

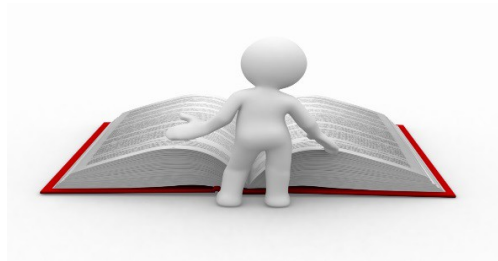
**LAKE COUNTY INDIANA**

**PURCHASING MANUAL**

**FOR**

**SUPPLIES, SERVICES, AND**

**PUBLIC WORKS**



**LAKE COUNTY BOARD OF COMMISSIONERS**

**KYLE W. ALLEN, SR.**  
**FIRST DISTRICT**

**JERRY TIPPY**  
**SECOND DISTRICT**

**MICHAEL REPAY**  
**THIRD DISTRICT**

**July 1, 2020**

## WELCOME TO THE AWARD WINNING WEBSITE

### THE INDIANA ASSOCIATION OF COUNTIES AWARDED TO LAKE COUNTY THE 2020 ACHIEVEMENT AWARD FOR THE LAKE COUNTY PURCHASING MANUAL

#### I. INTRODUCTION:

- A. The attached purchasing manual is actually an up dated version of the purchasing manual that won the 2020 award.
- B. The big difference is that in the attached manual the forms are fillable on line.

#### II. DIRECTIONS

Adobe Pro was utilized to convert the manual into a fillable form. Because this program was used you will need to do the following to print out your form after entering the data:

- A. Look at the page number of the page or pages you are going to print. For example, if it was a single page the number at the bottom.
- B. If you are printing more than one-page look at the number of the on the bottom of the first page and the number at the bottom of the last page you are going to print.
- C. If a single page, add 5 to the page number and print that out.
- D. If more than one page, add five to the number of the first page and five to the number of the last page.
- E. Examples
  - (1) **Form 30 on page 121 is a one-page form.** After you have made your entries in page 121, add 5 to 121 and have the computer printout page 126
  - (2) **Form 32 to a two-page form on pages 123 and 124.** After you have made your entries in the pages of Form 32, add 5 to each and have the computer printout 128 and 129.

#### III. LAKE COUNTY OFFICIALS, DEPARTMENT HEADS, AND STAFF

- A. The manual is and will continue to be a “work in progress”.
- B. Please submit any ideas for change or improvement in writing to the Lake County Commissioners’ Office

#### LAKE COUNTY BOARD OF COMMISSIONERS

**KYLE W. ALLEN, SR.**  
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## **FOREWARD**

The Lake County Board of Commissioners as the Lake County Purchasing Agency purchases supplies, contracts for services and implements public works improvements for this political unit.

The purpose of the manual is to bring together in one document the policies and documents that are a part of “purchasing”. Too often questions have arisen about what is the “purchasing policy” for this type of acquisition; what “forms” must be completed; what “procedure” is to be followed; and who has the “authority” to approve the request to form a contract. The intent is to have the manual serve as the source document, and the first place to turn for information to answer these inquiries. To make certain that the purchasing system produces the best results the Board of Commissioners concluded that a tool was needed.

Do not be alarmed by the length. Most offices and departments will utilize only the sections for supplies and services. Many sections relate only to public works projects. This activity is limited to only a small number of county officials and employees.

Purchasing is a difficult and demanding area. The regulations are enumerated in state statutes and expanded upon in memoranda from the Indiana State Board of Accounts.

As custodians of the public’s tax money every office and department must make certain that every available method to purchase equivalent supplies, services, and public works at the lowest cost is explored. For this reason the Board of Commissioners has prepared this manual.

While certain pieces were already in place, the manual brings together the information under “one cover” and adds missing segments. There are no major changes in policy. A few dollar “ranges” have been tweaked.

The objectives are threefold:

1. First: Make certain that the available alternatives “to buy” are known and analyzed at the time of purchase.
2. Second: Identify the purchasing techniques that are used by the various offices and departments.
3. Third: Permit the office or department to review the data to determine if a more cost effective purchasing method can be employed.

The idiom to keep in mind is: “leave no stone unturned” to get the “best product or service” at the “lowest price.”

A project of this size is the result of the contributions of many persons. Without the collective team effort the manual would not exist. Officials and employees in the various offices and departments since the initiation of the purchasing code concept in 2017 have submitted their comments and suggestions. There are too many to name, but the fact that they played an essential part especially during the training sessions when questions were raised and problems discussed must be stressed.

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## LAKE COUNTY COMISSIONERS' PURCHASING POLICY

### **I. INTRODUCTION**

- A. This manual establishes the policy of the Lake County Board of Commissioners (“Commissioners”) for the formation of contracts that are within its authority as Lake County’s Purchasing Agency to acquire supplies and services and to implement public works projects.
- B. This can be a complicated subject. The approach is to present the policy through a narrative for each method and to use a flow chart to demonstrate the method.
- C. There are two initial things to focus on in purchasing. The inquiry is:
  - 1. **First**, what body or what person has the authority to enter into a contract for what kind of purchase?
  - 2. **Second**, what procedure does that body or person have to follow to enter into the contract for that type of purchase?

### **II. LAKE COUNTY BOARD OF COMMISSIONERS AS THE LAKE COUNTY PURCHASING AGENCY**

- A. The purchasing agency for a political subdivision is the person designated by law or by rule of the governmental body. ( IC 5-22-4-5(a)).
- B. By its order on September 7, 1982 the Lake County Commissioners in accordance with the statutory power in IC 36-2-3.5-4 (c ) established centralized purchasing and since enactment have exercised and administered their statutory power under IC 36-2-3.5-4(b) (9) to negotiate contracts as the Lake County Purchasing Agency for all the elected Lake County government officials and their offices, all the departments established by the Council under state statute or its home rule authority, the Lake Circuit Court, all divisions of the Lake County Superior Court, and the Lake County Clerk.
- C. The Commissioners as the County Purchasing Agency have almost 100.0% of the purchasing authority granted to counties by state statute.
- D. The only exception to this statutory designation is if there is a specific statute that gives to some other party the purchasing authority to contract in a certain area. The exceptions are not numerous and are attached as **Tab A , page 11**. The statutes referenced grant to the Lake County Redevelopment Commission, the Lake County Economic Development Commission, and the Lake County Drainage Board broad contracting powers while the authority to contract granted to the Lake County Council and the Lake County Sheriff is in only one specific limited area.

### III. DEFINITION OF A PURCHASE (IC-5-22-2-24)

- A. "Purchase" includes buy, procure, rent, lease, or otherwise acquire.
- B. The term includes the following activities:
  - 1. Description of requirements.
  - 2. Solicitation or selection of sources.
  - 3. Preparation and award of contract.
  - 4. All phases of contract administration.
  - 5. All functions that pertain to purchasing.

### IV. WHAT CAN BE PURCHASED

- A. **"SUPPLIES"** are statutorily defined as any property. The term includes equipment, goods, and materials. The term does not include an interest in real property. (IC 5-22-2-38)
- B. **"SERVICES"** are defined as a means of furnishing labor, time, or effort by a person, not involving the delivery of specific supplies other than printed documents or other items that are merely incidental to the required performance. ( IC 5-22-2-30) Services can be broadly classified as follows:
  - 1. **Specialty Services** are those such as legal and accounting where the vendor is engaged to provide the skill to address the subject area.
  - 2. **Specific Repair Services** are those services where the vendor returns the tangible article to its operational function and form.
  - 3. **Maintenance Services** are those services to tangible items to keep a product in good operating condition.
  - 4. **Other Services** are those of a particular type of help or assistance that are not the production of a tangible item
- C. **"PUBLIC WORK"** is statutorily defined as the construction, reconstruction, alteration, or renovation of a public building, airport facility, or other structure that is paid for out of a public fund or out of a special assessment. The term includes the construction, alteration, or repair of a highway, street, alley, bridge, sewer, drain, or other improvement that is paid for out of a public fund or out of a special assessment. The term also includes

any public work leased by a political subdivision under a lease containing an option to purchase.(IC 36-1-12-2). Public works includes the following:

1. **Annual Maintenance:** Work done at scheduled intervals to buildings and or building equipment.
2. **Emergency Repair Job:** Work that is needed immediately because a situation exists in a building or with its equipment that affects the health, welfare, or safety of persons, employees, visitors, or inmates.
3. **Capital Expenditures:** Work that involves the construction of new facility or the major modification of an existing structure.
4. **Regular Non-Emergency Repairs:** Work that is none of the above but there is a current problem whose correction must be made in order to keep a building and/or its building related equipment in safe operating order.

#### V. **WHO HAS THE AUTHORITY TO FORM A CONTRACT**

- A. **“Purchasing Agent” is the party selected** by the Lake County Commissioners as the Lake County Government’s Purchasing Agency to act as an agent for the County Commissioners in the administration of the duties of the purchasing agency. **(IC 5-22-4-5(b) and IC 5-22-2-26)**
- B. The Commissioners as the Lake County Purchasing Agency can and by this policy have designated more than one (1) purchasing agent. (IC 5-22-4-6)
  1. The County Commissioners by statute as the Purchasing Agency could retain all of the authority to contract as the sole purchasing agent.
  2. However, the County Commissioners decided to retain the authority as purchasing agent in certain areas and to delegate the authority in other areas. The objective is to use parties as purchasing agents who have specialized expertise and experience in the assigned area.
  3. The six purchasing agents for Lake County Government have assigned areas of authority described later in this manual but are listed below for purposes of early identification:
    - a. **The Lake County Board of Commissioners as a Board** (See TAB D-1 at page 28; TAB F-1 at page 35 ; TAB G-1 at page 48; Tab -H-1 at page 51; Tab I-1 at page 54; TAB J-1 at page 57; and TAB K-1 at page 60)
    - b. **The Lake County Purchasing Manager as an individual** (See TAB C-1 at page 20)



- c. **The Lake County Data Board and by Assignment the Data Board Director as a board or as an individual** (See TAB E-1 at page 33)
- d. **The Commissioners' Administrative Assistant as an individual** (See TAB J-1 at page 57)
- e. **The Current President of the Lake County Board of Commissioners as an individual.** (See TAB H-1 at page 51)
- f. **A County Employee as an individual for selected personal property repairs.** (See TAB F-1 in section K, at page 38)

**VI. THE USING AGENCY**

- A. **“Using agency”** means the elected official, office, department head, or department for whom the supply or service is acquired, or the public works activity performed ( IC 5-22-2-39)
- B. For public works the using agency is the Board of County Commissioners as the owner of all county personal property, buildings and the real estate on which the improvements are located or the lessee of this real estate and improvements.
- C. Each office or department as a using agency must designate a person selected by the elected official or department head to initiate the purchase of any requested supplies or required services. The name, telephone number, and e mail of this designated person must be submitted to the Lake County Purchasing Manager who will maintain a list of authorized persons by office and department. The person designated by the office or department must participate in the training sessions that are to be conducted at least twice a year.

**VII. AUTHORITY OF THE SIX DESIGNATED LAKE COUNTY PURCHASING AGENTS**

- A. The six purchasing agents designated by the County Commissioners have the **sole authority to execute contracts** to purchase in their designated acquisition areas.
- B. The **County Commissioners** as a Board of Commissioners are the only purchasing agent that **must act in a public meeting** to form a contract.
- C. The five other **purchasing agents** can act through the designated person or board to form a contract **outside of a public meeting** and **do not need the approval** of the County Commissioners.

**VIII. QUICK LOCATOR**

**A. WHERE TO FIND WHAT IS NEEDED TO INITIATE A PURCHASE**

<b><u>ITEM</u></b>	<b><u>PURCHASE NEEDED</u></b>	<b><u>CONTRACT FOR</u></b>	<b><u>LOCATION</u></b>
1.....	Supplies Except IT Computer Technology	a. Less than \$250..... b. \$250 but less than \$2500..... c. House Account w/ \$10,000 Limit.... d. Special Purchasing Techniques..... e. \$2500 or More.....	TAB C-1, p 20 TAB C-1, p 21 TAB C-1, p 22 TAB C-1, p 21 TAB D-1, p 28
2.....	Supplies for IT and Computer Technology.....	All Dollar Amounts.....	TAB E-1, p 33
3.....	Services for IT and Computer Technology.....	All Dollar Amounts.....	TAB E-1, p 33
4.....	Services <u>Except</u> IT and Computer Technology.....	All Dollar Amounts.....	TAB F-1, p 35
5.....	Public Works New Construction and Planned..... Renovation	All Dollar Amounts.....	TAB G-1, p 48
6.....	Public Works Emergency.....	All Dollar Amounts.....	TAB H-1, p 51
7.....	Public Works Annual Maintenance.....	All Dollar Amounts.....	TAB I-1, p 54
8.....	Non-Emergency Repairs.....	Less than \$5000.....	TAB J-1, p 57
9.....	Non -Emergency Repairs.....	\$5000 and More.....	TAB K-1, p 60

**If the purchase is to be paid for with a Federal or a State grant, the statutes that control the expenditure of those type of funds must be consulted and followed if they apply in lieu of Indiana statutes.**

**B. WHAT IS ATTACHED AT EACH TAB**

At each **TAB** there is a narrative and a flow chart to describe the process to form the contract.

**IX. MANDATORY PURCHASING CODES**

- A. The County Commissioners have adopted a set of purchasing codes that must be used to identify the selected purchasing method.
- B. There is a purchasing code for each statutory section in the Indiana Code applicable to the purchase of supplies, services, and public works.
- C. From the definition in the Indiana Code there are some that will very seldom be used but they are included for completeness.

- D. Attached at **TAB B-1 , pages 12-19** are the purchasing codes to be used. The IC statute for each purchasing code is listed.
- E. The list of purchasing codes is a fluid document. Experience will dictate if revisions or additions are necessary.
- F. A purchasing code must be entered in every purchase order as part of the steps necessary for its issuance. Without a purchasing code the system will not issue a purchase order.
- G. The objective is to provide a data base so that the offices and departments can periodically review their set of purchases to identify if a more effective purchasing method might be employed.

**X. KEYS TO COMPETITION**

- A. A clear and definitive specification.
- B. Use a method to contact the most vendors.
- C. Getting the vendors to participate.
- D. More vendors will participate if they understand the county purchasing methods.

**XI. A REQUIRED SPECIFICATION FOR ALL PURCHASES**

- A. The using agency must prepare in writing a specification in sufficient depth to clearly state what is being sought from a vendor. A specification can be as simple as a description in a single sentence but must clearly identify to the vendor what the using agency wants to acquire.
- B. As rule of very brief thumb a specification should identify at a minimum: (1) what is being requested, (2) who should do what, (3) when should it be done, (4) and how should it be done.
- C. For supplies and services the definition of a specification is:
  - 1. A description of the physical or functional characteristics of a supply or service or the nature of a supply or service.
  - 2. This includes a description of any requirements for inspecting, testing, or preparing a supply or service for delivery. (IC 5-22-2-35)
- D. For public works the definition of a specification is a description of the physical characteristics, functional characteristics, extent, or nature of any public work required by the board. IC 36-1-12-1.2(11)

- E. A key point to remember always is this....If no specification is prepared, then the description of the supply, service or public works project on the vendor's invoice becomes the specification if the product, service, or public works project is accepted and contract is formed.

**XII. PRICE AS A SELECTION FACTOR**

- A. The goal is to obtain the lowest price from the most responsive and responsible quoter or bidder.
- B. Indiana provides for price preferences in certain instances. The preferences adopted by the County Commissioners are included in **TAB L-1, pages 65-68.**
- C. The application of a price preference does not lower the cost to Lake County. Rather the price preference is used to adjust the price of the party claiming the preference to determine if the adjusted price of that party is the lowest price. If as adjusted the price is the lowest, the contract is awarded to that party at the price offered not at the adjusted price. . This is a statutory tool to favor certain vendors.

**XIII. PURCHASE ORDERS**

- A. To illustrate the use of the purchasing code in conjunction with a purchase order, a completed purchase order for a supply is attached at **TAB C-4, at page 27.**
- B. A compendium of key points regarding contract formation, ,purchase order control by the County Purchasing Department, specifications, and electronic record keeping is attached as TAB O-1.

**XIV. STANDARD AUTOFILL FORMS**

Standard Lake County "autofill" forms are attached as **TAB M-1 at page 69.**

**XV. REQUIRED RECORD KEEPING**

- A. Each of the six Lake County Purchasing Agents shall maintain the contract records for all of the contracts and purchases made by that Purchasing Agent.
- B. Each Purchasing Agent shall do the following:
  - 1. Maintain the contract records for the purchases in a separate file.
  - 2. Include in the contract file a written determination of the basis for using the method and why the specific vendor was selected.
  - 3. Maintain a record listing all contracts made for a minimum of five (5) years. The record must contain the following information:

- a. Each contractor's name
- b. The amount and type of each contract
- c. A description of the supplies purchased under each contract.

C. All contract records are subject to audit by the Indiana State Board of Accounts.

**XVI. VENDOR QUALIFICATION AFFIDAVIT**

- A. Every vendor must complete and file the vendor qualification affidavit with the Lake County Purchasing Manager.
- B. The vendor qualification affidavit, **County Form 20, is attached at page 105.**
- C. The Lake County Purchasing Manager is the person who has the sole authority to review and either accept or reject the vendor qualification affidavit.
- D. Any questions concerning whether any of the items in the vendor qualification affidavit can be waived or eliminated to meet the request of a potential vendor are to be forwarded to the Lake County Attorney's Office.
- E. The vendor qualification affidavits shall be filed in the Office of the County Purchasing Manager.

**XVII. TRAINING ON HOW TO USE THE MANUAL**

- A. The Lake County Purchasing Department will annually schedule and conduct at least two training sessions on the use of the manual.
- B. The County Attorney's Office will provide personnel to assist the Lake County Purchasing Department in conducting this training.

**XVIII. CHANGES TO THE MANUAL**

- A. The manual is a flexible document. Use may dictate change.
- B. Every using agency is encouraged to submit suggestions for improving the manual to the Lake County Commissioners in writing.

**XIX. EFFECTIVE DATE :The manual is effective as of July 1, 2020.**

# LIST OF ATTACHMENTS

## GENERAL INFORMATION

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**OTHER PARTIES WITH CONTRACT AUTHORITY  
IN CERTAIN AREAS AND FOR CERTAIN THINGS**

<b><u>PARTY</u></b>	<b><u>AUTHORITY</u></b>	<b><u>PURPOSE</u></b>
<b>1. Drainage Board</b>	IC 36-9-27-9	Hire Attorney
	IC 36-9-27-32	Contract Deputies
	IC 36-9-27-77	Contract for work
	IC 36-9-27-78	Procure by bidding
	IC 36-9-27-79.1	Quotes: Work less than \$150,000
<b>2. Redevelopment Commission</b>	IC 36-7-14-12.2	Authority to Contract
	IC 36-7-14-8(c)	Commission allows and approves all expenditures
<b>3. Economic Development Commission</b>	IC 36-7-12-18	Actions approved by majority of Commission
	IC 36-7-12-13 (c)	
<b>4. County Council</b>	IC 36-1-12.5-1.5(5)	Authority to contract for guaranteed energy savings contracts
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<b>5. Sheriff</b>	IC 36-8-10-21	Commissary: Expend in certain categories without approval



**PURCHASING CODE KEY  
REVISED May 6, 2020  
SUPPLIES**

<b>Number</b>	<b>Statute</b>	<b>Purchasing Characterization</b>
SU01	IC 5-22-11-1	Department of Corrections
SU02	IC 5-22-12-1	Required State Rehabilitation Agency
SU03	IC 5-22-13-1	Qualified Non Profit Agency for Severely Disabled
SU04	IC 5-22-17-4	Renew Existing Contract
SU06	IC 5-22-8-3	Purchase at least \$50,000 and less than \$150,000 – Three Quotes at Public Meeting
SU07	IC 5-22-9	Request for Proposal
SU08	IC 5-22-14	Small Business Set Aside
SU09	IC 5-22-7.5	Online Reverse Auction
SU10	IC 5-22-7.3	Negotiated Bidding
SU11	IC 5-22-10-4	Emergencies
SU12	IC 5-22-10-5	Unique Opportunity for Substantial Savings
SU13	IC 5-22-10-6	Auction
SU14	IC 5-22-10-7	Data Processing Contract or License Agreement
SU15	IC 5-22-10-8	Compatibility/Single Source
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SU17	IC 5-22-10-10	No Responsive Offers Received
SU18	IC 5-22-10-11	Evaluation of Supplies or System
SU19	IC 5-22-10-12	Government Discount
SU20	IC 5-22-10-13	Only a Single Source
SU21	IC 5-22-10-14	GSA Prices and Advantages
SU22	IC 5-22-10-15	Seller has Contract with State or Federal Agency Open to Other Government Units
SU23	IC 5-22-10-16	Transfer from Federal Government
SU24	IC 5-22-10-14	Gift
SU25	IC 5-22-10-18	Copy Written Material (State Agency Only)
SU26	IC 5-22-10-19	Purchase from Public Utility
SU27	IC 5-22-10-20	Purchase of Petroleum for Resale
SU28	IC 5-22-10-13	Supplies Sole Source
SU29	IC 5-22-7-1	Bid is \$150,000 and Over
SU30	IC 5-22-7-1	Annual Bid – Any Amount
SU31	IC 5-22-7-1	Periodic Bid
SU32	IC 5-22-8-1	Other
SU33	IC 5-22-8-1	Reimbursements
SU34	IC 5-22-8-1	Postage/Postage Stamps
SU37	IC 5-22-8-1	Gas Cards – Community Corrections & Sheriff
SU38	IC 5-22-8-1	Purchase less than \$250 – Requires 1 Quote by Dept/Office

SU39	IC 5-22-8-1	Purchase more than \$250 but less than \$2500 – Requires 2 Quotes by Dept/Office
SU40	IC 5-22-8-1	Purchase more than \$2500 but less than \$50,000 – Requires 3 Quotes by Dept/Office
SU 41	IC 5-22-8-1	Catalog Purchase from Annual Award Winner
SU 42	IC 5-22-8-1	House Accounts Up to \$5,000
SU 43	IC 5-22-8-1	Pharmaceuticals
SU 44	IC 5-22-8-1	Medical Supplies
SU 45	IC 5-22-8-1	Freight Shipping and Handling
SU 46	IC 5-22-8-1	Supplies Direct From Manufacturer
SU 47	IC 5-22-8-1	Year End Encumbrance
SU 48	IC 5-22-8-1	Software and Software Updates
SU 49	IC 5-22-8-1	State Purchasing Program ONE INDIANA
SU 50	IC 5-22-8-1	Any Supply/Good/Machinery Equipment Three Quotes
SU 51	IC 5-22-8-1	House Accounts Up to \$10,000 (County Institutions Only Building Manager/Engineer, Community Corrections, Highway Department, Jail, Juvenile Center
SU 52	IC5-22-8-1	Purchase from another unit of government or from or under another unit of government's contract.

**PURCHASING CODE KEY  
REVISED JULY 1, 2020  
SERVICES**

<b>Number</b>	<b>Statute</b>	<b>Purchasing Characterization</b>
SE01	IC 5-22-6-1	Any Procedure Adopted by Government Body – Office/Dept. Gets 3 Quotes and Submit at Commissioner Meeting
SE02	IC 5-22-6.5-3(a)	Non-Discretionary Ministerial Services
SE03	IC 5-22-6.5-3(b)	Money Collection Service
SE06	IC 5-22-6-1	Other
SE07	IC 5-22-6-1	Office/Dept Selects Legal Service Provider
SE08	IC 5-22-6-1	Request for Services, Proposal Advertised, Responses Submitted
SE09	IC 5-22-6-1	Annual Bid for Services
SE10	IC 5-22-6-1	Other specific Professional Services – Office/Dept Selects – Submits to Commissioners at Meeting
SE12	IC 5-22-6-1	Rent – Real Estate
SE13	IC 5-22-6-1	Rent – Other
SE14	IC 5-22-6-1	Purchase from Public Utility
SE15	IC 5-22-6-1	Service – Sole Source
SE16	IC 5-22-6-1	Registration/Reimbursement
SE17	IC 5-22-6-1	Legal Services – Death Penalty
SE18	IC 5-22-6-1	Mitigation Services
SE19	IC 5-22-6-1	Postage Expenses
SE20	IC 5-22-6-1	Title Search
SE21	IC 5-22-6-1	Subscriptions for Indiana Law Books
SE22	IC 5-22-6-1	Dues and Subscriptions
SE23	IC 5-22-6-1	Burial of Military
SE24	IC 5-22-6-1	Advertising
SE25	IC 5-22-6-1	Repairs – Vehicle, etc.
SE26	IC 5-22-6-1	Service/Maintenance Agreement
SE27	IC 5-22-6-1	Renew Service/Maintenance Agreement
SE28	IC 5-22-6-1	Towing Service
SE29	IC 5-22-6-1	Repairs/Service less than \$500
SE30	IC 5-22-6-1	Repairs/Service more than \$500 but less than \$2500
SE31	IC 5-22-6-1	Ambulance Service
SE32	IC 5-22-6-1	Medical Services/Lab Work
SE33	IC 5-22-6-1	Emergencies
SE34	IC 5-22-6-1	Year End Encumbrance
SE37	IC 5-22-6-1	Care of Patients & Inmates in State Institutions/Facilities
SE38	IC 5-22-6-1	Service Provider Contract up to \$5000
SE39	IC 5-22-6-1	Emergency Service Provider Contract (No Limit)
SE 40	IC 5-22-6-1	Purchase Service From Cell Phone Provider

SE 41	IC 5-22-6-1	Juror Meal Service
SE 42	IC 5-22-6-1	Job Related Training/Job Related Continuing Education
SE 43	IC 5-22-6-1	Pre-Employment Testing
SE 44	IC 5-22-6-1	Psych Evaluations
SE 45	IC 5-22-6-1	No Quote received-Pick a Vendor
SE 46	IC 5-22-6-1	Office/Department IS Purchasing Agent For Repairs to Tangible Items

**PURCHASING CODE KEY**  
**REVISED JULY 1, 2020**  
**OTHER**

<b>Number</b>	<b>Statute</b>	<b>Purchasing Characterization</b>
OT01	IC 5-22-10-13	Sole Source
OT02	IC 5-22-10-9	Other
OT03	IC 5-22-10-13	Reimbursement – Other
OT04	IC 5-22-10-13	Reimbursement – Services
OT05	IC 5-22-10-13	Reimbursement – Supplies
OT06	IC 5-22-10-13	Union Dues
OT07	IC 5-22-10-13	Reimbursement – Casino Money Distributions
OT08	IC 5-22-10-13	Payment to Another Unit of Government
OT09	IC 5-22-10-13	Grant Payment to Third Party
OT10	IC 5-22-10-13	Federal Grant Contract
OT11	IC 5-22-10-13	State Grant Contract
OT12	IC 5-22-10-13	Petty Cash
OT13	IC 5-22-10-13	Highway Right-of-Ways
OT14	IC 5-22-10-13	Narcotic Money Buy

**PURCHASING CODE KEY  
REVISED JULY 1, 2020  
PUBLIC WORKS**

<b>Number</b>	<b>Statute</b>	<b>Purchasing Characterization</b>
PW1	IC 36-1-12-9	Emergency Special Procedure – Board President
PW2	IC 36-1-12-4.9	Annual Maintenance Contract less than \$2500
PW3	IC 36-1-12-4.9	Annual Maintenance Contract \$2500 but less than \$5000
PW4	IC 36-1-12-4.9	Annual Maintenance Contract \$5000 but less than \$150,000
PW5	IC 36-1-12-4.9	Annual Maintenance Contract \$150,000 or more
PW6	IC 36-1-12-4	New Construction/Major Modification less than \$150,000
PW7	IC 36-1-12-4	New Construction/Major Modification \$150,000 or more
PW8	IC 36-1-12-4.9	Non-Emergency Repairs less than \$500 – Minimum of 1 Quote
PW9	IC 36-1-12-4.9	Non-Emergency Repairs \$500 but less than \$5000 – Minimum of 2 Quotes
PW10	IC 36-1-12-4.9	Non-Emergency Repairs \$5000 but less than \$50,000 – Minimum of 3 Quotes Approved By Commissioners
PW11	IC 36-1-12-4.4	Non-Emergency Repairs \$50,000 but less than \$150,000 – Minimum of 3 Quotes Mailed out by Commissioners after Public Meeting
PW12	IC 36-1-12-4	Non-Emergency Repairs \$150,000 or more – Go out for Bids
PW13	IC 36-1-12-5(e)	Less than \$50,000 – Use own Workforce – Follow IC 5-22
PW14	IC 36-1-12-5(e)	Less than \$150,000 – Use own Workforce
PW15	IC 36-1-12-5	Sole Source Public Works Rarely Used
PW16	IC 5-22	Any Other: Use Provisions IC 5-22
PW 17	IC 5-22	Annual Repair Contract Less than \$5,000

