



SUBMISSION INFORMATION

INVITATION TO BID

Lake County
Purchasing Division
18 North County Street - 9th floor
Waukegan, Illinois 60085-4350, (847) 377-2929
[EMAIL: purchasing@lakecountyil.gov](mailto:purchasing@lakecountyil.gov)

INVITATION#: 13073

BID OPENING DATE: March 14, 2013

TIME: 2:00 p.m. Local Time

LOCATION: Purchasing Division

Submit one (1) original and one (1) unprotected electronic version of the bid submission on a CD.

Access Bid Results:

<http://www.lakecountyil.gov/Finance/purchasing/Pages/BidsRFPs.aspx>

ISSUANCE DATE: February 28, 2013

BUYER: Larry Wollheim

INVITATION TO BID CONTRACTOR INFORMATION

Company Name: _____

Address: _____

City, State, Zip Code: _____

COLLISION REPAIRS FOR LAKE COUNTY DIVISION OF TRANSPORTATION, LIBERTYVILLE, IL

ITEM	DESCRIPTION	GROSS ESTIMATED ANNUAL EXPENDITURE	PERCENTAGE DISCOUNT	NET DISCOUNTED ANNUAL EXPENDITURE
1.	Percentage discount for all LABOR , off collision repairs, in accordance with the specifications, including vehicle pick-up, delivery, and towing. Appraisals over \$ 3,500.00 will be verified by an independent appraiser.	\$ 41,400.	_____ %	\$ _____
2.	Percentage discount for all BODY PARTS , off collision repairs, in accordance with the specifications, Appraisals over \$ 3,500.00 will be verified by an independent appraiser.	\$ 59,800.	_____ %	\$ _____
3.	Add the combined total of the NET DISCOUNTED ANNUAL EXPENDETURE of Bid Item #1 and #2.			\$ _____

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.

Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered.

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 request 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.

Prompt payment discount: ____% ____ days.

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED.

Authorized Signature: _____

Company Name: _____

Typed/Printed Name: _____

Date: _____

Title: _____

Telephone Number: _____

E-mail: _____

Fax Number: _____

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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 Division 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, strikeouts 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 sixty (60) 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.

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GENERAL TERMS AND SPECIFICATIONS

**COLLISION REPAIRS FOR LAKE COUNTY DIVISION OF TRANSPORTATION,
LIBERTYVILLE, IL**

February 2013

1. Intent: The intention of Lake County is to enter into a contract with a qualified ASE AND I-CAR-certified repair shop capable of performing collision repairs (hereinafter "repairs") based on appraisals generated on Mitchell Ultra Data Base System, or system approved by Lake County. Appraisals over \$ 3,500.00 will be verified by an independent appraiser. The awarded Contractor shall perform repairs in accordance with the appraisal and specifications herein, including pick-up and delivery, for the percentage discount bid off said appraisals for net labor and body parts.

Contractor shall provide prompt and reliable service in accordance with the specifications herein.

2. Work Included: The work to be performed by the Contractor shall include the repairs stipulated in the appraisal, including pick-up, delivery, and towing if necessary. If towing is required, the Contractor is also responsible to include the towing charges for passenger vehicles, passenger vans, and pick-up trucks, in the repair and in the bid prices, at no additional charge to Lake County. Contractor shall complete the repairs within the timeframe specified in the appraisal and return the vehicle in operating condition. Contractor shall provide DOT with a weekly update, including the status of any Lake County vehicle at the Contractor's shop, via e-mail.

For drivable vehicles, Lake County reserves the right to drive these vehicles to the repair facility, to obtain an appraisal while waiting. In order to facilitate the quickest estimating time, Lake County will call the awarded Contractor in advance, to schedule a time for the estimate. It will be understood, that when the Lake County driver arrives at the scheduled time, the Contractor will provide the estimate ASAP. If it is not possible to complete the estimate while the driver is present, the Contractor should take photos of the damage and complete the estimate after the driver has left.

