



Lake County

Purchasing Division

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

Lake County will be accepting **only** electronic RFP submissions for Request for Proposal # 21180 – Graphite Furnace for Lake County Public Works.

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

1. Go to www.lakecountypurchasingportal.com
2. Click on the RFP Number: 21180
3. Click on register for this bid
4. Enter your username and password
5. Under the Submittals section you will be able to upload your RFP submittal
 - a. Click on the browse button
 - b. Navigate your computer and select the appropriate file
 - i. Multiple files can be uploaded, each file can be no more than 20 MB
 - ii. Files can also be uploaded as a .zip file
 - c. Click on save submittals
 - d. Close the browser

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

<u>BID/RFP No.</u> RFP # 21180	Vendor Name: _____
<u>Buyer:</u> Yvette Albarran	Vendor Address: _____
<u>Bid/RFP Description:</u> Graphite Furnace for Lake County Public Works	Lake County ATTN: PURCHASING DIVISION
<u>BID/RFP Due Date*:</u> November 30, 2021, 11:00 a.m. CST	18 N. County Street – 9 th Floor Waukegan, IL 60085-4350

***Please note: Responses are due at 11:00 a.m. local time on Tuesday, November 30, 2021. Please allow sufficient time for any technical issues you may have and upload your RFP early. Please email Purchasing at purchasing@lakecountyiil.gov to receive confirmation that we have successfully received your submission.**

Lake County, Illinois
Request for Proposals # 21180
Purchase of a Graphite Furnace

This Request for Proposal (RFP) is for the purpose of establishing a contract with a qualified firm for the Purchase of a Graphite Furnace for the Department of Public Works.

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

SUBMISSION DATE & TIME: **November 30, 2021, 11:00 a.m. local time**
Proposals received after the time specified will not be opened.

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

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

- *Cover Sheet
- *General Terms and Conditions
- *General Information
- *Submittals
- *Evaluation Criteria
- *Addendum Acknowledgement
- *Proposal Price Sheet
- *General Information Sheet
- *References
- *Sustainability Statement

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

1. NEGOTIATIONS

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

2. CONFIDENTIALITY

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

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

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

3. RESERVED RIGHTS

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

4. INCURRED COSTS

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

5. AWARD

Lake County reserves the right to award this contract based on the evaluation criteria set forth herein. Award shall be made by the Lake County Board to the responsible Proposer determined to be the most qualified and advantageous to the County.

6. ADDITIONAL INFORMATION

Should the Proposer require additional information about this RFP, please submit questions on our website at <http://lakecountypurchasingportal.com> by selecting the RFP number and addendum link. Questions may also be submitted via email to purchasing@lakecountyil.gov. All questions shall be submitted no less than seven (7) days prior to the RFP opening date. ANY and ALL changes to these specifications are valid only if they are included by written Addendum to all Proposers. No interpretation

of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any Proposer to receive any such addendum or interpretation shall not relieve the Proposer from obligation under this RFP as submitted. All addenda so issued shall become part of the RFP documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a Proposer to improperly submit a proposal.

7. ADDENDUM ACKNOWLEDGEMENT

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

8. DISCUSSION OF PROPOSALS AND NEGOTIATION

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

9. EXCEPTIONS

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

10. CONTRACT TERM

This contract shall be in effect for a one (1) year period beginning upon execution. Lake County reserves the right to renew this contract for four (4) additional one (1) year period(s), subject to acceptable performance by the contractor. At the end of any contract term, Lake County reserves the right to extend this contract for a period of 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.

11. RESPONSIBILITY & DEFAULT

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

12. PURCHASE ORDER AND PAYMENT

The Proposer shall submit an invoice detailing the services and products provided, based on the breakdown of items as listed on the Price Proposal Sheets, and based on the Project Specifications. Invoices shall show the purchase order number and the address where the product or services are provided. Payment shall be made in accordance with the Local Government Prompt Payment Act.

13. INTERPRETATION OR CORRECTION OF REQUEST FOR PROPOSALS

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

14. TAXES

The County is exempt from paying certain Illinois State Taxes.

15. TERMINATION

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

16. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of Lake County.

17. NON-DISCRIMINATION

The Proposer shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Proposer shall comply the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

18. INDEMNIFICATION

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

19. INSURANCE

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

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

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

Employers Liability

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

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

Commercial General Liability Insurance (Required)

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

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

With limits of liability not less than:

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

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

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

Automobile Liability Insurance

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

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

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

Professional Liability – Errors and Omissions

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

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

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

Excess/ Umbrella Liability

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

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

Liability Insurance Conditions

Contractor agrees that with respect to the above required insurance:

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

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

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

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

20. ASSIGNMENT

The Proposer may not reassign any award made, as the result of this RFP, without prior written consent from the County.