**PURCHASING CODE KEY  
REVISED JULY 1. , 2020  
DRAINAGE BOARD**

<b>Number</b>	<b>Statute</b>	<b>Purchasing Characterization</b>
DB01	IC 36-9-27-27	Bid Procedure
DB02	IC 36-9-27-7.9	Alternate Procedure for work \$75,000 or less
DB03	IC 36-9-27-76	Cooperation with State or Federal Agencies
DB04	IC 36-9-27-77	Contracts - Restrictions
DB05	IC 36-9-27-78	Contracts – Bidding, Required Provisions, Surety Bonds
DB06	IC 36-9-27-79.1	Contracts – Procedure - Estimated to be not more than \$75,000
DB07	IC 36-9-27-80	Subcontracts
DB08	IC 36-9-27-80.5	Construction Contracts Changes in Specifications – Change Order
DB09	IC 36-9-27-81	Partial or Progress Payments to Contractor
DB10	IC 36-9-27-82	Final Payment upon Completion of Contract – Approval of Work by County Surveyor
DB11	IC 36-9-27-83	Subcontractors, Laborers, or Other Persons – Claims
DB12	IC 36-9-27-84	Contracts – Appointment of Costs to Land Benefited
DB13	IC 36-9-27-86	Emergency – At least 3 Quotes Selected and Submitted to Drainage Board
DB14	IC 5-22-8-1	Sole Source Supply
DB15	IC 5-22-8-1	Other
DB16	IC 5-22-8-1	Payment to Another Unit of Government
DB 17	IC 5-22-6-1	Drainage Board Services
DB18	IC 5-22	Drainage Board Supplies less than \$150,000

**PURCHASING CODE KEY  
REVISED May 6, 2020  
FEDERAL FUNDS**

<b>Number</b>	<b>Statute</b>	<b>Purchasing Characterization</b>
FD01	2 CFR 200.318(e)	Shared Service Agreement Between Two Units
FD02	2 CFR 200.320(c)	Competitive Publicly Advertised Bidding Project Over \$150,000
FD03	2 CFR 200.320(b)	Purchase More than \$3500 up to \$150,000
FD04	2 CFR 200.320(a)	Micro Purchase less than \$3500
FD05	2 CFR 200.320(d)	Competitive Proposal
FD06	2 CFR 200.320(f)	Emergency Public Works
FD07	IC 5-22-10-13	Sole Source
FD08	IC 5-22-10-13	Other
FD09	IC 5-22-8-1	Emergency Services
FD10	IC 5-22-10-4	Emergency Supplies
FD11	IC 36-1-12-5(i)	Federal Funds less than \$25,000 – 3 Quotes via Telephone or Fax – Board Approval
FD12	IC 36-1-12-5(b)	Federal Funds more than \$25,000 but less than \$50,000 – Invite 3 Quotes – Open Public Meeting
FD13	IC 36-1-12-5(e)	Federal Funds less than \$25,000 – Use Own Workforce – Follow IC 5-22
FD14	IC 36-1-12-4.7	Federal Funds more than \$50,000 but less than \$150,000 – Invite 3 Quotes – Open Public Meeting
FD15	IC 36-1-12-4.9	Federal Funds Routine Maintenance or Routine Repairs less than \$150,000 (Any IC 5-22)
FD16	IC 36-1-12-3	Federal Funds less than \$150,000 – Use Own Workforce



**LAKE COUNTY PURCHASING MANAGER AS THE PURCHASING AGENT FOR SUPPLIES OF CERTAIN TYPES AND SUPPLIES IN CERTAIN CATEGORIES**

- A. The Lake County Purchasing Manager (“County Purchasing Manager”) is the employee in charge of the Lake County Purchasing Department which is located on the Third Floor, Building A, Lake County Government Center.
- B. The County Purchasing Manager has sole contract authority over four purchasing methods to acquire supplies.
- C. Before anything binding can be done by the County Purchasing Manager, there must be a Vendor Qualification Affidavit, County Form 1 approved by the County Purchasing Manager and on file in the Purchasing Department.
- D. The contracts approved by the County Purchasing Manager do not have to be placed upon the agenda of the County Commissioners. Approval by the County Purchasing Manager forms the contract. The purchase order can then be issued.
- E. “Supplies” means any personal property. The term includes equipment, goods, and materials.
- F. The County Purchasing Manager cannot enter into a contract for a service or a public work.
- G. The using agency must prepare in writing a specification in sufficient depth to use in obtaining from the required number of vendors a quote for the supplies. A specification can be as simple as a description in a single sentence but must clearly identify to the vendor what the using agency wants to acquire. **County Form 14 at page 92** is a short form specification that can be used.
- H. The County Purchasing Manager after receiving a request on the proper form will take prompt action.
  - 1. The County Purchasing Manager reviews the request and makes a decision to approve or deny. If the request which has the quote attached is approved, the signature by the County Purchasing Manager on the correct county form submitted by the using agency constitutes the formation of the purchasing contract.
  - 2. If the purchasing request is denied, the reason will be entered on the form and returned to the using agency with an explanation and with direction on which purchasing method to follow.
- I. **Flow Chart** The Flow Chart depicting the four purchasing methods that can be used by the County Purchasing Manager to form contracts to purchase supplies based upon the specification submitted is attached as **TAB C-2 at page 25**.

J. The four methods that the County Purchasing Manager can use to purchase supplies are as follows:

**1. First Method: Total Cost Less Than \$250, Flow Chart, page 25 Code SU 38).**

If the total cost of the supplies is less than \$250, the using agency solicits and obtains one quote from a vendor for the supplies in the specification, completes **County Form 30 at page 121**, and submits the completed form with the attached quote to the County Purchasing Manager. Approval by the County Purchasing Manager on County Form 30 is the last step to form the contract. The purchase order can then be entered.

**2. Second Method: Total Cost is \$ 250 or More But Less Than \$2,500, Flow Chart at page 25 (Code SU 39).**

If the total cost of the supplies is \$250 or more but less than \$2,500, the using agency solicits and obtains two quotes for the supplies in the specification, completes **County Form 31 at page 122**, and submits the completed form with the attached quotes to the County Purchasing Manager. Approval by the County Purchasing Manager on County Form 31 is the last step to form the contract. The purchase order can then be entered.

**3. Third Method: Use One of Eleven Special Purchasing Techniques, Flow Chart at page 25**

a. If the supply or situation meets the definition of one of the eleven special purchasing techniques within the authority of the County Purchasing Manager, the using agency prepares the specification, solicits the one (1) required quote, completes **County Form 32 at page 123**, and submits the completed form with the attached quote to the County Purchasing Manager.

b. Approval by the County Purchasing Manager on County Form 32 is the last step to form the contract. The purchase order can then be entered.

c. The **eleven (11) authorized special purchasing for which the County Purchasing Manager has Contract Authority methods** are as follows:

(1) **Emergency**: Obtain the supply when an emergency condition constitutes a threat to public health, welfare, or safety. **(Code SU 11)**

(2) **Unique Opportunity**: There exists a unique opportunity to obtain supplies at a substantial savings to the governmental body. **(Code SU 12)**

(3) **Auction**: Purchase the supply at an auction. **(Code SU 13)**

(4) **Compatibility and Sole Source**: When the compatibility of equipment, accessories, or replacement parts is a substantial consideration in the

purchase; and only one source meets the using agency's reasonable requirements. (Code SU 15)

- (5) **Impair Government Functioning**: When purchase of the required supplies under another purchasing method would seriously impair the functioning of the using agency. (Code SU 16)
- (6) **No Other Quote Received**: When the purchasing agency has solicited for a purchase under another purchasing method and has not received a responsive offer. (Code SU 17)
- (7) **Evaluation**: The supplies or a system containing supplies is purchased to obtain functional information or comparative data about their utility and how they perform. (Code SU 18)
- (8) **Government Discount**: When the market structure is based on price, but the governmental body is able to receive a dollar or percentage discount of the established price. (Code SU 19)
- (9) **Sole Source**: When there is only one source for the supply and the purchasing agent determines in writing that there is only one (source for the supply. (Code SU 20)
- (10) **GSA or GSA Prices**: The supplies can be purchased from the person or the person's authorized representative at prices equal to or less than the prices stipulated in current federal supply service schedules established by the federal General Services Administration; and it is advantageous to the political subdivision's interest in efficiency and economy. (Code SU 21)
- (11) **Vendor has Contract with Federal Agency or State of Indiana**: The current contract requires the vendor to make the supplies available to Indiana political subdivisions at the price under the State or Federal contract. (Code SU 22)

d. The other five special purchasing techniques are not within the purchasing authority of the County Purchasing Agent (See TAB C-3 at page 26)

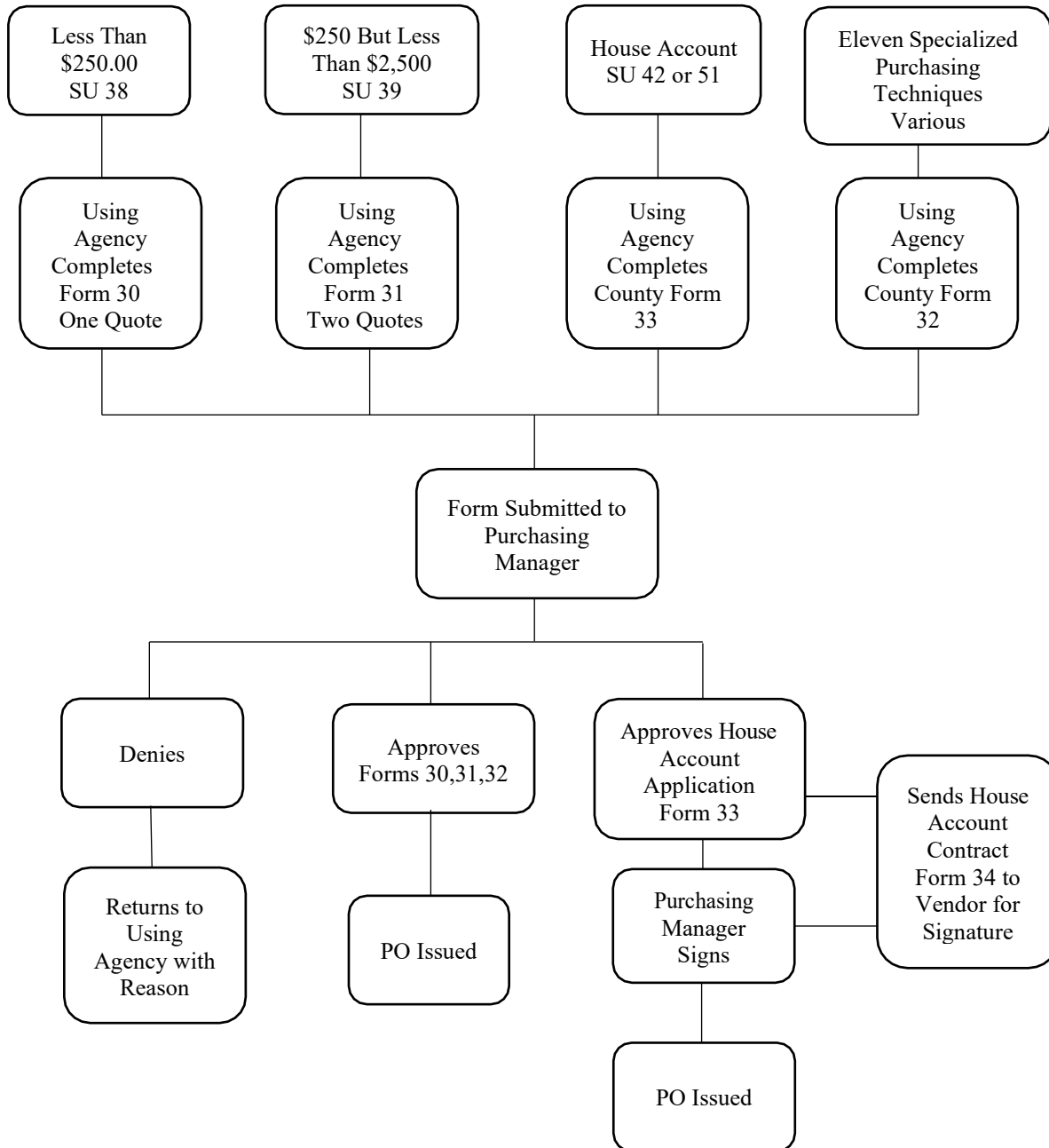
**4. Method Four: Establish A House Account Contract With One or More Vendors Who Sell The Category of Supplies**

- a. If the using agency makes periodic purchases in small quantities whose cost is relatively small, the using agency can request that the County Purchasing Manager establish a house account with a vendor for the sole use of that using agency.

- b. A house account is a contract arrangement with a vendor under which purchases are periodically made, and the cost is charged to the using agency's charge account.
- c. The house account vendor submits at least quarterly a bill for the charge to the user agency at periodic intervals but at least monthly.
- d. The type of supplies typically purchased with a house account are those that the using agency does not inventory in quantities due to the variety of the supply and for which the quantity of the supply needed cannot be estimated before the need arises.
- e. A using agency can have and is encouraged to have more than one house account from which supplies of a similar nature can be purchased. When the need arises for the supply, the using agency can then utilize the internet to obtain prices from the various house accounts and make its decision to purchase from the lowest house account vendor.
- f. A request to establish a house account with a vendor must be submitted to and approved by the County Purchasing Manager before any supplies can be ordered. Forming a house account must happen first not after the supplies are ordered.
  - (1) The form to request approval to have a house account is **County Form 33 at page 125**. Completing this form, submitting this form to the County Purchasing Manager, and obtaining the written approval on this form is the first step.
  - (2) House account code is **SU 42** (\$5,000) or **SU 51** (\$10,000).
  - (3) The factors to consider in making this decision include but are not limited to the following:
    - (a) The estimated total purchase price of supplies from the proposed house account vendor in a year.
    - (b) How often the vendor will be used.
    - (c) The general nature of the supplies to be purchased.
    - (d) The desirability of having this party as a vendor so that prices can be compared by internet with other vendors providing the same general type of supplies.
    - (e) The purchase would then be made from the vendor with the lowest price.

- g. The \$10,000 limit on **SU 51** is for the five departments designated in the code definition at page 13.
  - h. After the County Purchasing Manager has approved the request for a house account contract on **County Form 33**, the standard house account contract attached as **County Form 34 at page 127** must be signed by both the vendor and the County Purchasing Manager. Approval by the County Purchasing Managers is the last step to form the contract. The purchase order can then be entered.
  - i. Initially the purchase order can be for less than the full \$10,000 of the house account contract. This is because the entry of the purchase order against the supply account will encumbered or lock up that quantity of the dollar amount in the fund.
  - i. Annually on or before September 30 the County Purchasing Manager shall review all house account contracts. The purpose is to make certain that a house account is still appropriate for the using agency. If the cancellation of the house account contract for services with this vendor is deemed necessary, the County Purchasing Manager will inform the vendor that the contract will terminate as of December 31.
  - j. If a house account contract is terminated, the County Purchasing Manager will inform the using agency of the purchasing method and purchasing code to utilize for the upcoming year. The method so recommended may not be within the purchasing authority of the County Purchasing Manager. In this case the using agency will be informed of the correct purchasing agent to contact and of the correct method to formulate a contract for the supplies needed.
5. The purchasing statute for supplies has several other methods that are available. The County Commissioners will authorize these other methods when they are appropriate. The other methods are:
- a. IC 5-22-7.3 - Negotiated Bidding
  - b. IC 5-22-7.5 - Online Reverse Auction
  - c. IC 5-22-1 - Purchases From Department of Correction
  - d. IC 5-22-12 - Purchases from Rehabilitation Centers
  - e. IC 5-22-13 - Purchases from Qualified Nonprofit Agencies for Persons with Serious Disabilities
  - f. IC 5-22-14 - Small Business Set Aside Purchase
  - g. IC 5-22-8-3 Renew An Existing Contract

FLOW CHART FOR PURCHASING  
MANAGER APPROVAL FOR SUPPLIES



## OTHER SPECIAL PURCHASING TECHNIQUES

There are several other special purchasing techniques that are not within the authority of the County Purchasing Manager. These are as follows:

- A. **Transfer from Federal Government**: Only the Commissioners have the contract authority to acquire supplies through transfer from the Federal government and this is subject to an existing appropriation. (IC 5-22-10-16). **(Code SU 23)**
- B. **From Public Utility**: Only the Commissioners have the contract authority to acquire a supply from a public utility. (IC 5-22-10-19). **(Code SU 26)**
- C. **By Gift**: Through special legislation only the County Council has the authority to accept a gift of a supply. (IC 5-22-10-17 and IC 36-2-3.5-(b)(4)) **(Code SU 24)**
- D. **Lake County Is Not a Purchasing Agency for Resale** : The County Commissioners are not the purchasing agency for a board of aviation commissioners, an airport authority, or a port authority so this method does not apply. (IC 5-22-10-20) **(Code SU 27)**
- E. **State Agency Only**: The special purchase of copyrighted material is restricted to a state agency. (IC 5-22-10-18)(SU 25)
- F. **Data Processing/Licenses**: The special purchasing method for data processing contracts or license agreements is within the contract authority of the Lake County Data Board and or the Lake County Data Board Director. (IC 5-22-10-7) **(Code SU 14)**

**SAMPLE PURCHASE ORDER WITH PURCHASING CODE**

Approved by the State Board of Accounts for Lake County 1996

**LAKE COUNTY**  
CROWN POINT, INDIANA

**PURCHASE ORDER**

THIS NUMBER MUST BE SHOWN ON INVOICE, CLAIM AND DELIVERY MEMOS  
**4006051-000**

PURCHASE ORDER NO.

ORDER DATE

06/10/20

CONTRACT NO.

PAGE

1

6/11/20

CONFIRMATION	
CONFIRMED TO	
DATE	
TIME	

395

30300

SHIP VIA  
INSTRUCTIONS  
TERMS NONE  
F.O.B.  
DATE REQUIRED  
F.O.B. DESTINATION UNLESS CITED HEREIN

VENDOR

ABLE PAPER & JANITORIAL  
SUPPLIES INC  
8200 UTAH STREET  
MERRILLVILLE IN 46410

SHIP TO

COMMISSIONERS ENGINEERS OFFICE  
ATTN: YOLANDA ERSKINE  
2293 NORTH MAIN STREET  
CROWN POINT IN 46307

ITEM	COMMODITY	QUANTITY	UNIT	UNIT COST	ACCOUNT CODE	TOTAL COST
	INVOICE# 1239277 -			WESTWIND MANOR		
1	REST STOP NON ACID BATH	10.0000	CS	20.7500	3030 990013030 42240	207.50
PC	BETQT07012				Househld & Instit Supplies	
	SU30 - Supplies Annual Bid, any amount					
2	SPECTACULOSO MP CLNR	8.0000	CS	42.1800	3030 990013030 42240	337.44
PC	BETGAL100304				Househld & Instit Supplies	
	SU30 - Supplies Annual Bid, any amount					
3	DISP ROLL TWL TORK MAN	4.0000	EA	20.0000	3030 990013030 42240	80.00
PC	TORK772828				Househld & Instit Supplies	
	SU30 - Supplies Annual Bid, any amount					
4	CLARIO DISP BLK FOAMING	8.0000	EA	11.5500	3030 990013030 42240	92.40
PC	BETDI91822				Househld & Instit Supplies	
	SU30 - Supplies Annual Bid, any amount					

SPECIAL INSTRUCTIONS

213800

**TOTAL >**

717.34

I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

BILLING ON THIS ORDER MUST BE ACCORDING TO PROCES SHOWN ABOVE

AUDITOR

*John Petala*

ORDERED BY

*[Signature]*

TITLE

BUILDING SUPERINTENDENT

THIS ORDER IS ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT. THERETO.

NOTE: NO CLAIM WILL BE APPROVED FOR PAYMENT UNLESS ORIGINAL COPY OR THIS ORDER OR PURCHASE ORDER NUMBER IS MADE A PART OF THE CLAIM.

FEDERAL EXCISE AND INDIANA RETAIL TAX EXEMPT NUMBER  
356000168 003 4

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
*Brenda Gosnell*  
PURCHASING AGENT



**LAKE COUNTY COMMISSIONERS**  
**AS PURCHASING AGENT**  
**FOR CERTAIN SUPPLIES AND SUPPLIES IN**  
**CERTAIN CATEGORIES**

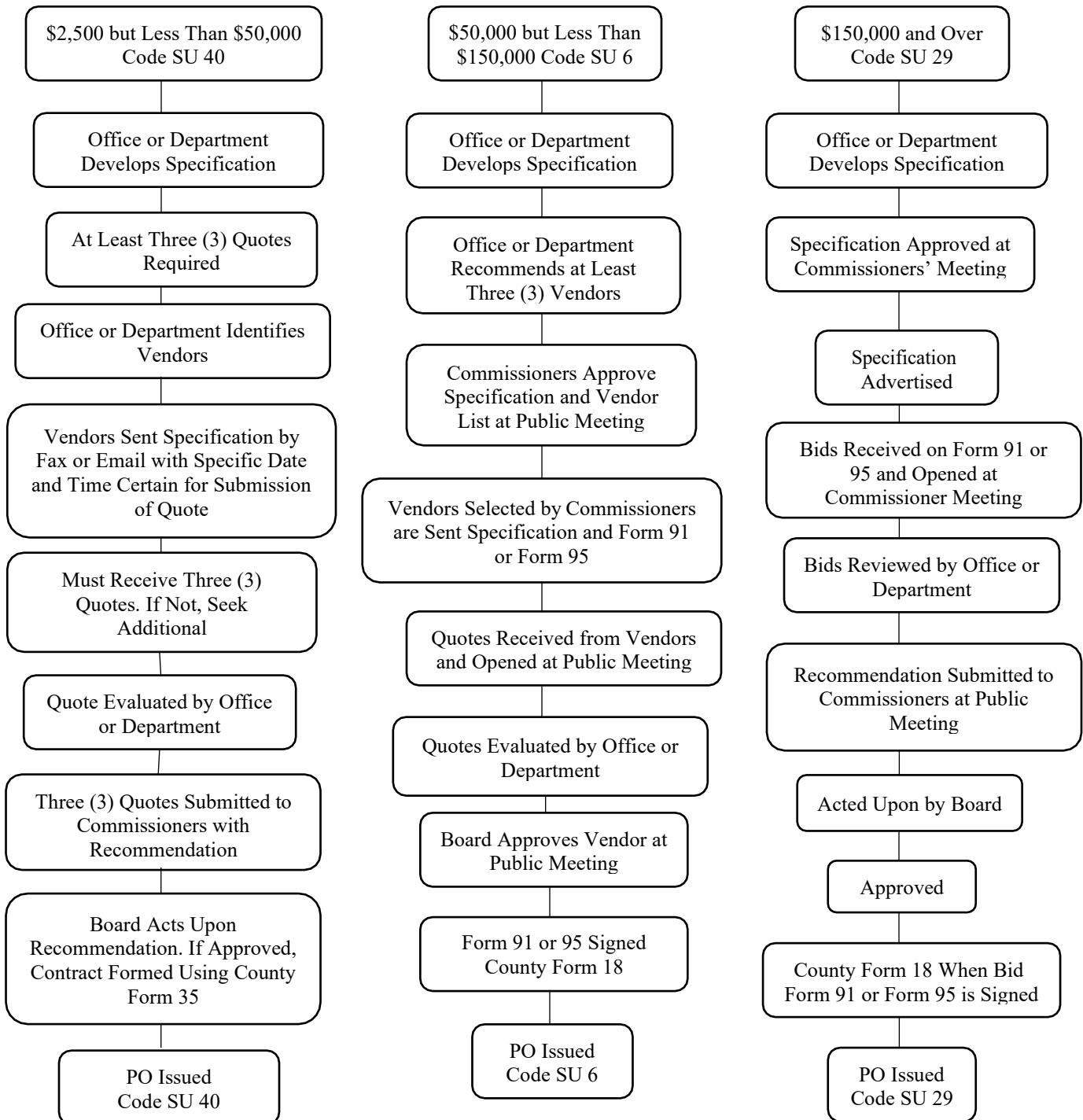
- A. The County Commissioners are the Lake County Purchasing Agent for a certain set of supplies.
- B. The contract to purchase these supplies must be approved by the County Commissioners in their public meeting.
- C. “Supplies” means any personal property. The term includes equipment, goods, and materials. IC 5-22-2-38.
- D. In order for the purchase of supplies to be effective there must be a specification prepared by the using agency. The specification should clearly state what is to be purchased and in what quantities. The vendor should know from reading the specification exactly what the County Commissioners are requesting on behalf of the using agency.
- E. For its annual purchases the using agency timely prepares the specification so that the contract with the vendor is in place at the start of a budget year. The specification should reflect usage in the prior year plus other factors that may dictate what is needed and in what quantities.
- F. The specification for the supplies needs to be vetted for its description of what is being requested as well as the quantities needed.
- G. The three purchasing methods assigned to the County Commissioners to purchase supplies are illustrated in the flow chart at **TAB D-2 at page 32.**
- H. The County Commissioners does not have the authority to purchase the supplies for which the County Purchasing Manager has the authority. So, if the desire is to purchase through a house account or to utilize one of the eleven special purchasing techniques that are assigned to the County Purchasing Manager, do not proceed under the purchasing techniques listed in the following Paragraph I. Go to **TAB C-1 at page 20.**
- I. The three purchasing techniques are as follows:
  - 1. **AT LEAST \$2,500 BUT LESS THAN \$50,000** (See Flow Chart at TAB D-2 at page 32) (Using Agency Obtains the Three Quotes and Submits Them to County Commissioners at a Public Meeting)(Code SU 40)
    - a. The using agency develops the specification.

- b. The using agency identifies three vendors who can provide the supplies requested in the specification.
  - c. The three vendors are sent the specification by the using agency, and a quote is requested.
  - d. The quote from the vendor is returned to the using agency.
  - e. If all three vendors do not return a quote, the using agency must find another vendor or vendors since the method requires three quotes in hand.
  - f. The quotes are evaluated by the using agency, and a recommendation is submitted to the County Commissioners
  - g. The recommendation is placed on the County Commissioner agenda at a periodic public meeting for a decision.
  - h. **County Form 35 at page 135** should be used as the contract with the specification and quotes attached.
  - i. If the County Commissioners approves Lake County Form 35, the official action in the public meeting and the quote submitted by the selected vendor along with the specification constitutes the contract for the supplies.
2. **AT LEAST \$50,000 BUT LESS THAN \$150,000** (See Flow Chart TAB D-2 at page 32)(Commissioners Solicit at Least Three Quotes After Approval at Public Meeting, Responses are received and Opened at A Public Meeting)(Code SU 6)
- a. The using agency develops the specification.
  - b. The using agency identifies three or more vendors who can provide the supplies requested in the specification.
  - c. The specification and the names of the vendors are sent to the County Commissioners and placed on the agenda of a public meeting of the Board.
  - d. The County Commissioners can modify the list of vendors by adding or subtracting vendors, but there must be at least three approved by the County Commissioners as possible vendors.
  - e. The County Commissioners approve the specification and the vendor list.
  - f. The three or more vendors selected are sent a request seeking a quote for the supplies in the specification.