3. Submission of Bids: Bids will be accepted until **2:00 p.m. local time, March 14th, 2013**, at the Lake County Purchasing Division, 9th Floor, and 18 North County Street, Waukegan, Illinois 60085-4350. Each bid must include the following completed and/or signed forms:

- A. Bid Sheet (Page 1)
- B. Contractor Qualifications Sheets (Pages 13-14-15)
- C. Sub-Contractor Information (Page 16)
- D. Equipment Capability Form (Page 17)
- E. References (Page 18)

4. Estimated Quantity: Lake County has a fleet of approximately 500 vehicles. Approximately 400 vehicles are passenger cars and the remainder of vehicles is comprised of trucks and miscellaneous contractor type equipment. It is estimated that Lake County will repair 75 vehicles per year. The estimated expenditure for one (1) year is \$84,000.00. 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.

5. Bid Pricing: Bid price is comprised of a set percentage discount off appraisal for net labor and body parts and shall include pick-up, delivery, and towing if necessary, to any address within Lake County, Illinois. Percentage discount shall remain firm for the term of the agreement, including renewal options. Bidders shall calculate the net discounted annual expenditure for repairs based upon the percentage discount bid on the bid sheet.

Appraisals will be generated on Mitchell Ultra Mate Data Base System, or system approved by Lake County, utilizing the following labor rates. For bid evaluation benchmark purposes, Bidders are instructed to quote their percentage discount off the 2013 labor rates as follows:

	2013
<u>Type of Repairs</u>	<u>Labor Rate</u>
Body Repairs and Paint:	\$50.00 per hour
Paint & Material	\$30.00 per hour
Frame Repairs	\$60.00 per hour
Mechanical Repairs	\$75.00 per hour

Labor rate throughout the first year of the contract shall remain firm/fixe. Written requests for labor rate revisions after the first year shall be submitted sixty (60) days in advance of receipt of order to Lake County Purchasing. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead or profit. The County reserves the right to reject any price increase and elect not to renew the contract. Percentage discount shall remain firm through the term of this contract.

6. Delivery and Pick-up: The Contractor shall be responsible for pick-up and delivery of the vehicles. If towing is required, the Contractor is also responsible to include the towing charges for passenger vehicles, passenger vans, and pick-up trucks, in the repair and in the bid prices, at no additional charge to Lake County. Pick-up and delivery will typically be from Lake County Division of Transportation, 600 West Winchester Road, Libertyville, Illinois, within the hours of 6:30 AM – 3:00 PM Monday - Friday. However, the Contractor shall be responsible if pick-up is required from another location in Lake County. Lake County may deliver vehicles to the Contractor’s facility if it so chooses.

7. Damages: After the Contractor has picked up the vehicle or the vehicle is delivered to the Contractor, the Contractor shall be fully responsible and liable for all damages to and/or caused by the vehicle until the County accepts return delivery. The Contractor must meet the insurance requirements described herein.

8. Security: The Contractor must provide indoor security at their facility for vehicles overnight and when closed. Electronic security or other security as acceptable to the County must be provided.

9. Authorization: A Purchase Order will be issued for the work covered under this contract. A written authorization and claim number will be issued by Lake County Risk Management to authorize each repair.

10. Invoices and Payments: The Contractor shall submit invoice(s) detailing the goods provided, with a copy of the appraisal, when returning the vehicle to Lake County DOT and also submit an invoice to DOT via e-mail. All related paperwork must also be submitted when the vehicle is returned to Lake County DOT. This includes, but is not limited to, alignment information and vehicle inspection information. Contractor must e-mail invoices to Lake County DOT, within 48 hours of delivering the completed vehicles to Lake County DOT. Each invoice shall indicate the discounts submitted in this bid and the combined total discounted value for each repair. Payment shall be made in accordance with the Local Government Prompt Payment Act. Purchase order number must be indicated on all invoices.

