



# LakeCounty

## Purchasing Division

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

Lake County will be accepting **only** electronic bid submissions for Invitation for Bid #20158 – Purchase of Sand, Gravel, Stone and Spoil Removal Services.

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

1. Go to [www.lakecountypurchasingportal.com](http://www.lakecountypurchasingportal.com)
2. Click on the Bid Number: 20158
3. Click on register for this bid
4. Enter your username and password
5. Under the Submittals section you will be able to upload your bid submittal
  - a. Click on the browse button
  - b. Navigate your computer and select the appropriate file
    - i. Multiple files can be uploaded, each file can be no more than 20 MB
    - ii. Files can also be uploaded as a .zip file
  - c. Click on save submittals
  - d. Close the browser

Please follow the following steps to attend the Public Bid Opening:

1. Go to [www.lakecountypurchasingportal.com](http://www.lakecountypurchasingportal.com)
2. Click on the “Under Review” tab
3. Click on the Bid Number: 20158
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: 20158	Vendor Name: _____
Buyer: Yvette Albarran	
Bid Description: Purchase of Sand, Gravel, Stone and Spoil Removal Services	Deliver to: Lake County <b>ATTN: PURCHASING DIVISION</b> 18 N. County Street – 9 <sup>th</sup> Floor Waukegan, IL 60085
*Bid Due Date: November 4, 2020, 11:00 a.m. local time	

**\*Please note: Responses are due at 11:00 a.m. local time on November 4, 2020. Please allow sufficient time for any technical issues you may have and upload your bid early. Please email Purchasing at [purchasing@lakecountyil.gov](mailto:purchasing@lakecountyil.gov) to receive confirmation that we have successfully received your submissions.**



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

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

Access Bid Results:  
<http://www.lakecountyil.gov/>

## SUBMISSION INFORMATION

INVITATION: #20158  
BID OPENING DATE: November 4, 2020  
TIME: 11:00 A.M. Local Time  
LOCATION: Purchasing Division  
18 N. County St.  
9<sup>th</sup> Floor  
Waukegan, IL 60085  
  
ISSUANCE DATE: Submit 1 electronic copy  
October 13, 2020  
BUYER: Yvette Albarran

## INVITATION TO BID VENDOR INFORMATION

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

## PURCHASE OF SAND, GRAVEL, STONE, AND SPOIL REMOVAL SERVICES

### BID SHEETS

BIDDERS SHALL COMPLETE THE BID SHEETS BELOW

**TOTAL BID AMOUNT FOR BID ITEMS #1 THROUGH #17** \$ \_\_\_\_\_

**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. ☐

Bidder suggests the following substitutions, and will reduce this Bid in the amount shown for each accepted item.

Item Specified	Substitution	Amount to Reduce Bid
_____	_____	_____
_____	_____	_____
_____	_____	_____

### 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 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: \_\_\_\_\_

Bid Items for Lake County Public Works and Lake County Division of Transportation					
BID ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENSION
1.	SAND – FA6 (Torpedo Sand). Unit Price includes all cartage charges.	400	Ton	\$	\$
2.	GRAVEL – CA6- Grade 8 Limestone. Unit Price includes all cartage charges.	2,500	Ton	\$	\$
3.	GRAVEL – ¾" Limestone Chips. Unit Price includes all cartage charges.	600	Ton	\$	\$
4.	STONE – CA5 1½" (#8 Stone). Unit Price includes all cartage charges.	300	Ton	\$	\$
5.	STONE – Pea Gravel. Unit Price includes all cartage charges.	200	Ton	\$	\$
6.	GRAVEL – 1" to 3" Limestone. Unit Price includes all cartage charges.	100	Ton	\$	\$
7.	STONE - RR#3. Unit Price includes all cartage charges.	100	Ton	\$	\$
8.	PULVERIZED TOPSOIL. Unit Price includes all cartage charges.	400	Cubic Yard	\$	\$
9.	ROUGH TOPSOIL. Unit Price includes all cartage charges.	200	Cubic Yard	\$	\$
10.	HALSTO RR #4 (6" – 12' Limestone). Unit Price includes all cartage charges.	50	Ton	\$	\$
11.	HALSTO MED RR (9" – 18" Limestone). Unit Price includes all cartage charges.	50	Ton	\$	\$
12.	CRETEX 3" Clear (CA – 1 Limestone)	100	Ton	\$	\$
13.	CRETEX 3" – 6" RIPRAP (Limestone)	100	Ton	\$	\$
14.	Washed #6 Stone (CA 7 – 11)	100	Ton	\$	\$
15.	SPOIL REMOVAL – Clean Asphalt – Pick-up, Haul Away, and Dump in 20-Ton Loads	800	Ton	\$	\$
16.	SPOIL REMOVAL – Clean Concrete – Pick-up, Haul Away, and Dump in 20-Ton Loads	200	Ton	\$	\$
17.	SPOIL REMOVAL – Black Dirt, Clay Loam, Grass, Gravel – P/U, Haul Away, and Dump in 20-Ton Loads	7,000	Ton	\$	\$
		TOTAL BID ITEM #1. through BID ITEM #17.			
BID ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENSION
18.	Village of Lake Zurich – SAND – FA6 (Torpedo Sand). Unit Price includes all cartage charges.	100	Ton	\$	\$
19.	Village of Lake Zurich - GRAVEL – CA6- Grade 8 Limestone. Unit Price includes all cartage charges.	100	Tons	\$	\$