- g. The County Commissioners must use for **State Form 91 at page 217** for printing items and **State Form 95 at page 218** for supplies. Complete forms can be obtained from the County Auditor.
  - h. The quotes from the vendors are returned to the Lake County Auditor and opened at a public meeting of the County Commissioners.
  - i. If every vendor sent an invitation to quote does not responds with a submission, this does not invalidate the procedure.
  - j. The quotes are evaluated by the using agency and a recommendation submitted to the County Commissioners.
  - k. County Form 15 (Standard Contract for Supplies) at page 93 along with County Form 91 or County For 95 as applicable should be used with the specification and the quotes of all vendors attached.
  - l. The recommendation is placed on the County Commissioner agenda at its periodic public meetings and a decision made by the Board.
  - m. The County Commissioners can reject all quotes received and restart the procedure. If this is the action, the using agency should review the specification to make sure that a lack of clarity is not the reason for the disappointing number of quotes received and/or the price(s) quoted.
  - n. If the County Commissioners approve a vendor's quote, the official action in the public meeting, County Form 15 (**Standard Contract for Supplies at page 93**), the specification and the quote submitted by the selected vendor constitute the contract for the supplies.
3. **\$150,000 OR MORE**(See Flow Chart at TAB D-2 at page 32)(Formal Advertising for Bids )(Code SU 29)
- a. The using agency develops the specification.
  - b. The specification is sent to the County Commissioners with a request to advertise for bids for the supplies.
  - c. The County Commissioners act upon the specification and formally advertised for bids in the print media with a set date for the return of the sealed bids to the Lake County Auditor.
  - d. If the advertisement is for printing supplies, the bid packet must include **Form 91 at page 217 and Form 95 at page 218** if for other supplies. Complete forms can be obtained from the County Auditor.

- e. The bids from the vendors are returned to the Lake County Auditor, placed on the County Commissioners' agenda, and opened at a public meeting of the County Commissioners.
  - f. County Form 18 along with County Form 91 or County For 95 as applicable should be used with the specification and the quotes of all vendors attached.
  - g. The bids that are received are evaluated by the using agency and a recommendation submitted to the County Commissioners.
  - h. The recommendation is placed on the Commissioner agenda for its periodic public meetings and a decision made by the County Commissioners.
  - i. The County Commissioners can reject all bids and advertise again for bids. If this is the action, the using should review the specification to make sure a lack of clarity is not the reason for the disappointing number of bids received and/or the prices submitted by vendors.
  - j. If the County Commissioners approve a vendor's bid , the official action in the public meeting, County Form 15 (**Standard Contract for Supplies at page 118**), the specification and the bid submitted by the selected vendor constitute the contract for the supplies.
- J. The County Commissioners are aware that there are other seven other purchasing methods they can use to purchase supplies. These will be used by the County Commissioners when appropriate. For completeness they are listed below:
- 1. IC 5-22-7.3 - Negotiated Bidding
  - 2. IC 5-22-7.5 - Online Reverse Auction
  - 3. IC 5-22-1 - Purchases From Department of Correction
  - 4. IC 5-22-12 - Purchases from Rehabilitation Centers
  - 5. IC 5-22-13 - Purchases from Qualified Nonprofit Agencies for Persons with Serious Disabilities
  - 6. IC 5-22-14 - Small Business Set Aside Purchase
  - 7. IC 5-22-8-3 Renew An Existing Contract

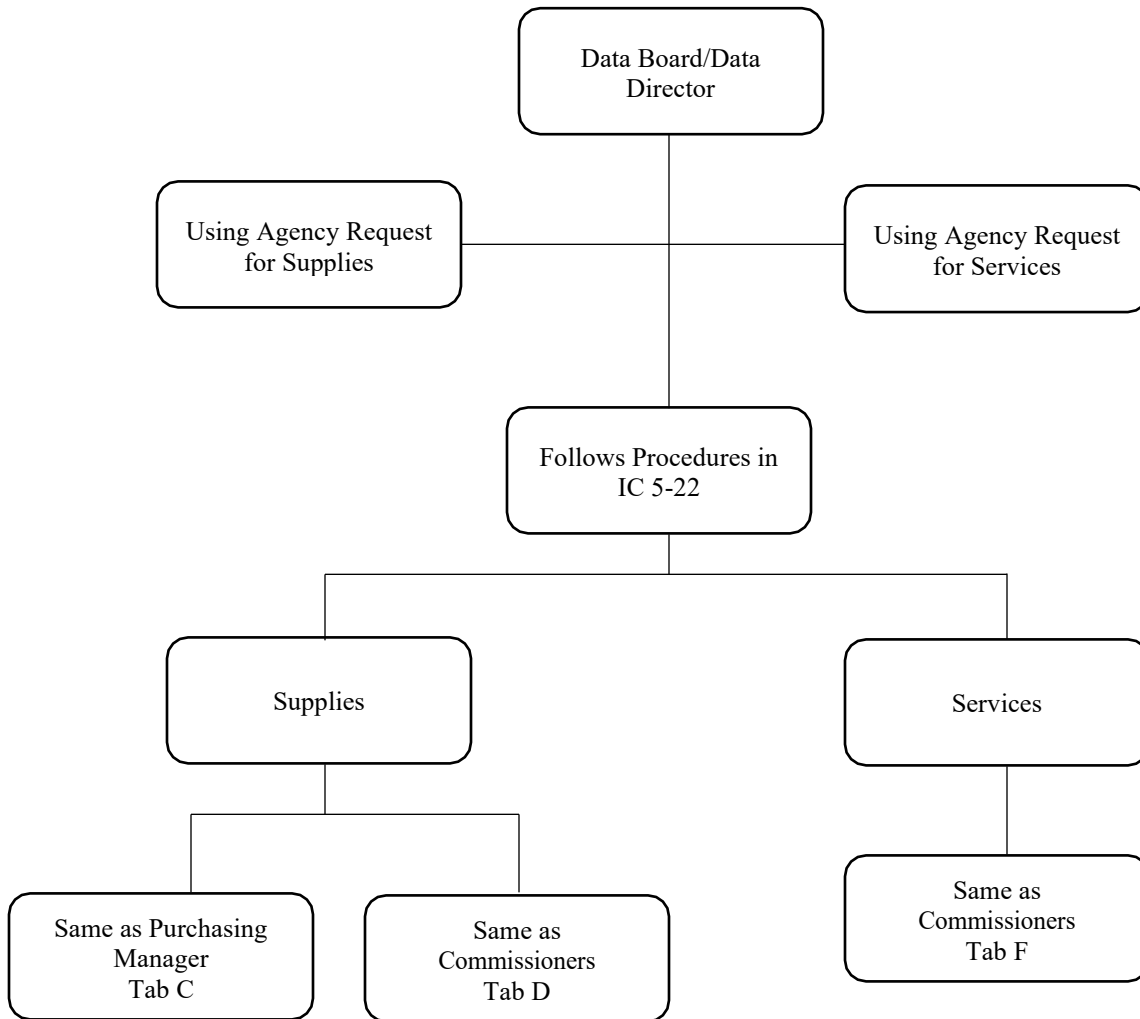
COMMISSIONERS AS PURCHASING AGENCY FOR SUPPLIES



**LAKE COUNTY DATA BOARD THROUGH DIRECTOR  
AND/OR THE DATA PROCESSING COMPANY  
FOR CERTAIN SUPPLIES AND SERVICES**

- A. The Lake County Council by ordinance established the Lake County Data Board (“Data Board”) which has authority over the data processing company (“Company”)with whom the County Commissioners have a contract for information technology(IT) and data processing for Lake County.
- B. The Company operates the Data Processing Department
- C. The contract gives to the Company the status of a purchasing agent for and on behalf of the County Commissioners in this specialized area under the supervision of the Data Board.
- D. The authority of the Company as purchasing agent is for supplies which includes equipment, goods, and materials and for services.
- E. In purchasing, the Company must follow the provisions of IC 5-22 but can utilize its discretion in regard to purchasing services.
- F. The Company may if it deems appropriate develop a specification and request that the Commissioners’ seek quotes or bids from vendors and make the purchasing decision.
- G. The Data Board and the Company have the authority to establish the procedure that will be used by a using agency in requesting and acquiring the supplies, equipment, goods, materials, and services though the Data Board and Data Agency.
- H. The County Commissioners have delegated the authority in this area because of the specialized knowledge possessed by the Data Board and the Company to maximize effectiveness, efficiency, reduce duplication, and lower cost.
- I. The procedure to be followed from a using agency can be obtained from the Director of the Company whose offices are located on the on the First Floor, Building A, Lake County Government Center.
- J. The Data Board and the Data Company Director must use the mandatory purchasing codes at **TAB B at pages 12-19** on their purchase orders. The flow chart for the Data Board/Data Director to enter into contracts for supplies and services is attached as **TAB E-2 at page 34**.
- K. Should the Data Board/Data Director desire to have the Commissioners serve as the purchasing agent for any project, this can be accomplished by simply sending this directive to the County Commissioners who will then follow their appropriate method to purchase the supplies or services.

DATA BOARD/DATA DIRECTOR  
AS PURCHASING AGENT  
FOR SUPPLIES AND SERVICES



**COMMISSIONERS AND THE PURCHASING MANAGER AS PURCHASING AGENTS FOR SERVICES**

- A. “Services” means the furnishing of labor, time, or effort by a person, not involving the delivery of specific supplies other than printed documents or other items that are merely incidental to the required performance. IC 5-22-2-30. The County Commissioners have added to the definition the repair and maintenance services listed with the type in the statutory definition.
1. **Specialty Services** are those such as legal and accounting where the vendor is engaged to provide the skill to address the subject area.
  2. **Specific Repair Services** are those services where the vendor returns the tangible article to its operational function and form.
  3. **Maintenance Services** are those services to tangible items to keep a product in good operating condition.
  4. **Other Services** are those of a particular type of help or assistance that are not the production of a tangible item
- B. The contract authority to purchase services is allocated among three purchasing agents as follows in order of precedence:
1. For a repair contract of any amount for an item of personal property, the person from the office or the department delivering the personal property to the repair vendor has the contract authority for this item of personal property.
  2. Next, and excluding the above, for a service contract less than \$2,500, the Purchasing Manager has the authority to approve the contract outside of a public meeting.
  3. Next, and excluding the aforementioned two situations, for a contract of \$2,500 or more the County Commissioners have the authority to approve this service contract in a public meeting.
- C. The definition of a service in the statute is on its face too restrictive as applying arguably only to the professional type of specialty services identified above. But, the concept of services is obviously broader as is evident from the additional type of services listed above in paragraph A.
- D. The intent is to have the definition of service be all inclusive. By simply rearranging a few of the words in the definition there is a broader application. Specifically, services means the “furnishing by a person of labor, time, effort or other items that are required to complete the requested performance, but does not include the separate delivery of specific supplies other than a printed document.” This broadening of the definition permits a “repair to an item of



tangible personal property” to be included and is the definition that will be used in this manual.

- E. A distinction must be made at the outset between a service and a public works repair. Specifically, a repair to a building, its integrated equipment such as plumbing, HVAC, or electrical, then the activity is a public works and not a service. The five TABS for public works are **TABS G-1 through K-1, pages 48 to 64.**
- F. The Commissioners and the Purchasing Manager may purchase services using any procedure they consider appropriate in their allocated purchase categories. . (IC 5-22-6-1).
- G. The Commissioners as the Lake County Purchasing Agency have delegated to the Lake County Board of Commissioners most of the authority to purchase services. The exceptions are the two instances listed in paragraph B above.
  - 1. The **first** is the authority granted to the department or office to repair an item of personal property when there is no annual maintenance contract in place. (TAB F-9, page 47)
    - a. Where there is no existing annual maintenance contract and a tangible item needs to be repaired, the contracting authority is delegated to the office or department that has possession of the tangible item of personal property.
    - b. The definition of “service” was expanded to include a repair to return the article to its operational function and form, The tangible property is taken to a repair service, repair of the equipment is absolutely necessary, but the total repair cost may not be known at the outset and the cost not totaled until the job is finished.
    - c. For this reason, the decision to contract for this type of service must be made on the “frontline”. The task is to make certain that the cost to repair including labor and materials does not exceed the cost of a new item of the same kind.
  - 2. The **second** is for all services excluding repairs to personal property covered above that are less than \$2,500. These services are the sole authority of the Purchasing Manager. (Tab F-2, page 40)
- H. The skill and ability of a person in providing a specific service is the end product sought by the using agency. For this reason, the County Commissioners and the Purchasing Manager will in most instances defer to the recommendation of the using agency as to the method to use to acquire a service.
- I. Every contract for a service must be approved by the party with the authority. For the repair, this is the representative of the department or office outside of a public meeting, for the service less than \$2,500 this is the Purchasing Manager outside of a public meeting, and for all the remaining this is the Board of Commissioners in a public meeting County Commissioners in a public meeting.

- J. The using agency can follow any of the purchasing methods depicted in the flow charts at **TAB F-2 through TAB F-8 at pages 40 to 46** to select and have the County Commissioners or the Purchasing Manager follow that method to contract with a party for the provision of the service.
- K. The intent of the flexibility is to permit the using agency to acquire the person desired by the using agency to perform the service. The using agency will chose what purchasing method to use from those in the following Section H.
- L. **County Form 37 (Standard Consulting Contract at page 141) or County Form 39 (Commissioners Standard Services Contract at page 153)** shall be used.
- M. In the flow charts they are presented as if the County Commissioners are the contracting body. However, the Purchasing Manager for items less than \$2,500 can use any or all of the techniques.
- N. The **seven methods** that the County Commissioners or the Purchasing Manager can use to purchase services in their specific cost categories are as follows:
  - 1. **First Method: ANNUAL BID .Flow Chart at Page 41. (Code SE 9)**  
A specification is prepared by the using agency and submitted to the County Commissioners. The request for the service is advertised in print media and bids received. The bids are submitted to the Lake County Auditor and opened in a public meeting of the County Commissioners. The responses ae reviewed by the using agency; a recommendation is placed on the agenda of a County Commissioners' public meeting; and the County Commissioners act upon the recommendation. The board action in the public meeting to contract with one of the vendors who submitted a bid plus the specification forms the contract.
  - 2. **Second Method: OBTAIN THREE QUOTES . Flow Chart at Page 42. Code SE 1)**  
The using agency prepares a specification and identifies a minimum of three vendors who can provide the needed service. The County Commissioners approve the list of three vendors and mail a solicitation for a quote to each vendor. The quotes are submitted to the Lake County Auditor and opened in a public meeting of the County Commissioners. The responses are reviewed by the using agency, and a recommendation is placed on the agenda of the County Commissioners public meetings where the County Commissioners act upon the recommendation. The board action in the public meeting to contract with one of the vendors who submitted a bid which along with the specification forms the contract.
  - 3. **Third Method: REQUEST FOR PROPOSALS, Flow Chart at Page 43, (Code SE 8)**

This method requires specific items in the document, so care is needed in the formulation of the scope. Specifically, the RFP must include statements concerning the relative importance of price and other evaluation factors and, whether discussions may be conducted with responsible offerors, who submit proposals determined to be reasonably susceptible of being selected for award. A specification is prepared by the using agency and submitted to the County Commissioners. The request for proposal is advertised in print media and responses submitted to the Lake County Auditor which are opened in a public meeting of the County Commissioners. The responses are reviewed by the using agency; a recommendation is placed on the agenda of a County Commissioners' public meeting; and the County Commissioners act upon the recommendation. The board action in the public meeting to contract with one of the vendors who submitted a bid plus the specification forms the contract.

**4. Fourth Method: SOLE SOURCE, Flow Chart at Page 44 (Code SE 15)**

The using agency develops a specification of what service is needed but, in its opinion, only one vendor can provide the service. A proposed contract is negotiated which includes a description of the services to be provided by the vendor. A contract signed by the vendor is placed on the agenda of a County Commissioners' public meeting and acted upon.

**5. Fifth Method: DEPARTMENTAL SELECTION, Flow Chart at Page 45. ( Codes SE 7 or SE 10)**

This method is similar to sole source. The difference is that there is a set of vendors qualified not just one. The using agencies reviews the vendor list and selects the vendor it wants. The procedure enumerated in the sole source method above is then followed. If the vendor sought provides legal services, the Code is SE 7. If the vendor provides another service, the purchasing Code is SE 10.

**6. Sixth Method: MISCELLANEOUS SPECIALITY SERVICES, Flow Chart at Page 46 (For Codes See Tab F-8)**

This method is restricted to the specific types of services enumerated in TAB F-8. Before undertaking any of these the using agency must submit a letter to the County Commissioners who will at a public meeting provide the direction for the acquisition of the enumerated type of services.

**7. Seventh Method: TWO SPECIAL PURCHASING TECHNIQUES (Code SE 33 and SE 10)**

The two (2) authorized special purchasing methods are:

- a. **Emergency**: Obtain the service when an emergency condition constitutes a threat to public health, welfare, or safety and then place the matter on the agenda of a public

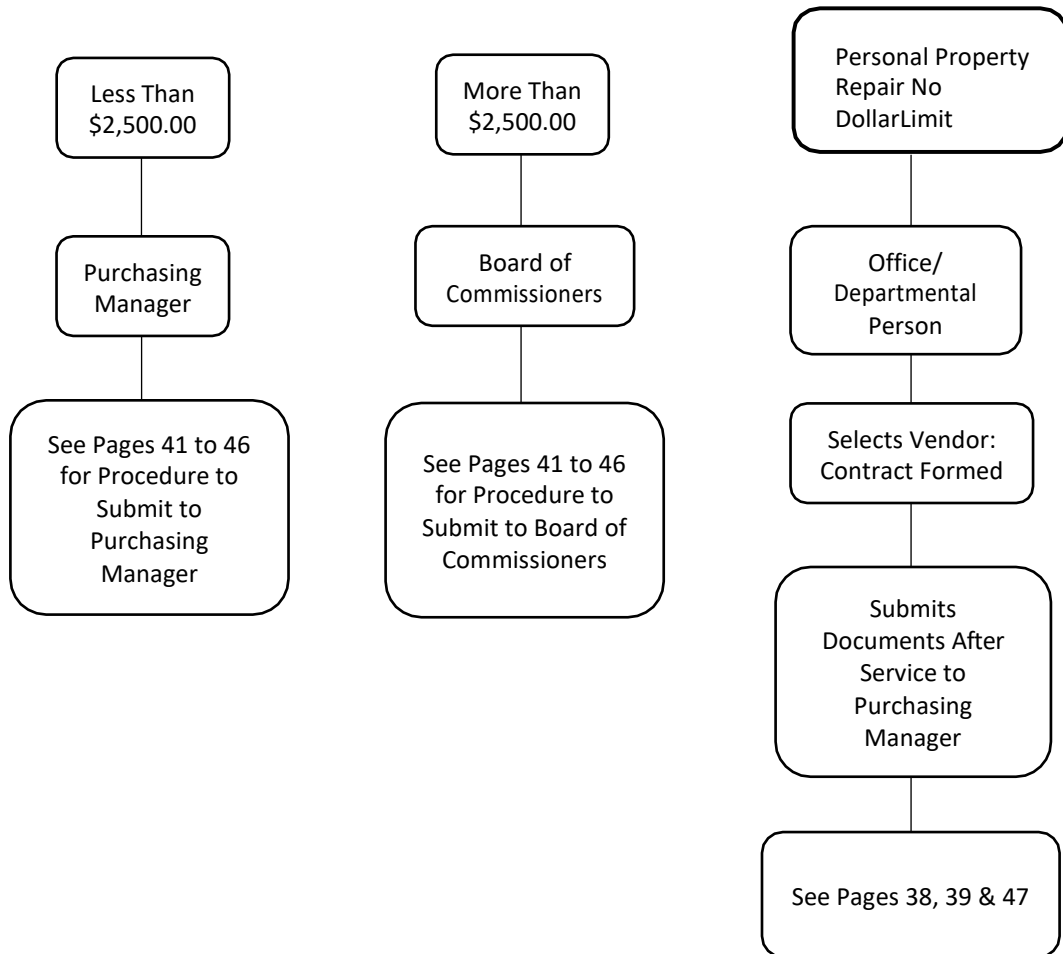
meeting of the County Commissioners'. If the cost to fix the emergency can be determined before the service is undertaken, then the code is SE 33.If the

- b. **No Other Quote Received (Code 45):** When the purchasing agency has solicited for a service under the first, second, or third method and no response is received, the using agency shall place the matter on the agenda of the next County Commissioners' meeting for resolution. .

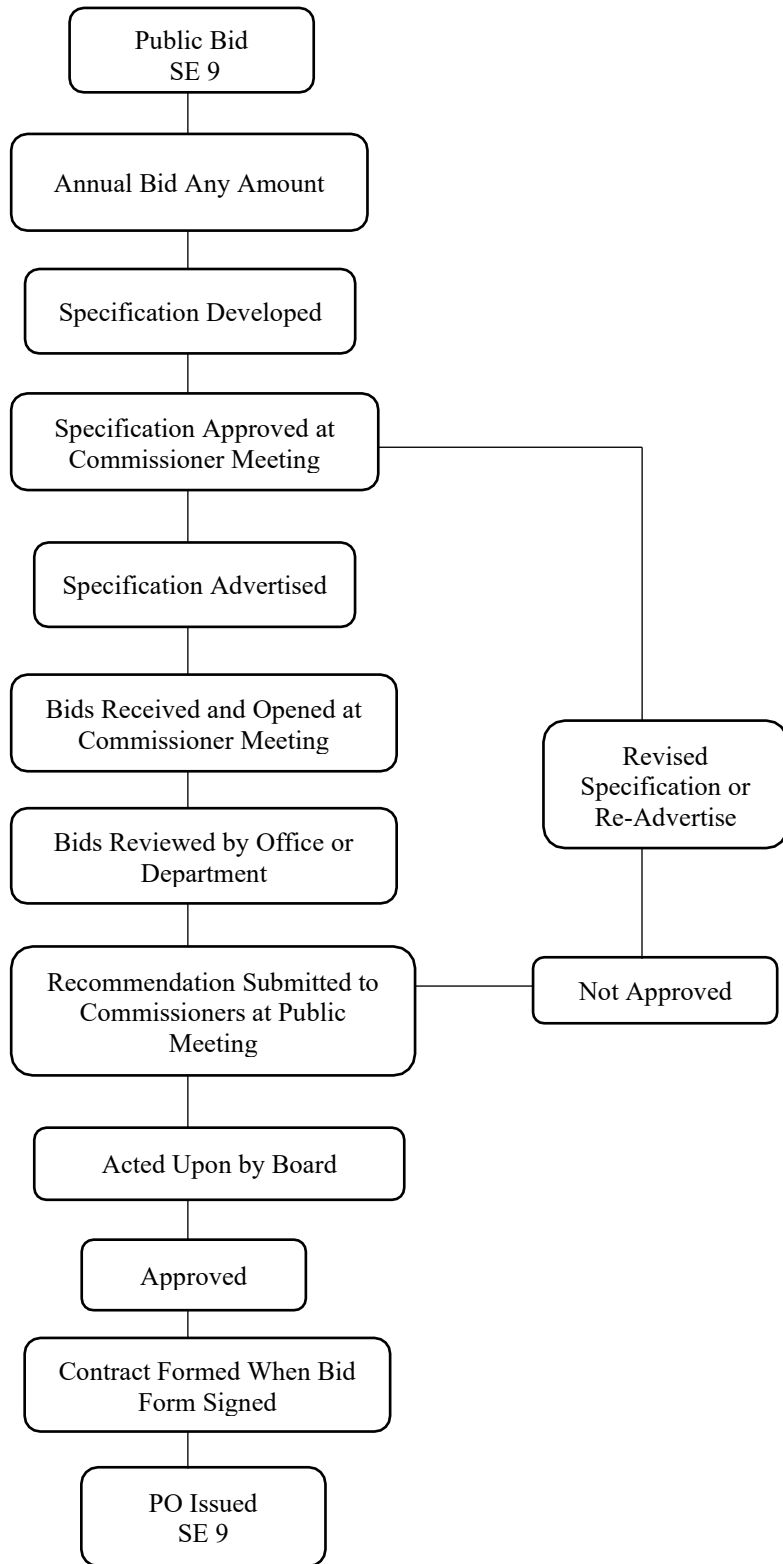
**O. Eight Method: CONTRACT FORMED WHEN SERVICE REOUESTED, Flow Chart Page 47) (Code SE 46)(IC 5-22-6)**

1. This method has an extremely limited use and should be undertaken only in the situation described.
2. There are some service repairs and situations where the tangible property is taken to a repair service, and the repair of the equipment is absolutely necessary.
3. The Flow Chart for this special repair authority is attached as TAB F-9.
4. The person acting as the purchasing agent for the office or department should obtain some estimate , if possible, of the cost to repair the tangible personal property.
5. No repair should be undertaken if the estimate of the cost to repair exceeds the cost of acquiring a new item of the same type.
6. The vendor may not know at the outset what is wrong and cannot compute a price to repair. If this occurs the purchasing agent will have to use his or hers best judgment as to whether to proceed with the repair.
7. The approval of the office or department person to proceed with the repair constitutes the contract. Because the person was delegated this contract authority, the contract is formed and there is no requirement that this be placed on the County Commissioners' public meeting agenda.
8. The County Commissioners know that this will occur but cannot identify the exact person who will act as the agent for the County Commissioners as the Purchasing Agency.

