

# Lake County Purchasing Division

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

Lake County will be accepting **only** electronic bid submissions for Invitation for Bid#23145 – Snow Plowing and Snow Removal Services for Various Lake County Locations.

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: 23145
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: 23145
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: 23145	Vendor Name: _____
Buyer: Yvette Albarran	
Bid Description: Snow Plowing and Snow Removal Services for Various Lake County Locations	Deliver to: Lake County <b>ATTN: PURCHASING DIVISION</b> 18 N. County Street – 9 <sup>th</sup> Floor Waukegan, IL 60085
*Bid Due Date: September 12, 2023 at 11:00 a.m. Central Standard Time.	

**\*Please note: Responses are due at September 12, 2023 at 11:00 a.m. Central Standard Time. Please allow sufficient time for any technical issues you may have and upload your bid early. Please email Purchasing at [purchasing@lakecountyil.gov](mailto:purchasing@lakecountyil.gov) to receive confirmation that we have successfully received your submissions. Deadline for questions: September 5, 2023 at 12:00 p.m. Central Standard Time.**



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

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

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

**SUBMISSION INFORMATION**

INVITATION: 23145  
 BID OPENING DATE: September 12, 2023  
 TIME: 11:00 a.m. CST  
 LOCATION: Lake County Purchasing  
 Submit 1 electronic copy

ISSUANCE DATE: August 18, 2023  
 BUYER: Yvette Albarran

**INVITATION TO BID VENDOR INFORMATION**

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

**SNOW PLOWING AND SNOW REMOVAL SERVICES FOR VARIOUS LAKE COUNTY LOCATIONS**

GROUP A	Round Lake Beach Branch Court	TOTAL - GROUP A	\$
GROUP B	Park City Branch Court	TOTAL - GROUP B	\$
GROUP C	Mundelein Branch Court	TOTAL - GROUP C	\$
GROUP D	Children's Advocacy Center	TOTAL - GROUP D	\$
GROUP E	Lake County Multi-Departmental Storage Facility (MDSF)	TOTAL - GROUP E	\$
GROUP F	Depke Juvenile Justice Complex	TOTAL - GROUP F	\$
TOTAL (GROUPS A, B, C, D, E, & F)			\$

**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: \_\_\_\_\_  
 Typed/Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 E-mail \_\_\_\_\_

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

**SNOW PLOWING AND SNOW REMOVAL SERVICES FOR VARIOUS LAKE COUNTY LOCATIONS  
ADDITIONAL BID SHEETS**

**AUGUST 2023**

Bid Item	Location	Parking Lot Size	Quantity	Unit	Unit Price	Extension
<b>GROUP A</b>	Round Lake Beach Branch Court	71,220 Sq. Ft.				
1A.	Snow Plowing, including De-Icing/Salting for an event greater than 2" up to 5".		12	Per Event	\$	\$
2A.	Snow Plowing, including De-Icing/Salting for an event greater than 5" up to 8".		5	Per Event	\$	\$
3A.	Snow Plowing, including De-Icing/Salting for an event greater than 8" up to 12".		3	Per Event	\$	\$
4A.	Anti-Icing (Pre-Treatment) of Parking Lot ONLY		12	Per Event	\$	\$
5A.	Anti-Icing (Pre-Treatment) of Sidewalks ONLY		12	Per Event	\$	\$
6A.	De-Icing of Parking Lot ONLY.		5	Per Event	\$	\$
7A.	De-Icing of Sidewalks ONLY.		5	Per Event	\$	\$
8A.	Clearing of Sidewalks ONLY, including De-icing/Salting, for an event greater than 1" up to 2".		5	Per Event	\$	\$
9A.	Clearing of Sidewalks ONLY, including De-icing/Salting, for an event greater than 2" up to 5".		12	Per Event	\$	\$
10A.	Clearing of Sidewalks ONLY, including De-icing/Salting, for an event greater than 5" up to 8".		5	Per Event	\$	\$
11A.	Clearing of Sidewalks ONLY, including De-icing/Salting, for an event greater than 8" up to 12". Refer to Unit Price Item 3.0 on page 9, if greater than 12".		3	Per Event	\$	\$
	<b>TOTAL FOR BID ITEMS #1A THROUGH #11A</b>					\$
<b>12A.</b>	<b>This item is considered a UNIT PRICE ITEM. This Unit Price will be the price for Snow Plowing, including De-Icing/Salting for an event greater than 12", at this location. Enter the price to be added to Bid Item #3A, for an additional 2" of snow. This will allow for pricing events greater than 12", by adding this Unit Price in 2" increments.</b>					\$