20.	Village of Lake Zurich – SPOIL REMOVAL – Black Dirt, Clay Loam, Grass, Gravel – P/U, Haul Away, and Dump in 20-Ton Loads	20	Loads	\$	\$
		TOTAL BID AMOUNT FOR THE VILLAGE OF LAKE ZURICH			\$
BID ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENSION
21.	Village of Lincolnshire – RED ROCK GRANITE (SCREENED) 3/8" AND UNDER. Unit Price includes all cartage charges.	30	Ton	\$	\$
22.	Village of Lincolnshire – GRAVEL – CA9- Grade 9 Limestone. Unit Price includes all cartage charges.	150	Ton	\$	\$
23.	Village of Lincolnshire – SAND – FA6 (Torpedo Sand). Unit Price includes all cartage charges.	100	Ton	\$	\$
24.	Village of Lincolnshire – GRAVEL – CA6- Grade 8 Limestone. Unit Price includes all cartage charges.	230	Ton	\$	\$
25.	Village of Lincolnshire – GRAVEL – ¾" Limestone Chips. Unit Price includes all cartage charges.	12	Ton	\$	\$
26.	Village of Lincolnshire – PULVERIZED TOPSOIL. Unit Price includes all cartage charges.	5	21 Ton Truckload	\$	\$
27.	Village of Lincolnshire – SPOIL REMOVAL – Clean Asphalt – Pick-up, Haul Away, and Dump in 20-Ton Loads	2	20 Ton Loads	\$	\$
28.	Village of Lincolnshire – SPOIL REMOVAL – Clean Concrete – Pick-up, Haul Away, and Dump in 20-Ton Loads	2	20 Ton Loads	\$	\$
29.	Village of Lincolnshire – SPOIL REMOVAL – Black Dirt, Clay Loam, Grass, Gravel – P/U, Haul Away, and Dump in 20-Ton Loads	55	15 Ton Loads	\$	\$
		TOTAL BID AMOUNT FOR THE VILLAGE OF LINCOLNSHIRE			\$
30.	Village of Mundelein - PULVERIZED TOPSOIL. Unit Price includes all cartage charges.	50	Yards	\$	\$
31.	Village of Mundelein - SPOIL REMOVAL – Black Dirt, Clay Loam, Grass, Gravel – P/U, Haul Away, and Dump in 15-Ton Loads	2655	Tons	\$	\$
		TOTAL BID AMOUNT FOR THE VILLAGE OF MUNDELEIN			\$
32.	Village of Libertyville - SAND – FA6 (Torpedo Sand). Unit Price includes all cartage charges.	50	Tons	\$	\$

33.	Village of Libertyville - GRAVEL – CA6- Grade 8 Limestone. Unit Price includes all cartage charges.	700	Tons	\$	\$
34.	Village of Libertyville - SPOIL REMOVAL – Clean Asphalt – Pick-up, Haul Away, and Dump in 20-Ton Loads.	2	Tons	\$	\$
35.	Village of Libertyville - SPOIL REMOVAL – Clean Concrete – Pick-up, Haul Away, and Dump in 20-Ton Loads	2	Tons	\$	\$
36.	Village of Libertyville - SPOIL REMOVAL – Black Dirt, Clay Loam, Grass, Gravel – P/U, Haul Away, and Dump in 20-Ton Loads	520	Tons	\$	\$
		TOTAL BID AMOUNT FOR THE VILLAGE OF LIBERTYVILLE			\$
BID ITEM #	UNIT PRICE BID ITEMS for all Units of Local Government identified in this Bid.			UNIT	UNIT PRICE
37.	Truck Rental Per Hour – driver included (6-wheel truck with approximate 10-Yard Capacity)			Hour	\$
38.	Truck Rental Per Hour – driver included (semi-truck, tractor/trailer with approximate 20-Yard Capacity)			Hour	\$