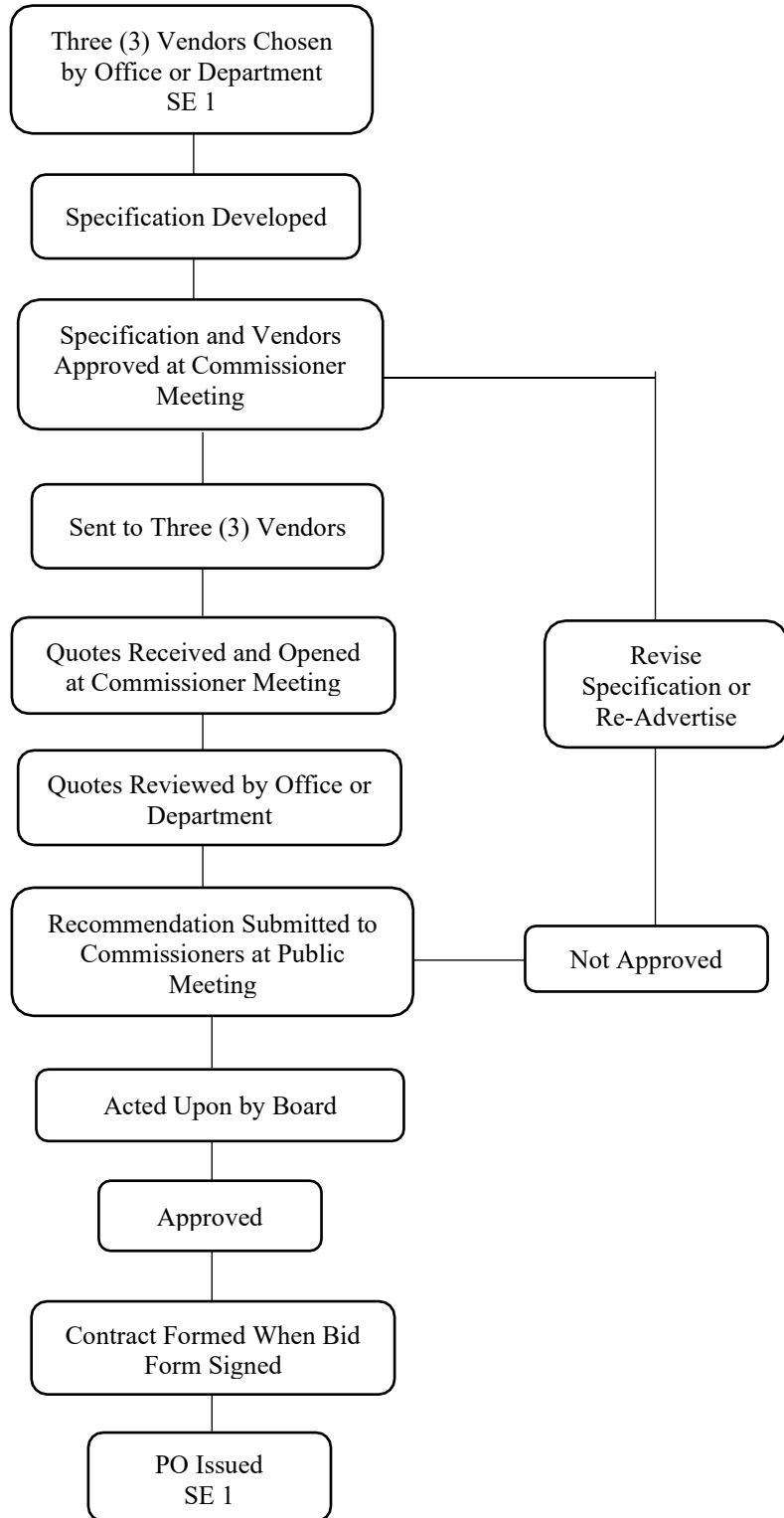
SERVICES FLOW CHART



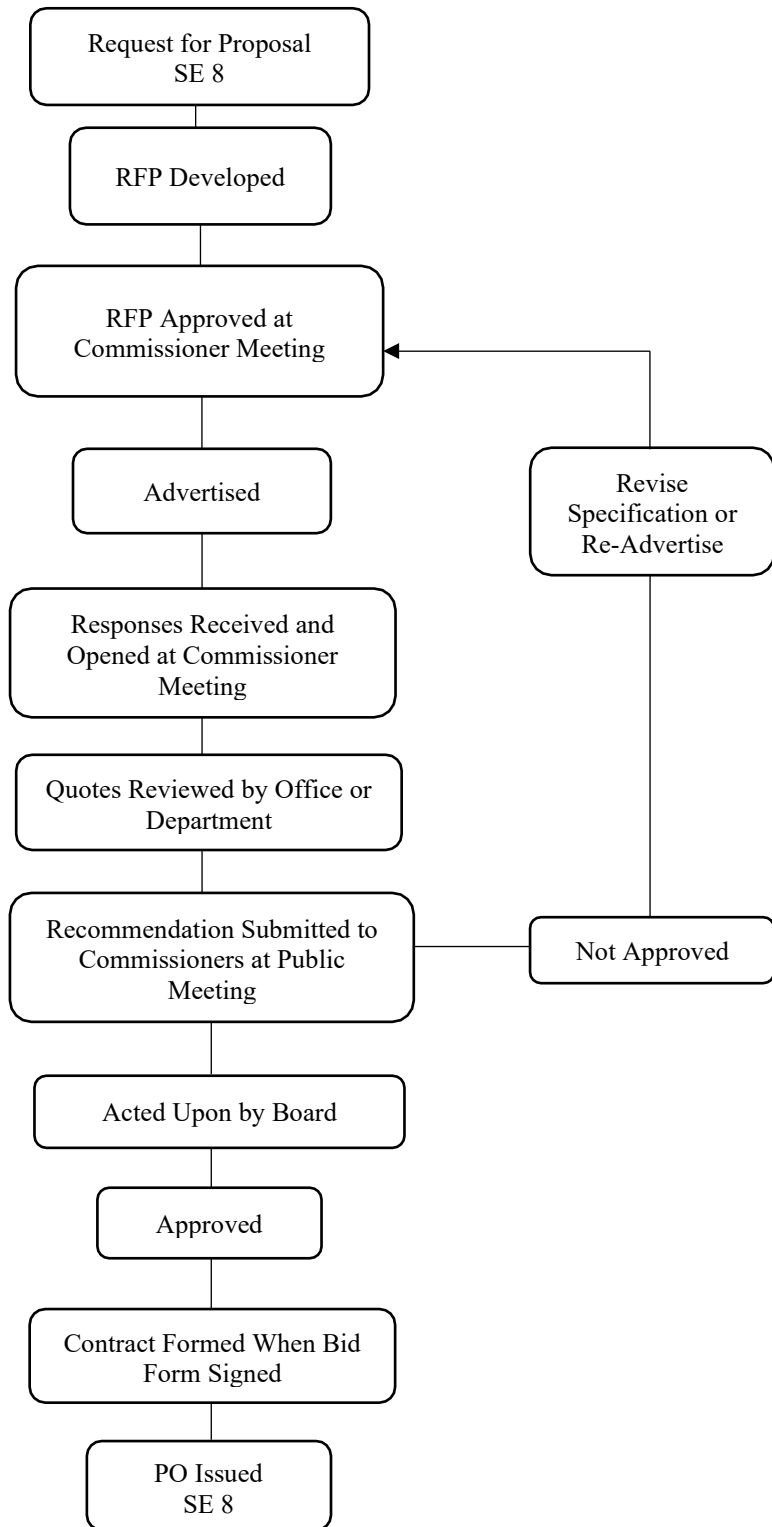
SERVICES ANNUAL BID



SERVICES THREE QUOTES METHOD

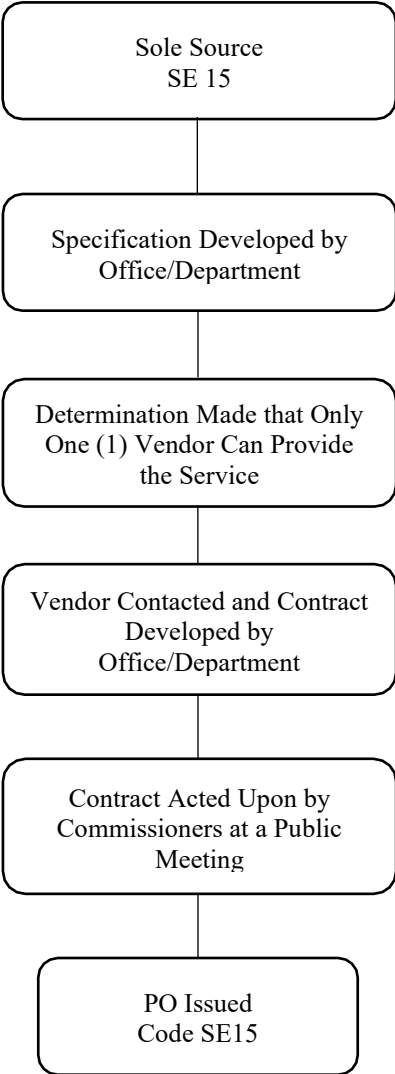


SERVICES USING A REQUEST FOR PROPOSAL (RFP)

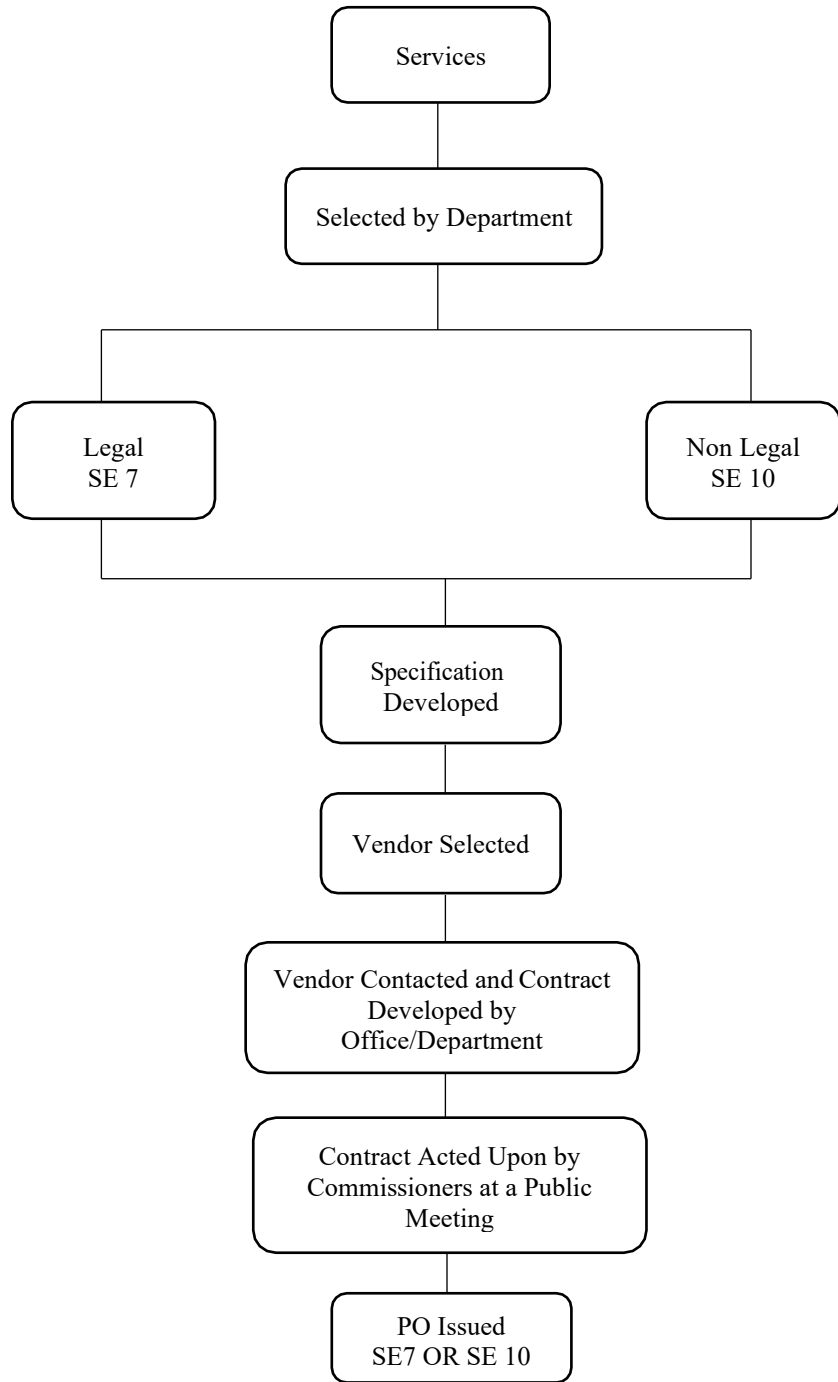




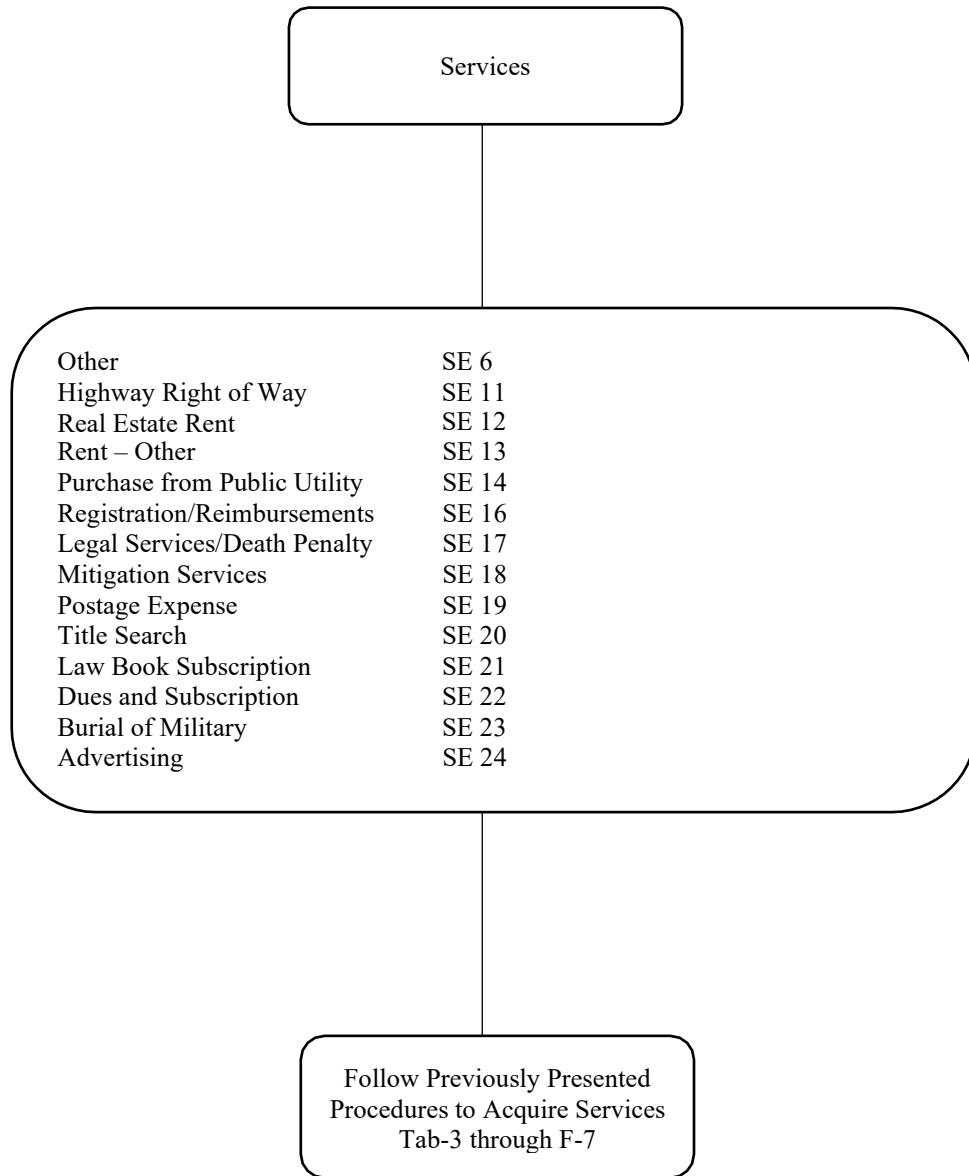
SERVICE FROM SOLE SOURCE



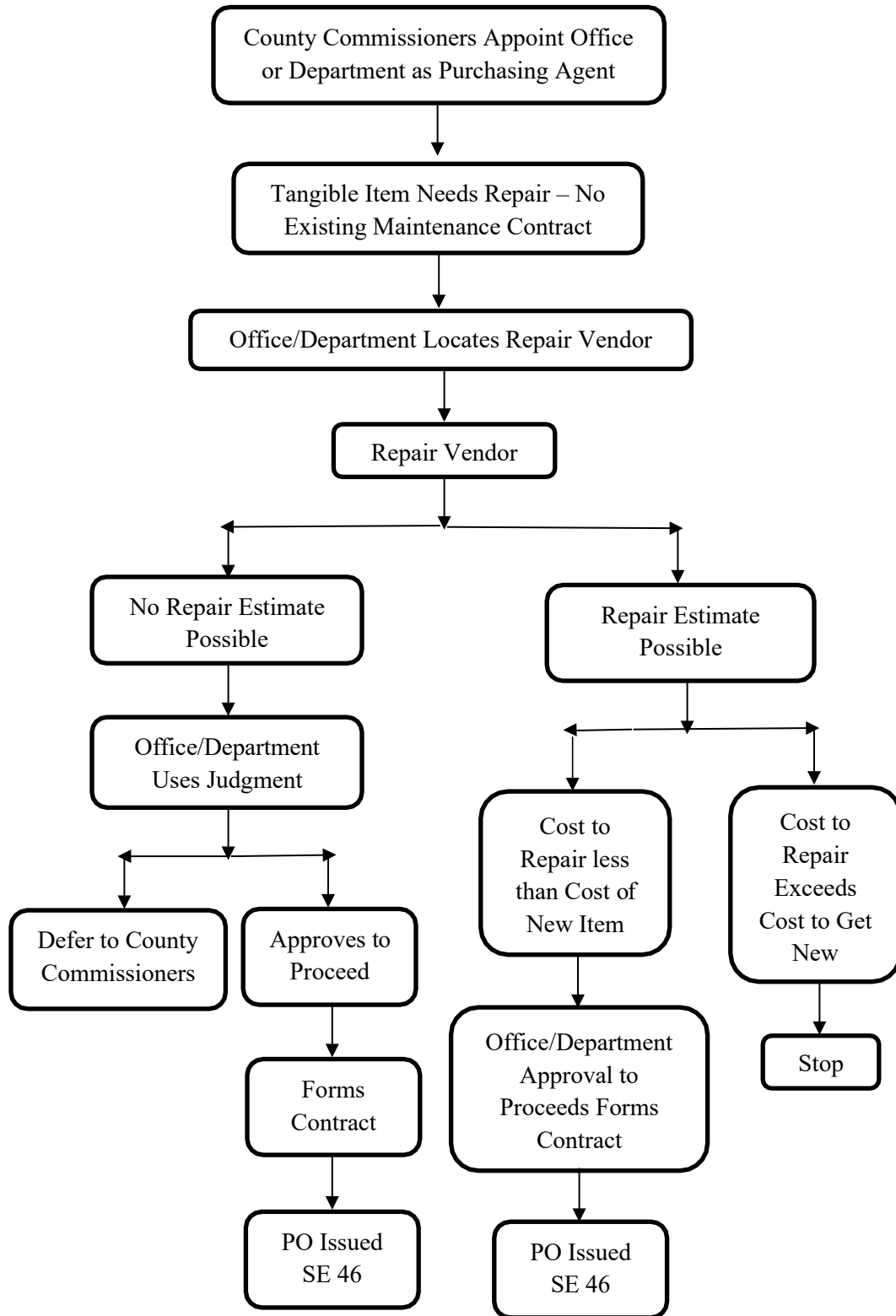
VENDOR SELECTED BY DEPARTMENT



SPECIALTY SERVICE



**PURCHASING AGENT FOR REPAIRS TO TANGIBLE ITEMS**



**NEW CONSTRUCTION**  
**AND**  
**PLANNED MODIFICATIONS**  
**TO EXISTING STRUCTURES**

- A. This section encompasses the construction, reconstruction, alteration, or renovation of a public building and its integral parts that is not a repair, an emergency action, or annually scheduled periodic maintenance. An elected official or department head identifies what they consider a deficiency and develops in a broad sense an idea for constructing a new facility or for the need to modify an existing facility in a major way.
- B. The idea is submitted to the County Commissioners. A Construction Committee established by the County Commissioners and Chaired by a County Commissioner will seek project input from their staff, contract consultants, and an architect, if necessary. If they decided to proceed, the County Commissioners direct the development of plans and specifications.
- C. For any new construction and planned modification to an existing structure, a Project Manual will be organized. This document is the first source document for all inquiries about the project. The Project Manual will contain those documents specifically needed for that project. Therefore, the contents will vary with each public works new construction and planned modification to an existing structure. However, the Project Manual may contain the following:
  - 1. The specifications adopted by the Commissioners
  - 2. Any Addenda to the specifications
  - 3. The legal add for the publication
  - 4. Any minutes of the Construction Committee working on the project.
  - 5. Any items deemed necessary by the Architect
  - 6. Any other item deemed appropriate for the uses of the project
- D. At page 206 is a public works construction checklist.
- E. There are two procurement methods available.

**1. Quote Method For Projects Up to \$150,000. Flow Chart at Page 50)(Code PW 6)**

At a public meeting the County Commissioners approve the specification, select at least three vendors who are notified by mail of the project, mail the specification, and notify the three vendors of the submission date. The vendor responses must be received by the Lake County Auditor and opened in a public meeting of the Board of Commissioners. The project is awarded in a public meeting to the most responsive and responsible vendor , after review, or all quotes are rejected at a public meeting.

2. **Bid Method For Projects \$150,000 and Over, Flow Chart at Page 50(Code PW 7):**

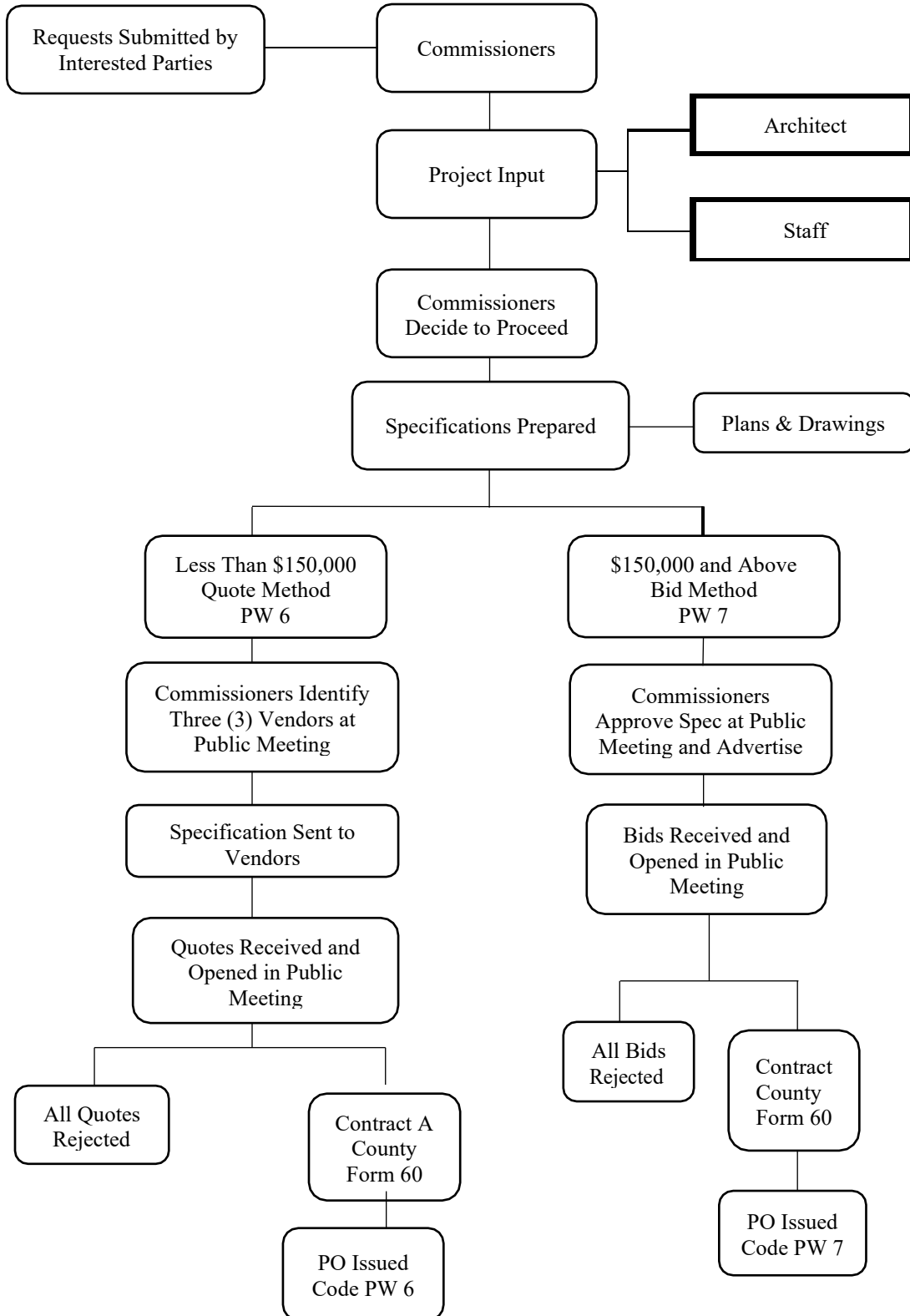
At a public meeting the County Commissioners approve the specification and publish the solicitation seeking bids in two newspapers two (2) times, at least one (1) week apart, with the second publication made at least seven (7) days before the date the bids will be received. Interested vendors pick up the specification and timely submit their bid to the Lake County Auditor. At a public meeting of the County Commissioners the bids are opened. At a public meeting after review, the bid is awarded to the most responsible and responsive bidder with the lowest price or all bids are rejected.

- F. This procedure is very formal for both quotes and bids. The key is the preparation of a specification.
  - 1. A specification is a description of the physical characteristics, functional characteristics, extent, or nature of any public work required by the board.
  - 2. If the estimated cost is more than one hundred thousand dollars (\$100,000), the project may be undertaken by the County Commissioners only in accordance with plans and specifications approved by an architect or engineer licensed under [IC 25-4](#) or [IC 25-31](#).
  - 3. Because of the requirement that there be a specification, the County Commissioners will contract with a party when necessary to prepare the specification.
- G. State Form 96 must be used under both methods.

The flow chart for new construction and planned modification to existing structures is attached as **TAB G-2 at page50**.

- H. Special provisions that may apply:
  - 1. A performance bond is required if the total contract price is two hundred thousand dollars (\$200,000) or more.
  - 2. A payment bond is required if the total contract price is two hundred thousand dollars (\$200,000) or more.
  - 3. A retainage provision must be included in public work contracts more than two hundred thousand dollars (\$200,000)
- I. The response under the quote method or the bid method is submitted and opened at a public meeting of the County Commissioners.
- J. The County Commissioners evaluate the responses and decide to accept the most responsive and responsible quote or bid or to reject all and start over.

PUBLIC WORKS  
 NEW CONSTRUCTION AND PLANNED MODIFICATION  
 TO EXISTING STRUCTURES



**ALL PUBLIC WORKS EMERGENCIES**

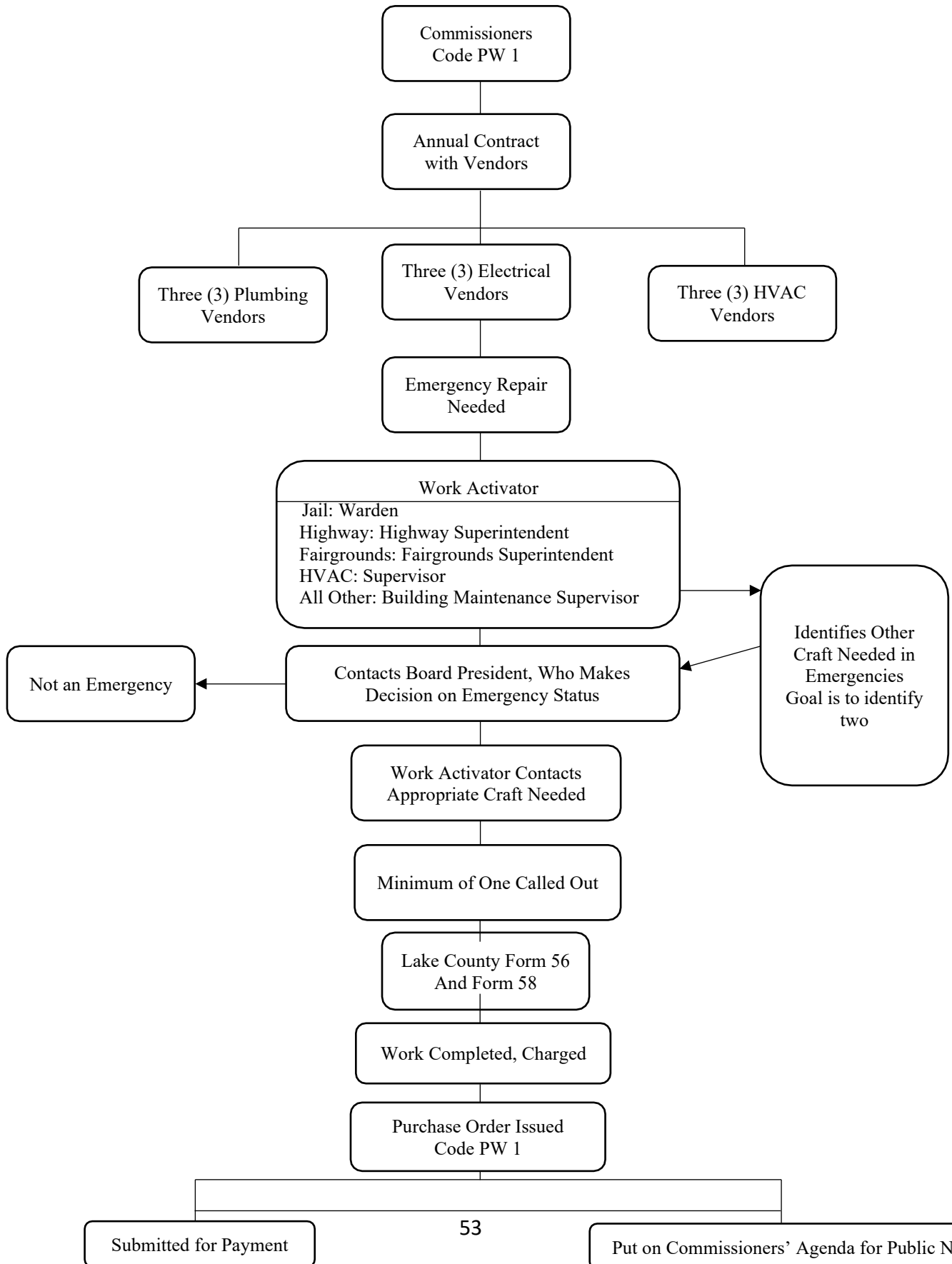
- A. Just because something is not working, and someone is very anxious to get the situation fixed does not constitute an emergency. In fact, actual emergencies are the rare event.
- B. By definition, a true emergency must meet the following criteria:
  - 1. An emergency is a situation that (1) could not reasonably be foreseen and that (2) threatens the public health, welfare, or safety and requires immediate action.
  - 2. The work is needed immediately because a situation exists that is could seriously affecting the (1) health, welfare, or safety of persons, employees, visitors, and inmates in Lake County buildings and/or(2) seriously affects the functioning capability of a facility’s equipment.
  - 3. The key words are “:seriously affects” and “threatens”
- C. The Indiana statute applicable in public works emergencies is IC 36-1-12-9 which reads as follows:
  - (a) The board, upon a declaration of emergency, may **contract** for a **public work** project without advertising for bids if bids or quotes are invited from at least two (2) persons known to deal in the public work required to be done.
  - (b) The minutes of the board must show the declaration of emergency and the names of the persons invited to bid or provide quotes.
- D. The legislative purpose of the statute is to get someone on site quickly in an emergency to start as soon as possible to protect persons and property.**
- E. Because of the nature of the potential or actual immediate harm, the Board of Commissioners has adopted the following policy which applies regardless of the cost but is based upon a reasonable evaluation of the potential threat or actual harm being experienced. **Attached at TAB H-2 at page 53 is the flow chart for public works emergencies.**
  - 1. The President of the Board of Commissioners is delegated the authority and is the sole person who can approve the emergency work.
  - 2. The President based upon information received from the person on site with knowledge of the situation will either authorize a stop gap measure to alleviate the harm but permit further evaluation as to the scope of the action or will authorize an all-out effort to correct the situation now.
- F. Annually, the County Commissioners will contract with vendors in certain crafts to be in a position to provide emergency repairs as an extension of their annual contract. The type of



crafts will be developed each year based upon the prior year’s emergency craft needs. At the outset, the County Commissioners will contract with a least three vendors to provide services in plumbing, electrical and heating-ventilation-air conditioning (HVAC).