11. Service Time: The vehicle must be completely repaired and returned to D.O.T. by the date and time indicated on the appraisal/written quote. If the Contractor fails for any reason, excepting delays caused by conditions beyond the control of the Contractor, to deliver vehicle within the “Return to Service” date and time after receipt of purchase order, or such adjustment in the Contract Time as authorized by written Change Order, it is hereby agreed that Lake County shall have the right to deduct as liquidated damages from any money or monies due or coming due to the Contractor, an amount equal to \$25 per day for each and every calendar day until receipt of vehicle by Lake County.

12. Vehicle Condition at Return: The vehicle must be completely repaired as specified on the appraisal, including all collision repairs and body repairs needed, frame straightening, resetting of dash/alert lights such as tire and airbag, and wheel alignment service as needed.

Vehicles must be returned in ready-for-service condition. The inside and outside of the vehicle must be cleaned of all dirt, dust and debris resulting from damage and subsequent repair of damage, in particular any paint overspray. Vehicles that are not roadworthy, or if repairs are not complete or acceptable, will be returned to the Vendor for repair as needed at no additional cost. Tires and rims will be supplied by Lake County DOT.

NOTE:

A “**Collision Repair Inspection Check-List prior to Delivery of Vehicle**” is included at the end of this bid. Contractor shall incorporate this check-list or a similar procedure in assuring that each item on the check-list is inspected prior to the delivery of each vehicle.

Decals and emergency lights, such as strobe lights and light bars, will be installed by Lake County. Contractor shall provide DOT with a separate estimate for the replacement of these items, for the purpose of Lake County recouping these costs from other party’s insurance companies.

13. Repair: Vendors are responsible to repair all visible damage at the appraisal price less the discount, whether or not such visible damage is specifically itemized on the appraisal. No change orders shall be approved for visible damage in addition to the original appraisal.

Note: If new tires and/or rims are needed, the Division of Transportation shall be notified to supply these to the Vendor for pick-up at D.O.T.

In the event hidden damage is found, Vendor must contact Lake County and advise of such findings. In all such instances, repair of hidden damage requires prior approval of Lake County. Failure to obtain prior approval for repair of hidden damage without written authorization from Lake County will relieve Lake County from any obligation to pay for such work. If appraiser is dispatched to investigate hidden damage and said appraiser determines claims to be unfounded, Vendor shall be charged a \$50 appraisal fee.

Lake County reserves the right to determine the “Return to Service” time required for vehicle repairs to ensure that Lake County does not experience undue delays in the return of vehicles to service.

14. Replacement Parts: All mechanical parts must be O.E.M. or approved equal to or better in new and unused condition.

- All paints, thinners, solvents, etc. used must be lead-free and O.E.M. standard.
- All body repair parts shall be O.E.M. or approved equal to or better. Used parts or quality replacement parts may be supplied whenever available, if the cost for such parts does not exceed 80% of the O.E.M. replacement part cost. Lake County will provide salvage parts when available.

15. Term: This contract shall be in effect for a one (1) year period from the date of award. Lake County reserves the right to renew this contract for four (4) additional one (1) year period(s), subject to acceptable performance by the Contractor(s). 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.

16. Guarantee: The Contractor must guarantee work for a period of six (6) months from date of final acceptance. The final acceptance shall not be binding upon Lake County, nor conclusive, if it is determined that the Contractor furnished inferior item(s) or services and deviated from the specifications and/or the terms of the contract. Should such a condition become evident, Lake County shall have the right, notwithstanding final acceptance and payment, to cause the item or items to be properly furnished in accordance with the specifications at the cost and expense of the Contractor. Should inferior quality material be delivered or latent defects appear, replacement must be accomplished within five (5) calendar days at no additional cost to Lake County.

17. Award: Lake County intends to award this bid to the lowest responsive and responsible bidder who best meets the bid specifications and evaluation criteria and on the basis of the highest discount off the appraisal, net total cost of labor and body parts. Upon receipt of bids, Lake County may request the manufacturer's list pricing for 15 to 25 randomly selected parts from each bidder, to calculate the net cost for body parts. Lake County does not intend to disclose the specific items that will be used in the price analysis so as to prevent the possibility of unbalanced bidding. All potential Contractors are invited to bid their best percentage discount. Contractor shall be an ASE and I-CAR-certified repair shop and shall have specific experience supplying similar service to other customers with similar volume and multiple locations. In addition, Lake County reserves the right to consider value-added service and other related factors in the award decision. Lake County reserves the right to request additional information subsequent to the bid date for evaluation purposes.

