



Lake County

Purchasing Division

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

Please note the submission location is:

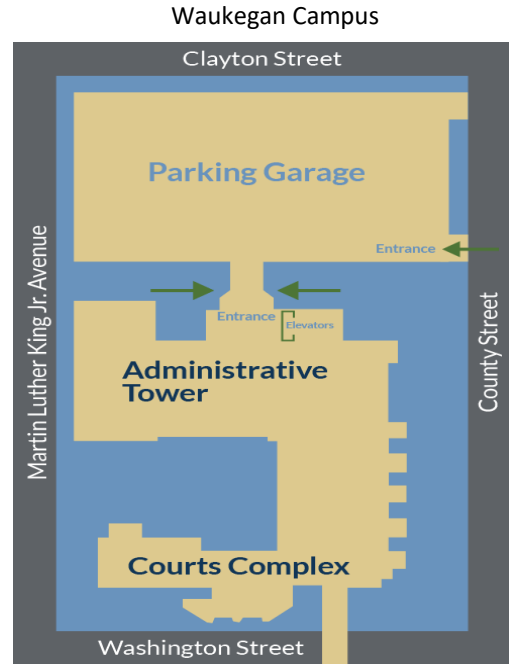
Lake County

Attn: Purchasing Division

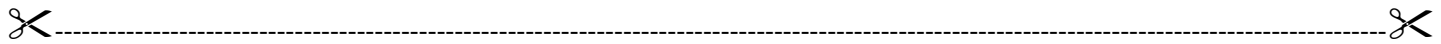
18 N. County Street – 9th Floor
 Waukegan, IL 60085-4350

Contact information for Lake County Purchasing is:

Purchasing Division
 Phone 847-377-2992
 Fax 847-984-5889
 Email: purchasing@lakecountyil.gov



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



<u>BID No.</u> Bid # 19183	Vendor Name: _____ Deliver to: Lake County ATTN: PURCHASING DIVISION 18 N. County Street – 9 th Floor Waukegan, IL 60085-4350
<u>Buyer</u> Yvette Albarran	
<u>Bid Description</u> Furnish and Install Perimeter Fencing at Lake County Public Works Department.	
<u>BID Due Date*</u> November 19, 2019 at 11:00 a.m.	

*Please note: Responses are due at the 9th floor reception desk and shall be time stamped by 11:00 a.m. CST on the required due date. Please allow sufficient time for parking, passing through security and arriving at the 9th floor.



Lake County Purchasing Division
 18 North County Street - Ninth Floor
 Waukegan, Illinois 60085-4350
 (847) 377-2992

E-Mail: purchasing@lakecountyil.gov

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

SUBMISSION INFORMATION

INVITATION: # 19183
 BID OPENING DATE: November 19, 2019
 TIME: 11:00 A.M. Local Time
 LOCATION: Lake County
 Purchasing Division
 18 N. County St., 9th Floor
 Waukegan, IL 60085-4350

Submit 1 original and 1 electronic copy on a CD or flash drive

ISSUANCE DATE: October 30, 2019
 BUYER: Yvette Albarran

INVITATION TO BID VENDOR INFORMATION

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

Furnish and Install Perimeter Fencing at Lake County Public Works Department, Libertyville, Illinois

BID ITEM #	DESCRIPTION	QUANTITY	UNIT OF MEASURE	PRICE EACH	EXTENDED TOTAL
1.	Furnish materials required to install an 8' high galvanized chain link fence with 8' wide gate. (Please review specifications section of bid for details.)	1000	FT	\$	\$
2.	Professional installation of fencing/gate.	1000	FT	\$	\$
	Total Bid Amount				\$

A pre-bid conference and site inspection will be held on November 6, 2019 at 1:00 p.m., at Lake County Public Works, 650 W. Winchester Road, Libertyville, Illinois.

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.

All documents shall be properly signed and completed. Submit bids by **sealed bid only**. Fax and e-mail bids are not acceptable and will not be considered.