Bid Item	Location	Parking Lot Size	Quantity	Unit	Unit Price	Extension
<b>GROUP B</b>	Park City Branch Court	116,800 Sq. Ft.				
1B.	Snow Plowing, including De-Icing/Salting for an event greater than 2" up to 5".		12	Per Event	\$	\$
2B.	Snow Plowing, including De-Icing/Salting for an event greater than 5" up to 8".		5	Per Event	\$	\$
3B.	Snow Plowing, including De-Icing/Salting for an event greater than 8" up to 12".		3	Per Event	\$	\$
4B.	Anti-Icing (Pre-Treatment) of Parking Lot ONLY		12	Per Event	\$	\$
5B.	Anti-Icing (Pre-Treatment) of Sidewalks ONLY		12	Per Event	\$	\$
6B.	De-Icing of Parking Lot ONLY.		5	Per Event	\$	\$
7B.	De-Icing of Sidewalks ONLY.		5	Per Event	\$	\$
8B.	Clearing of Sidewalks ONLY, including De-icing/Salting, for an event greater than 1" up to 2".		5	Per Event	\$	\$
9B.	Clearing of Sidewalks ONLY, including De-icing/Salting, for an event greater than 2" up to 5".		12	Per Event	\$	\$
10B.	Clearing of Sidewalks ONLY, including De-icing/Salting, for an event greater than 5" up to 8".		5	Per Event	\$	\$

Bid Item	Location	Parking Lot Size	Quantity	Unit	Unit Price	Extension
11B.	Clearing of Sidewalks ONLY, including De-icing/Salting, for an event greater than 8" up to 12". Refer to Unit Price Item 3.0 on page 9, if greater than 12".		3	Per Event	\$	\$
<b>TOTAL FOR BID ITEMS #1B THROUGH #11B</b>						\$
<b>12B.</b>	<b>This item is considered a UNIT PRICE ITEM. This Unit Price will be the price for Snow Plowing, including De-icing/Salting for an event greater than 12", at this location. Enter the price to be added to Bid Item #3B, for an additional 2" of snow. This will allow for pricing events greater than 12", by adding this Unit Price in 2" increments.</b>					\$

Bid Item	Location	Parking Lot Size	Quantity	Unit	Unit Price	Extension
<b>GROUP C</b>	Mundelein Branch Court	97,000 Sq. Ft.				
1C.	Snow Plowing, including De-icing/Salting for an event greater than 2" up to 5".		12	Per Event	\$	\$
2C.	Snow Plowing, including De-icing/Salting for an event greater than 5" up to 8".		5	Per Event	\$	\$
3C.	Snow Plowing, including De-icing/Salting for an event greater than 8" up to 12".		3	Per Event	\$	\$
4C.	Anti-Icing (Pre-Treatment) of Parking Lot ONLY		12	Per Event	\$	\$
5C.	Anti-Icing (Pre-Treatment) of Sidewalks ONLY		12	Per Event	\$	\$
6C.	De-Icing of Parking Lot ONLY.		5	Per Event	\$	\$
7C.	De-Icing of Sidewalks ONLY.		5	Per Event	\$	\$
8C.	Clearing of Sidewalks ONLY, including De-icing/Salting, for an event greater than 1" up to 2".		5	Per Event	\$	\$
9C.	Clearing of Sidewalks ONLY, including De-icing/Salting, for an event greater than 2" up to 5".		12	Per Event	\$	\$
10C.	Clearing of Sidewalks ONLY, including De-icing/Salting, for an event greater than 5" up to 8".		5	Per Event	\$	\$
11C.	Clearing of Sidewalks ONLY, including De-icing/Salting, for an event greater than 8" up to 12". Refer to Unit Price Item 3.0 on page 9, if greater than 12".		3	Per Event	\$	\$
<b>TOTAL FOR BID ITEMS #1C THROUGH #11C</b>						\$
<b>12C.</b>	<b>This item is considered a UNIT PRICE ITEM. This Unit Price will be the price for Snow Plowing, including De-icing/Salting for an event greater than 12", at this location. Enter the price to be added to Bid Item #3C, for an additional 2" of snow. This will allow for pricing events greater than 12", by adding this Unit Price in 2" increments.</b>					\$