18. Evaluation Criteria and Contractor's Qualifications: All bidders must be qualified, licensed collision repair facilities and demonstrate the capability to provide all materials and service required in accordance with the bid specifications. Bids shall be evaluated as follows (not listed in order of priority):

- Bid pricing – discount off labor
- Bid pricing – discount off body parts
- Bid pricing – total net discounted annual expenditure
- ASE AND I-CAR-certified technicians – body and mechanical repairs
- Parts inventory
- Years in business
- Providing similar service to other organizations of similar size
- Staffing
- ASE AND I-CAR-approved facility and proximity to Lake County
- Facility Security
- Ability to perform in accordance with bid specification

- Equipment inventory
 - Unibody frame straightening machine
 - MIG welding equipment
 - Vehicle lifts
 - Low rise portable air lift
 - Vehicle stands
 - Hydraulic floor jack
 - 4-wheel alignment capabilities
 - Vehicle body panel corrosion protection applicator
 - Headlight aimer
 - Friction weld dent-pulling system
 - Battery charger/booster
 - Grinders
 - High-pressure steam cleaner
 - High-pressure parts washer (non solvent-based)
 - Plasma cutter

- Porto-power (4 ton – 10 ton each)
- Digital camera to document damage/repairs
- References
- Timeliness of service
- OSHA compliance
- EPA compliance
- Hazardous waste compliance (waste disposal)

Upon receipt of bids and whenever desired under the terms of this contract, Lake County personnel shall visit the Vendor's location to review personnel, qualifications, capabilities, equipment and supplies available to perform work required.

The County reserves the right to consult references, financial statements and any other resources to determine the capability of the bidder.

19. Security Clearance of Personnel: Since work pursuant to this contract may be performed on confidential security vehicles, the Lake County Sheriff's Department will conduct a background check on all employees, supervisors and laborers who will be working on Lake County vehicles. Lake County reserves the right to reject any and all bidders who do not receive security clearance approval from the Sheriff's Department.

20. Bidders References: Contractor shall provide customer references, contractor and sub-contractor qualifications, and equipment capability on the forms that follow. Please provide a list of customers with a minimum volume equal to the County's estimate, customers with multi-site locations, and service comparable to Lake County. Bidder shall provide five (5) references from commercial and governmental accounts and one (1) reference from an insurance company.

NOTE: All bidders must complete the attached Contractor Qualifications, Subcontractor Information, Equipment Capability and Reference forms included herein. Completed forms must be submitted with your bid.

21. 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, schedule a presentation before an individual or a team, or perform other activities related to comprehensive bid review and determination of the lowest responsive and responsible bidder who best meets the specifications.

22. 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.

23. Insurance: The Contractor must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois and provide the County with evidence of insurance. Insurance in the following types and amounts is necessary:

- Worker's Compensation Insurance covering all liability of the Offeror arising under the Worker's Compensation Act and Worker's Occupational Disease Act.
- Comprehensive General (Public) Liability in a broad form, to include coverage for the following where exposure exists:
Premises/Operations, Independent Contractors,

Products/Completed Operations, Personal Injury and Contractual Liability, limits of liability not less than:

\$1,000,000 each occurrence

\$2,000,000 general aggregate

- **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.

Each Occurrence Limit: \$ 1,000,000

Certificates of Insurance and endorsements evidencing the above required insurance shall be provided prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) 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 North County Street, 9th Floor
Waukegan, IL 60085
Attn: RuthAnne Hall

NOTE: Failure to comply: In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement, Lake County may purchase such insurance coverages and charge the expenses thereof to the Contractor.

24. 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 Lake 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, Lake 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.