- G. The best practice would be for those involved in the public works sector to develop a list of vendors not under contract who provide certain types of services that might be needed so that these could be contacted quickly in an emergency.
- H. Most situations with “emergency potential” involve electrical, plumbing, or HVAC operations. in the county jail, at the highway garage or on the highway, in a county building, or at the county fairgrounds.
- I. When an emergency occurs, the Warden, the Highway Superintendent, the Building Maintenance Supervisor, HVAC Supervisor, or the Fairgrounds Superintendent depending upon the location of the emergency shall immediately contact the President of the Board of Commissioners with the factual situation.
- J. **The practical approach meeting the purpose of the emergency statute is as follows:**
  - 1. **In an electrical, plumbing, or HVAC situation apply the fee provisions in the annual contract and proceed as follows:**
    - a. **Contact the Board President and present all the information and facts.**
    - b. **Have the President select the vendors to call from the required electrical, plumbing, or HVAC craft and the order in which to call them.**
    - c. **The first vendor with the positive response will be the vendor to perform the emergency repairs.**
    - d. **For the three crafts under contract, the activity and cost is recorded on County Form 56 at page 165.**
  - 2. **If the craft or service needed is not under contract, two vendors must be identified and the procedure is as follows:**
    - a. **The party shall identify at least two vendors who might provide this type of repair.**
    - b. **The President will then determine who to call and the order in which to contact the vendors.**
    - c. **The first vendor with the positive response will be the vendor to perform the emergency repairs.**
    - d. **County Form 58 at page 168 is to be used.**

EMERGENCY PUBLIC WORKS



**ALL ANNUAL PUBLIC WORKS MAINTENANCE CONTRACTS**

- A. This section covers all public works maintenance performed under annual contract with the County Commissioners after approval of the yearly contract at a public meeting.
- B. The request for an annual maintenance contract covering public works facilities and the installed equipment can initiate from any of the following:
  - 1. Any office or department
  - 2. Commissioners' Special Assistant
  - 3. Board of Commissioners
  - 4. Maintenance personnel
- C. The Commissioners Special Assistant is responsible for the following:
  - 1. Obtaining guidance from the County Commissioners on what annual maintenance contracts may be needed and submitting recommendations for consideration.
  - 2. Informing all sources of annual maintenance contracts that all proposed annual maintenance contracts must be submitted to the County Commissioners' Special Assistant.
  - 3. Reviewing all proposed annual maintenance contracts submitted, and those initiated by the County Commissioners' Special Assistant.
  - 4. Obtaining competitive annual maintenance contracts whenever possible.
  - 5. Making timely recommendations to the Board of Commissioners at a public meeting for approving an annual maintenance contract.
- D. The Purchasing Department shall keep an inventory of all annual maintenance contracts.
- E. The Purchasing Department shall inform the County Commissioners' Special Assistant of an upcoming expiration date. To the maximum extent possible all annual maintenance contracts shall have the same expiration date.
- F. The key to annual maintenance contracts is the preparation of a specification to let the potential vendor know what is required as well as when and how the service shall be delivered. A specification need not be extensive in verbiage but must leave no doubt in the mind of the County and the vendor about what is being requested.
- G. The flow chart for annual maintenance contracts is attached as **TAB I-2 at page 56.**
- H. All annual maintenance contracts must be placed on the agenda of a public meeting of the County Commissioners to approve or reject.

A. Major maintenance providers have a standard contract with they require be used. This is permissible as long as the agreement does not have an automatic renewal or a provision that requires the County to pay even if there is no appropriation. If there is no standard company contract, then **County Form 61 at page 201** or a modification thereof negotiated with the maintenance provider shall be used.

B. The four methods to obtain vendors to provide this type of public works maintenance are as follows:

**1. First Method: Total Estimated Cost IS Less Than \$2500, Flow Chart Is at Page 56 (Code PW 2).**

If the total cost of the annual maintenance contract is estimated to be less than \$2,500, the County Commissioners Special Assistant develops a specification, obtains a minimum of one quote from a vendor who provides the type of public works maintenance needed, and submits the quote to the County Commissioners at a public meeting.

**2. Second Method: Total Estimated Cost Is \$2500 or More But Less Than \$5,000, Flow Chart is at Page 56 Code PW 3).**

If the total cost of the annual maintenance contract is estimated to be at least \$2,500 but less than \$5,000, the County Commissioners Special Assistant develops a specification, obtains a minimum of one quote from two vendors who provide the type of public works maintenance needed, and submits the two quotes to the County Commissioners at a public meeting.

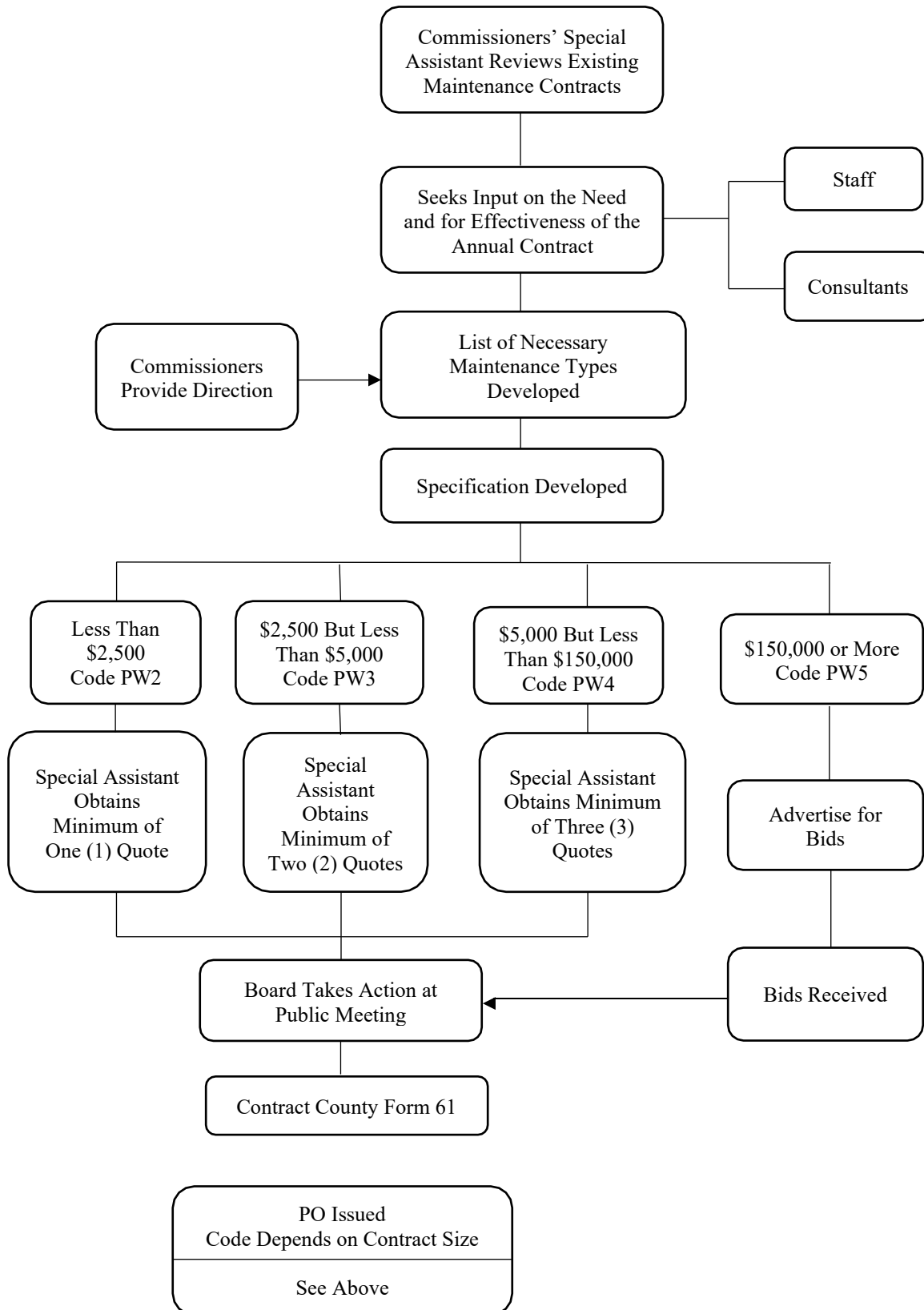
**3. Third Method: Total Estimated Cost Is \$5, 000 or More But Less Than \$150,000 Flow Chart is at Page 56 (Code PW 4). .**

If the total cost of the annual maintenance contract is estimated to be at least \$5,000 but less than \$150,000, the County Commissioners Special Assistant develops a specification, obtains a minimum of one quote from three vendors who provide the type of public works maintenance needed, and submits the three quotes to the County Commissioners at a public meeting.

**4. Fourth Method: Total Estimated Cost is \$150,000 or More; Flow Chart is at Page 56 (CODE PW 5)**

If the total cost of the annual maintenance contract is estimated to be more than \$150,000 per year, the County Commissioners Special Assistant will prepare a specification and the Commissioners will advertise for formal bids for the type of public works maintenance service needed.

ANNUAL PUBLIC WORKS MAINTENANCE CONTRACT



**ALL NON EMERGENCY REPAIRS REGARDLESS OF LOCATION  
WHERE THE COST WILL BE LESS THAN \$5,000**

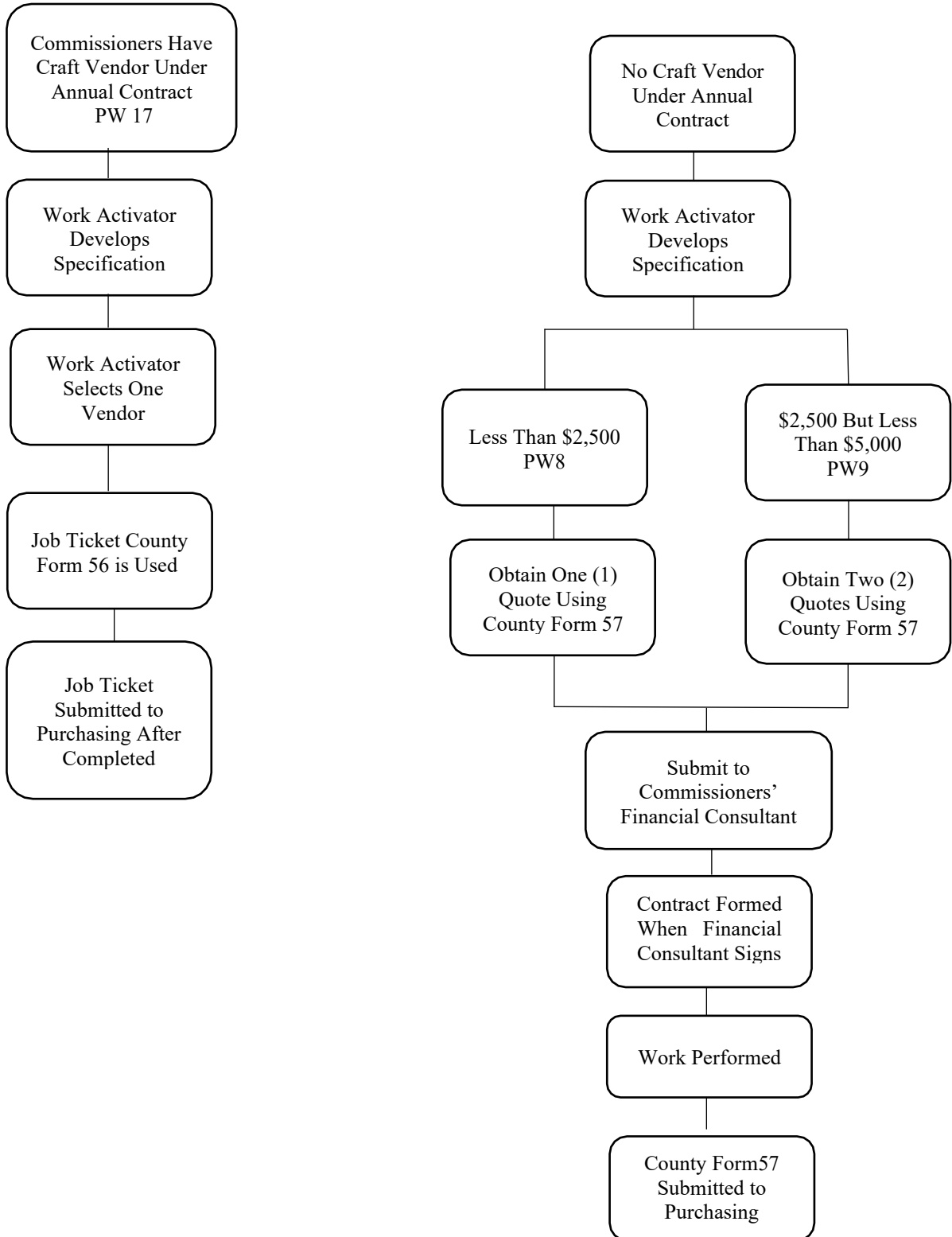
- A. This section covers all regular repairs estimated to cost less than \$5,000.
- B. The need arises when there is a current problem whose correction must be made in order to keep a Lake County Building and/or its building related equipment in operating order.
- C. These repairs are neither maintenance covered by an existing annual contract, an emergency, or a planned capital expenditure for new construction or modification,
- D. Annually, the County Commissioners will contract with vendors in certain crafts to provide repairs. The type of crafts will be developed each year based upon the prior year's emergency craft needs. At the outset the County Commissioners will contract with a least three vendors to provide services in plumbing, electrical and heating-ventilation-air conditioning (HVAC).
  - 1. County Commissioners will seek proposals for work in these areas which will include a request for an hourly rate, the % markup on parts used, and other cost factors.
  - 2. The list can be modified by the addition or deletion of vendors through action of the County Commissioners at a public meeting.
- E. Most regular repairs involving structures and/or equipment occur in the jail, at the highway garage or on the highway, in a county building, or at the county fairgrounds.
- F. The Warden, the Highway Superintendent, the Building Maintenance Supervisor, HVAC Supervisor or the Fairgrounds Superintendent are the designated "work activators"
- G. When there is a need for a non-emergency regular repair less than \$5,000, the Warden, the Highway Superintendent, the Building Maintenance Supervisor, HVAC Supervisor or the Fairgrounds Superintendent depending upon the location of the repair shall call the vendor under contract or if the repair does not fall within the scope of a craft under contract, then obtain the number of quotes from the vendor or vendors in that line of work.
- H. Attached as **TAB J-2 at page 59** is the flow chart for repairs in this category of repair projects less than \$5,000.
- I. There are two fact situations that occur:
  - 1. **The Craft Needed Is Already Under Annual Contract.**
    - a. The Work Activator develops the specification which can be simply a few sentences about what is wrong.

- b. If the repair requires plumbing, electrical, HVAC, or another vendor under annual contract, the work activator selects one of the vendors to perform the work.
- c. The work activator directs the selected vendor to perform the work using the Job Ticket, County Form 58. No approval by anyone else is needed.

**2. The Craft Needed Is Not Under Annual Contract**

- a. The Work Activator develops the specification which can be simply a few sentences about what is wrong.
- b. If the job is estimated at less than \$2,500, a minimum of one quote is all that is required. (See the Flow Chart at Page 59) (Code PW 8)
- c. If the job is estimated at between \$2,500 but less than \$5,000, a minimum of two quotes is all that is required. (See the Flow Chart at Page 59) (Code PW 9)
- d. In either case, **County Form 57 at page 166** is used
- e. The County Form 57 and any explanatory information are submitted to the Commissioners Financial Consultant.
- f. The packet is reviewed by the Commissioners Financial Consultant who make the decision to approve or deny.
- g. Approval by the Commissioners' Financial Consultant forms the contract, and the vendor then proceeds with the repair.

## NON EMERGENCY REPAIRS LESS THAN \$5,000





**ALL NON EMERGENCY REPAIRS REGARDLESS OF LOCATION  
WHERE THE COST WILL BE MORE THAN \$5,000 OR MORE**

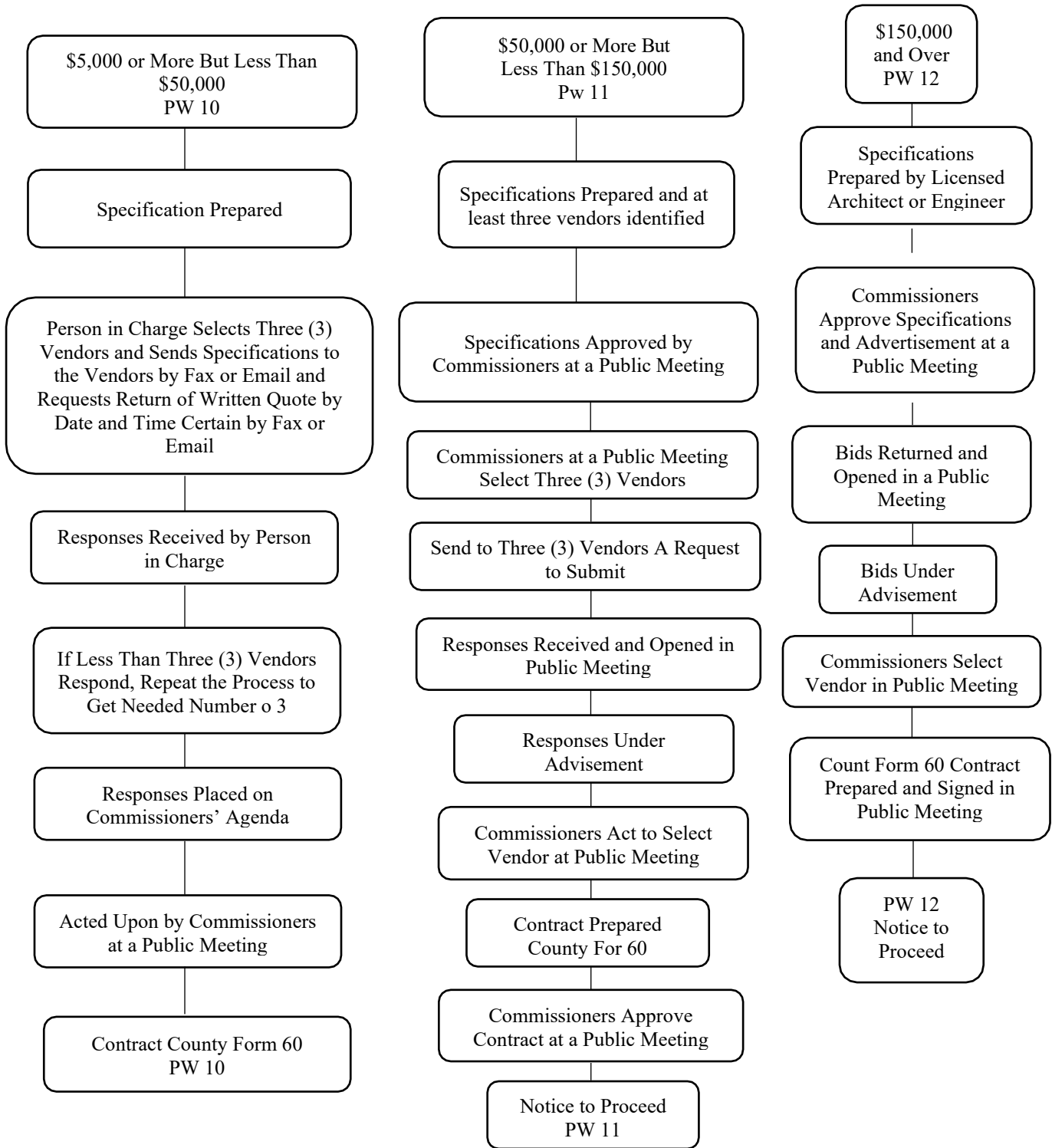
- A. This section covers all regular repairs that are estimated to cost \$5,000.00 or more.
- B. The need arises when there is a current problem whose correction must be made in order to keep a Lake County Building and/or its building related equipment in operating order.
- C. These repairs are neither maintenance covered by an existing annual contract, an emergency, or a planned capital expenditure for new construction or modification,
- D. Any contractor performing work in this category must have a contract approved by the Board of Commissioners at a public meeting.
- E. This procedure is very formal. The key is the preparation of a repair specification.
  - 1. A specification is a description of the physical characteristics, functional characteristics, extent, or nature of any public work required by the Board. The specification for a repair must meet this guideline.
  - 2. Repairs performed or contracted for on a public building, the cost of which is more than one hundred thousand dollars (\$100,000), may be undertaken by the County Commissioners only in accordance with plans and specifications approved by an architect or engineer licensed under IC 25-4 or IC 25-31.
  - 3. Because of the requirement that there be a specification, the Board of Commissioners will contract with a party with the necessary qualifications to prepare the specification when this is necessary
- F. Attached as TAB K-2 is the flow chart for repairs in this category of repair projects \$5,000. or more.
- G. Lake County Form 62 at page 206 is a public works check list containing additional information that is included for reference purposes.
- H. There is one method within each of the three costs ranges to; procure the necessary repair vendor. The cost ranges and procedure are as follows:
  - 1. **AT LEAST \$5,000 BUT LESS THAN \$50,000 (Flow Chart at Page 64) (The Staff of the County Commissioners as the Using Agency Obtain the Three Quotes and Submit Them to County Commissioners at a Public Meeting)(Code PW 10)**
    - a. The County Commissioners' staff develops the specification.
    - b. The County Commissioners' staff identifies three vendors who can provide the public works service requested in the specification.

- c. The three vendors are sent the specification by the Commissioners' staff, and a quote is requested.
  - d. The quote from the vendor is returned to the County Commissioners' staff.
  - e. If all three vendors do not return a quote, the County Commissioners' staff must find another vendor or vendors to obtain a quote since this method requires three quotes in hand.
  - f. The quotes are evaluated by the County Commissioners' staff, and a recommendation is submitted to the County Commissioners at a public meeting.
  - g. County Form 59 is used to form the contract. If the County Commissioners approve a contract, the official action in the public meeting and the quote submitted by the selected vendor along with the specification constitutes the contract.
- 1. AT LEAST \$50,000 BUT LESS THAN \$150,000 (Flow Chart at Page 64) County Commissioners Staff Obtains the Three Names of three or more vendors capable of performing the public work and submit them to the County Commissioners at a Public Meeting Code PW 11)**
- a. The County Commissioners' staff develops the specification which may require the services of an architect.
  - b. The County Commissioners' staff must identify at least three or more vendors who can make the repair.
  - c. The specification and the names of the vendors are placed on the agenda of a public meeting of the County Commissioners.
  - d. The County Commissioners approve the specification and the vendor list.
  - e. **State Form 96 at page 219** must be used, and complete forms are available in the County Auditor's Office.
  - f. The three or more vendors selected are sent a request seeking a quote for the repair work in the specification.
  - g. The quotes from the vendors are returned to the Lake County Auditor and opened at a public meeting of the County Commissioners.

- h. If not, every vendor who is requested to submit a quote responds with a submission, this does not invalidate the procedure.
  - i. The quotes that are received are evaluated by the County Commissioners and their staff.
  - j. The recommendation is placed on the County Commissioner agenda at its periodic public meetings, and a decision made by the board.
  - k. The County Commissioners can reject all quotes received and restart the procedure. If this is the action, the County Commissioners should review the specification to make sure a lack of clarity is not the reason for the disappointing number of quotes received and/or their price quoted.
  - l. **County Form 60 at page 184** is used to form the contract. If the County Commissioners approve a vendor, the official action in the public meeting and the quote submitted by the selected vendor along with the specification constitutes the contract.
- 2. \$150,000 OR MORE (Flow Chart at page 64)(Formal Advertising for Bids)(Code PW 12))**
- a. The County Commissioners develop the specification which will require the services of an architect.
  - b. The specification is placed on the agenda of a public meeting of the County Commissioners.
  - c. The County Commissioners approve the specification and the legal ad.
  - d. **State Form 96 at page 219** must be used. Complete forms are available at the Auditor's Office.
  - e. The bids from the vendors are returned to the Lake County Auditor, placed on the County Commissioners' agenda, and opened at a public meeting of the County Commissioners.
  - f. The bids that are received are evaluated by the County Commissioners and their staff, and a recommendation submitted to the County Commissioners.
  - g. The recommendation is placed on the Commissioner agenda of a periodic public meetings, and a decision made by the County Commissioners.

- h. The County Commissioners can reject all bids and advertise again for bids. If this is the action, the using should review the specification to make sure a lack of clarity is not the reason for the disappointing number of bids received and/or the bid price.
  - i. **County Form 60 at page 184** is used to form the contract. If the County Commissioners approve a vendor, the official action in the public meeting and the bid submitted by the selected vendor along with the specification constitutes the contract.
3. The American Institute of Architects (AIA) has developed a series of forms that are used by many professionals. These forms do not have all of the required statutory language in them. However, if the forms are modified and the language included as an addendum, the forms can be used.

PUBLIC WORKS REPAIRS  
\$5,000 AND ABOVE



**PRICING PREFERENCES AND GOAL**

- A. Indiana has a series of pricing preferences. There are actually 5 such categories in IC 5-22. Only three of these really enter into the computation of the lowest quote or bid for Lake County Government. With the adoption of this manual the County Commissioners have reasserted their policy of following the indicated preferences in these three categories.
- B. The County Commissioners apply these price preferences to ever thing purchased which includes supplies, services, and public works.
- C. The County Commissioners through the Purchasing Department and/or the Lake County Attorney will review quotes and bids received when there is a question as to whether the purchasing preference applies.
- D. This manual will not spell out the mechanics on how to apply these preferences . The purpose of including this section is to make all purchasing agents aware of the preferences so that when the decision to contract is made by the purchasing agent these price preferences are to be considered.
- E. The use of a pricing preference does not save the County Government any money. The use of a pricing preference does not alter the price of the qualifying Indiana business. For purposes of determining who gets the business the % in the pricing preferences are applied to see if the Indiana business prices as adjusted to a lower level by the preference is less than the price of the non-Indiana Business. If it is then the Indiana business is the lowest for the purpose of selecting a vendor, but the price submitted by the Indiana business is the contract price.
- F. These price preferences ae presented below in the order in which they most often occur.
  - 1. First , there is the price preference given to local business as defined in IC-22-15-20.9.**
    - a. The price preference does not save the County Government money but is the tool to determine if a local business qualifies.
    - b. A local business is one in Lake County, Porter County, or Newton County and Jasper county which meets certain criteria. To qualify, the business must met certain employment and business related criteria. The criteria adopted by the County Commissioners are that there is the principal place of business in the county; a majority of its payroll is paid to county residents; or a majority of its employees ae county residents.
    - c. If the company qualifies , then there is a purchasing preference as to price in the following manner.

(1) Five percent (5%) for a purchase expected by the purchasing agency to be less than fifty thousand dollars (\$50,000).

(2) Three percent (3%) for a purchase expected by the purchasing agency to be at least fifty thousand dollars (\$50,000) but less than one hundred thousand dollars (\$100,000).

(3) One percent (1%) for a purchase expected by the purchasing agency to be at least one hundred thousand dollars (\$100,000).