Bid Item	Location	Parking Lot Size	Quantity	Unit	Unit Price	Extension
<b>GROUP D</b>	Childrens Advocacy Center	19,740 Sq. Ft.				
1D.	Snow Plowing, including De-icing/Salting for an event greater than 2" up to 5".		12	Per Event	\$	\$
2D.	Snow Plowing, including De-icing/Salting for an event greater than 5" up to 8".		5	Per Event	\$	\$
3D.	Snow Plowing, including De-icing/Salting for an event greater than 8" up to 12".		3	Per Event	\$	\$
4D.	Anti-Icing (Pre-Treatment) of Parking Lot ONLY		12	Per Event	\$	\$
5D.	Anti-Icing (Pre-Treatment) of Sidewalks ONLY		12	Per Event	\$	\$

Bid Item	Location	Parking Lot Size	Quantity	Unit	Unit Price	Extension
6D.	De-Icing of Parking Lot ONLY.		5	Per Event	\$	\$
7D.	De-Icing of Sidewalks ONLY.		5	Per Event	\$	\$
8D.	Clearing of Sidewalks ONLY, including De-icing/Salting, for an event greater than 1" up to 2".		5	Per Event	\$	\$
9D.	Clearing of Sidewalks ONLY, including De-icing/Salting, for an event greater than 2" up to 5".		12	Per Event	\$	\$
10D.	Clearing of Sidewalks ONLY, including De-icing/Salting, for an event greater than 5" up to 8".		5	Per Event	\$	\$
11D.	Clearing of Sidewalks ONLY, including De-icing/Salting, for an event greater than 8" up to 12". Refer to Unit Price Item 3.0 on page 9, if greater than 12".		3	Per Event	\$	\$
<b>TOTAL FOR BID ITEMS #1D THROUGH #11D</b>						\$
<b>12D.</b>	<b>This item is considered a UNIT PRICE ITEM. This Unit Price will be the price for Snow Plowing, including De-Icing/Salting for an event greater than 12", at this location. Enter the price to be added to Bid Item #3D, for an additional 2" of snow. This will allow for pricing events greater than 12", by adding this Unit Price in 2" increments.</b>					\$

Bid Item	Location	Parking Lot Size	Quantity	Unit	Unit Price	Extension
<b>GROUP E</b>	Lake County Multi-Departmental Storage Facility (MDSF)	30,000 Sq. Ft.				
1E.	Snow Plowing, including De-Icing/Salting for an event greater than 2" up to 5".		12	Per Event	\$	\$
2E.	Snow Plowing, including De-Icing/Salting for an event greater than 5" up to 8".		5	Per Event	\$	\$
3E.	Snow Plowing, including De-Icing/Salting for an event greater than 8" up to 12".		3	Per Event	\$	\$
4E.	Anti-Icing (Pre-Treatment) of Parking Lot ONLY		12	Per Event	\$	\$
5E.	Anti-Icing (Pre-Treatment) of Sidewalks ONLY		12	Per Event	\$	\$
6E.	De-Icing of Parking Lot ONLY.		5	Per Event	\$	\$
7E.	De-Icing of Sidewalks ONLY.		5	Per Event	\$	\$
8E.	Clearing of Sidewalks ONLY, including De-icing/Salting, for an event greater than 1" up to 2".		5	Per Event	\$	\$
9E.	Clearing of Sidewalks ONLY, including De-icing/Salting, for an event greater than 2" up to 5".		12	Per Event	\$	\$
10E.	Clearing of Sidewalks ONLY, including De-icing/Salting, for an event greater than 5" up to 8".		5	Per Event	\$	\$
11E.	Clearing of Sidewalks ONLY, including De-icing/Salting, for an event greater than 8" up to 12". Refer to Unit Price Item 3.0 on page 9, if greater than 12".		3	Per Event	\$	\$
<b>TOTAL FOR BID ITEMS #1E THROUGH #11E</b>						\$
<b>12E.</b>	<b>This item is considered a UNIT PRICE ITEM. This Unit Price will be the price for Snow Plowing, including De-Icing/Salting for an event greater than 12", at this location. Enter the price to be added to Bid Item #3E, for an additional 2" of snow. This will allow for pricing events greater than 12", by adding this Unit Price in 2" increments.</b>					\$