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

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

Authorized Signature: _____ Company Name: _____
 Typed/Printed Name: _____ Date: _____
 Title: _____ Telephone Number: _____
 E-mail: _____ Fax Number: _____

LAKE COUNTY - INVITATION FOR BIDS: TERMS AND CONDITIONS

1. **AUTHORITY.** This Invitation for Bids is issued pursuant to applicable provisions of the Lake County Purchasing Ordinance.
2. **BID OPENING.** Sealed bids will be received at the Lake County Purchasing Department until the date and time specified, at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Lake County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or typewritten with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the County of Lake Purchasing Division. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.
5. **ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The County of Lake reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or to accept an alternate bid. The County reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the County, the County has ninety (90) days to accept. The County may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.
7. **INCURRED COSTS.** The County will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.
8. **AWARD.** It is the intent of the County to award a contract to the lowest responsible bidder meeting specifications. The County reserves the right to determine the lowest responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.
9. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
10. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
11. **TAXES.** Lake County is not subject to Federal Excise Tax. Per Illinois Compiled Statutes, 35 ILCS 120/2-5, Lake County is exempt from state and local taxes.
12. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number.
13. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.
14. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.
15. **INDEMNIFICATION.** The Seller shall indemnify and hold harmless the County, its agents, officials, and employees from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of granting the Contract.
16. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred. The County shall be entitled to recover its attorney's fees and expenses in any successful action by the County to enforce this contract.
17. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.
18. **WARRANTY.** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of this solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The County may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.
19. **REGULATORY COMPLIANCE.** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
20. **EQUAL EMPLOYMENT OPPORTUNITY.** Contractor 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 Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.
21. **ROYALTIES AND PATENTS.** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the County harmless from loss on account thereof.
22. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be found exclusively in the 19th Judicial Circuit Court, State of Illinois.

Furnish and Install Perimeter Fencing at Lake County Public Works Dept., Libertyville, Illinois
GENERAL TERMS AND CONDITIONS **October 2019**

1. OVERVIEW

The intention of Lake County, Illinois is to enter into a contract with one qualified vendor to provide required fencing materials and professional installation at our water reclamation facility. Said vendor shall provide a reliable service as specified.

2. WORK INCLUDED

The work to be performed by the Contractor shall include furnishing and installing the awarded items.

3. SUBMISSION OF BIDS

Bids will be accepted until **11:00 a.m. local time, November 19, 2019**, at the Lake County Purchasing Division, 18 North County Street, 9th Floor; Waukegan, IL 60085-4350. Each bid must include the following completed and signed forms and submissions:

- a) One (1) original "Invitation to Bid" including signed forms, Bid Sheet.
- b) One (1) electronic copy of the complete bid submission, on a CD or flash drive.
- c) Compliance with Specifications Sheet, with compliance to each specification section indicated.
- d) One (1) Addendum Acknowledgement, if appropriate.
- e) One (1) Contractor Qualification Form.
- f) One (1) Vendor Disclosure Statement
- g) Bidders shall complete and submit a Statement of Sustainability to ensure bidders are incorporating sustainability into their firm's practices. Appendix A is included herein for this purpose.
- h) One (1) Reference Sheet.
- i) Product literature and manufacturer's specifications for all items bid.

4. PRODUCT SUPPLIED

All materials will be new (recent manufacture or manufactured for this contract) and unused, first quality only. Materials supplied will conform in quality, construction, fit for intended use and meet all industry standards for the intended use as specified herein. Please include product descriptive literature and specification sheets with the bid submission.

5. EQUALITY

Whenever these specifications mention an item by name and use specific descriptions as refers thereto, it is intended to convey to the bidder an understanding of the standard of excellence required. Items of equal type, quality, and size, which will conform substantially to the standard of excellence, established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. Manufacturer/model names provided in this bid specifications herein convey the standard and uniformity the Lake County demands. If bidding brands other than specified, product documentation must be submitted with your bid. Lake County shall make the final determination as to whether a substitute item is equal to the item specified.

6. WARRANTY TERM, SERVICE AND SUPPORT

All materials included in this bid shall be warranted to be free from defects for a one (1) year period or for the manufacturer's standard warranty, whichever is longer, for 100% of parts purchased. The warranty period shall commence from the product "in-service" date. The Contractor awarded this contract must agree to respond to concerns within twenty-four (24) hours and guarantee repair within five (5) days. During the warranty period, the Contractor shall be responsible to provide all preventive services suggested by the manufacturer.