25. 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. Lake County reserves the right to have an independent appraiser of their choice evaluate the vehicle at any time.

26. Audit: Contractor shall make available and retain all records and cost information related to this contract for a period of two years beyond the contract expiration date.

27. Jurisdiction, Venue, Choice of Law: This contract resulting shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court, State of Illinois.

28. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, please email to purchasing@lakecountyil.gov no less than seven (7) days prior to the bid opening date. Questions may also be faxed to Lake County Purchasing Division (847) 984-5889. ANY and ALL changes to these specifications are valid only if they are included by written Addendum to All Bidders. 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 so 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.

29. ADDENDA

Any and all changes to the specifications and terms and conditions of this Bid are valid only if they are included by written addendum to all bidders, which will be e-mailed prior to the bid opening date to all who are known to have received a complete Invitation to Bid. Each potential Bidder shall acknowledge receipt of any addenda by signing such addendum and returning a copy to the Lake County Purchasing Division prior to, or along with, a sealed bid. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the bid therein. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. Addenda are available on the Lake County Web-Site at <http://www.lakecountyiil.gov/Finance/purchasing/Pages/BidsRFPs.aspx>

30. 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.

31. Change in Status: The Contractor shall notify Lake County immediately of any change in status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation of 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.

32. Precedence: Where there appears to be variances or conflicts, the following order of precedence shall prevail: Lake County Specifications; Lake County General Terms and Conditions; Lake County Invitation for Bids General Terms and Specifications, and the Contractor's Bid Response.

33. 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.

34. 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.

35. Contract Claims: All unresolved claims are to be submitted to the Director of Central Services, Lake County, and resolved in accordance with the Appeals and Remedies provisions of the Lake County Purchasing Ordinance.

36. Inspection: Lake County reserves the right to inspect, at any time during normal business hours, the Contractor's facilities and procedures for accepting, storing and releasing vehicles.

37. Reporting: Contractor shall provide reports listing vehicles and their status. The reports shall contain information and be in a format acceptable to Lake County.

The reports shall include vehicle year, make, model, color, Vehicle Identification Number, date towed, date inventoried, and return to service date.

38. 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 or proposer. The bidder or proposer agrees that Lake County shall not be responsible in any way for purchase orders or payments made by the other governmental units. The bidder or proposer further agrees

that all terms and conditions of this Contract shall continue in full force and effect as to the other governmental units during extended terms. The credit or liability of each governmental unit shall remain separate and distinct. Disputes between bidders or proposers and governmental units shall be resolved between the immediate parties.

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

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

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.

NOTE: Award will consider all value-added services and all optional value-added services. Please list all optional value-added services on the Contractor Qualifications sheet included herein.

Qualifications shall include, at a minimum:

	Qualifications	Compliant	Non-Compliant	Explanation
1	ASE AND I-CAR-certified technicians - body and mechanical repairs			
2	Parts inventory			
3	Years in business			
4	Providing similar service to other organizations of similar size			
5	Staffing			
6	ASE AND I-CAR-approved facility and proximity to Lake County			
7	Facility Security – Describe your facility security			
8	Ability to perform in accordance with bid specifications			
9	Equipment inventory - Unibody frame straightening machine			
	- MIG welding equipment			
	- Vehicle lifts			
	- Low rise portable air lift			
	- Vehicle stands			
	- Hydraulic floor jack			
	- 4-wheel alignment capabilities			
	- Vehicle body panel corrosion protection applicator			
	- Headlight aimer			
	- Friction weld dent-pulling system			
	- Battery charger/booster			
	- Grinders			
	- High-pressure steam cleaner			
	- High-pressure parts washer (non solvent-based)			
- Plasma cutter				
- Porto-power (4 ton – 10 ton each)				
- Digital camera to document damage/repairs				

