



Lake County

Purchasing Division

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

Lake County will be accepting **only** electronic bid submissions for Invitation for Bid #22050 – Biosolids Management Program for Lake County Public Works Department.

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

1. Go to www.lakecountypurchasingportal.com
2. Click on the Bid Number: 22050
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
2. Click on the “Under Review” tab
3. Click on the Bid Number: 22050
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: 22050	Vendor Name: _____
Buyer: Yvette Albarran	
Bid Description: Biosolids Management Program for Lake County Public Works Department	Deliver to: Lake County ATTN: PURCHASING DIVISION 18 N. County Street – 9 th Floor Waukegan, IL 60085
*Bid Due Date: June 2, 2022 at 11:00 a.m. Central Standard Time	

*Please note: Responses are due at June 2, 2022 at 2:00PM. Please allow sufficient time for any technical issues you may have and upload your bid early. Please email Purchasing at purchasing@lakecountyil.gov to receive confirmation that we have successfully received your submissions. Clarifying questions are due on May 26, 2022 at 11:00 a.m.



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

E-Mail: purchasing@lakecountylvil.gov

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

SUBMISSION INFORMATION

INVITATION: 22050
 BID OPENING DATE: June 2, 2022
 TIME: 11:00 a.m. CST
 LOCATION: Lake County Purchasing
 Submit 1 electronic copy

ISSUANCE DATE: May 9, 2022
 BUYER: Yvette Albarran

INVITATION TO BID VENDOR INFORMATION

COMPANY NAME: _____
 ADDRESS: _____
 CITY, STATE, ZIP CODE: _____

**BIOSOLIDS MANAGEMENT PROGRAM FOR THE LAKE COUNTY PUBLIC WORKS DEPARTMENT
 GROUP 1 - BASE BID**

Item #	Description of Item	Quantity	UOM	Unit Price	Total
1.0	Bid price for removal, transportation, and LAND APPLICATION of de-watered, aerobically digested BIOSOLIDS (Class B) from specified, Lake County Wastewater Treatment Facilities	13,000	Cubic Yards	\$	\$
2.0	Bid price for removal, transportation, and LAND APPLICATION of dried BIOSOLIDS (Class A-EQ) from specified, Lake County Wastewater Treatment Facilities, when directed by owner.	3,000	Cubic Yards	\$	\$
3.0	Bid price for removal, transportation, and LANDFILL DISPOSAL of de-watered, aerobically digested BIOSOLIDS (Class B) from specified, Lake County Wastewater Treatment Facilities, when directed by the owner.	3,000	Cubic Yards	\$	\$
TOTAL BASE BID AMOUNT					\$

BIDDERS SHALL IDENTIFY ADDITIONAL PERMITTED LANDFILL SITES ON THE BID SHEET.

Name and location of permitted Landfill Sites	Name and location of permitted Landfill Sites
1. Zion Landfill	2.
3.	4.

GROUP 2 - ALTERNATIVE BID ITEMS

Item #	Description of Item	Quantity	UOM	Unit Price	Total
4.0	Trucking of dried Class A-EQ biosolids from Des Plaines WRF to selected sites (parks, golf courses, forest preserve, etc.) within Lake County, less than 30 miles.	3,000	Cubic Yards	\$	\$

Item #	Description of Item	Quantity	UOM	Unit Price	Total
5.0	Trucking of dried Class A-EQ biosolids from Des Plaines WRF to selected sites outside of Lake County, 30 – 45 miles.	2,000	Cubic Yards	\$	\$
6.0	Bid price for removal, transportation, and LANDFILL DISPOSAL of dried BIOSOLIDS (Class A-EQ) from specified, Lake County Wastewater Treatment Facilities, when directed by the owner.	3,000	Cubic Yards	\$	\$
7.0	Removal and transportation of approximately 11,000 cubic yards per year of dewatered, aerobically digested, Class B biosolids from New Century Town WRF and Mill Creek WRF to the Des Plaines plant.	11,000	Cubic Yards	\$	\$