**2. Second, , there is the Indiana Small Business Preference ion IC 5-22-15-23.**

- a. The price preference applies only to supplies. The price preference does not save the County Government money but is the tool to determine if a local business qualifies.
- b. If the company qualifies , then there is a purchasing preference that is significant. Lake County Government shall give a fifteen percent (15%) preference for supplies to an Indiana small business (as defined in [IC 5-22-14-1](#)) that submits an offer for purchase under this article.
- c. A small business is defined as a business that:
  - (1) is independently owned and operated.
  - (2) is not dominant in its field of operation; and
  - (3) satisfies the criteria: in the rules adopted under section 3 of this chapter; or) to be a **veteran** owned **small business** concern as specified in section 3.5 of this chapter.
- d. The rules adopted by a governmental body must include the following criteria:
  - (1) A wholesale business is not a small business if its annual sales for its most recently completed **fiscal year** exceed four million dollars (\$4,000,000).
  - (2) A construction business is not a small business if its average annual receipts for the preceding three (3) fiscal years exceed four million dollars (\$4,000,000).
  - (3) A retail business or business selling services is not a small business if its annual sales and receipts exceed five hundred thousand dollars (\$500,000).
  - (4) A manufacturing business is not a small business if it employs more than one hundred (100) persons.
  - (5) A business in any of the following sectors is not a small business if it employs more than one hundred (100) persons or if its annual sales exceed five million dollars (\$5,000,000):
    - (A) Information technology.
    - (B) Life sciences.

- (C) Transportation.
- (D) Logistics.

**3. Third, there is the Indiana Business Preference in IC 5-22-15-20.**

- a. This preference is applicable only when a non-Indiana Company and an Indiana Company both supply a quote or bid in response to a solicitation.
  - b. If the non-Indiana Company is the low quoter or bidder, then the process is to review the statutes of the state of the non-Indiana company to determine if in the same type of solicitation they give a preference to the non-Indiana bidder when following the laws of that state for making government al purchasing decisions in that state.
  - c. This assessment requires the involvement of the Lake County Attorney’s Office to check these statutes.
  - d. The price preference does not save the County Government money but is the tool to determine if a local business qualifies.
  - e. If the non-Indiana state gives its companies a preference in this same type of solicitation in their state, then the Indiana Business Preference state gives the Indiana business he same type of preference in the purchase by an Indiana Governmental Unit.
  - f. The Idea is that if in purchasing in the non-Indiana State the business in that non-Indiana State are given preferences over Indiana Business, then it is only fair that the reverse be the case when purchasing in Indiana.
- G. There are several other price preference possibilities that must be considered in certain situations that are not typical to Lake County Indiana. These are adopted by the County Commissioners, but their statutory application must be consulted when the situation arises for their use. These are as follows:

- IC 5-22-15-16      Price preference for supplies that contain recycled or post-consumer materials
- IC 5-22-15-18      Price preference for soybean oil based ink
- IC 5-22-15-19      Price preference for soy diesel/bio diesel
- IC 5-22-15-21      Promotion of purchase of supplies manufactured in the United States;

- IC 5-22-15-22      Absolute preference to coal mined in Indiana
- IC-22-15-23      Price preference for supplies to Indiana small business
- IC 5-22-15-23.5      Price preference for Indiana agricultural products
- IC 5-22-15-24      Purchasing agents for government entities to give high calcium foods preference
- IC 5-22-15-24.2      Forced labor; supplies prohibition
- IC 5-22-15-25      Steel products



**4. Fourth, the Lake County Council has by ordinance established a price preference for Minority Business Enterprises (MBE) and Women Business Enterprises (WBE),**

- a. There is a price preference in accordance with Lake county Council Ordinance 1405E-1 as follows:
  - (1) A five (5) % price preference for any proposal; or bid less than one hundred thousand dollars (\$100,000.00)
  - (2) A three (3) % price preference for any proposal; or bid one hundred thousand dollars (\$100,000.00) and over.
  - (3) A company that is both an MBE and WBE qualifies for both preferences.
- b. If the MBE or WBE is not the low proposal or bid, then the preference shall be applied to the dollar total submitted to determine if after the application, the MBE or WBE has submitted a proposal quote or bid price lower than those submitted by other responding vendors. If the computed price with the discount results in the MBVE or WBE having a lower computed price, then the contract shall be awarded to the MBE or WBE.
- c. The contract price will be the price submitted by the WBE or MBE and not the price after adjustment for the MBE or WBE preferences.
- d. The price preference do not lower the cost to the county but allow a preference in awarding the contract.

**H. GOALS IN PUBLIC WORKS PROJECTS**

1, The Lake County Commissioners have adopted goals that are applicable to public works projects.

2. Obviously, the ability for a vendor to address these employment goals is affected by a myriad number of factors.

3. The most obvious factor is the size of the public work project and the size of the vendor.

4. The Board's Women's Business Enterprise and Minority Business Enterprise Goals are as follows:

- a. **Employment** – The Contractor shall have a goal of 34% for minority work force participation (as a percentage of the total number of employees or the total number of hours worked on the project, whichever is greater) and 6.9% for work force participation by women (as a percentage of the total number of employees or the total number of hours worked on the project, whichever is greater), if available.
- b. **Subcontractors and Suppliers** – A goal of thirteen percent (13%) for MBE participation and two percent (2%) for WBE participation (as percentage of the total contract amount) is hereby set for the project.

**STANDARD COUNTY PURCHASING FORMS**

<b><u>FORM NUMBER</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PAGE(S)</u></b>
1	General Instructions to Offeror.....	77
2	Affidavit of General Instructions and Specifications.....	84
3	Affidavit of Equal Employment and Affirmative Action.....	85
4	Affidavit of Price preferences.....	86
5	Offer Total Sheet.....	89
6	Offeror Information Questionnaire.....	90
7	Offer Packet Contents.....	91
8-13	Form numbers reserved for future use	
14	Short Form Specification Any Use.....	92
15	Standard Specification for Supplies and other Tangible Items.....	93
16	Standard Specification for Public Works.....	97
17	Attachment A Supplies, Goods, Machinery and Equipment.....	103
18	Attachment A Vehicle Specification.....	104
19	Form number reserved for future use	
20	Vendor Qualification Affidavit.....	105
21	Specification for Food, Bread, and Dairy.....	107
22-24	Form Numbers Reserved for future use	
25	Petition for the Lease of Real Property.....	111
26	Request for a Hand Cut Check.....	117
29	Standard Contract for Supplies and Other Tangible Items.....	118

<u>FORM NUMBER</u>	<u>DESCRIPTION</u>	<u>PAGE(S)</u>
30	Purchasing request and Contract for Supplies less than \$250.00.....	121
31	Purchasing Request and Contract for Supplies More than \$250.00 but less than \$2,500....	122
32	Purchasing Request and Contract for Special Purchasing Techniques .....	123
33	Request to Form a House Contract .....	125
34	House Account Contract Executed by The Parties .....	127
35	Contract for Three Quotes for Supplies Obtained by the Using Agency \$2,500 but Less than \$50,000 .....	130
36	Standard Specification for Services .....	135
37	Standard Contract for Services .....	141
38	Self Insurance Consulting Contract .....	147
39	County Commissioners' Consulting Contract.....	153
40-53	Form numbers Reserved for Future Service Use	
55	Standard Contract for Annual Plumbing, Electrical, and HVAC .....	159
56	Job Ticket For Plumbing, HVAC and Electrical Vendors under annual contract for emergency and non emergency work.....	165
57	Contract Other Crafts Non-Emergency Less Than \$5,000....	166
58	Contract for Other Crafts for Emergency Work .....	168
59	Non-Emergency Repairs \$5,000 but less than \$50,000.....	169
60	Non-Emergency Repairs \$50,000 and above.....	184

<u>FORM NUMBER</u>	<u>DESCRIPTION</u>	<u>PAGE(S)</u>
61	Annual Maintenance Contract .....	201
62	Check List for Public Works Construction Contracts.....	206
63-75	Form Numbers Reserved for Future Publics Works Use	
State Form 91	For Printing and Forms... ..	217
State Form 95	For Supplies, Goods, Machinery, and Equipment.....	218
State Form 96	For Public Works... ..	219
AIA	American Institute of Architects Form... ..	220

**WHICH FORMS TO USE WITH WHAT PURCHASE**

**A. FORMS OF GENERAL APPLICABILITY**

<u>DESCRIPTION</u>	<u>PAGE(S)</u>
• Vendor Qualification Affidavit: <b>County Form 20</b> .....	105
• Request for a Hand Cut Check: <b>County Form 26</b> .....	117
• Petition for the Lease of Real Property: <b>County Form 25</b> .....	111
• Short Form Specification for Any Use: <b>County Form 14</b> .....	92

**B. FORMS TO USE WHEN PURCHASING MANAGER CONTRACTS FOR SUPPLIES**

<u>DESCRIPTION</u>	<u>PAGE(S)</u>
• Supplies less than \$250: Request to Purchasing Manager and Contract: <b>County Form 30</b> .....	121
• Supplies \$250 but less than \$2500: Request To Purchasing Manager and Contract: <b>County Form 31</b> .....	122
• Special Purchasing Techniques: Request to Purchasing Manager and Contract: <b>County Form 32</b> .....	123
• Application to Purchasing Manager to Form House Contract: <b>County Form 33</b> .....	125
• House Account Contract With A Specific Vendor: <b>County Form 34</b> .....	127
• Short Form Specification for Any Use: <b>County Form 14</b> .....	92

**C. FORMS TO USE WHEN THE COUNTY COMMISSIONERS CONTRACT TO  
PURCHASE SUPPLIES**

<u>DESCRIPTION</u>	<u>PAGE(S)</u>
• Short Form Specification for Any Use: <b>County Form 14</b> .....	92
• Supplies From \$2,500 but less than \$50,000 - Request . to Commissioners to Approve One of Three Quotes Obtained by the Using Agency : <b>County Form 35</b> .....	130
• Supplies \$50,000 or more	
General Instructions to Offerors: <b>County Form 1</b> .....	72
Affidavit of General Instructions and Specifications: <b>County Form 2</b> .....	84
Affidavit of Equal Employment: <b>County Form 3</b> .....	85
Affidavit of Price preferences: <b>County Form 4</b> .....	86
Offer Total Sheet: <b>County Form 5</b> .....	89
Offeror Information Questionnaire: <b>County Form 6</b> .....	90
Offer Packet Contents: <b>County Form 7</b> .....	91

**PURCHASE SUPPLIES**

**DESCRIPTION** **PAGE(S)**

- Standard Specification for Supplies: **County Form 15** .....93
- Standard Contract Form: **County Form 29** ..... 118
- **State Form 91 Printing**.....
- **State Form 95 Supplies**.....

**C. FORMS TO USE WHEN THERE IS AN EMERGENCY AND THE BOARD PRESIDENT AUTHORIZES/CONTRACTS FOR THE PUBLIC WORKS SERVICE**

**DESCRIPTION** **PAGE(S)**

- Annual Contract for Plumbing, HVAC, & Electrical: **County Form 55**..... 159
- Job Ticket Where Emergency Service is provided by Craft under annual Contract: **County Form 56**..... 165...
- Emergency Contract for Crafts Not Under Annual Contract: **County Form 57**..... 166

**D. FORMS TO USE FOR ALL ANNUAL MAINTENANCE CONTRACTS**

**DESCRIPTION** **PAGE(S)**

- Annual Maintenance Contract: **County Form 61** ..... 201
- **State Form 96**.....

**E. FORMS TO USE WHEN THERE IS NO EMERGENCY AND THE ESTIMATED COST OF PUBLIC WORKS REPAIRS IS LESS THAN \$5,000**

**DESCRIPTION** **PAGE(S)**

- Annual Contract for Plumbing, HVAC, & Electrical: **County Form 55**..... 159
- Job Ticket Where Service is provided by Craft under annual Contract: **County Form 56** .....165.
- Contract For Other Crafts in Non-Emergency Situations less than \$5,000 **County Form 57** ..... 166...

**F. FORMS TO USE WHEN THERE IS NO EMERGENCY AND THE ESTIMATED COST OF PUBLIC WORKS REPAIRS IS \$5,000 BUT LESS THAN \$50,000**

<b><u>DESCRIPTION</u></b>	<b><u>PAGE(S)</u></b>
• Contract for Repairs \$5,000 but Less Than \$50,000: <b>County Contract 59</b> .....	169
• Short Form Specification for Any Use: <b>County Form 14</b> .....	92
• Standard Specification for Public Works: <b>County Form 16</b> .....	97

**G. FORMS TO USE WHEN THERE IS NO EMERGENCY AND THE ESTIMATED COST OF PUBLIC WORKS REPAIRS IS \$50,000 OR MORE**

<b><u>DESCRIPTION</u></b>	<b><u>PAGE(S)</u></b>
• General Instructions to Offerors: <b>County Form 1</b> .....	72
• Affidavit of General Instructions and Specifications: <b>County Form 2</b> .....	84
• Affidavit of Equal Employment Opportunity <b>County Form 3</b> .....	85
• Affidavit of Price Preferences: <b>County Form 4</b> .....	86
• Offer Total Sheet: <b>County form 5</b> .....	89
• Offeror Information Questionnaire: <b>County Form 6</b> .....	90
• Offer Packet Contents: <b>County Form 7</b> .....	91
• Standard Specification for Public works: <b>County Form 16</b> .....	98.
• \$50,000 and Over Contract For Non-Emergency Repairs. <b>County Form 60</b> .....	184
• <b>State Form 96</b> .....	
• <b>American Institute of Architects Form</b> .....	

**H. FORMS TO USE WITH SERVICES**

<b><u>DESCRIPTION</u></b>	<b><u>PAGE(S)</u></b>
• Standard Specification for Services <b>County Form 36</b> .....	135
• Standard Contract for Services <b>County Form 37</b> .....	141
• Self Insurance Consulting Contract <b>County Form 38</b> .....	147
• County Commissioners' Consulting Contract <b>County form 39</b> .....	153
• Short Form Specification for Any Use: <b>County Form 14</b> .....	92

## CONTROL OF THE ENTRY OF A PURCHASE ORDER

### A. FORMATION OF A CONTRACT

1. Lake County has six purchasing agents who can form a contract.
2. Each purchasing agent has an assigned purchasing authority .
3. The purchasing agent for that assigned are is the only purchasing agent who can contract for the specified supply, service , or public works. There are no duplicates.
4. There must be a contract before a purchase order will be issued.

### B. ACTION TO FORM A CONTRACT

1. A contract is formed when affirmative action is taken by the purchasing agent.
2. The six Lake County Purchasing Agents contract in the following manner:
  - a. **By official action of the Lake County Board of Commissioners as a Board in a public meeting**(See TAB D-1 at page 28; TAB F-1 at page 35 ; TAB G-1 at page 48; Tab -H-1 at page 51; Tab I-1 at page 54; TAB J-1 at page 57; and TAB K-1 at page 60)
  - b. **By the Lake County Purchasing Manager as an individual outside of a public meeting** by signing the contract (See TAB C-1 at page 20 and Tab F-1 at page 35)
  - c. **By official action of the Lake County Data Board in a public meeting or by the Data Board Director as an individual signing the contract outside of a public meeting**(See TAB E-1 at page 33)
  - d. **By the Commissioners' Administrative Assistant as an individual outside of a public meeting** (See TAB J-1 at page 57)
  - e. **The Current President of the Lake County Board of Commissioners as an individual signing the contract outside of a public meeting** (See TAB H-1 at page 51)
  - f. **By the County Employee as an individual for selected personal property repairs signing the work form of the repair facility outside of a public meeting** (See TAB F-1 in section K, at page 38)



**C. AGENDA PREPARATION**

1. The Lake County Commissioners utilize an agenda management software to formulate the agenda for each of their public meetings.
2. The software is GRANICUS.
3. The President of the Board of Commissioners is the person in charge of the agenda formation and the work is supervised by the assistant to the current president .
4. Department and offices will receive training on the method to propose an item for action on the agenda of the County Commissioners in a public meeting.
5. Only the Purchasing Manager has the authority to approve an item for the County Commissioner agenda in the area of purchasing and or the expenditure of public funds.

**D. ENTRY OF A PURCHASE ORDER**

1. After a contract is formed, the fact must be entered into the purchasing system.
2. The Lake County Purchasing manager has 100% control over the entry of a purchase order.
3. This is to insure that the contract is formed by the designated purchasing agent with authority in that area and to insure that the correct purchasing code is enter.
4. The step is to enter the contract and all supporting documents as a requisition.

**LAKE COUNTY FORM 1  
JULY 1, 2020**

**GENERAL INSTRUCTIONS TO OFFERORS**

**I. PICK UP THE COMPLETE OFFER PACKET**

A. A COMPLETE OFFER PACKET CONSISTS OF THE FOLLOWING:

1. **SPECIFICATION:** (1) COUNTY FORM 15 FOR SUPPLIES, GOODS, MACHINERY, AND EQUIPMENT (2) COUNTY FORM 16 FOR PUBLIC WORKS PROJECTS, (3) COUNTY FORM 21 FOR FOOD, BREAD , AND DAIRY
2. **ATTACHMENT A:** (1) USE COUNTY FORM 17 FOR SUPPLIES, GOODS, MACHINERY, AND EQUIPMENT), (2) USE COUNTY FORM 18 FOR VEHICLES,
3. **STATE FORM 95** FOR MATERIALS, EQUIPMENT, GOODS OR SUPPLIES, OR **STATE FORM 96** FOR PROJECTS THAT INVOLVE CONSTRUCTION, LABOR, OR PUBLIC WORKS PROJECTS, OR **STATE FORM 91** FOR BLANK BOOKS, BLANKS, STATIONERY OR PRINTING.
4. COUNTY FORM 1 - GENERAL INSTRUCTIONS TO OFFEROR
5. COUNTY FORM 2 - AFFIDAVIT OF GENERAL INSTRUCTIONS AND SPECIFICATIONS TO OFFERORS
6. COUNTY FORM 3 - AFFIDAVIT OF EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION
7. COUNTY FORM 4- PRICE PREFERENCE SELECTION BY OFFEROR
8. COUNTY FORM 5 - OFFER TOTAL SHEET
9. COUNTY FORM 6 - OFFEROR INFORMATION QUESTIONNAIRE
10. COUNTY FORM 7 - OFFER PACKET CONTENTS\_
11. OTHER - PLEASE SPECIFY \_\_\_\_\_

B. EACH OFFER PACKET WAS ASSEMBLED AND INSPECTED BY THE OFFICE OF THE LAKE COUNTY AUDITOR. COUNTY FORM 7 IDENTIFIES THE ITEMS THAT WERE INCLUDED IN THE OFFER PACKET YOU RECEIVED. IF THERE IS A DIFFERENCE BETWEEN THE ITEMS IDENTIFIED ON COUNTY FORM 7 AND THOSE THAT WERE INCLUDED IN YOUR PACKET, IT IS YOUR RESPONSIBILITY TO IMMEDIATELY NOTIFY AND OBTAIN THE MISSING ITEM FROM THE LAKE COUNTY AUDITOR.

**II. USE THE PROPER FORM**

A. **STATE FORM 95** IS TO BE USED FOR MATERIALS, EQUIPMENT, GOODS OR SUPPLIES.

B. **STATE FORM 96** IS TO BE USED ON ALL PROJECTS THAT INVOLVE CONSTRUCTION, LABOR, AND ARE PUBLIC WORKS PROJECTS.

**LAKE COUNTY FORM 1  
JULY 1, 2020**

- C. **STATE FORM 91** IS TO BE USED FOR BLANK BOOKS, BLANKS, STATIONERY AND PRINTING.

**III. SUBMIT THE OFFER ON TIME**

- A. ALL OFFERS MUST BE SUBMITTED BEFORE 9:30 A.M. ON THE DAY OF OPENING, UNLESS OTHERWISE STATED.
- B. PLEASE REFER TO THE LEGAL ADVERTISING FOR SPECIFIC DATE, TIME, AND PLACE OF SUBMISSION.

**IV. SUBMIT THE OFFER TO THE PROPER OFFICIAL**

ALL OFFERS SHALL BE MADE OUT TO THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE C/O LAKE COUNTY AUDITOR AND MAILED OR DELIVERED TO THE LAKE COUNTY AUDITOR'S OFFICE, LAKE COUNTY GOVERNMENT CENTER, SECOND FLOOR, ADMINISTRATION BUILDING, 2293 NORTH MAIN STREET, CROWN POINT, INDIANA 46307.

**V. INCLUDE ALL OF THE REQUIRED ITEMS IN THE OFFER PACKET**

ITEM 1 - **STATE FORM 91** (BLANK BOOKS, BLANKS, STATIONERY AND PRINTING.), **STATE FORM 95** ( FOR SUPPLIES WHICH INCLUDES MATERIALS, EQUIPMENT,GOODS, AND MACHINERY) ,OR **STATE FORM 96** (CONSTRUCTION, LABOR, MATERIALS AND ARE PUBLIC WORKS PROJECTS.)

ITEM 2 - **OFFER SECURITY** FOR OFFERS OVER (\$100,000.00) IS ONE HUNDRED THOUSAND DOLLARS.

ITEM 3 - AFFIDAVIT OF GENERAL INSTRUCTIONS AND SPECIFICATIONS TO OFFERORS (**COUNTY FORM 2**)

ITEM 4 - AFFIDAVIT OF EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION (**COUNTY FORM 3**)

ITEM 5 - AFFIDAVIT OF PRICE PREFERENCE SELECTION BY OFFEROR (**COUNTY FORM 4**)

ITEM 6 - OFFER TOTAL SHEET (**COUNTY FORM 5**)

ITEM 7 - OFFERER INFORMATION QUESTIONNAIRE (**COUNTY FORM 6**)

**LAKE COUNTY FORM 1  
JULY 1, 2020**

ITEM 8 - A CORPORATION MUST PROVIDE A STATE OF INDIANA OFFICE OF THE SECRETARY OF STATE CERTIFICATE OF EXISTENCE

ITEM 9 - ANY OTHER ITEM REQUIRED BY SPECIFICATIONS (YOU MUST CONSULT THE SPECIFICATIONS FOR ANY ADDITIONAL ITEMS!!!)

**VI. SUBMIT A PROPERLY IDENTIFIED OFFER**

- A. EACH OFFER MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE.
- B. EACH ENVELOPE MUST BE CLEARLY MARKED IN THE LEFT HAND BOTTOM CORNER WITH THE FOLLOWING INFORMATION:
  - a. IDENTIFY THE OFFICE OR DEPARTMENT FOR WHICH THE OFFER IS BEING SUBMITTED.
  - b. IDENTIFY SPECIFICALLY FOR WHAT THE OFFER IS BEING SUBMITTED (THE OFFER OR CLASS TYPE FOR WHICH THE OFFER IS BEING SUBMITTED)
- C. THE OFFEROR'S NAME AND ADDRESS MUST BE CLEARLY WRITTEN ON THE TOP LEFT SIDE OF THE OFFER ENVELOPE.
- D. IF MORE THEN ONE OFFER IS SUBMITTED, EACH OFFER MUST BE IN A SEPARATE ENVELOPE.

**VII. SUBMIT OFFERS BY CLASS**

- A. FOR EACH OFFER THERE IS AT LEAST ONE CLASS AND, IN SOME OFFERS, THERE ARE MORE THAN ONE CLASS LISTED IN THE SPECIFICATIONS.
- B. THE CONTRACT WILL BE AWARDED TO THE LOWEST RESPONSIBLE AND RESPONSIVE OFFEROR FOR EACH CLASS. THE FOLLOWING ARE APPLICABLE DEFINITIONS:
  - 1. RESPONSIBLE OFFEROR MEANS ONE WHO IS CAPABLE OF PERFORMING THE CONTRACT REQUIREMENTS FULLY AND WHO HAS THE INTEGRITY AND RELIABILITY THAT WILL ASSURE GOOD FAITH PERFORMANCE.
  - 2. RESPONSIVE OFFEROR MEANS ONE WHO HAS SUBMITTED AN OFFER CONFORMING IN ALL MATERIAL RESPECTS TO THE SPECIFICATIONS.

**LAKE COUNTY FORM 1  
JULY 1, 2020**

**VIII. MOST FREQUENT REASONS WHY THE OFFICE OF THE COUNTY ATTORNEY RULES THAT OFFERS MUST BE REJECTED**

**A. FAILURE TO SUBMIT THE OFFER ON THE PROPER FORM**

1. THE STATE BOARD OF ACCOUNTS SPECIFIES WHICH OFFER FORM MUST BE USED.
2. THE PROPER OFFER FORM IS IDENTIFIED IN PARAGRAPH I ON PAGE 1 OF THESE INSTRUCTIONS.

**B. FAILURE TO SIGN THE STATE FORM THE TWO (2) REQUIRED PLACES:**

1. SIGNATURE IS REQUIRED ON THE NON-COLLUSION AFFIDAVIT.
2. SIGNATURE IS REQUIRED ON THE CONTRACT/PROPOSAL SECTION.

**C. FAILURE TO HAVE THE OFFER NOTARIZED:**

THE NON-COLLUSION AFFIDAVIT MUST BE NOTARIZED.

**D. FAILURE TO SUBMIT THE PROPER OFFER SECURITY.**

- 1, AN OFFER MUST INCLUDE A BOND OR CERTIFIED CHECK IN THE AMOUNT OF FIVE (5%) MUST ACCOMPANY EACH OFFER FOR OFFERS OVER (\$100,000.00) ONE HUNDRED THOUSAND DOLLARS. IF YOU SUBMIT MORE THEN ONE OFFER, THE PROPER OFFER SECURITY MUST BE INCLUDED WITH EACH OFFER. THE AMOUNT OF OFFER SECURITY IS LISTED IN THE SPECIFICATIONS. PLEASE CONSULT THE LAKE COUNTY AUDITORS OFFICE TO VERIFY THE EXACT AMOUNT OF THE OFFER SECURITY FOR THE SPECIFIC OFFER.
2. THE OFFEROR'S SECURITY BOND OR CERTIFIED CHECK SHALL BE FOR THE BENEFIT OF OR BE MADE PAYABLE TO "THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE, STATE OF INDIANA."
3. ON ALL BONDS, OFFERORS SHOULD BE SURE THAT ALL PLACES ARE PROPERLY SIGNED. IF THE BONDING COMPANY PROVIDES A PLACE FOR A WITNESS SIGNATURE, EVEN IF THE BOND IS NOTARIZED, PLEASE BE SURE THAT THERE IS A WITNESS SIGNATURE. IF THE BOND IS SIGNED BY A CORPORATION OFFICER, THEN ALSO BE SURE THAT THIS IS PROPERLY NOTARIZED AND WITNESSED.

**LAKE COUNTY FORM 1  
JULY 1, 2020**

- E. FAILURE TO SUBMIT, COMPLETE, AND PROPERLY EXECUTE THE AFFIDAVIT OF GENERAL INSTRUCTIONS AND SPECIFICATIONS TO OFFERORS (COUNTY FORM 2).**
1. COUNTY FORM 2 MUST BE SIGNED.
  2. COUNTY FORM 2 MUST BE NOTARIZED.
- F. FAILURE TO SUBMIT, COMPLETE, AND PROPERLY EXECUTE THE AFFIDAVIT OF EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION (COUNTY FORM 3).**
1. COUNTY FORM 3 MUST BE SIGNED.
  2. COUNTY FORM 3 MUST BE NOTARIZED.
- G. FAILURE TO SUBMIT, COMPLETE, AND PROPERLY EXECUTE THE PRICE PREFERENCE SELECTION (COUNTY FORM 4).**
1. COUNTY FORM 4 MUST BE SIGNED.
  2. COUNTY FORM 4 MUST BE NOTARIZED.
- H. FAILURE TO SUBMIT, COMPLETE, AND PROPERLY EXECUTE THE OFFER TOTAL SHEET (COUNTY FORM 5).**
1. COUNTY FORM 5 MUST BE SIGNED.
  2. THE TOTAL FOR ALL CLASSES MUST BE ENTERED.
  3. THE TOTAL MUST BE EITHER TYPED OR WRITTEN IN INK OR BALL POINT. NO PENCIL ENTRIES ARE PERMITTED AND THERE CAN BE NO ERASURES OR CORRECTIONS MADE IN THE "TOTAL ALL CLASSES" SECTION.
  4. COUNTY FORM 5 MUST BE NOTARIZED.
  5. ANY PRICE PREFERENCE AUTHORIZED UNDER INDIANA LAW MUST BE CLAIMED BY CHECKING THE APPROPRIATE BOX AT THE BOTTOM OF COUNTY FORM 4.
- I. FAILURE TO SUBMIT, COMPLETE AND PROPERLY EXECUTE THE OFFEROR INFORMATION QUESTIONNAIRE (COUNTY FORM 6).**

**LAKE COUNTY FORM 1  
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1. **COUNTY FORM 6** MUST BE FULLY COMPLETED.
2. **COUNTY FORM 6** MUST BE TYPEWRITTEN OR PRINTED ONLY.

