or any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the above clause, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause above.

Lake County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages.

The contractor or subcontractor shall insert into any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier contractor.

**11. Equal Employment Opportunity.** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Contractor will include the provision of this Section in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federal assisted construction work. *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with administering agency and the Secretary of Labor in obtaining the compliance of contractors or subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## **12. Federal Water Pollution Control Act**

1. The Contractor 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 Contractor 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 Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **13. Domestic Preference for Procurements**

As appropriate and to the extent consistent with law, Lake County, to the greatest extent practicable under a Federal award of American Rescue Plan dollars, provides a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products)

a) For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### **14. Minority and Women Business Enterprises.**

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), *when applicable*. Accordingly, the contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources [12] of supplies, equipment, construction and services. Affirmative steps shall include the following:

1. Including qualified women's business enterprises and small and minority businesses on solicitation lists.
2. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources.
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises.
4. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business; and
5. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and the North Carolina Office for Historically Underutilized Businesses.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women. Additionally, an MBE or WBE qualifies if it is currently certified as a North Carolina "historically underutilized business" under N.C.G.S. §143-128.4(a) and qualifies as a "small business" if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

### **15. 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).

### **16. Assurances of Compliance with Title VI of the Civil Rights Act of 1964**

Contractor and any subcontractor, or the successor, transferee, or assignee of contractor or any subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving

federal financial assistance, 42 U.S.C. §§ 2000d et seq., as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this contract.18

**17. Publications**

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.

**18. Increasing Seat Belt Use in the United States.**

Pursuant to Executive Order 13043, 62 Fed. Reg.19216 (Apr. 18, 1997), contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

**19. Reducing Text Messaging While Driving.**

Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), contractor is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

All Contracts may be subject to change

The Contractor must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A- VIII 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:

**Commercial General Liability Insurance (Required)**

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 – up to 2 years after each project completion
- 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**

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)

**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**

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.

**Professional Liability – Errors and Omissions**

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.

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. Certificate of Insurance should also be sent to other participating local governmental units, as identified in Exhibit B.

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.

**1. WORK INCLUDED**

Normal delivery shall be a full load on an as-required basis and shall be made within twenty-four (24) hours after receipt of order by department. Deliveries must be made within the following hours ONLY: 7:00 a.m. - 3:00 p.m. to the Public Works Department in Libertyville, Illinois or to other sites within Lake County as designated by the Public Works Department. Unless directed differently by other participating local governmental units as identified in appendix

Items shall be ordered on an as-required basis and shall include delivery of all materials ordered, regardless of quantity. Emergency orders shall be delivered within one (1) hour after receipt of order. When placing an emergency order, local government units will identify the order as an emergency order.

The current mode of operation is to round-robin material in and spoil out. After delivery and unloading of materials at Public Works' Libertyville, IL location, the Public Works employee will load spoil onto the Contractor's truck, utilizing Lake County's loader. An authorized Lake County employee must be present to sign every delivery ticket. Public Works personnel will only accept after-hours emergency deliveries with proper and confirmed notification. Unless directed differently by other participating local governmental units.

**2. PRODUCT SPECIFICATIONS**

All materials shall meet the current standard as specified by the State of Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction.

**3. SPOIL DISPOSAL**

Spoil must be hauled away and disposed of in a permitted and legal dump site.

**4. SAMPLES**

Lake County reserves the right to request samples of the items intended to be furnished in the performance of work specified under this contract. Samples must be received with two (2) days of request. Samples must be furnished at no charge.

**PURCHASE OF SAND, GRAVEL AND SPOIL REMOVAL SERVICES  
CONTRACTOR QUALIFICATIONS**

**October 2023**

(ATTACH ADDITIONAL PAGES AS NEEDED)

**Name and address of office from which this contract will be administered**

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Project Manager \_\_\_\_\_

# Years in Business \_\_\_\_\_ Number of Employees \_\_\_\_\_  
(Minimum 5 years)

Annual Sales: \$ \_\_\_\_\_ Dunn & Bradstreet \_\_\_\_\_

List employees who will be dedicated to Lake County: (Attach additional pages as necessary)

Name	Position	# Years	Responsibility/Experience	Task

**PURCHASE OF SAND, GRAVEL AND SPOIL REMOVAL SERVICES  
 CONTRACTOR QUALIFICATIONS (continued)**

**October 2023**

Contractor shall respond to each of the following **minimum** requirements indicated below. Contractor shall provide an explanation for each “Non-Compliant” response. Attach additional pages if necessary.