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

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

PROMPT PAYMENT DISCOUNT: _____ % _____ DAYS

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

Authorized Signature: _____

Company Name: _____

Typed/Printed Name: _____

Date: _____

Title: _____

Telephone Number: _____

E-mail: _____

Fax Number: _____

1. INTENT

Lake County is seeking the services of a professional, biosolids management firm to be responsible for all aspects of the Lake County Biosolids Management Program. This includes: site permitting, public relations, preparation of reports to regulatory agencies and the owner, transportation of biosolids, land application of biosolids, landfill disposal of biosolids and all other requirements of a professional biosolids management program. The services will be funded from the Lake County Public Works Enterprise Fund.

It is the express preference of Lake County to use the Class A Exceptional Quality biosolids produced for beneficial use. When this is not practical, LAND APPLICATION of the biosolids is acceptable. When land application is not possible, the contractor shall use the Zion landfill or an approved site for biosolids disposal.

Lake County will have a regional Class A Exceptional Quality biosolids facility at the Des Plaines River WRF. A tentative schedule with approximate production is noted below:

The Aug/Sep 2022 start-up period: assume 30% of DesPlaines sludge being converted to CLASS A

Sep to Oct 2022: assume 100 % of DesPlaines sludge being converted to CLASS A

Nov 2022 and beyond: assume 100 % of DPR, MC and VH being converted to CLASS A in 2023.

2. SUBMISSION OF BIDS

Bids will be accepted until **June 2, 2022 at 11:00 a.m.**, 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.
- Addendum Acknowledgement Form.
- Contractor Qualification Form.
- Reference Form.
- Value Added Services.
- Statement of Sustainability.
- Vendor Disclosure Form.
- Vendor Certification Form.

**BIOSOLIDS MANAGEMENT PROGRAM FOR THE LAKE COUNTY PUBLIC WORKS DEPARTMENT
GENERAL TERMS AND CONDITIONS**

May 2022

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, by group, in whole or in part if determined to be in the best interest of the County.

Lake County reserves the right to adjust bid items from the Base Bid Group 1 or the Alternative Bid Items Group 2 during the term of the contract, once the Des Plaines River WRF has been deemed a regional Class A Exceptional Quality biosolids facility. Lake County will issue a contract modification within 60 days of determining a change in bid items and quantities is required.

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 other commodities except fuel.
- 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

Fuel Surcharge Adjustment

Increases (or decreases) in the diesel fuel costs as listed on in the PADD 2 according to U.S Energy Information Administration (www.eia.gov) shall be requested two weeks prior to the end of each calendar quarter and may trigger a request from the Contractor to Lake County (or from Lake County to the Contractor) for cost adjustments. Notice must be in writing to Lake County no less than two weeks prior to the beginning of the next quarter.

All other requests for price increases throughout the initial term of the contract shall remain firm/fixe. 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. 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. DELIVERY CONDITIONS

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

Des Plaines River WWTP 800 Krause Drive Buffalo Grove, IL 60089	New Century Town WWTP 50 S. American Way Vernon Hills, IL 60061	Mill Creek WWTP 16750 Ancona Avenue Old Mill Creek, IL 60083
-----------------------------------------------------------------------	-----------------------------------------------------------------------	--------------------------------------------------------------------

6. 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.

7. 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.

8. 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.

9. 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.

10. 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:

Lake County Public Works, 650 W. Winchester Road, Libertyville, IL 60048

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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. 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.

17. 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.

18. 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.

19. JOINT PURCHASING

The purchase of goods and services pursuant to the terms of this Contract shall also be offered for purchases to be made by other governmental units, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each governmental unit and the successful Bidder. 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.

20. 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.

21. 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.

22. NON-DISCRIMINATION

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

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

1. DEBARMENT AND SUSPENSION

This 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.