**J. FAILURE TO BE IN GOOD STANDING**

1. ANY INDIVIDUAL, PARTNERSHIP, OR CORPORATION FROM OUT OF THE STATE OFFERING ON AN ITEM OR PROJECT SHALL FURNISH PROOF UPON REQUEST SATISFACTORY TO THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE THAT THEY OR IT ARE IN GOOD STANDING AND ARE AUTHORIZED TO DO BUSINESS IN THE STATE OF INDIANA.
2. CORPORATIONS MUST BE IN GOOD STANDING WITH THE SECRETARY OF STATE OF INDIANA AND MUST BE AUTHORIZED TO DO BUSINESS IN THE STATE OF INDIANA.
3. ANY BUSINESS UNIT USING AN ASSUMED NAME MUST HAVE FILED AN ASSUMED NAME CERTIFICATE IN ACCORDANCE WITH I.C. 23-15-1-1.

**K. FAILURE TO BE CURRENT WITH THE PAYMENT OF REAL AND/OR PERSONAL PROPERTY TAXES:**

1. THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE SHALL REFER ALL OFFERS TO THE LAKE COUNTY TREASURER PRIOR TO THEIR BEING AWARDED.
2. THE LAKE COUNTY TREASURER SHALL REVIEW ALL CURRENT TAX DELINQUENCIES TO ASCERTAIN WHETHER OR NOT A POTENTIAL VENDOR WHO WOULD BE AWARDED A CONTRACT OWES MONEY TO THE COUNTY.
3. IF THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE IS NOTIFIED BY THE LAKE COUNTY TREASURER THAT A POTENTIAL VENDOR IS ON THE MOST RECENT TAX WARRANT LIST OR IS DELINQUENT IN ANY FASHION IN PAYMENT OF PERSONAL, REAL ESTATE, OR OWES OTHER TAXES TO THE COUNTY, THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE SHALL NOT AWARD THE CONTRACT TO THE OFFEROR UNTIL:
  - a. THE VENDOR PROVIDES TO THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE WITHIN TEN (10) DAYS OF RECEIVING NOTICE OF

**LAKE COUNTY FORM 1  
JULY 1, 2020**

THE DELINQUENCY FROM THE TREASURER, A STATEMENT FROM THE LAKE COUNTY TREASURER VERIFYING AND INDICATING THAT THE VENDOR=S NAME HAS BEEN REMOVED FROM THE DELINQUENT TAX LIABILITY LIST THROUGH THE PAYMENT OF THE TAXES.

- b. THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE SHALL FORWARD A COPY OF ALL CONTRACTS AWARDED BY THE COUNTY TO THE LAKE COUNTY AUDITOR. IF A VENDOR BECOMES DELINQUENT THE LAKE COUNTY AUDITOR SHALL WITHHOLD FROM THE DELINQUENT VENDOR CONTRACT PAYMENT, THE AMOUNT OF TAXES THAT BECOME DELINQUENT SUBSEQUENT TO THE AWARDED OF THE CONTRACT.
- c. THE AUDITOR SHALL PERIODICALLY DEDUCT FROM A VENDOR=S PAYMENT THE AMOUNT OF TAXES OWED THAT ARE DELINQUENT UNTIL SUCH TIME AS THE DELINQUENCIES ARE PAID.

**L. FAILURE TO COMPLY WITH ANY OTHER LAW APPLICABLE TO OFFERS:**

AN OFFER WILL BE REJECTED FOR ANY REASON NOT SPECIFIED ABOVE THAT REQUIRES OFFER REJECTION IN ACCORDANCE WITH LOCAL, STATE, AND/OR FEDERAL LAW, REGULATION, STATUTE, OR ORDINANCE.

**LAKE COUNTY'S FEDERAL EXCISE TAX EXEMPT NUMBER 356000168 003 4**

**LAKE COUNTY'S INDIANA RETAIL TAX EXEMPT NUMBER 003118665 003 0**

**END OF COUNTY FORM 1: NO MORE PAGES**



**AFFIDAVIT  
OF GENERAL INSTRUCTIONS AND SPECIFICATIONS TO OFFEROR**

THIS IS TO ACKNOWLEDGE, that \_\_\_\_\_ of

has read the General Instructions to Offerors (County Form 1 ) and Specifications for the Offeror prepared by the Board of Commissioners of the County of Lake and understands all of the items listed in the General Instructions and Specifications.

COMPANY NAME

\_\_\_\_\_  
COMPANY REPRESENTATIVE SIGNATURE

SUBSCRIBED AND SWORN to before me, a Notary Public in and for said County and State, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC NAME                      NOTARY PUBLIC SIGNATURE

COMMISSION EXPIRES: \_\_\_\_\_

RESIDENT OF \_\_\_\_\_ COUNTY

**AFFIDAVIT  
OF EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION**

THIS IS TO ACKNOWLEDGE, that \_\_\_\_\_ of

1. Has adopted a policy of Equal Employment and Affirmative Action in all aspects of employment.
2. Does NOT in its hiring, advancement, promotion, or any other condition of employment discriminate by reason of age, military service, race, religion, color, physical handicap, political affiliation, sex, national origin, or ancestry.
3. Certifies that its Affirmative Action and Equal Employment program is current and in compliance with all applicable Federal/State/Local laws and interpretative court decisions.
4. Acknowledges that if awarded the bid, breach of any Federal/State/Local Equal Employment and Affirmative Action provision of the United States of America, the State of Indiana, or the County of Lake may be regarded as a material breach of the contract.
5. Agrees to provide to the County of Lake a copy of its Equal Employment Opportunity and Affirmative Action program within ten (10) days of receipt of a written request.
6. Agrees to submit to the County of Lake, Affirmative Action Officer, upon request and prior to awarding of the bid written information regarding the minority ownership of the company.

COMPANY NAME

\_\_\_\_\_  
COMPANY REPRESENTATIVE SIGNATURE

SUBSCRIBED AND SWORN to before me, a Notary Public in and for said County and

State, this      day of      ,

\_\_\_\_\_  
NOTARY PUBLIC PRINTED NAME

\_\_\_\_\_  
SIGNATURE

COMMISSION EXPIRES:

RESIDENT OF

**AFFIDAVIT OF PRICE PREFERENCES**

**I. SECTION ONE: LIMITATIONS**

- A. A VENDOR WHO CLAIMS THE LOCAL BUSINESS PREFERENCE IN SECTION TWO IS LIMITED TO ONLY ONE MORE SELECTION FROM EITHER SECTION THREE, SECTION FOUR, OR SECTION FIVE. A VENDOR WHO CLAIMS A LOCAL BUSINESS PREFERENCE IN SECTION TWO BUT CLAIMS TWO OR MORE PREFERENCES IN SECTIONS THREE, FOUR AND FIVE WILL SIMPLY LOSE THE ADDITIONAL CLAIMED PREFERENCES.**
  
- B. A VENDOR WHO IS NOT A LOCAL BUSINESS CAN CLAIM A PREFERENCE IN EITHER SECTION THREE, IN SECTION FOUR, OR IN SECTION FIVE.**

**II. SECTION TWO: LOCAL BUSINESS PRICE PREFERENCE**

- A. This vendor qualifies for the local business preference under IC 5-22-15-20.9 because (please indicate with a check mark).
  - The principle place of business is in Lake, Porter, Newton, or Jasper County.
  
  - The majority of the businesses payroll is paid to residents of Lake, Porter, Newton, or Jasper County.
  
  - The majority of the businesses employees reside in Lake, Porter, Newton, or Jasper County.
  
- B. The Vendor claims the following local business price preference based on the vendor=s total offer (please indicate with a check mark)
  - Five 5% percent on the total offer with is less than \$50,000.00.**
  
  - Three 3% percent on the total offer which between \$50,000 but less than \$100,000.**
  
  - One 1% percent on the offer which is \$100,000 or more.**

III. **SECTION THREE: PREFERENCE FOR AN INDIANA SMALL BUSINESS**

A. This vendor is an Indiana small business as defined in IC 5-22-14-1 because the vendor (please indicate with a check mark).

Is independently owned and operated, and

Is not dominant in its field of operation.

B. This vendor meets both of the criteria in III. A. above and also meets the following criteria (vendor may select only one of the following by placing a check mark).

Is a wholesale business with annual sales in the most recent fiscal year less than \$4,000,000.

Is a construction business with average annual receipts for the preceding three fiscal years less than \$4,000,000.

Is a retail business or a business selling services with annual sales and receipts less than \$500,000.

Is a manufacturing business with less than 100 employees.

C.  **This vendor claims the 15.0% small business**

**preference.**

IV. **SECTION FOUR: PRODUCT COMPOSITION PRICE PREFERENCES**

A. Product composition price preference (vendor may select only one of the following by placing a check mark).

**Ten 10% percent under IC 5-22-15-16 for recycled materials.**

**Ten 10% percent under IC 5-22-15-18 for soybean oil based ink.**

**Twenty 20% percent under IC 5-22-15-19 for soy fuel.**

**Ten 10% percent under IC 5-22-15-23.5 for Indiana farm produce.**

**Ten 10% percent under IC 5-22-15-20.7 for indoor air quality inspections and evaluations.**

V. SECTION FIVE: MINORITY BUSINESS ENTERPRISE (MBE) or WOMEN'S BUSINESS ENTERPRISE (WBE)

- A. The vendor meets the criteria for an MBE OR WBE.
- B. There are price preferences in accordance with Lake County Council Ordinance 1405E-1 as follows:
  - 1. A five (5) % price preference for any proposal; or offer less than one hundred thousand dollars (\$100,000.00)
  - 2. A three (3) % price preference for any proposal; or offer one hundred thousand dollars (\$100,000.00) and over.
  - 3. A company that is both an MBE and WBE qualifies for both preferences.
- C. \_\_\_\_\_ Claims an MBE preference
- D. \_\_\_\_\_ Claims a WBE preference

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
COMPANY REPRESENTATIVE SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

RESIDENT OF \_\_\_\_\_ COUNTY



**OFFEROR INFORMATION QUESTIONNAIRE**

**TO BE COMPLETED BY THE OFFEROR AND RETURNED WITH THE OFFER PACKET: TO BE TYPEWRITTEN OR PRINTED ONLY.**

**I. PLACE A CHECK MARK BELOW BY THE BUSINESS TYPE THAT APPLIES TO YOUR COMPANY**

- A. SOLE PROPRIETORSHIP \_\_\_\_\_ D. LIMITED LIABILITY CORPORATION \_\_\_\_\_
- B. PARTNERHSIP \_\_\_\_\_ E. LIMITED LIABILITY PARTNERSHIP \_\_\_\_\_
- C. CORPORATION \_\_\_\_\_ F. OTHER (PLEASE EXPLAIN) \_\_\_\_\_

**II. IF YOUR COMPANY IS A CORPORATION OR OTHER BUSINESS UNIT THAT MUST REGISTER WITH THE INDIANA SECRETARY OF STATE'S OFFICE, CORPORTIONS DIVISION, TO DO BUSINESS IN INDIANA PLEASE INDICATE THE COMPANY NAME AND ADDRESS AS IT APPEARS**

COMPANY NAME	STREET ADDRESS	CITY, STATE, AND ZIP CODE
--------------	----------------	---------------------------

**III. INDICATE THE COMPANY ADDRESS**

**WHERE ORDERS ARE TO BE DIRECTED**

\_\_\_\_\_

COMPANY NAME

\_\_\_\_\_

STREET ADDRESS OR PO BOX

\_\_\_\_\_

CITY, STATE, ZIP CODE

**III. INDICATE THE COMPANY**

**WHERE YOU WOULD LIKE PAYMENT REMITTED**

\_\_\_\_\_

COMPANY NAME

\_\_\_\_\_

STREET ADDRESS OR PO BOX

\_\_\_\_\_

CITY, STATE, ZIP CODE

**IV. INDICATE BELOW THE NAME OF THE REPRESENTATIVE OR REPRESENTAIVES FROM YOUR COMPANY THAT THE COUNTY OF LAKE SHOULD CONTACT DURING THE COURSE OF THIS BID TO PLACE ORDERS, SEEK INFORMATION, AND FOR OTHER ACTION.**

\_\_\_\_\_

COMPANY REPRESENTATIVE NAME

\_\_\_\_\_

TELEPHONE NUMBER

\_\_\_\_\_

E-MAIL AND FAX

\_\_\_\_\_

COMPANY REPRESENTATIVE NAME

\_\_\_\_\_

TELEPHONE NUMBER

\_\_\_\_\_

E MAIL AND FAX

**OFFER PACKET CONTENTS**

COMPANY NAME: \_\_\_\_\_  
 COMPANY ADDRESS: \_\_\_\_\_  
 COMPANY CITY/STATE/ZIP: \_\_\_\_\_  
 COMPANY TELEPHONE NUMBER: \_\_\_\_\_

COUNTY FORM 16 IS TO BE RETAINED BY THE LAKE COUNTY AUDITOR.

THE COMPANY REPRESENTATIVE MUST SIGN COUNTY FORM 16 ATTESTING THAT EACH OF THE REQUIRED FORMS ARE IN THE COMPANY REPRESENTATIVE'S POSSESSION. IF THE INDICATED ITEMS ARE NOT IN THIS PACKET, IT IS THE COMPANY REPRESENTATIVE'S RESPONSIBILITY TO IMMEDIATELY NOTIFY THE LAKE COUNTY AUDITOR AND OBTAIN THE MISSING ITEM.

ITEM	NUMBER OF COPIES	COMPANY REPRESENTATIVE SIGNATURE
1. SPECIFICATION		
2. ATTACHMENT A		
3. COUNTY FORM 1 - GENERAL INSTRUCTIONS TO OFFEROR		
4. COUNTY FORM 2 - AFFIDAVIT OF GENERAL INSTRUCTIONS AND SPECIFICATIONS TO OFFERORS		
5. COUNTY FORM 3 - AFFIDAVIT OF EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION		
6. COUNTY FORM 4 - PRICE PREFERENCE SELECTION		
7. COUNTY FORM 5 - OFFEROR TOTAL SHEET		
8. COUNTY FORM 6 – OFFEROR INFORMATION QUESTIONNAIRE		
9. STATE FORM NUMBER _____ ]		
10. OTHER - PLEASE SPECIFY _____ _____		



SHORT FORM SPECIFICATION FOR USE WITH ANY REQUEST

FROM:

TO:

WHEN TO RETURN OFFER

TYPE OF REQUEST:	SUPPLY	SERVICE	PUBLIC WORK
HOW REQUESTED:	PHONE	E MAIL	FAX
WHAT IS NEEDED			

WHEN IS NEEDED

HOW TO PROVIDE

ON SITE

SEND OR DELIVER

PURCHASING CODE

REQUESTED BY

DATE REQUESTED

TELEPHONE NUMBER OF PERSON REQUESTING

E MAIL OF PERSON REQUESTING

HOW TO RETURN OFFER

BY PHONE

BY E MAIL

BY FAX

MAIL TO REQUESTER

SUBMIT TO AUDITOR

**SPECIFICATION FOR THE RETURN OF OFFERS**

**FOR**

**TANGIBLE PRODUCTS INCLUDING SUPPLIES, GOODS, MACHINERY AND  
EQUIPMENT**

**FOR \_\_\_\_\_ PERIOD**  
**MONEY HAS \_\_\_\_\_. HAS NOT \_\_\_\_\_ BEEN APPROPRIATED FOR THIS PROJECT**  
**OUT OF FUND # \_\_\_\_\_, DEPARTMENT # \_\_\_\_\_,**  
**ACCOUNT # \_\_\_\_\_.**

PURPOSE: THESE SPECIFICATIONS ARE PREPARED IN ACCORDANCE WITH I.C. 5-22  
FOR THE PURPOSE OF PROCURING THE INDICATED PRODUCTS  
\_\_\_\_\_  
INSTITUTION.

1. Potential offeror may contact the following for further information:  
\_\_\_\_\_  
A. NAME:  
B. E-MAIL:  
C. PHONE NUMBER: \_\_\_\_\_
2. The description of the products required by these specifications is outlined in the Attachment.
3. The General Instructions to Offerors and County Forms 1, 2, 3, 4, 5, 6 and 7 are made a part of these specifications as if fully set out herein.
4. All offerors shall examine the specifications thoroughly to familiarize themselves with the requirements and type of product requested.
5. Where a brand or proprietary name is stated in Attachment A, the term "or equal" shall be implied. No offeror is prevented from submitting a proposal on a different size container or number of units per case, providing the packaging specified is not available commercially. Any alternate packaging must be equivalent. Where a brand or proprietary name is stated in Attachment A and the offeror is submitting an offer for an "or equal" item the offeror shall list the brand name of the "or equal" item on Attachment A. Where there is no brand or proprietary name stated in Attachment A, the offeror shall list the brand name of the item of the product in Attachment A.
6. Specific prices must be offer for each item in the specifications, and an offeror must offer each item in a category. The use of the terms "market price" or "list price" will not be acceptable and will result in rejection of the offer. Each offeror shall extend and tabulate the offer for each category.
7. Where a Offeror is awarded more than one contract, and where there are items in the offer that

are of either equivalent size packaging, brand name, weight, or quantity per unit, if there is a difference between institutions in unit price the lowest unit price shall prevail for each of the institutions for whom the Offeror was awarded the offer.

8. The County of Lake shall have the right to request that a offeror submit for inspection a sample of any item contained in the specifications. Subsequent to letting the contract, unsuccessful offerors shall have fourteen (14) days to pick up these samples. If the samples are not picked up within this time limit, the samples shall become the property of the County of Lake. The samples submitted by the successful offeror shall be retained by the official, officer, or department for comparison with the supplies or materials provided during the term of the contract by the successful offeror. Deviations between the successful offeror's sample item and delivered items shall be grounds for terminating the contract. The successful offeror agrees that the decision of the County shall be final as to whether there is a deviation.
9. "During the term of the contract, the price offer by the successful offeror and accepted by the Board of Commissioners of the County of Lake shall not be adjusted upward. Lake County does have a price matching policy that an offeror will have to adhere to, or the products may be purchased through another vendor. Specifically, if at the time that the product is to be ordered, Lake County can purchase that specific product at a price lower than that submitted by the approved successful offeror, the successful offeror will be asked to match that price. If the successful offeror decides not to match the price then, the County will be free to purchase the product from the vendor with the lower spot price."
10. The offeror must utilize State Form 91 or 95 as required.
11. All products shall be furnished in such quantities and at such times as needed and ordered by the county officials, officers, or departments. Many of the quantities listed for specific items contain the phrase "more or less". The County of Lake shall have the right to purchase more or less than the number specified but shall not purchase quantities to exceed the quantity necessary to meet its needs during the year.
12. The following pertain to the submission of the offer:
  - A. An offeror shall submit a bond or certified check in the amount of five (5%) percent of the offer for each offer over one hundred thousand (\$100,000.00) dollars.
    - 1) The bond or certified check shall be for the benefit of or be made payable to "The Board of Commissioners of the County of Lake, State of Indiana."
    - 2) All certified checks of unsuccessful Offerors shall be returned upon selection of the successful offeror.
  - B. The County of Lake is committed to the principle of affirmative action. Each offeror must execute an affidavit on a form provided by the County of Lake acknowledging that the offeror has its own affirmative action program that is in compliance with any and all applicable federal/state/local laws and interpretive court decisions.
  - C. The County hereby affirms its policy that no vendor, contractor, grant recipient, or anyone receiving public funds or benefits of any kind shall discriminate on the basis of

race, religion, color, disability, sexual orientation, gender identity, national origin, ancestry, age, or United States military service status, and any breach of this Policy shall continue to be considered a material breach of the relationship with the County.

- D. The County is committed to providing equal employment opportunities for all applicants and employees. Employment decisions shall be made without regard to sexual orientation or gender identity.
- E. The offeror must execute the non-collusion affidavit on the forms specified for use by the State Board of Accounts.
- F. The offeror, if required to register with the Indiana Secretary of State, shall submit with their offer packet a photocopy of the "State of Indiana Office of the Secretary of State Certificate of Existence" indicating that they have filed their most recent annual report as required by Indiana law.
- G. The offeror shall include in their offer packet the original offer and one photocopy of the offer.

13. These provisions apply to the successful offeror:

- A. The successful offeror shall:
  - 1) Have workmen's compensation coverage as required by State Law.
  - 2) Have property damage insurance of One Million Dollars (\$1,000,000.00) , and in such form that the policy includes Lake County, its' Board of Commissioners, its' Elected Officials, its' officers, employees, and agents.
  - 3) Indemnify and hold harmless any and all entities to include but not limited to the County of Lake, The Board of Commissioners of the County of Lake, it's elected officials, it's officers, it's employees, and or its agents for any and all expenses or charges to include attorney fees which these entities or persons might have to pay by virtue of the successful offerors actions, non-actions, or performance.
  - 4) Limitation on aggregate liability; punitive damages prohibited:
    - (a) The combined aggregate liability of all governmental entities and of all public employees, acting within the scope of their employment and not excluded from liability, does not exceed:
      - (1) For injury to or death of one (1) person in any one (1) occurrence Seven Hundred Thousand Dollars (\$700,000) for a cause of action that accrues on or after January 1, 2008; and (2) for injury to or death of all persons in that occurrence, Seven Million Dollars (\$7,000,000).
- B. As an independent contractor, the vendor accepts all responsibility for all injuries and accidents that meet the definition of "reportable" as defined by OSHA. Further, the vendor shall report to IOSHA, via a first report, and list on the contractor's annual OSHA 300 Report, all accidents that occur while performing services for or to Lake County.

14. The contract will be let to the lowest responsible and responsive offeror for each (class or category) of supplies. In addition to the price, the offers will be evaluated on the basis of reliability and prior vendor performance.
15. All provisions of I.C. 5-22 are applicable and incorporated into this specification by reference, and the contract with the successful offeror shall include all provisions required, the cited statutes and any other provisions required by law.
16. Each offeror shall give a total amount on complete offer as well as each category separately.
17. Where language of these specifications conflicts with any requirements previously established by the Board of Commissioners of the County of Lake, the terms of these specifications shall apply.
18. Any individual, partnership or corporation offering hereon shall furnish proof satisfactory to the Board of Commissioners of the County of Lake that they or it are in good standing and are authorized to do business in the State of Indiana.

ALL OF WHICH IS APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
VENDOR SIGNATURE

BY: \_\_\_\_\_

ATTESTED:

\_\_\_\_\_  
LAKE COUNTY AUDITOR

**THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE**  
**SPECIFICATIONS FOR OFFERS**  
**FOR PUBLIC WORKS**

**FOR**

**DEPARTMENT:** \_\_\_\_\_  
**STREET:** \_\_\_\_\_  
**CITY:** \_\_\_\_\_

**MONEY HAS \_\_\_\_\_, HAS NOT \_\_\_\_\_ BEEN APPROPRIATED FOR THIS PROJECT OUT OF FUND # \_\_\_\_\_, DEPARTMENT # \_\_\_\_\_, ACCOUNT # \_\_\_\_\_.**

**FOR**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PURPOSE: THESE SPECIFICATIONS ARE PREPARED IN ACCORDANCE WITH I.C. 36-1-12-1 TO I.C. 36-1-12-20 FOR THE PURPOSE OF PUBLIC CONSTRUCTION \_\_\_\_\_**

**FOR THE CALENDAR YEAR \_\_\_\_\_.**

1. Potential offeror may contact the \_\_\_\_\_ for further information.
2. The description of the public work required by these specifications is outlined in the Attachment.
3. The General Instructions to Offerors and County Forms 1, 2, 3, 4, 5, 6 and 7 are made a part of these specifications as if fully set out herein.
4. All offerors shall examine the specifications thoroughly to familiarize themselves with the requirements and type of public work requested.
5. The offeror must utilize State Form 96 specified by the State Board of Accounts in addition to the required Lake County forms.

6. The following pertain to the submission of an offer:
- A. The offeror shall submit a bond or certified check in the amount of five (5%) percent of the offer for offers over one hundred thousand (\$100,000.00) dollars.
    - 1) The bond or certified check shall be for the benefit of or be made payable to “The Board of Commissioners of the County of Lake, State of Indiana.”
    - 2) All certified checks of unsuccessful offerors shall be returned upon selection of the successful offeror. If the successful offeror has posted a certified check, this shall be held until the performance bond is posted.
  - B. The County of Lake is committed to the principle of Affirmative Action. Each offeror must execute an affidavit on a form provided by the County of Lake acknowledging that the offeror has its own affirmative action program that is in compliance with any and all applicable federal/state/local laws and interpretive court decisions.
  - C. The County hereby affirms its policy that no vendor, contractor, grant recipient, or anyone receiving public funds or benefits of any kind shall discriminate on the basis of race, religion, color, disability, sexual orientation, gender identity, national origin, ancestry, age, or United States military service status, and any breach of this Policy shall continue to be considered a material breach of the relationship with the County.
  - D. The County is committed to providing equal employment opportunities for all applicants and employees. Employment decisions shall be made without regard to sexual orientation or gender identity.
  - E. Lake County Non Discrimination and Equal Employment Policy. In accordance with Federal and State Law, Lake County hereby requires the following from each contractor or subcontractor who is awarded a public works contract.
    - 1) Non Discrimination.
      - a) That with respect to hire, tenure, terms, conditions, or privileges of employment of employees for performance of work under this Contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor shall, by reason of race, color, religion, sex, national origin, or ancestry discriminate against any citizen qualified to do the work to which the employment relates.
      - b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, color, religion, sex, national origin, or ancestry.
      - c) That this contract may be cancelled or terminated by the owner, and all money due or to become due hereunder may be forfeited for a violation of the terms or conditions of this section of the contract.
    - 2) Women and Minority Employment Goals.

- a) That through the use of its purchasing dollars the Board of Commissioners shall ensure that women and minority employees and/or minority owned businesses are involved in public works projects performed by County contractors and subcontractors.
- b) That the policy will apply to both direct employment of women and minorities as employees and to the percentage of subcontractor and suppliers of contractors who are minority business enterprises or women business enterprises.

F. Executive Summary of Goals.

- 1) Employment - The contractor shall have a goal of Thirty-Four (34%) Percent of minority work force participation (as a percentage of the total number of employees or the total number of hours worked on the project, whichever is greater) and 6.9% for work force participation by women (as a percentage of the total number of employees or the total number of hours worked on the project, whichever is greater), if available.
- 2) Subcontractors and Suppliers - A goal of Thirteen (13%) Percent for MBE participation and Two (2%) Percent for WBE participation (as a percentage of the total contract amount) is hereby set for the project.

G. The offeror must execute the noncollusion affidavit on the forms specified for use by the State Board of Accounts.

H. The offeror shall submit with their offer packet a photocopy of the "State of Indiana Office of the Secretary of State Certificate of Existence" indicating that they have filed their most recent annual report as required by Indiana law.

I. The offeror shall include in their offer packet the original offer and one photocopy of the offer.

7. These provisions apply to the successful offeror:

A. The successful offeror shall file a performance bond and contractors payment bond with the Lake County Auditor's Office within ten (10) days of letting the offer, if their offer total exceeds two hundred thousand (\$200,000.00) dollars.

- 1) A performance bond is the approved form of security, furnished and executed by the offeror and its surety or sureties, guaranteeing complete execution of the contract, as defined herein, and for the payment of all legal debts pertaining to the construction of the project. The performance bond will be in effect after both parties have signed the contract.
- 2) A performance bond in the amount of one hundred (100%) percent of the offer is required.
- 3) The performance bond and payment bond shall be for the benefit of "The Board of Commissioners of the County of Lake, State of Indiana."
- 4) The Auditor's Office shall forward the performance bond to the Board of Commissioners of the County of Lake, who shall either accept or deny the bonds at



their next scheduled public meeting.

- 5) No payments will be made to the successful offeror under the contract until the performance bond is filed with the Lake County Auditor's Office.
- 6) A performance bond is required in accordance with I.C. 36-1-12-14 (e) equal to the offer if the offer is in excess of two hundred thousand (\$200,000.00) dollars. If the offer is more than two hundred thousand (\$200,000.00) dollars but less than two hundred fifty thousand (\$250,000.00) dollars, an irrevocable letter of credit issued in accordance with I.C. 36-1-12-14 (h).