7. PERMITS, FEES AND NOTICES

The Contractor shall secure any permits necessary; however, the Bidder shall not include the cost of the permit in the Bid. In the event that permit or inspection fees are imposed, the County will reimburse the Contractor for the actual cost with no additional allowance for overhead and profit.

8. AWARD

The County intends to award this contract, in whole, to the lowest responsive and responsible bidder, for the Total Bid Amount, who best meets the evaluation criteria specified herein. Pursuant to the Lake County Purchasing Ordinance Lake County reserves the right

to evaluate bids based on criteria to determine such as inspection, testing, quality, workmanship, experience, past performance, financial stability, delivery and suitability for a particular purpose.

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 General Terms & Conditions and the Contractor's Bid Response.

10. ESTIMATED QUANTITY

The square footage provided is estimated. The County does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the County's requirements whether more or less than the estimated amount.

11. BID PRICE

Pricing is to be submitted for the provision and delivery of all equipment and materials as per specifications. The bid price shall be the net price charged per item; F. O. B. delivered, freight prepaid and included in the bid price to Lake County, including all discounts. The price bid for each item is the full purchase price, including delivery to destination, and shall include all labor, and equipment used in delivery, and includes but is not limited to:

- All transportation charges to and from destination.
- All premiums on insurance, bonds, material or service costs.
- All current or future surcharges on fuel or any other commodity.
- All other overhead charges of every kind and nature

12. DELIVERY REQUIREMENTS

All materials and service shall be bid F.O.B. Destination round trip, pick-up and return to Lake County sites as designated in the bid specifications/locations page.

13. DELIVERY CONDITIONS

All materials and service shall be bid F.O.B. Destination, with all freight and transportation charges included in the bid price. The term F.O.B. Destination shall mean delivered to a specified Lake County location. Any claim for loss or damage shall be between the Contractor and the carriers, movers, riggers, etc.

14. INVOICES AND PAYMENTS

The Contractor shall submit an invoice(s) detailing the services and products provided in accordance with the payment provisions of this contract. Invoice shall show the purchase order number and the address where the product or service was provided. Payment shall be made in accordance with the Local Government Prompt Payment Act.

15. BID REVIEW

After bid submittal, bids may be subjected to subsequent review. Lake County reserves the right to conduct follow up reference checks, request additional information or perform other activities related to comprehensive bid review and determination of the lowest responsive and responsible bidder who best meets the specifications.

16. NON-ENFORCEMENT BY THE COUNTY

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

17. REFERENCES

References must be provided as requested on the Reference Page. Bidders shall complete and submit the Reference Form with their bid.

18. 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 price for other comparable items. The County reserves the right not to award any items whose unit discount rates appear excessive or unbalanced.

19. 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 Contractor shall be entitled to receive payment from the County for fuel delivered or in transit to date in accordance with the terms and conditions of this contract. In the event that this contract is terminated due to Contractor's default, the County shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

20. 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 on 15 days written notice based on any such change in status.

21. MOST FAVORED CUSTOMER

The Contractor guarantees that the prices covered by this contract shall be the lowest prices offered to any customer for similar goods/services during the period of this contract. If the Contractor offers lower prices or new rate plans for similar goods/services to any other customer during the contract period, then these lower prices shall be offered to Lake County, and the contract shall be modified accordingly.

22. RESERVED RIGHTS

Lake County reserves the right to cancel this Invitation for Bid at any time, to reject any and all bids for any reason, to accept an alternate bid, to waive any informalities or exceptions in the bid and to award on a collective or individual item basis.

23. HOLD HARMLESS CLAUSE

The Contractor agrees to indemnify, save harmless and defend Lake County, its agents, servants, 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 project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of Lake County, its agents, servants, or employees or any other person indemnified hereafter.

24. INSURANCE

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-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)

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

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

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

- Personal Injury and Advertising Injury

With limits of liability not less than:

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

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

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

Automobile Liability Insurance

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

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

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

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) day's 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. 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, the Lake County may purchase such insurance coverage and charge the Expense thereof to the Contractor.

25. 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.

26. 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.

27. 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.

28. 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 bidders 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.