All Contracts may be subject to change

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

Commercial General Liability Insurance (Required)

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

- Premises and Operations
- Independent Contractors
- Products/Completed Operations – up to 2 years after each project completion • Liability assumed under an Insured Contract/ Contractual Liability
- Personal Injury and Advertising Injury

With limits of liability not less than:

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

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

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

Automobile Liability Insurance

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

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

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

Excess/ Umbrella Liability

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

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

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

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

Employers Liability

a) Each Accident \$1,000,000

b) Disease-Policy Limit \$1,000,000

c) Disease-Each Employee \$1,000,000

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

Professional Liability – Errors and Omissions

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

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

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

Liability Insurance Conditions

Contractor agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a “per Project” basis;
- b) The Contractor’s insurance shall be primary & non-contributory over Lake County’s insurance in the event of a claim.
- c) Contractor agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and volunteers and be provided with thirty (30) days’ notice, in writing by endorsement, of cancellation or material change. A blanket additional insured ISO endorsement is preferred for Contractors who have multiple projects with the County.
- d) Lake County shall be provided with Certificates of Insurance and should include the appropriate corresponding ISO form endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies. No manuscript endorsements will be accepted. Any hard copies of said Notices and Certificates of Insurance and Endorsements shall be provided to:

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

- e) Electronic copies of Notices, Certificates of Insurance and Endorsements can be emailed to Purchasing@lakecountyil.gov 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.

1. SCOPE OF WORK

The project shall include but not limited to (a) the removal, transportation, land application, or landfilling of approximately 3000 cubic yards of Class EQ A biosolids from the Des Plaines River WRF (b) the removal, transportation, land application, or landfilling of approximately 13,000 cubic yards per year of dewatered, aerobically digested, Class B biosolids from the Des Plaines River Water Reclamation Facility, the New Century Town Water Reclamation Facility, and the Mill Creek Water Reclamation Facility (c) the transportation of approximately 11,000 cubic yards of Class B biosolids from the New Century Town Water Reclamation Facility and the Mill Creek Water Reclamation to the Des Plaines River WRF.

- The contractor shall remove dried biosolids from the Des Plaines facility for delivery to site(s) within or outside of Lake County for beneficial use.
- The contractor, when requested by owner, will remove dewatered/dried biosolids from specified wastewater facilities and dispose of them in accordance with the Contractor’s and Lake County’s Land Application Permits. (A Copy of the County’s Sludge Permit is included at the end of this document.)
- The contractor, when requested by owner, will remove dewatered/dried biosolids from specified wastewater facilities and dispose of them at a Landfill.
- The contractor shall be responsible for complying with any and all applicable laws, statutes, regulations, ordinances, permits, and directives.
- It shall be the responsibility of the contractor to provide any and all labor, equipment, materials, permitted sites, permits, reports as required by Federal and State regulatory agencies to meet the requirements as a hauler and applier of biosolids in accordance with U.S. EPA 40CFR Part 503 regulators, and other resources necessary to perform as required, except as otherwise indicated in these specifications.
- The contractor shall furnish up to seven (7) thirty-cubic yard (30 Cu. Yd.) tri-axle trailers, in which the biosolids will be directly loaded during the dewatering operation
- The contractor shall furnish the trucking needed for the delivery of the Class A EQ biosolids to various end users.
- The contractor shall assist owner with the collection of soil samples when the Class A EQ biosolids is applied and used for beneficial purpose. A custody form shall be used to document and track sample collection site.

2. SERVICE LOCATIONS

Lake County’s three (3) Water Reclamation Facilities (WRF), covered with this bid:

Des Plaines River WWTP
800 Krause Drive
Buffalo Grove, IL 60089

Site Contact: David Landshof
Phone: 847-377-4800
Estimated Annual Qty: 14,000 Cu. Yds.

New Century Town WWTP
50 S. American Way
Vernon Hills IL 60061

Site Contact: Mike K. Grinnell
Phone: 847-377-4850
Estimated Annual Qty: 9,000 Cu. Yds.

Mill Creek WWTP
16750 Ancona Avenue
Old Mill Creek IL 60083

Site Contact: John “Jay” Rangel
Phone: 847-377-4840
Estimated Annual Qty: 2000 Cu. Yds.