## 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 19<sup>th</sup> Judicial Circuit Court, State of Illinois.

**1.0 INTENT**

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

**2.0 WORK INCLUDED**

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

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

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

**3.0 AWARD**

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

**4.0 BID PRICE**

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

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

## **5.0 SUBMISSION OF BIDS**

Bids will be accepted until **11:00 a.m. local time on November 4, 2020 via the Lake County Purchasing Portal.**

Each bid must include the following completed and signed forms and submissions:

- a. One (1) original "Invitation to Bid" including signed form with Total Bid Amount.
- b. One (1) electronic copy.
- c. One (1) Contractor Qualification Form.
- d. One (1) Reference Form.
- e. One (1) Equipment capability Form.
- f. One (1) Sub-Contractor Information Form.
- g. One (1) Addendum Acknowledgement Form.
- h. Bidders shall complete and submit a Statement of Sustainability to ensure bidders are incorporating sustainability into their firm's practices. Appendix A, 2 pages is included herein for this purpose.
- i. Vendor Disclosure Statement.

## **6.0 COMPLETION OF FORMS**

Contractor shall provide customer references, contractor qualifications, equipment capability, and a statement of sustainability on the forms provided herein. Please provide a list of customer references with a minimum volume equal to Lake County's estimate with multi-site delivery locations comparable to Lake County. Each bidder must demonstrate at least five (5) years' prior experience, as a full-time firm primarily, continuously and actively engaged in sand, gravel and spoil removal service and supplying materials described herein. These criteria will be considered in selecting a successful bidder.

## **7.0 DELIVERY CONDITIONS**

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

## **8.0 PRODUCT SPECIFICATIONS**

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

## **9.0 SPOIL DISPOSAL**

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

## **10.0 TERM**

This contract shall be in effect from the date of execution and continue until for the period until December 31, 2021 from the date of award. At the end of any contract term, Lake County reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place. For any year beyond the initial year, this contract is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the County to appropriate funds in future contract years.

## **11.0 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 work completed 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.



**13.0 VOLUME/ESTIMATED QUANTITY**

The quantities indicated herein, are estimates of the total quantity to be used during a 12-month period. 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.

**14.0 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.

**15.0 SAMPLES**

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

**16.0 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.

**17.0 PURCHASE ORDER AND PAYMENT**

After the item(s) have been furnished to and accepted by the ordering agency, the Contractor shall submit a detailed invoice matching the items and prices of the bid, to the ordering agency for payment within thirty (30) days, in accordance with the Local Government Prompt Payment Act.

<b>Village of Lincolnshire</b> One Olde Half Day Road Lincolnshire, IL 60069	<b>Lake County Public Works</b> 650 W. Winchester Road Libertyville, IL 60048	<b>Village of Libertyville</b> 118 W. Cook Avenue Libertyville, IL 60048
<b>Village of Lake Zurich</b> 70 East Main Street Lake Zurich, IL 60047	<b>Lake County Division of Transportation</b> 600 W. Winchester Road Libertyville, IL 60048	<b>Village of Mundelein</b> 440 E. Crystal St. Mundelein, IL 60060

**18.0 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.

**19.0 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) (if applicable)

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

Employers Liability

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

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

Commercial General Liability Insurance (Required)

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

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

With limits of liability not less than:

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

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

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

Automobile Liability Insurance

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

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

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

Liability Insurance Conditions

Contractor agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- b) The Contractor's insurance shall be primary in the event of a claim.
- c) Contractor agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change;
- d) All local government units 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, Lake County may purchase such insurance coverage and charge the expense to the Contractor.

Provide separate endorsements to name Lake County, the Village of Mundelein, the Village of Lincolnshire, the Village of Lake Zurich and the Village of Libertyville as additional insured as their interest may appear, and; to provide thirty (30) notice, in writing, of cancellation or material change.

**20.0 HOLD HARMLESS CLAUSE**

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

**21.0 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.

**22.0 ADDITIONAL INFORMATION**

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

**23.0 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.

**24.0 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.

## 25.0 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.

## 26.0 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.

## 27.0 REPORTING REQUIREMENTS FOR AWARDED CONTRACTS

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

and ethnicity. Lake County may use any data collected to report on potential of businesses and workers benefitting from County contracts.