Bid Item	Location	Parking Lot Size	Quantity	Unit	Unit Price	Extension
<b>GROUP F</b>	Depke Juvenile Justice Complex	150,000 Sq. Ft.				
1F.	Snow Plowing, including De-Icing/Salting for an event greater than 2" up to 5".		12	Per Event	\$	\$
2F.	Snow Plowing, including De-Icing/Salting for an event greater than 5" up to 8".		5	Per Event	\$	\$
3F.	Snow Plowing, including De-Icing/Salting for an event greater than 8" up to 12".		3	Per Event	\$	\$
4F.	Anti-Icing (Pre-Treatment) of Parking Lot ONLY		12	Per Event	\$	\$
5F.	Anti-Icing (Pre-Treatment) of Sidewalks ONLY		12	Per Event	\$	\$
6F.	De-Icing of Parking Lot ONLY.		5	Per Event	\$	\$
7F.	De-Icing of Sidewalks ONLY.		5	Per Event	\$	\$
8F.	Clearing of Sidewalks ONLY, including De-icing/Salting, for an event greater than 1" up to 2".		5	Per Event	\$	\$
9F.	Clearing of Sidewalks ONLY, including De-icing/Salting, for an event greater than 2" up to 5".		12	Per Event	\$	\$
10F.	Clearing of Sidewalks ONLY, including De-icing/Salting, for an event greater than 5" up to 8".		5	Per Event	\$	\$
11F.	Clearing of Sidewalks ONLY, including De-icing/Salting, for an event greater than 8" up to 12". Refer to Unit Price Item 3.0 on page 9, if greater than 12".		3	Per Event	\$	\$
	<b>TOTAL FOR BID ITEMS #1F THROUGH #11F</b>					\$
<b>12F.</b>	<b>This item is considered a UNIT PRICE ITEM. This Unit Price will be the price for Snow Plowing, including De-Icing/Salting for an event greater than 12", at this location. Enter the price to be added to Bid Item #3F, for an additional 2" of snow. This will allow for pricing events greater than 12", by adding this Unit Price in 2" increments.</b>					\$

Bid Item	Unit Price Bid Items	Unit	Unit Price
1.0	Submit the price, per hour, for a Front-End Loader, or comparable equipment, to relocate snow within the site, if necessary. This price includes all associated labor, including all mobilization charges.	Per Hour	\$
2.0	Submit the price, per cubic yard, to remove snow from the site, if necessary. This price includes the costs for a Front-End Loader, or comparable equipment, a vehicle to haul the snow off-site, and all associated labor, including all mobilization charges.	Per Cubic Yard of Snow Removed	\$
3.0	Submit the price, per hour, for the labor for Clearing of Sidewalks, including salting, for an event greater than 12", including all mobilization charges. This amount will be added to the Bid Item for events greater than 8" up to 12", for Bid items 11A through 11F.	Per Hour	\$
4.0	Snow Plowing, including De-Icing/Salting for an event greater than 2" up to 5".	Per Sq. Ft.	\$
5.0	Snow Plowing, including De-Icing/Salting for an event greater than 5" up to 8".	Per Sq. Ft.	\$
6.0	Snow Plowing, including De-Icing/Salting for an event greater than 8" up to 12".	Per Sq. Ft.	\$
7.0	Anti-Icing (Pre-Treatment) of Parking Lot ONLY	Per Sq. Ft.	\$
8.0	Anti-Icing (Pre-Treatment) of Sidewalks ONLY	Per Lineal Ft.	\$
9.0	De-Icing of Parking Lot ONLY.	Per Sq. Ft.	\$
10.0	De-Icing of Sidewalks ONLY.	Per Sq. Ft.	\$
11.0	Clearing of Sidewalks ONLY, including De-icing/Salting, for an event greater than 1" up to 2".	Per Sq. Ft.	\$

Bid Item	Unit Price Bid Items	Unit	Unit Price
12.0	Clearing of Sidewalks ONLY, including De-icing/Salting, for an event greater than 2" up to 5".	Per Sq. Ft.	\$
13.0	Clearing of Sidewalks ONLY, including De-icing/Salting, for an event greater than 5" up to 8".	Per Sq. Ft.	\$
14.0	Clearing of Sidewalks ONLY, including De-icing/Salting, for an event greater than 8" up to 12". Refer to Unit Price Item 3.0 on page 9, if greater than 12".	Per Sq. Ft.	\$

# SNOW PLOWING AND SNOW REMOVAL SERVICES FOR VARIOUS LAKE COUNTY LOCATIONS

## SCOPE OF WORK

**AUGUST 2023**

### **1. INTENT**

The intent is to purchase services from a qualified contractor, to provide Snow Plowing and Snow Removal Services, as described herein. Services include snow plowing of parking lots, clearing of sidewalks, anti-icing, de-icing, and salting of surfaces. These services will be performed at six (6) locations within Lake County, with a combined total of approximately 485,000 square feet of parking lots.