3. SCHEDULE OF OPERATION AND FREQUENCY OF SERVICE

Normally, biosolids will be removed from the wastewater plants Monday through Friday from 7:00 a.m. to 3:00 p.m. However, should operational difficulties, equipment failure, or other problems occur at a facility, Lake County may, without prior notice to the contractor, limit the number of days per week that biosolids can be removed, temporarily cease operations, increase or decrease the quantity to be removed. The frequency of required pick-ups at each wastewater plant, will be AS NEEDED, as determined by the each wastewater plant operator.

4. EQUIPMENT AND TRANSPORTATION

Transport vehicles shall be the type(s) approved for this application by the County, and any other political jurisdiction involved in the transport or final disposal.

General requirements for vehicles hauling biosolids are that the hauler is licensed to transport special waste, that the vehicles have watertight bodies and that they are properly equipped and fitted with seals to prohibit spillage or drainage. The contractor's equipment shall be compatible with the County's loading area and loading equipment and shall be maintained in a condition acceptable to the County.

Each vehicle shall be assigned its own particular number, which shall be displayed in a permanent, clearly visible manner satisfactory to the County. This number shall be displayed on each side of the vehicle in the same manner on each vehicle.

The vehicles shall be cleaned as often as necessary to prevent the deposit of biosolids on the vehicle or on the roadways. This cleaning shall include, but not be limited to, external surfaces, wheels and under-carriages.

It shall be the contractor's responsibility to maintain the interior of the hauling vessel in such a manner as to prevent biosolids build-up, which would cause the empty weight of the unit to be in excess of that for which it is permitted. The County may require the contractor to remove said buildup at any time it is observed to be in excess. This shall not relieve the contractor of any responsibility with regard to the frequency or volume of hauling.

The contractor shall receive biosolids in all weather conditions, whenever it is made available, and shall be responsible for all problems related to proper handling and transportation. It shall be the full responsibility of the contractor to make whatever adjustments, provisions, etc., as may be necessary to satisfy this contract for transportation or land application of biosolids. These adjustments shall include, but not be limited to, provisions for inclement / freezing weather, and the provision of transport vehicles as needed, in a staged and orderly fashion.

Vehicles shall be loaded within all legal weight limits. It shall be the sole responsibility of the contractor and his drivers to monitor the load of each truck to insure a legal weight. The County reserves the right to bar any driver who disregards the above.

All haul routes to any permitted storage or disposal site in any jurisdiction shall be determined in accordance with all applicable state and local laws. Said laws shall be strictly adhered to by the contractor and his designees.

Any violation of environmental regulations, weight regulations or traffic laws shall be the sole responsibility of the contractor, who shall hold the County harmless from any penalty or sanction, civil or criminal, imposed by reason of any such violation of environmental regulations, weight regulations or traffic laws.

Should a mechanical breakdown occur en-route to the disposal site, the contractor shall immediately dispatch a tow truck or a repair crew to the disabled vehicle. If the disabled vehicle cannot be repaired where it sits, it shall first be towed to the disposal site for the proper removal of the biosolids. This shall be the sole responsibility of the contractor and carried out at his expense.

When a breakdown causes a vehicle to be removed from normal service, the contractor shall supply a back-up unit, which meets all criteria set forth in this document.

The County, at its discretion, may provide a parking area on the plant site for the overnight storage of the contractor's empty vehicles, if the contractor so desires. The County, however, assumes no liability for said vehicles, which at all times shall be under the sole insurance of the contractor. The contractor shall not use County property as a work area to repair or service vehicles, or for biosolids storage, except as mutually agreed by the contractor and the County.

The contractor shall be responsible for the provision and replacement of all equipment as necessary to completely, efficiently, and expeditiously perform the work described herein and shall also be fully responsible for the provision of

adequate personnel for the performance of the work. Sufficient equipment and personnel shall also be available to meet any circumstance, which may be created by peak periods of biosolids production.

5. STORAGE AND DISPOSAL

The contractor must provide short-term (30 days) off-site storage of biosolids to comply with IEPA land application standards.

Permitted off-site storage and disposal sites, must be adequate to accommodate the County's total dewatered or dried biosolids production.