	Qualifications	Compliant	Non-Compliant	Explanation
10	References			
11	Timeliness of service			
12	OSHA compliance			
13	EPA compliance			
14	Hazardous waste compliance (waste disposal)			
15	Provide number of years in business			_____ years in business
16	Staffing - Number of supervisors			_____ supervisors
	- Number of body and fender technicians			_____ body & fender technicians Certified? Yes / No (<i>circle one</i>) Attach certifications
	- Number of welding technicians			_____ welding technicians Certified? Yes / No (<i>circle one</i>) Attach certifications
	- Number of frame straightening technicians			_____ frame straight. technicians Certified? Yes / No (<i>circle one</i>) Attach certifications
	- Number of mechanical technicians (front and rear wheel alignment)			_____ mechanical technicians Certified? Yes / No (<i>circle one</i>) Attach certifications
	- Number of painting technicians			_____ painting technicians Certified? Yes / No (<i>circle one</i>) Attach certifications
17	Value-added services - List value-added services			

SUB-CONTRACTOR INFORMATION
(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: _____ # Years In Business: _____

Address: _____ # Years Used By Contractor: _____

Check all that are applicable: _____ Small Business Enterprise (SBE) _____ Woman Business Enterprise (WBE)
_____ Minority Business Enterprise (MBE) _____ Disability Business Enterprise (DBE)

Services Provided by Sub-Contractor: _____

Mfr. Certifications: _____

SUB-CONTRACTOR INFORMATION
(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: _____ # Years In Business: _____

Address: _____ # Years Used By Contractor: _____

Check all that are applicable: _____ Small Business Enterprise (SBE) _____ Woman Business Enterprise (WBE)
_____ Minority Business Enterprise (MBE) _____ Disability Business Enterprise (DBE)

Services Provided by Sub-Contractor: _____

Mfr. Certifications: _____

SUB-CONTRACTOR INFORMATION
(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: _____ # Years In Business: _____

Address: _____ # Years Used By Contractor: _____

Check all that are applicable: _____ Small Business Enterprise (SBE) _____ Woman Business Enterprise (WBE)
_____ Minority Business Enterprise (MBE) _____ Disability Business Enterprise (DBE)

Services Provided by Sub-Contractor: _____

Mfr. Certifications: _____

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 _____

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

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

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

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

Body Work Inspections:

All Nuts & Bolts Tight & Brushed For Chips
Welds Finished Out & Undercoated As Needed
Check Gaps On All Panels Worked
Check For Any Bare Metal & Fix If Necessary
Check Doors To Open Properly If Related
Check Hood & Trunk To Open Properly If Related
Check For All Retaining Clips Installed
Check For Loose Moldings
Check Back Glass & Windshield Moldings Secure
Check For Wind-Noise On All Side Hits

Paintwork Inspections:

Check Color-match Inside Shop As Well As Out
Check For Buffing Swirls While In Sunlight
Check For All Colors and Marks To Be Removed
Check Windows For Overspray
Check Jambs For Overspray
Check For Dirt Specs & Fish-Eyes In Paint
Check Edges Of Painted Panels To Be Smooth
Check For Any Imperfections In Paint
Remove Any Compound Residue On Edges and Jambs
Check Wheel Wells For Overspray
Check Rocker Panels For Overspray

General Inspection:

Antenna Installed
Floor Mats Installed
Wiper Arms Installed & Tightened
Windshield Washer Fluid Full
Any Dashboard Trouble Lights
Dome Light Working
Electric Windows & Door Locks
Mirrors Working Properly
Seat Belts Functioning
A/C & Heater Working As Well As Fans
(leave on long enough to blow out all dust)
Radio Working
Battery Cable Clean & Tight
Battery Charged
Emergency Brake Working
Alarm & Keypad Working
Jack & Tool Kit In Proper Place
Spare Tire Secured
Trunk Clean- Even Under Mats
All Old Parts Removed From Vehicle
Fluid Caps, A/C Line Caps Secure
Fuse Covers Installed
Check All Fluid Levels
Check Tires For Proper Air Pressure
Check Seats For Any Oil And / Or Dirt

Electrical Inspections:

Horn
Headlights Properly Aligned
All Lights Working Including Dash Lights