**28.0 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.

## CONTRACTOR QUALIFICATIONS

(ATTACH ADDITIONAL PAGES AS NEEDED)

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

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

Name	Position	# Years	Responsibility/Experience	Task

### CONTRACTOR QUALIFICATIONS (continued)

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

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

[illegible]

(ATTACH ADDITIONAL PAGES AS NEEDED)

## EQUIPMENT

**MAKE**

## MODEL

This image shows a full page of blank white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page, providing a template for writing or drawing. There are no margins, text, or other markings present.



## SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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\_\_\_\_\_

\_\_\_\_\_

.....

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## 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	_____



**Addendum Acknowledgement Bid #20158**

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:	#20158
Company Name:	
Authorized Representative:	
Authorized Representative:	<i>Signature</i>
	<i>Print</i>
Date:	

It is the vendor’s responsibility to check for addendums, posted on the website at <http://lakecountypurchasingportal.com> prior to the submittal due date. No notification will be sent when addendums are posted unless there is an addendum within three business days of the submittal due date.

If the submittal has already been received by Lake County, vendors are required to acknowledge receipt of addendum via email to [purchasing@lakecountyil.gov](mailto:purchasing@lakecountyil.gov) prior to the due date.

Submittals that do not acknowledge addendums may be rejected.

All responses are to be submitted in a sealed envelope. Envelopes are to be clearly marked with required submittal information.

## APPENDIX A

### SUSTAINABILITY STATEMENT INSTRUCTIONS

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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

Bidder Name\_\_\_\_\_

Attach additional sheets if necessary.

Waste Minimization

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Energy Efficiency

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Water Efficiency

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Staff

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Education

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## APPENDIX B

### Contact Information:

Agency Name	Delivery Location	Contact Name	Contact Phone Number	Contact Email	Hours of Delivery
Lake County Public Works	Various Lake County Facilities	Joshua Casper	847-377-7161	<a href="mailto:JCasper@lakecountyil.gov">JCasper@lakecountyil.gov</a>	7:00 a.m. to 3:00 p.m.
Village of Lake Zurich	505 Telser Road Lake Zurich, IL 60047	Michael Cernock	847-550-1775	<a href="mailto:mike.cernock@lakezurich.org">mike.cernock@lakezurich.org</a>	7:00 a.m. to 3:00 p.m.
Village of Lincolnshire	205 Schelter Road Lincolnshire, IL 60069	Brad Woodbury	847-913-2381	<a href="mailto:bwoodbury@lincolnshireil.gov">bwoodbury@lincolnshireil.gov</a>	7:00 a.m. to 3:00 p.m.
Lake County Division of Transportation	600 Winchester Road, Libertyville, IL	Larry Savage	847-377-7422	<a href="mailto:LSavage@lakecountyil.gov">LSavage@lakecountyil.gov</a>	7:00 a.m. to 3:00 p.m.
Village of Mundelein	440 E. Crystal St. Mundelein, IL 60060	Kelsey Langelier	847-949-3269	<a href="mailto:klangelier@mundelein.org">klangelier@mundelein.org</a>	7:00 a.m. to 3:00 p.m.
Village of Libertyville	118 W. Cook Avenue Libertyville, IL 60048	Michael Brady	847-362-3434	<a href="mailto:mbrady@libertyville.com">mbrady@libertyville.com</a>	7:00 a.m. to 3:00 p.m.



# VENDOR DISCLOSURE STATEMENT

Vendor Name:			
Address:			
Contact Person:		Contact Phone #:	
Bid/RFP/SOI/Contract/Renewal:	Bid #20158		

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.)

		Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made
Recipient	Donor			

Continuing disclosure is required if information changes. This Vendor Disclosure Statement form is available at [www.lakecountyil.gov](http://www.lakecountyil.gov).

The full text of the County's Ethics and Procurement policies and ordinances are available at [www.lakecountyil.gov](http://www.lakecountyil.gov).

I hereby acknowledge that the information above is accurate and complete, that I am an authorized signer on behalf of the vendor, that I have read and understand these disclosure requirements, and that I agree to update this information if there are any related changes by submitting a new Vendor Disclosure Statement.

Authorized Signature:		Title:	
Printed Name:		Date:	

Vendors must insert "x" in the following box indicating exception and provide a brief narrative for exception.

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