### **2. SUBMISSION OF BIDS**

Bids will be accepted until September 12, 2023 at 11:00 a.m. Central Standard Time, at the 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.
- Reference Form.
- Value Added Services.
- Statement of Sustainability.
- Addendum Acknowledgement Form.
- Vendor Disclosure Form.
- Vendor Certification Form.



**SNOW PLOWING AND SNOW REMOVAL SERVICES FOR VARIOUS LAKE COUNTY LOCATIONS  
GENERAL TERMS AND CONDITIONS**

**AUGUST 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 to the lowest responsive and responsible bidder who is in compliance with the specifications, terms, conditions contained herein. The Contractor shall have specific experience supplying similar service to other customers with similar volume. Lake County reserves the right to request additional information subsequent to the bid date for evaluation purposes. Lake County reserves the right to split award this bid by item, in whole or in part if determined to be in the best interest of the County. The contract effective date will be December 1, 2023.

**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 shall include all material costs, labor and equipment included but is not limited to all transportation charges to and from destination, including delivery.

- All current or future surcharges on fuel or any other commodity.
- All other overhead charges of every kind and nature.

**5. TERM**

This contract shall be in effect for a one (1) year period from the date of award. Lake County reserves the right to renew this contract for four (4) additional one (1) year period(s), subject to acceptable performance by The Bidder. At the end of any contract term, Lake County reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place. For any year beyond the initial year, this contract is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the County to appropriate funds in future contract years.

**4. PRICE ESCALATOR**

Prices throughout the initial term of the contract shall remain firm/fixed. Written requests for price revisions after the initial term and subsequent renewals shall be submitted at least sixty (60) days in advance of the annual contract period. Requests must be based upon and include documentation of the actual change in the costs of the components involved in the contract and shall not include overhead and profit. Changes in the contract price shall be made in the amount of the actual change in Contractor cost or the percentage increase in the U.S. Average Consumer Price Index for the Midwest Urban - per category "All Items," whichever is less. Surcharges for fuel and/or other costs shall not be allowed. Manufacturer and/or Warehouse Distributor's price sheets or an equivalent document showing the new pricing may be considered sufficient documentation for a price increase. The County reserves the right to reject any price increase and to terminate the contract.

**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: **Facility and Construction, 18 N. County St., 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").

## SNOW PLOWING AND SNOW REMOVAL SERVICES FOR VARIOUS LAKE COUNTY LOCATIONS

### SPECIAL TERMS AND CONDITIONS

**AUGUST 2023**

**Bidders 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 Bidder 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).

Bidder 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 Bidder 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.

Bidder 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

Bidder 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.

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

Bidder 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

Bidder 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. Bidder 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 FRADULENT STATEMENTS OR RELATED ACTS

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

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

Bidders 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

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

i. Clean Air Act

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



## SNOW PLOWING AND SNOW REMOVAL SERVICES FOR VARIOUS LAKE COUNTY LOCATIONS

### INSURANCE

AUGUST 2023

#### 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

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.

#### 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.

# SNOW PLOWING AND SNOW REMOVAL SERVICES FOR VARIOUS LAKE COUNTY LOCATIONS

## SPECIFICATIONS

AUGUST 2023

### 1. OVERVIEW

Lake County is interested in controlling the cost of snow plowing and snow removal services by eliminating all unnecessary snow plowing. The following example will explain unnecessary snow plowing. If a location closes at 5:00 P.M. on Friday, and opens again at 8:00 A.M. on Monday, snow plowing while the location is closed, is unnecessary. A 3" snow fall Friday after closing, and another 3" snow fall on Saturday, and another 3" snow fall on Sunday, may all be plowed as 1 event, prior to the location opening Monday A.M. This control will reduce the County's costs, while still maintaining safe parking lots and sidewalks.

The Contractor will meet with the Lake County Facility Operations manager responsible for the location, prior to the snow season, to determine if individual locations require any special requirements. The Contractor will accommodate any special requirements at individual locations. Prior to the start of the contract, the County and the Contractor will mutually agree in writing to a snow plan to include the placement of snow at various locations and procedures for the removal and hauling away of snow.