**Qualifications shall include, at a minimum:**

	<b>Qualifications</b>	<b>Compliant</b>	<b>Non-Compliant</b>	<b>Explanation</b>
1	Material quality			
2	Ability to perform in accordance with the specifications			
3	Suitability of material, service and equipment offered for intended use			
4	References			
5	Timeliness of delivery			
6	Diversity of products			
7	Providing similar materials/service to other organizations of similar size for a minimum of five years			
8	Proximity to Lake County			_____ miles
9	Number of years in business <b>(Minimum 5 yrs.)</b>			_____ years in business
10	Staffing			_____ drivers





**PURCHASE OF SAND, GRAVEL AND SPOIL REMOVAL SERVICES**  
**SUB-CONTRACTOR INFORMATION**

**October 2023**

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: \_\_\_\_\_ # Years in Business: \_\_\_\_\_

Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services provided by Sub-Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

.....  
Name: \_\_\_\_\_ # Years in Business: \_\_\_\_\_

Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services provided by Sub-Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

.....  
Name: \_\_\_\_\_ # Years in Business: \_\_\_\_\_

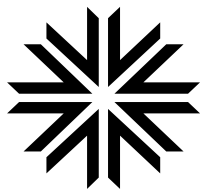
Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services provided by Sub-Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# LakeCounty

## Addendum Acknowledgement #23174

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: 23174

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.

**PURCHASE OF SAND, GRAVEL AND SPOIL REMOVAL SERVICES**

**October 2023**

**REFERENCES**

List below other organizations (users of similar size and structure to Lake County preferred) for which these or other similar services have been provided:

Agency Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Dates of Service \_\_\_\_\_  
Project Description \_\_\_\_\_

Agency Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Dates of Service \_\_\_\_\_  
Project Description \_\_\_\_\_

Agency Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Dates of Service \_\_\_\_\_  
Project Description \_\_\_\_\_

Agency Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Dates of Service \_\_\_\_\_  
Project Description \_\_\_\_\_

Agency Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Dates of Service \_\_\_\_\_  
Project Description \_\_\_\_\_

**PURCHASE OF SAND, GRAVEL AND SPOIL REMOVAL SERVICES  
VALUE ADDED SERVICES**

**October 2023**

Please include any value-added services your firm provides in your response:


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.
  - o 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:	23174		

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:	23174		
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.



## Appendix B

### Contact Information:

Agency Name	Delivery Location	Contact Name	Contact Phone Number	Contact Email
Lake County Public Works	Various Lake County Facilities	Juan Cisneros	847-377-7161	<a href="mailto:JCisneros@lakecountyil.gov">JCisneros@lakecountyil.gov</a>
Village of Lincolnshire	205 Schelter Road Lincolnshire, IL 60069	Brad Woodbury	847-913-2381	<a href="mailto:bwoodbury@lincolnshireil.gov">bwoodbury@lincolnshireil.gov</a>
Lake County Division of Transportation	600 Winchester Road, Libertyville, IL	Larry Savage	847-377-7422	<a href="mailto:LSavage@lakecountyil.gov">LSavage@lakecountyil.gov</a>
Village of Libertyville	600 North Ave. Libertyville, IL 60048	Marty Wittrock	847-918-2070	<a href="mailto:mwittrock@libertyville.com">mwittrock@libertyville.com</a>
City of Waukegan	1700 N. McAree Rd. Waukegan, IL 60085	Shannon Cisneros Alonzo Jenkins	847-625-6830 or 224-370-8582 847-376-0394	<a href="mailto:shannon.cisneros@waukeganil.gov">shannon.cisneros@waukeganil.gov</a> <a href="mailto:alonzo.jenkins@waukeganil.gov">alonzo.jenkins@waukeganil.gov</a>