29. REPORTING REQUIREMENTS FOR AWARDED CONTRACTS

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

30. SUSTAINABILITY STATEMENT

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

31. 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@lakecountyl.gov. All questions shall be submitted no less than seven (7) days prior to the bid opening date. ANY and ALL changes to these specifications are valid only if included in an addendum issued by Lake County Purchasing. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. 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. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

32. ADDENDUM ACKNOWLEDGEMENT

Any and all changes to the specifications, 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. 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.

33. PREVAILING WAGE ACT

This project is subject to the Wage of Employees on Public Works (Prevailing Wage) Act (Illinois Revised Statutes, Chapter 48, Section 39s, et. seq.). Not less than the minimum wage rates as established by Lake County or State of Illinois Department of Labor shall be paid.

34. LABOR STATUTES, RECORDS AND RATES

The following enclosed documents shall be a part of the Contract Documents for this project:

1. "Labor Statutes, Records and Rates.
2. "Prevailing Wages for Construction Trades," as issued monthly by the Illinois Department of Labor.

LABOR STATUTES, RECORDS AND RATES CONSTRUCTION CONTRACTS for LAKE COUNTY - STATE OF ILLINOIS

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

1.0 Equal Employment Opportunity:

1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."

1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."

1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."

1.4 Contractor 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 Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."

3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."

4.0 The Prevailing Wage Act, 820 ILCS 130/1 et seq., provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for Lake County is enclosed and must be prominently posted at the project site by the Contractor.

4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."

4.1.1 The County shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the County. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.

4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.

4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."

4.2.1 The Contractor shall submit to the County by tenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.

4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.

4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.

5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the County or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

6.0 Current Prevailing Wage Rates can be found at:
<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/2018-Rates.aspx>

Furnish and Install Perimeter Fencing at Lake County Public Works Dept., Libertyville, Illinois
SPECIFICATIONS **October 2019**

Spec. No.	Specification Description	Bidder Proposes to Furnish (Write "MEETS" as applicable) or respond as requested.
1.	Contractor to furnish 9-gauge x 2" mesh steel galvanized wire fencing fabric for 8' high fencing.	
2.	Contractor to furnish 1 5/8" outside diameter SS40 galvanized steel pipe (top & brace) fence rails for 8' high fencing.	
3.	Contractor to furnish 2 1/2" outside diameter SS40 galvanized steel pipeline posts for 8' high fencing.	
4.	Contractor to furnish 3" outside diameter SS40 galvanized steel pipe terminal posts for 8' high fencing.	
5.	Contractor to furnish 7-gauge coil spring bottom tension wire for 8' high fencing.	
6.	Contractor to furnish gate using same quality of materials as listed above for 8' high fencing. Gate should be 8' wide to accommodate utility vehicle access.	
7.	Contractor shall install fence, setting posts in concrete. Line posts should be spaced 10' maximum.	
8.	All pricing shall include furnishing all labor, materials, equipment needed for installation, and performing all work required to complete this project per specifications.	

LOCATION

Facility Name	Address	Facility Supervisor
Des Plaines River Water Reclamation Facility	800 Krause Drive Buffalo Grove, IL 60089	Mr. David Landshof 847-377-4801

SCHEDULE OF EVENTS

1:00 P.M.	11/6/19	Pre-Bid / Project Review Meeting
5:00 PM	11/12/19	Deadline for submissions of Requests for Clarifications
11:00 AM	11/12/19	Bid Opening
9:00 A.M.	1/14/19	Contract Award (if required)
5:00 P.M.	1/14/19	Notice to Proceed (anticipated)
5:00 P.M.	6/1/20	Substantial Completion (anticipated)

NOTES

- Hours of operation at facility: 7:00 a.m. – 3:30 p.m.
- The supervisor should be contacted ahead to schedule work at least 48 hours in advance.
- Provide warranty documents to the supervisor upon completion.



Addendum Acknowledgement Bid #19183

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: 19183

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.

Furnish and Install Perimeter Fencing at Lake County Public Works Dept., Libertyville, IL.

CONTRACTOR QUALIFICATIONS

Page 1 of 2

This section must be completed and returned with bid. Attach additional pages as required to complete required documentation. Contractor shall respond to each of the following **minimum** requirements indicated below. Contractor shall provide an explanation for each No (“Non-Compliant”) response. Attach additional pages if necessary. Qualifications shall include, at a minimum:

#	Minimum Requirement/Qualifications	Yes (meets Requirement)	No (Does not meet this requirement)	Explanation
1.	Contractor will have had experience in providing similar service for a minimum of five (5) years.			
2.	Contractor must have access to all fencing materials and equipment required to install fencing.			
3.	Contractor must have all other necessary resources to provide timely service. Contractor must have the ability to perform in accordance with bid specifications.			
4.	Contractor shall clean jobsite upon completion of fencing installation.			