### 2. LOCATIONS

BID ITEM	SITE NAME	ADDRESS	PARKING LOT SIZE	SIDEWALK SIZE
Bid Items 1A through 12A	Round Lake Beach Branch Court	1792 Nicole Lane Round Lake Beach, IL 60073	Approximately 71,219 square feet of parking lots	4,145 sq. ft.
Bid Items 1B through 12B	Park City Branch Court	301 Greenleaf St Park City, IL 60085	Approximately 116,800 square feet of parking lots	5,150 sq. ft.
Bid Items 1C through 12C	Mundelein Branch Court	105 E State Route 83 Mundelein, IL 60060	Approximately 97,000 square feet of parking lots	4,326 sq. ft.
Bid Items 1D through 12D	Children's Advocacy Center	123 N. O'Plaine Road Gurnee, IL 60031	Approximately 19,740 square feet of parking lots	620 sq. ft.
Bid Items 1E through 12E	Lake County Multi Departmental Storage Facility (MDSF)	646 W. Winchester Road Libertyville, IL 60048	Approximately 30,000 square feet of parking lots	780 sq. ft.
Bid Items 1F through 12F	Depke Juvenile Justice Complex	24647 N. Milwaukee Ave Vernon Hills, IL 60061	Approximately 150,000 square feet of parking lots	5,370 sq. ft.

### 3. STAFFING AND EQUIPMENT

All services to be performed by trained, properly supervised personnel in accordance with accepted snow plowing and snow removal practices, per the Salt Institute "The Snow Fighters Handbook." Refer to the attachment provided. Sufficient personnel and equipment shall be provided to complete all operations in a timely fashion, to meet the County's location requirements.

### 4. SNOW PLOWING

Snow plowing includes snow plowing of the entire parking lot, including all entrances and any dock areas. Snow plowing shall occur after snow accumulation greater than 2", prior to the 8:00 AM or the opening time at each facility, on days when the facility is open. Each time the parking lot is plowed, the parking lot shall be salted, unless otherwise instructed. SALT IS DEFINED AS ROCK LT OR A COMPARABLE, INDUSTRY ACCEPTED PRODUCT.

### 5. CLEARING OF SIDEWALKS

Each time the parking lot is plowed, all sidewalks on the property site shall be cleared and salted, unless otherwise instructed.

**6. UNIT PRICE SERVICES**

The purpose of the Unit Price Items is to determine the price to either relocate the snow within a specific location, or to load the snow into a vehicle and be removed from our location and unloaded at an off-site location. This may only become necessary in the event of heavy snow accumulation, without any periods of thawing.

**7. REGULAR HOURS OF OPERATION AND HOLIDAY SCHEDULE**

Our regular hours of operation are between 7:30 AM to 5:00 PM, Monday through Friday. The awarded Contractor will be provided with a final Holiday Schedule indicating closures and a schedule of the Branch Courts extra hours of operation, due to special events or meetings held at the Branch Courts.

**8. UNNECESSARY SNOW REMOVAL SERVICES**

Snow Removal Services will **not** be provided during the weekend or during holiday closures, unless there is significant snowfall or icing. This intent to minimize any snow removal services during the weekend and during holiday closures, while facilities are closed. The following will define the service to be provided during the hours between closing of facilities on a Friday and opening on a Monday, and during holiday closures.

**In case of snow accumulation up to 5" and greater than 5"**, the Contractor will provide the service only once. If the Contractor decides to provide the service more than once; Lake County will only be responsible for paying for 1 event.

**9. INVOICE AND SERVICE TICKETS**

The Contractor will submit invoices no later than 1 week after providing service. Each invoice will include a winter event report for the service period covered by the invoice. Contractors shall use the Storm Report form from the Salt Institute "The Snow Fighters Handbook." Refer to the attachment provided. In addition, a service ticket shall be attached for each event invoiced in the service period.

**10. PRICING FOR SNOW ACCUMULATION OVER 12"**

Refer to Unit Price Bid items #12A through 12F to determine the calculation for snow events greater than 12". These Unit Prices will allow for pricing Snow Plowing, including De-Icing/Salting for an event greater than 12", at each location. The Unit Price will be the price for an additional 2" of snow. This price will be added to Bid Items #3A through 3F, based on the location, in 2" increments.