Bidder must submit with their proposal a listing of all prospective storage and disposal sites, including capacities and locations. The contractor shall assure that the County, or its representatives, shall be afforded the right of access to all sites. All sites must be able to be issued the proper permits by the Illinois Environmental Protection Agency.

Whether the County will make accommodation for the contractor with regard to the parking of loaded vehicles on the plant site for any period of time will be decided on a case-by-case basis. No guarantee of accommodation will be made in these specifications.

Control of odors at the storage and disposal site(s) in accordance with state and local requirements and regulations shall be the sole responsibility of the contractor, and must be complied with at all times.

The contractor shall have permitted sites available, which have been specifically identified in an effective State of Illinois operating permit, as being suitable for application of biosolids to ice and/or snow covered ground.

6. SPILLS AND CLEAN-UP

The contractor shall keep his hauling route, equipment and work area neat and clean, and shall bear all responsibility for the cleanup of any spill, which occurs during the transportation of biosolids.

The contractor shall notify the County immediately should any spill occur which violates any permit condition or applicable regulation of any entity having jurisdiction over the contractors operations.

The clean-up of any biosolids which are dumped, spilled, or discarded in any location other than the site authorized for that purpose shall be the sole responsibility of the contractor and conducted by the contractor, or at his sole expense, in accordance with all applicable laws and regulations.

7. DETERMINATION OF QUANTITY REMOVED

The contractor shall provide to the County a copy of a load sheet which details the following: date of removal, time truck left plant, truck number, driver name, cubic yards of biosolids loaded on the vehicle, approved field or site identification number. The quantity of biosolids loaded on a vehicle will be recorded as mutually agreed to by the County and the contractor.

8. BIOSOLIDS CLASSIFICATION

Laboratory analyses and classification of biosolids from each facility will be provided by Lake County as required under the state and federal regulations. Copies of these analyses will be supplied to the contractor in a written report. The report will include pollutant concentrations, pathogen reduction classification, and vector attraction reduction method.

9. PERMITS, REPORTS AND RECORDS

It is a material requirement of this contract that the contractor shall obtain and maintain all permits necessary for the performance of this work. This shall include, but not be limited to, all permits necessary for the storage, hauling, and final disposal of biosolids.

Prior to commencing any work, the successful contractor shall obtain and furnish Lake County copies of all necessary approvals and permits, including, but not limited to, approvals and permits for equipment and the land disposal operation required by all governmental units and regulatory agencies.

The contractor shall provide Lake County with copies of all permit reports, which are required to be submitted to state or local regulatory agencies, especially those requirements pursuant under U.S. EPA 40CFR Part 503 regulations.

The contractor shall provide Lake County with a Daily Report. The Daily Report shall be completed on site by the driver prior to pulling each load. The Daily Report shall reflect the loads hauled from each site and will include at a minimum the following information:

- Date – The current date the load was pulled on
- Facility Name – Facility that generated the bio solids
- Hauler’s Name – Company, firm or sub contractor’s name
- Report Number - A unique value that identifies one report from another.

The following information may appear in a table or list:

- Load Number – each load pulled shall be numbered sequentially. The first load is one (1) and the second numbered two (2). This allows for multiple loads to appear on the daily report.
- Destination Site - Field code or field name where the bio solids will be hauled to.
- Destination State - State where the load will be taken to.
- Tractor Number
- Trailer Number
- Driver’s Initial
- A copy of the daily report shall remain on site and be completed in a legible manner.
- The daily reports shall be matched with each invoice or bill. Failure to provide a Daily Report will be subject for review and non-payment.
- The contractor shall submit to Lake County a monthly operating report, which shall include at a minimum for each application site: agronomic application rate of biosolids, metals loading rate, cumulative loading of metals using units of measurement of kilograms per hectare, the cubic yards and corresponding dry tons of biosolids applied, site testing, and map of section indicating where application site is located. The monthly report must be submitted within thirty (30) days after the end of the operating month.
- The contractor shall submit to Lake County a semi-annual report giving the quantity of biosolids loaded for each approved application site. The quantity shall be reported by January 20th and July 20th in units of cubic yards and dry tons.
- The contractor shall submit to Lake County on or before January 31st of each year the federally-required certification statements for site restrictions and management practices.
- The contractor shall submit to Lake County on or before February 28th of each year the completed documentation to satisfy the Annual IEMA Biosolids Report.
- The contractor shall provide prior notification to abutting property owners and appropriate units of local government prior to land application of sludge in Lake County.
- Management practices must include adherence to slope restriction, seasonal water table restrictions, floodplain restrictions, and frozen and snow covered field restrictions
- A copy of signed waivers and all other reports must be sent to Lake County Public Works, 650 W. Winchester Rd., Libertyville, IL