Furnish and Install Perimeter Fencing for Lake County Public Works Dept., Libertyville, IL.
CONTRACTOR QUALIFICATIONS **Page 2 of 2**

(This section must be completed and returned with bid. Attach additional pages as required to complete required documentation.)

Name and Address of Office from which this contract will be administered

Name: _____
Administration Office Address: _____

Phone: _____ **Fax:** _____ **Cell:** _____
Project Manager: _____

Years in Business: _____ (Minimum 5 years) **Number of Employees:** _____
Annual Sales: \$ _____ **Dunn & Bradstreet #:** _____

List Employees Who Will be Dedicated to Lake County for the Administration of This Contract:
 (Attach additional pages as necessary)

NAME	POSITION TITLE	NUMBER OF YEARS	AREA OF RESPONSIBILITY / EXPERIENCE	TASK
_____	_____	_____	Primary contact person for Lake County	_____
_____	_____	_____	Secondary contact person for Lake County	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

APPENDIX A

SUSTAINABILITY STATEMENT INSTRUCTIONS

The County of Lake is committed to green and sustainable practices and good environmental stewardship. Consequently, we are asking bidders to provide a Statement of Sustainability to ensure our bidders are also incorporating sustainability into their firms' practices.

INSTRUCTIONS

On the following Sustainability Statement form, provide a clear description of your firm's sustainable practices, policies, or procedures. These practices may include, but may not be limited to, the following categories and examples:

Waste Minimization within your office or facilities, such as a recycling programs, double-sided copying, electronic internal communications (i.e. memos), use of recycled-content materials and reusable cups, limiting printing, electronic document management, instituting green purchasing policies, using green cleaning supplies and practices, or reducing packaging in materials you procure or supply.

Energy Efficiency within your office, facilities, or firm, such as lighting retrofits, photo-sensor switches for lighting, effective use of daytime lighting, using Energy Star rated appliances or equipment, using an alternative fuel or having efficient fleet policies, an anti-idling policy, or indoor temperature management (i.e. turning the thermostat up in the summer and down in the winter).

Water Efficiency within the office, facilities, or firm, such as faucet or fixture retrofits, switching from individual bottled water to office water coolers or drinking fountains, and installing drought-tolerant landscaping.

Staff encouraged to adopt sustainable practices and supported by your firm through public transit benefits, bicycle accommodations, telecommuting options, support for green seminar attendance, becoming US Green Building Council LEED accredited, or creating an internal "green team."

Education of your staff about green practices, education of your business peers about your green accomplishments, education of your community by your sustainability, or notice of any environmental awards your firm has achieved.

CONTINUE TO NEXT PAGE

Furnish and Install Perimeter Fencing for Lake County Public Works Dept., Libertyville, IL.

Bid #19183

October 2019

Bidder Name _____

Attach additional sheets if necessary.

Waste Minimization

Energy Efficiency

Water Efficiency

Staff

Education

REFERENCES

**Furnish and Install Perimeter Fencing for Lake County Public Works Dept., Libertyville, IL.
Bid #19183 October 2019**

(This section must be completed and returned with bid. Attach additional pages as required to complete required documentation.)
List below current/past customers and local governmental entities similar in size and scope of operation to Lake County where you have provided similar equipment or services as described in this bid.

1. Entity: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Description of Services and Equipment Provided:

Date of Service: ___/___/___ To ___/___/___

2. Entity: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Description of Services and Equipment Provided:

Date of Service: ___/___/___ To ___/___/___

3. Entity: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Description of Services and Equipment Provided:

Date of Service: ___/___/___ To ___/___/___

Company: _____ Authorized Signature: _____
Date: _____ Title: _____



VENDOR DISCLOSURE STATEMENT

Vendor Name:			
Address:			
Contact Person:		Contact Phone #:	
Bid/RFP/SOI/Contract/Renewal:	Bid #19183		

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.