**11. ENVIRONMENTALLY RESPONSIBLE SNOW AND ICE CONTROL**

Lake County is encouraging environmentally responsible methods for snow and ice control that will help to reduce salt use and mitigate environmental impacts while meeting the safety and mobility needs of sidewalk and parking lot users. Although it is less obvious than for roads, sidewalks and parking lots are also significant sources of salt and other contaminants that can harm water resources. Improved practices such as anti-icing, de-icing, and correct salting services will help to achieve this result. A blanket approach will not work for the broad range of pavement, concrete, and weather conditions that plow operators encounter. Lake County encourages Contractors to submit other methods of environmentally responsible snow and ice control with their Bid Submission.

**12. SALT APPLICATION**

**Material Type and Usage During a Snowfall**

The Contractor is responsible for plowing and salting of all paved areas, entrance, and clearing/de-icing of all walkways during a storm, to permit access and movement of public and staff if a snowfall of more than 2" occurs. It is the Contractor's responsibility to return to the property to keep the entrances, drive aisles, and sidewalks free from ice and snow. At no time, shall there be a hazardous/life safety condition.

**Salt Institute "Sensible Salting Guidelines**

POUNDS OF ICE MELTED PER POUND OF SALT

TEMPERATURES DEGREE F	ONE POUND OF SODIUM CHLORIDE (SALT)
30	46.3 LBS OF ICE
25	14.4 LBS OF ICE
20	8.6 LBS OF ICE
15	6.3 LBS OF ICE
10	4.9 LBS OF ICE
5	4.1 LBS OF ICE

0	3.7 LBS OF ICE
-6	3.2 LBS OF ICE

**APPLICATION OF SALT**

RATE OF APPLICATION PER TWO-LANE MILE	COVERAGE PER CUBIC YARD OF SALT PER TWO-LANE MILE
800 LBS	2 ½
700 LBS	2 ¾
600 LBS	3
500 LBS	4
400 LBS	5
300 LBS	6
200 LBS	10

Note: Salt meeting ASTM Specification D632 weighs approximately 80 pounds per cubic foot.

Condition 1 Temperature Near 30° F Precipitation Snow, sleet or freezing rain Road Surface Wet	Provide anti-icing before a storm. If snow or sleet, apply salt at 500 pounds per two-lane mile. If snow or sleet, continues and accumulates, plow and salt simultaneously. If freezing rain, apply salt at 200 pounds per two-lane mile. If rain continues to freeze, reapply salt at 200 pounds per two-lane mile, de-icing may also be required.
Condition 2 Temperature Below 30° F or falling Precipitation Snow, sleet or freezing rain Road Surface Wet or sticky	Provide anti-icing before a storm. Apply salt at 300 to 400 pounds per two-lane mile, depending on accumulation rate. As snowfall continues and accumulates, plow and repeat salt application. If rain continues to freeze, reapply salt at 200 pounds per two-lane mile, de-icing may also be required.
Condition 3 Temperature Near 20° F or falling Precipitation Dry snow Road Surface Dry	Provide anti-icing before a storm. Plow as soon as possible for storms greater than 2". Apply salt at 400 to 600 pounds per two-lane mile, as required. Continue to plow and patrol to check for wet, packed, or icy spots; treat with de-icing as required.
Condition 4 Temperature Below 20° F Precipitation Snow, sleet or freezing rain Road Surface Wet	Provide anti-icing before a storm. Plow as soon as possible for storms greater than 2". Apply salt at 600 to 800 pounds per two-lane mile, as required. If snow or sleet continues and accumulates, plow and salt simultaneously. If temperatures start to rise, apply salt at 400 to 600 pounds per two-lane mile, wait for salt to react before plowing. Continue until safe pavement is obtained.
Condition 5 Temperature Below 10° F Precipitation Snow or freezing rain Road Surface Accumulation of packed snow or ice	Provide Anti-icing before a storm. Apply salt at rate of 800 pounds per two-lane mile, as required. When snow or ice becomes mealy or slushy, plow. Repeat application and continue to plow and patrol to check for wet, packed, or icy spots; treat with de-icing as required.

Note: The light, 200-pound application called for in Condition 1 and 2, must be repeated often for the duration of the condition.

**13. ANTI-ICING – BEFORE THE STORM**

Anti-icing involves applying materials before an event to prevent snow and ice from bonding to the pavement surface. It is a proactive approach that is environmentally safer than deicing after a storm. Depending on weather conditions, anti-icing materials can be applied well in advance of an event and can remain effective for several days.