10. LAND APPLICATION UNIT PRICE

The price shall include the contractor furnishing up to seven (7) thirty-cubic yard (30 Cu. Yd.) tri-axle trailers, in which the biosolids will be directly loaded during the dewatering operation:

- Two (2) at the Des Plaines River WRF
- Three (3) at New Century Town WRF
- One (1) at Mill Creek WRF

Generally, the contractor shall be given forty-eight (48) hours advance notice when a transport vehicle is required. Bidders shall submit a firm unit price per cubic yard of biosolids removed for land application purposes. The unit price shall include all costs*, overhead, and profit to the contractor in fulfillment of this contract.

* All taxes, fees, surcharges, testing, or other requirements of any jurisdiction concerned in the disposal of the biosolids precipitated by this contract, which are in place at the time of proposal, must be included in the prices quoted.

11. LANDFILL DISPOSAL UNIT PRICE

The bidder shall bid the price per cubic yard to remove, transport and dispose biosolids in a landfill site at such times when directed by Lake County. Lake County Public Works has a disposal permit with the Zion Landfill.

CONTRACTOR QUALIFICATIONS (continued)

- Describe your overall experience working with and the land application of Class A biosolids.

- Describe your experience with the land application of Class B biosolids.

- Describe your off-site storage procedure.

- Do you have working experience with the transportation of Class A EQ biosolids to other municipalities/end users for beneficial use – describe.

- Address of office and/or equipment maintenance building where this project will be managed and administered from, and number of years in business at that location.

- Examples of similar projects performed involving the hauling, temporary storage, and land application, of dewatered/dried biosolids.

- Examples of similar projects performed involving dewatered/dried biosolids to be removed from the County's facilities on a daily basis.

- Number of years and experience in the business of land applying non-hazardous waste products from municipalities and industries in the State of Illinois.

- Name(s) of staff agronomist(s) who will perform the agronomic and technical reporting requirements of this project. Indicate if the staff agronomist(s) has/have a minimum of a bachelor's degree in Agronomy or equivalent degree in agriculture from an accredited university.

- Ancillary service capabilities (mobile dewatering, management of liquid biosolids, Class A/Class B processing capability, etc.)
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-
-

- Experience in writing biosolids management plans for land application projects of this nature.
-
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-

- Experience in conducting public relations programs, promoting use of biosolids in agriculture.
-
-
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- Include a list of all rolling stock proposed to be dedicated to the performance of this contract, including make, model, age, and capacity of each tractor trailer and/or dump truck. Provide list of backup equipment to ensure the ability to transport and spread biosolids without interruption.
- Include an inventory of Illinois permitted sites and storage facilities which bidder may use; for each site list size in acres and location. This acreage to be verified with request for biosolids forms.
- Include resumes of key individuals who will be assigned to work on this contract.
- Include audited financial statements for the last three (3) fiscal years.
- If the bidder is a subsidiary of another corporation, the above information shall also be supplied for the parent corporation. The County reserves the right to require any additional information necessary to determine the financial integrity and responsibility of any bidder.
- Include a copy of the bidder's safety policy and manual.

REFERENCES

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

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

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

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

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

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

BIOSOLIDS MANAGEMENT PROGRAM FOR THE LAKE COUNTY PUBLIC WORKS DEPARTMENT
VALUE ADDED SERVICES

May 2022

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 #22050		

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:	Bid #22050		
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.