21. JURISDICTION, VENUE, CHOICE OF LAW

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

22. CHANGE IN STATUS

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

23. DISPUTE RESOLUTION

All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Appeals and Remedies Provisions in Article 9 of the Lake County Purchasing Ordinance.

24. NON-ENFORCEMENT BY THE COUNTY

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

25. PRECEDENCE

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

26. PERSONAL EXAMINATION

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

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

27. PRICING

See PROPOSAL PRICE SHEET to provide pricing information.

28. JOINT PURCHASING

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

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

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

29. ECONOMIC OPPORTUNITY PROGRAM

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

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

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

State law mandates an open and competitive 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.

30. REPORTING REQUIREMENTS FOR AWARDED CONTRACTS

All awarded vendors will identify and report the type of ownership— L/W/MBE, and/or not L/W/MBE for any work that they or their approved subcontractors will perform. In addition, Lake County requests that all awarded vendors provide an accounting of employees assigned throughout the term of the contract in 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.

31. SUSTAINABILITY STATEMENT

Lake County is committed to green and sustainable practices and good environmental stewardship. Consequently, we are asking Proposers to provide a Statement of Sustainability to ensure our Proposer are also incorporating sustainability into their firms' practices. Please complete the Sustainability Statement, included herein, and include it with the Proposer's response.

32. LAKE COUNTY OWNERSHIP OF INFORMATION

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

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

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

34. OUT OF POCKET EXPENSES

All out-of-pocket expenses paid by the Proposer during the project will be incurred solely at the Proposers expense.

35. DELIVERY COSTS

The Proposer shall be responsible for the cost of producing, delivering, and if necessary installing the solution in Lake County's facility in the agreed upon medium.

1. INTENT

It is the intent of the Department of Public Work to Purchase a Graphite Furnace.

2. BACKGROUND

Lake County is located in northeast Illinois and is 471 square miles in size, between the Chicago and Milwaukee metropolitan areas. Lake County is home to about 736,000 residents and made up of 55 municipalities and 18 townships. Lake County is committed to open government and transparency, and the County board's conservative fiscal policies have allowed the County to maintain fiscal stability and achieve AAA bond rating from Standard & Poor's and Moody's.

3. CURRENT ENVIRONMENT

The current graphite furnace at the Lake County Environmental laboratory is unable to be repaired and needs to be replaced in order to continue running metals analyses in the laboratory. The current graphite furnace has reached its end of life according to the manufacturer and replacement parts are no longer produced to repair this piece of equipment.

4. SCOPE OF WORK

The scope of work is to secure a graphite furnace that is capable of:

- a) Handling drinking water and wastewater (including raw influents)
- b) Auto-diluting high concentrations
- c) Programming quality control requirements and limits
- d) Performing sample reruns
- e) Raw data storage
- f) Includes an auto sampler to deliver sample to graphite tube

(1) Location:

The instrument would be located/installed at the Lake County Environmental Laboratory – 500 Winchester Rd, Libertyville, IL 60048

(2) Training:

The selected vendor shall be prepared to provide on-site training. It is expected that this training will be for a small group of Analysts (3 - 4 staff).

(3) Software:

The graphite furnace should have software that is compatible with Windows 10. The software should be pre-loaded. Proposer should provide the appropriate desktop and printer for management of the instrument.

5. DELIVERABLES

Proposer should be able to provide:

- a) A graphite furnace that can test for arsenic, barium, cadmium, chromium, copper, iron, lead, manganese, molybdenum, nickel, selenium, silver, and zinc.
- b) A graphite furnace with programmed methods that meet TNI and IEPA standards (along with documented support)
- c) A graphite furnace whose software is compatible with Windows 10
- d) A graphite furnace with proven track record (e.g. studies, references)
- e) Delivery, including lift-gate service, to 500 W. Winchester Rd Unit #103 Libertyville, IL 60048
- f) On-site training, in addition to familiarization training, (3 - 4) analysts
- g) Technical support for target analytes through time of certification

6. PERFORMANCE FACTORS

Proposers will be evaluated on the following factors:

- a) Service package to include technicians location (e.g. local, regional), availability, and lead time
- b) Success of other users with the graphite furnace
- c) Ability to demonstrate analyzer’s performance using Lake County provided samples
- d) Sample run time
- e) Straightforwardness of manual, instrument methods, and software
- f) Ease of instrument maintenance (e.g. frequency, accessibility)
- g) Consumable pricing

7. DELIVERY

Delivery and installation should occur immediately after contract execution.