Anti-icing works best when combined with accurate weather and surface temperature information.

**Equipment**

Equipment needed for anti-icing includes two main components:

- An anti-icing unit (a transport vehicle with a tank, or a hand-held pump sprayer or backpack sprayer). Pick-up trucks or ATVs can be retrofitted with a tank and boom and/or a hose reel with a sprayer.
- Stream nozzles, which can be purchased or constructed. A solid stream helps to avoid slippery conditions better than fan spray. Stream nozzles should have at least 8 holes, 8-inch spacing, with a bar height of 12 to 14 inches from the surface, and a pressure of 30 to 35 psi at the bar. If you must use fan nozzles, apply the material very lightly to try to avoid creating slippery surfaces.

**Anti-icing Tips**

What to do:

- Less is more; over-application of anti-icers and granular material leads to slippery surfaces.
- Maintain dry areas between treated areas, and always follow product application recommendations. Use approximately 23% NaCl liquid for surface temperatures above – 6°F.
- Use Potassium Acetate liquid for surface temperatures below -6°F.
- Liquids can also be dispersed by foot and vehicle traffic. If traffic lanes are treated, material will be transferred to parking areas. For the same reason, you may want to avoid treating areas directly in front of buildings — this can reduce the amount of material tracked inside and avoid over-application in high-traffic zones.
- Apply early — early application is particularly important for frost or light freezing drizzle.

What not to do:

- Don't reapply if there is still residue on the surface. Residue can remain for several days after application if precipitation or traffic wear-off does not dilute the original application.
- Don't apply liquids before a predicted rain or significant freezing rain — they will wash away. Don't apply MgCl<sub>2</sub> or CaCl<sub>2</sub>.
- Don't anti-ice under blowing conditions and be aware of areas that are prone to wind issues.
- **LAKE COUNTY WILL INFORM THE CONTRACTOR WHEN TO PROVIDE ANTI-ICING SERVICES.**

Hydrometer/Salometer Chart for Salt Brine		
% Salt	Hydrometer Specific Gravity	Salometer Using 0-100%
0	1.000	0
1	1.007	4
2	1.014	7
3	1.021	11
4	1.028	15
5	1.036	19
6	1.043	22
7	1.051	26
8	1.059	30
9	1.067	33
10	1.074	37
11	1.082	41
12	1.089	44
13	1.097	48
14	1.104	52
15	1.112	56
16	1.119	59
17	1.127	63
18	1.135	67
19	1.143	70
20	1.152	74
21	1.159	78
22	1.168	81
23	1.176	85
24	1.184	89
25	1.193	93
26	1.201	96
27	-	100

#### **14. DE-ICING – DURING THE STORM**

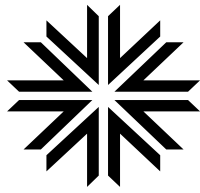
Deicing is the traditional approach to snow and ice management. It is a reactive approach; deicer is applied on top of snow, ice, or frost that has already bonded to the pavement and cannot be removed by mechanical means. The purpose of deicing is to break the bond between the ice and snow and the underlying surface. This requires the use of more deicing materials than would be needed for anti-icing. Because of this, deicing generally costs more than anti-icing in terms of materials, time, equipment, and environmental damage.

Overuse of deicers is a common problem. However, most over salting can be avoided by using correctly calibrated spreaders and good judgment in selecting sufficient application rates. There are two common reasons for overuse of deicers:

- Applying to already wet surfaces. This requires less salt.
- Not giving the material enough time to work before applying more.

Remember to keep records of how much deicer is being used, what types of deicers are in use, and where the deicers are being applied.





# LakeCounty

## Addendum Acknowledgement Bid #23145

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: Bid #23145

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.

**SNOW PLOWING AND SNOW REMOVAL SERVICES FOR VARIOUS LAKE COUNTY LOCATIONS  
 CONTRACTOR QUALIFICATIONS**

**AUGUST 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

**SNOW PLOWING AND SNOW REMOVAL SERVICES FOR VARIOUS LAKE COUNTY LOCATIONS**

**REFERENCES**

**AUGUST 2023**

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 \_\_\_\_\_

**SNOW PLOWING AND SNOW REMOVAL SERVICES FOR VARIOUS LAKE COUNTY LOCATIONS**  
**VALUE ADDED SERVICES**

**AUGUST 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:	Bid #23145		

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:	Bid #23145		
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.