8. PROJECT TIMELINE

Action Item	Proposed Schedule
Issue RFP	November 5, 2021
Deadline for submission of questions	November 16, 2021
RFP Opening	November 30, 2021
Shortlist Presentation (if necessary)	December 8 – 10, 2021
Finance Committee Approval	December 2021
County Board Approval	January 2022
Contract Execution	January 2022

***This timeline is subject to change.**

DETAILED SUBMITTAL REQUIREMENTS

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

- A. Introduction Material and Executive Summary
- B. Company Background
- C. Scope of Services
- D. Implementation/Project Plan
- E. Subcontractors
- F. Client References
- G. Exceptions to the RFP
- H. Price Proposal
- I. Sustainability Statement
- J. Product Literature

Introduction Material and Executive Summary

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

Company Background

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

- Company name and location of the corporate headquarters and of the nearest office to Lake County.
- The number of years the company has been in business and the number of years the company has been providing system and services to the public sector.
- Include information on the company's customer base, such as the number of public sector clients the company serves, the number of local government clients, and the number of public sector clients in the state.
- Identify if the company serves other industries.
- Include a brief summary of the company's organizational characteristics such as the number of employees, whether the company is privately held, publicly traded, or if it is a subsidiary to a parent company.
- Describe any other business affiliations (e.g., subsidiaries, joint ventures, "soft dollar" arrangements with brokers).

Scope of Services

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

Implementation/Project Plan

This section should describe the Proposer's implementation and project plan. Proposers should assume that the County will contribute all necessary effort to ensure success in the project.

- Provide methodology for implementation. Methodology should include estimated timeframe, overview of deliverables, assumptions and assumed responsibilities and roles of the County and proposed project team.
- Proposer shall indicate the ability to meet the project timeline. If this timeline cannot be met please propose a revised timeframe for consideration.
- Provide project team resumes for key members of the implementation team expected to be on the County's project.

Subcontractors

Vendor shall list all subcontractors used for this project, along with a detailed description of their contribution/responsibility towards this project.

Client References

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

Exceptions to the RFP

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

Price Proposal

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

Sustainability Statement

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

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

Evaluation Organization

- a. An Evaluation Committee will be established to score and evaluate the submitted proposals.
- b. The Evaluation Committee may include members from Lake County’s departments who have experience with these services. The Committee will be responsible for the proposal evaluation (including corporate reference checks).

Evaluation of the Proposals

Lake County will evaluate the Proposers response and the extent to which it meets the requirements delineated in this RFP. All proposals submitted in response to this RFP will be scored based on the evaluation factors identified:

Evaluation Factors:

- Detail and clarity in the proposal to allow for a reasonable assessment of the product
- Reliable references from other environmental laboratories who are currently using the product
- Examples included in the submittal of the quality control capability and features of the equipment.
- The overall Quality Control Package will be evaluated against stated recoveries for performance evaluation samples and ability to meet or exceed requirements for EPA testing methods.
- Understanding and ability to meet the scope of services.
- Cost Proposal.

Short List

The evaluation factors will be used to assist the evaluation committee in determining a short list. Proposers will be notified by the County if they have been selected for the short list. Please note, Lake County reserves the right to not short list any and all Proposers if it is not in the best interest of the County.

Interview

Lake County reserves the right, as part of the evaluation process, to ask for additional materials, interview, or schedule site visits to any locations serviced by Proposers. Site visits may be scheduled or unscheduled as determined by the County. If applicable, the County shall contact Proposers to arrange an interview.

Additional Investigations

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

Best and Final Offer

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

request will be issued by the County. The information received from the BAFO will be used by the Evaluation Committee to re-evaluate and re-rank the Proposers.



Addendum Acknowledgement RFP #21180

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

ADDENDUM #	SIGNATURE

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

Submittal Number: 21180

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 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 a Graphite Furnace

PROPOSAL PRICE SHEET

November 2021

The proposer will consider all costs (labor, material, overhead, administration, profit, travel, etc.) associated with providing the services listed in this RFP. (Please attach additional sheets if necessary). The following information shall be submitted with the proposal:

Purchase of an Autoanalyzer including a year of maintenance services	\$
Training	\$
Year 2 Maintenance Services	\$
Year 3 Maintenance Services	\$
Year 4 Maintenance Services	\$
Year 5 Maintenance Services	\$
Indicate the Manufacturer/Model of the proposed Flow Analyzer	Manufacturer:
	Model:
Indicate the delivery time from contract execution:	Weeks

AUTHORIZED NEGOTIATORS:

Name: _____ Phone # _____ Email Address: _____

Name: _____ Phone # _____ Email Address: _____

BUSINESS ORGANIZATION: (check one only)

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

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

_____ Corporation: State of incorporation: _____

_____ Non-profit Corporation

_____ 501c3-- U.S. Internal Revenue Code

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

Business Name

Signature

Title

Print or Type Name

Date

Purchase of a Graphite Furnace

November 2021

REFERENCES

List below other similar size clients for who you have provided similar services.

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

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

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

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

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:	21180		

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.

The full text of the County’s Ethics and Procurement policies and ordinances are available at 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:	RFP #21180		
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 #:	
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).			
	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.