B. The successful offeror shall:

- 1) Have workmen's compensation coverage as required by State Law.
- 2) Have public liability insurance meeting the maximum dollar limits as specified in I.C. 34-4-16.5-4 as follows: Seven Hundred Thousand Dollars (\$700,000.00) for injury or death to one person in any one occurrence, Five Million Dollars (\$5,000,000.00) for injury to or death of all persons in that occurrence, and One Million Dollars (\$1,000,000.00) for property damage liability.
- 3) Indemnify and hold harmless any and all entities to include but not limited to the County of Lake, The Board of Commissioners of the County of Lake, it's elected officials, it's appointed officials, it's officers, it's employees, and or its agents for any and all expenses or charges to include attorney fees which these entities or persons might have to pay by virtue of the successful offerors actions, non-actions, or performance.
- 4) As an independent contractor, the vendor accepts all responsibility for injuries and accidents that meet the definition of "reportable" as defined by OSHA. Further, the vendor shall report to IOSHA, via a first report, and list on the contractor's annual OSHA 300 Report, all accidents that occur while performing services for or to Lake County.

C. The successful offeror shall comply with the anti-discrimination provisions of I.C. 5-16-6 and I.C. 22-9-1-10.

D. A payment bond is required on offers exceeding two hundred thousand (\$200,000.00) dollars in accordance with I.C. 36-1-12-13-1.

E. The board shall withhold final payment to the contractor in accordance with I.C. 36-1-12-12 to facilitate payment of any subcontractors, material suppliers, laborers or those providing services.

F. No change order shall be undertaken or approved other than in accordance with I.C. 36-1-12-18. These terms shall be strictly construed.

G. If the offer is more than two hundred thousand (\$200,000.00) dollars, the provisions of I.C. 36-1-12-14 shall apply. This requires provisions on retainage and the use of an escrow agent

and agreement for most public works projects.

8. Where language of these specifications conflicts with any requirements previously established by the Board of Commissioners of the County of Lake, the terms of these specifications shall apply.
9. The provisions of I.C. 36-1-12-1 to 20 apply if applicable to the type of project and/or offer.
10. The contract will be let to the lowest responsible and responsive offeror. If the board awards the contract to a offeror other than the lowest offeror, the board must state in the minutes or memoranda, at the time the award is made, the factors used to justify the award, and the board shall keep a copy of the minutes or memoranda available for public inspection.
11. The general contract (and all independent subcontracts, I.C., subcontracts not included within a general contract and regardless of tier) shall be awarded to the lowest responsible and responsive offeror complying with the conditions and requirements provided in these Instructions, the offers, forms and other specific documents. A responsible and responsive offeror is one demonstrably possessing the skill, ability and integrity necessary to faithfully perform the work called for by the contract, based upon a determination of competent workmanship and financial soundness in accordance with I.C. 36-1-9-3 or any successor statute. An eligible offeror is one who is not debarred from participating under any applicable law, and which shall certify that it is able to furnish labor that can work in harmony with all other elements of labor employed on the project.
12. The winning offeror cannot assign without the written approval of the County of Lake.
13. The Lake County Council has enacted an ordinance that requires that all public works projects be performed by union labor.

ALL OF WHICH IS APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE

ATTESTED:

\_\_\_\_\_

PRESIDENT

\_\_\_\_\_

LAKE COUNTY AUDITOR

\_\_\_\_\_

VICE PRESIDENT

\_\_\_\_\_

MEMBER

**ADDENDUM COUNTY FORM 16**

- A. Offeror in submitting bids on canned fruits and vegetables, shall bid on U.S. Grade B or choice (unless otherwise specified) and shall indicate the brand to be furnished.
- B. Offeror in submitting bids on fresh fruits and vegetables shall bid on U.S. No. 1 or Grade A.
- C. Offeror in submitting Bids on meat shall bid on grade, cut, and count as specified and indicate brand of meat to be furnished. All meat shall be inspected and passed.
- D. Offeror to submit grade level identification with brand name.

S P E C I F I C A T I O N S H E E T

A T T A C H M E N T A

FOR USE WITH SUPPLIES, MATERIALS, SERVICE, EQUIPMENT AND OTHER TANGIBLE ITEMS

SUBMITTED BY \_\_\_\_\_

CATEGORY: \_\_\_\_\_

PAGE \_\_\_\_ OF \_\_\_\_ FOR THE YEAR 20 \_\_\_\_

ITEM NUMBER	DESCRIPTION	BRAND NAME	SIZE	QUANTITY	UNIT PRICE	EXTENSI ON PRICE

S P E C I F I C A T I O N S H E E T

A T T A C H M E N T A

FOR USE WITH VEHICLES, ETC.

SUBMITTED BY; \_\_\_\_\_  
CATEGORY:

PAGE \_\_\_\_ OF \_\_\_\_ FOR THE YEAR 20 \_\_\_\_

DESCRIPTION

**COUNTY FORM 20  
VENDOR QUALIFICATION AFFIDAVIT  
COUNTY OF LAKE**

The undersigned vendor hereby agrees that the following provisions shall apply to any and all future purchases of supplies, goods, machinery and equipment, any services delivered and any public works projects by purchase order by the County of Lake from the vendor:

1. No supplies, goods, machinery or equipment are to be delivered to any county office or department unless the vendor has received a purchase order approved by the Lake County Auditor and Lake County Purchasing Agent.
2. The County of Lake will not pay for any supplies, goods, machinery or equipment unless there is a valid purchase order.
3. Payment shall be made after receipt of invoice and a reasonable time after filing of an itemized claim by the department with the appropriate Lake County Government office.
4. A corporate vendor shall furnish upon request proof satisfactory to the Board that it is in good standing and is authorized to do business in the State of Indiana.
5. The Board of Commissioners of the County of Lake is a governmental agency and as such is not subject to payment of Indiana sales tax. No such sales tax be included or added to the price under this contract.
6. The vendor agrees by execution of this agreement that the vendor:
  - A. Has adopted a policy of equal employment.
  - B. Does not in its hiring, advancement, promotion, or any other condition of employment discriminate by reason of age, military service, race, religion, color, physical handicap, political affiliation, sex, national origin, or ancestry.
  - C. Certifies that its affirmative action and equal employment program is current and in compliance with all applicable Federal/State/Local laws and interpretive court decisions.
  - D. Acknowledges that if awarded the contract, breach of Federal/State/Local equal employment or affirmative action provision of the United States of America, the State of Indiana, or the County of Lake may be regarded as a material breach of the contract.
  - E. Agrees to provide to the County of Lake a copy of its equal employment opportunity and affirmative action program within ten (10) days of receipt of a written request.
  - F. Acknowledges that the provisions of all federal civil rights laws and the Indiana Civil rights law as applicable are incorporated by reference as part of this contract.
7. The provisions of IC 5-17-5 and IC 36-1-12-17 on timely payments are incorporated as part of this contract as if fully set out herein.
8. This contract is subject to and governed by the laws of the State of Indiana.
9. If applicable, the provisions of IC 5-22 shall apply and vendor has read and understands these purchasing statutes.
10. This agreement applies to service agreements, rental agreements, maintenance agreements or lease/purchase agreements.
11. Vendor agrees to abide by any subsequent changes in any Federal and/or State law affecting purchasing.
12. A copy of all current purchasing laws and procedures is on file with the Lake County Purchasing Agent, Brenda Koselke, 2293 N. Main Street, Crown Point, Indiana 46307. Vendors can review these any time during normal working hours.
13. This affidavit shall apply to all purchases made subsequent to the date that the affidavit is filed with the Lake County Purchasing Agent.
14. Vendors may become inactivated by the County of Lake after two consecutive years of inactivity.

**Federal Excise and Indiana Retail Tax Exempt Number 356000168 003 4**

COUNTY FORM 20  
VENDOR QUALIFICATION AFFIDAVIT  
COUNTY OF LAKE

**This section to be completed by the Company, notarized and returned to the unit of County Government for which the work will be performed.**

Office for which will be performed: \_\_\_\_\_

Brief description of goods and/or service supplied by Company: \_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Representative Signature: \_\_\_\_\_

Subscribed and sworn to before me, a notary public in and for said County and State, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

Commissioner Expires: \_\_\_\_\_

Resident of \_\_\_\_\_ County

**A W-9 EXECUTED BY THE COPMPANY MUST BE ATTACHED OR THE APPLICATION WILL NOT BE PROCESSED**

All of which is approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
LAKE COUNTY PURCHASING MANAGER

THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
SPECIFICATION FOR THE RETURN OF OFFERS

FOR  
FOOD, BREAD & DAIRY PRODUCTS FOR VARIOUS INSTITUTIONS

FOR \_\_\_\_\_ PERIOD  
MONEY HAS \_\_\_\_\_. HAS NOT \_\_\_\_\_ BEEN APPROPRIATED FOR THIS PROJECT OUT OF  
FUND # \_\_\_\_\_, DEPARTMENT # \_\_\_\_\_,  
ACCOUNT # \_\_\_\_\_.

PURPOSE: THESE SPECIFICATIONS ARE PREPARED IN ACCORDANCE WITH I.C. 36-2-6-17  
AND I.C. 36-1-9 FOR THE PURPOSE OF PROCURING THE INDICATED FOOD/BREAD/DAIRY  
PRODUCTS OFFERS FOR \_\_\_\_\_.

1. Potential Offeror may contact the following for further information:
  - A. NAME: \_\_\_\_\_
  - B. E-MAIL: \_\_\_\_\_
  - C. PHONE NUMBER: \_\_\_\_\_
2. The description of the food/bread/dairy products required by these specifications is outlined in the attached addendums. \_\_\_\_\_
3. The General Instructions to Offerors and County Forms 1, 2, 3, 4, 5, 6 and 7 are made a part of these specifications as if fully set out herein. \_\_\_\_\_
4. All Offerors shall examine the specifications thoroughly to familiarize themselves with the requirements and type of food/bread/dairy products requested \_\_\_\_\_
5. Where a brand or proprietary name is stated in Attachment A, the term “or equal” shall be implied. No Offeror is prevented from submitting a proposal on a different size container or number of units per case, providing the packaging specified is not available commercially. Any alternate packaging must be equivalent. Where a brand or proprietary name is stated in Attachment A and the Offeror is submitting an OFFER for an “or equal” item the Offeror shall list the brand name of the “or equal” item on Attachment A. Where there is no brand or proprietary name stated in Attachment A the shall list the brand name of the item, they are offering on in Attachment A. \_\_\_\_\_
6. The Offeror needs to read and comply with the following:
  - A. Specific prices must be OFFER for each item in the specifications, and an Offeror must OFFER each item in a category. The use of the terms “market price” or “list price” will not be acceptable and will result in rejection of the OFFER. Each Offeror shall extend and tabulate the OFFER for each category. \_\_\_\_\_
  - B. Where a Offeror is awarded more than one OFFER, and where there are items on the OFFERs that are of either equivalent size packaging, brand name, weight, or quantity per unit, if there is a difference between institutions in unit price the lowest unit price shall prevail for each of the institutions for whom the Offeror was awarded the OFFER. \_\_\_\_\_



- C. Offeror in submitting OFFERS on canned fruits and vegetables, shall OFFER on U.S. Grade B or choice (unless otherwise specified) and shall indicate the brand to be furnished.
- D. Offeror in submitting OFFERS on fresh fruits and vegetables shall OFFER on U.S. No. 1 or Grade A.
- E. Offeror in submitting OFFERS on meat shall OFFER on grade, cut, and count as specified and indicate brand of meat to be furnished. All meat shall be inspected and passed.
- F. Offeror to submit grade level identification with brand name.
7. The County of Lake shall have the right to request that an Offeror submit for inspection a sample of any item contained in the specifications. Subsequent to letting the OFFER, unsuccessful Offerors shall have fourteen (14) days to pick up these samples. If the samples are not picked up within this time limit, the samples shall become the property of the County of Lake. The samples submitted by the successful Offeror shall be retained by the official, officer, or department for comparison with the supplies or materials provided during the term of the contract by the successful Offeror. Deviations between the successful Offeror's sample item and delivered items shall be grounds for terminating the contract. The successful Offeror agrees that the decision of the County shall be final as to whether there is a deviation.
8. "During the term of the contract, the price OFFER by the successful Offeror and accepted by the Board of Commissioners of the County of Lake shall not be adjusted upward. Lake County does have a price matching policy that an Offeror will have to adhere to, or the products may be purchased through another vendor. Specifically, if at the time that the product is to be offered Lake County can purchase that specific product at a price lower than that submitted by the successful Offeror, the successful Offeror will be asked to match that price. If the successful Offeror decides not to match the price then, the County will be free to purchase the product from the vendor with the lower spot price."
9. The Offeror must utilize the OFFER form 95.
10. All food/bread/dairy products shall be furnished in such quantities and at such times as needed and offered by the county officials, officers, or departments. Many of the quantities listed for specific items contain the phrase "more or less". The County of Lake shall have the right to purchase more or less than the number specified but shall not purchase quantities to exceed the quantity necessary to meet its needs during the year.
11. The following pertain to the submission of the OFFER:
- A. An Offeror shall submit an OFFER bond or certified check in the amount of five (5%) percent of the OFFER for each quarter for OFFERS over one hundred thousand (\$100,000.00) dollars.
- 1) The OFFER bond or certified check shall be for the benefit of or be made payable to "The Board of Commissioners of the County of Lake, State of Indiana."
- 2) All certified checks of unsuccessful Offerors shall be returned upon selection of the successful Offeror.
- B. The County of Lake is committed to the principle of affirmative action. Each Offeror must execute an affidavit on a form provided by the County of Lake acknowledging that the Offeror has its own affirmative action program that is in compliance with any and all applicable federal;/state/local laws and interpretive court decisions.

- C. The County hereby affirms its policy that no vendor, contractor, grant recipient, or anyone receiving public funds or benefits of any kind shall discriminate on the basis of race, religion, color, disability, sexual orientation, gender identity, national origin, ancestry, age, or United States military service status, and any breach of this Policy shall continue to be considered a material breach of the relationship with the County.
- D. The County is committed to providing equal employment opportunities for all applicants and employees. Employment decisions shall be made without regard to sexual orientation or gender identity.
- E. The Offeror must execute the non-collusion affidavit on the forms specified for use by the State Board of Accounts.
- F. The Offeror (Corporation) shall submit with their OFFER packet a photocopy of the "State of Indiana Office of the Secretary of State Certificate of Existence" indicating that they have filed their most recent annual report as required by Indiana law.
- G. The Offeror shall include in their OFFER packet the original OFFER and one photocopy of the OFFER.

12. These provisions apply to the successful Offeror:

- A. The successful Offeror shall:
  - 1) Have workmen's compensation coverage as required by State Law.
  - 2) Have public liability insurance meeting the maximum dollar limits as specified in I.C. 34-4-16.4-4 as follows: Three Hundred Thousand Dollars (\$300,000.00) for injury or death to each person in any one occurrence, and Three Hundred Thousand Dollars (\$300,000.00) for property damage liability.
  - 3) Indemnify and hold harmless any and all entities to include but not limited to the County of Lake, The Board of Commissioners of the County of Lake, it's elected officials, it's officers, it's employees, and or its agents for any and all expenses or charges to include attorney fees which these entities or persons might have to pay by virtue of the successful Offerors actions, non-actions, or performance.
  - 4) Limitation on aggregate liability; punitive damages prohibited:
    - (a) The combined aggregate liability of all governmental entities and of all public employees, acting within the scope of their employment and not excluded from liability, does not exceed:
      - (1) For injury to or death of one (1) person in any one (1) occurrence Seven Hundred Thousand Dollars (\$700,000) for a cause of action that accrues on or after January 1, 2008; and (2) for injury to or death of all persons in that occurrence, Five Million Dollars (\$5,000,000).
      - (2) A governmental entity or an employee of a governmental entity acting within the scope of employment is not liable for punitive damages.
- B. The successful Offeror shall comply with the anti-discrimination provisions of I.C. 5-16-6 and I.C. 22-9-1-10.
- C. As an independent contractor, the vendor accepts all responsibility for all injuries and accidents that meet the definition of "reportable" as defined by OSHA. Further, the vendor shall report to

IOSHA, via a first report, and list on the contractor's annual OSHA 300 Report, all accidents that occur while performing services for or to Lake County.

13. The OFFER will be let to the lowest responsible and responsive Offeror for each (class or category) of supplies. In addition to the price, the OFFERs will be evaluated on the basis of reliability and prior vendor performance.
14. The provisions of I.C. 5-22 are applicable, and the contract with the successful Offeror shall include all provisions required, the cited statutes and any other provisions required by law.
15. Each Offeror shall give a total amount on complete OFFER as well as each category separately.
16. Where language of these specifications conflicts with any requirements previously established by the Board of Commissioners of the County of Lake, the terms of these specifications shall apply.
17. Any individual, partnership or corporation offering hereon shall furnish proof satisfactory to the Board of Commissioners of the County of Lake that they or it are in good standing and are authorized to do business in the State of Indiana.

ALL OF WHICH IS APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE

ATTESTED:

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
LAKE COUNTY AUDITOR

\_\_\_\_\_  
VICE PRESIDENT

\_\_\_\_\_  
MEMBER

**PETITION REQUESTING THE LEASE OF REAL PROPERTY IN  
LAKE COUNTY, INDIANA**

**PETITION NUMBER:**

TO: THE , THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE, AND THE LAKE COUNTY COUNCIL:

THE UNDERSIGNED OWNERS OF TAXABLE REAL ESTATE IN THE POLITICAL SUBDIVISION IN WHICH AND FOR WHOM THE REAL PROPERTY IS BEING REQUESTED. , IN ACCORDANCE WITH I.C. 36-1-10-7 (1) HEREBY PETITION THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE, AND THE LAKE COUNTY COUNCIL TO LEASE THE FOLLOWING REAL PROPERTY FOR THE IDENTIFIED PURPOSE:

1. COMMON ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

2. LEGAL DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. PURPOSE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<b>PRINTED NAME (PRINT SPOUSE'S NAME IF APPLICABLE)</b>	<b>SIGNATURE</b>	<b>STREET ADDRESS, CITY, STATE AND ZIP CODE</b>
1)		

**LAKE COUNTY FORM 25  
JULY 1, 2020**

<b>PRINTED NAME (PRINT SPOUSE'S NAME IF APPLICABLE)</b>	<b>SIGNATURE</b>	<b>STREET ADDRESS, CITY, STATE AND ZIP CODE</b>
2)		
3)		
4)		
5)		
6)		
7)		
8)		

**LAKE COUNTY FORM 25  
JULY 1, 2020**

<b>PRINTED NAME (PRINT SPOUSE'S NAME IF APPLICABLE)</b>	<b>SIGNATURE</b>	<b>STREET ADDRESS, CITY, STATE AND ZIP CODE</b>
9)		
10)		
11)		
12)		
13)		
14)		
15)		

**LAKE COUNTY FORM 25  
JULY 1, 2020**

<b>PRINTED NAME (PRINT SPOUSE'S NAME IF APPLICABLE)</b>	<b>SIGNATURE</b>	<b>STREET ADDRESS, CITY, STATE AND ZIP CODE</b>
16)		
17)		
18)		
19)		
20)		
21)		
22)		





\_\_\_\_\_  
\_\_\_\_\_

PURPOSE: \_\_\_\_\_  
\_\_\_\_\_

AND THAT ALL OF THE SIGNATURES APPEARING ON THE ATTACHED COUNTERPART OF SAID PETITION WERE AFFIXED IN HIS/HER PRESENCE AND ARE THE TRUE AND LAWFUL SIGNATURES OF THE PARTIES SAID COUNTERPART OF SAID PETITION.

SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC THIS \_\_\_\_\_ DAY OF  
, 20 \_\_\_\_ .

MY COMMISSION EXPIRES: -----

RESIDENT OF LAKE COUNTY, INDIANA

**LAKE COUNTY FORM 26  
MAY 6, 2020**

**REQUEST FOR A HAND CUT CHECK**

1. This Department is requesting in the attached claim form that the Board of Commissioners of the County of Lake authorize and sign for a hand cut check.
2. Attached to the request is the supporting documentation.
3. By Lake County Council ordinance, all hand cut checks are issued by the Auditor after approval by the Board of Commissioners and then placed on the next Commissioner monthly meeting for ratification. This procedure was approved in the 2015 exit audit performed by the Indiana State Board of Accounts.

4.

Vendor Name	Approval Date	Description of Service

DATE: \_\_\_\_\_

\_\_\_\_\_  
Printed Name & Department

\_\_\_\_\_  
Signature

**NOTE: This request will not be accepted if #4 above is not completed.**

**VENDOR CONTRACT FOR PERSONAL PROPERTY PURCHASES AND FOR  
LEASES, LEASE/PURCHASE AGREEMENTS, MAINTENANCE  
AGREEMENTS, RENTAL AGREEMENTS AND SERVICE CONTRACTS**

This contract is entered into this \_\_ day of \_\_\_\_\_, 20 \_\_ by and between the Board of Commissioners of the County of Lake, hereinafter referred to as the Board, on behalf of \_\_\_\_\_ hereinafter referred to as the Vendor.

Now therefore, for and in consideration of the promises and covenants contained herein, the parties mutually agree as follows:

1. TERM

The Term of this contract is from \_\_\_\_\_, 20 \_\_\_\_ to \_\_\_\_\_, 20 \_\_\_\_.

2. LEASE/LEASE PURCHASE/MAINTENANCE/RENTAL/SERVICE

This contract covers the following:

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3. SCOPE

- A. Attached hereto is the standard form of the Vendor utilized by that company in its business lease, lease/purchase, maintenance, rental, service agreements. Any provision in the standard form of the vendor's agreement attached hereto shall not operate to effect a renewal of this contract under any circumstances. The only method that may be used to extend the contract at the same terms is a written agreement to extend executed by the Board of Commissioners of the County of Lake in accordance with I.C. 5-22.

B. Where there is a conflict between the language in the attached standard form of the Vendor and the language in paragraphs one through fourteen of this basic lease, lease/purchase, maintenance, rental, service agreement, the terms and language specified on pages one through three hereof shall prevail and apply.

C. Only those terms of the standard form of the Vendor, attached hereto, which do not conflict with or contradict the terms on pages one through three of this contract are incorporated as a part of this contract. Any term in the attached standard form of the Vendor that contradicts or is in conflict with the terms on pages one through three of this contract are null and void

4. Payment shall be made after receipt of invoice and a reasonable time after filing of claim by the Department with the appropriate Lake County Government Office.

5. This contract is subject to the annual appropriation by the Lake County Council and approval by the State Board of Tax Commissioners of sufficient funds to defray the cost of the items under this contract.

6. Vendor shall furnish upon request proof satisfactory to the Board that it is in good standing and is authorized to do business in the State of Indiana.

7. It is understood that the Board of Commissioners of the County of Lake is a governmental agency and as such is not subject to payment of Indiana Sales Tax. No such sales tax shall be included or added to the price under this contract.

8. The Vendor agrees by his execution of this agreement that in regard to his operations:

- A. No person shall, on the grounds of race, color, national origin or sex, be subject to discrimination.
- B. The principles of equal opportunity in employment and delivery of services apply and the Vendor commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion, and sex.
- C. The provisions of all Federal Civil Rights Laws and Indiana Civil Rights Law as applicable are incorporated by reference as part of this contract
- D. Breach of any of the equal opportunity and/or the nondiscrimination provisions of the agreement may be regarded as a material breach of the contract.

9. The provisions of I.C. 5-17-5 and I.C. 36-1-12-17 on timely payments are incorporated as part of this contract as if fully set out herein.

10. ON OFFER ITEMS ONLY: No payments shall be made to vendor until the required performance bond is posted with the Board. The provisions of I.C. 5-17-5 and I.C. 36-1-12-17 shall not apply until the performance bond is filed.

**LAKE COUNTY FORM 29  
MAY 6, 2020**

- 11. This contract is subject to and governed by the laws of the State Indiana.
- 12. During the term of the contract, the price shall not be adjusted.
- 13. If applicable the provisions of I.C. 5-22 shall apply.
- 14. In accordance with Public Law 62 Indiana Code of 1971, Section 5-11-10-1 the payment will be made on this after the service has been rendered. Therefore monthly or quarterly statements will be submitted and not paid until same has been provided.

All of which is approved this \_\_\_\_\_ day of \_\_\_\_\_ ,  
20 \_\_\_\_\_

BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE

ATTESTED:

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
LAKE COUNTY AUDITOR

\_\_\_\_\_  
VICE PRESIDENT

\_\_\_\_\_  
MEMBER

\_\_\_\_\_  
VENDOR NAME

\_\_\_\_\_  
VENDOR AGENTS SIGNATURE

\_\_\_\_\_  
VENDOR CONTACT TELEPHONE NUMBER

\_\_\_\_\_  
VENDOR CONTACT E MAIL

\_\_\_\_\_

**PURCHASING REQUEST FORM  
SUPPLIES LESS THAN \$250.00**

TO: PURCHASING MANAGER

FROM: \_\_\_\_\_

PURPOSE OF REQUEST: \_\_\_\_\_

PURCHASE IS FOR SUPPLIES LESS THAN \$250.00

- 1. Name of Vendor \_\_\_\_\_
- 2. Attach One Quote \_\_\_\_\_
- 3. General Nature of Supplies Covered By The Quote \_\_\_\_\_  
\_\_\_\_\_

4. Are There Other Vendors Who Can Provide This Supply

Yes

No

5. If Yes, Why Was This Vendor Chosen

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Estimate of Total Annual Dollar Purchases \_\_\_\_\_ \$ \_\_\_\_\_

7. PURCHASING MANAGER ACTION

Approved       Denied

8. Reason For Denial \_\_\_\_\_  
\_\_\_\_\_

PURCHASING MANAGER'S SIGNATURE THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 20\_\_ FORM THE CONTRACT

\_\_\_\_\_  
SIGNATURE

**PURCHASING REQUEST FORM- SUPPLIES MORE THAN  
\$250.00 BUT LESS THAN \$2500**

TO: PURCHASING MANAGER

FROM: \_\_\_\_\_

PURPOSE OF REQUEST:

PURCHASE IS FOR SUPPLIES \$250.00 OR MORE BUT LESS THAN  
\$2,500.00 (CODE SU39)

1. Name of Vendor Selected \_\_\_\_\_

2. Two Quotes ATTACHED \_\_\_\_\_

3. General Nature of Supplies Covered By The Quote \_\_\_\_\_

\_\_\_\_\_

4. Why Was This Vendor Chosen

Price

Other (Explain)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Estimate of Total Annual Dollar Purchases\$ \_\_\_\_\_

6. PURCHASING MANAGER ACTION

Approved       Denied

7. Reason For Denial \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

IF APPROVED THE PURCHASING MANAGER'S SIGNATURE BELOW THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ FORMS THE CONTRACT

\_\_\_\_\_  
SIGNATURE

**PURCHASING REQUEST FORM  
SPECIAL PURCHASING TECHNIQUE**

TO: PURCHASING MANAGER

FROM: \_\_\_\_\_

PURPOSE OF REQUEST: \_\_\_\_\_

USE SPECIAL PURCHASING TECHNIQUE (CHECK BOX)

- |   |   |
|---|---|
| <input type="checkbox"/> Emergency  | <input type="checkbox"/> Unique Opportunity/Substantial Savings |
| <input type="checkbox"/> Auction  | <input type="checkbox"/> Compatibility/Sole Source              |
| <input type="checkbox"/> Seriously Impair Functioning                                   | <input type="checkbox"/> No Offer Received                      |
| <input type="checkbox"/> Government Discount  | <input type="checkbox"/> Sole Source                            |
| <input type="checkbox"/> Supply Evaluation  | <input type="checkbox"/> General Services Administration        |
| <input type="checkbox"/> Vendor Has Contract with<br>Federal Agency or State of Indiana |   |

1. Name of Vendor \_\_\_\_\_
2. Attach One Quote \_\_\_\_\_
3. General Nature of Supplies Covered By The Quote \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Are There Other Vendors Who Can Provide This Supply
  - Yes
  - No
5. If Yes, Why Was This Vendor Chosen  
\_\_\_\_\_  
\_\_\_\_\_
6. Estimate of Total Annual Dollar Purchases\$ \_\_\_\_\_



7. PURCHASING MANAGER ACTION

Approved       Denied

8. Reason For Denial \_\_\_\_\_

\_\_\_\_\_

If Denied Purchasing Manager's Signature \_\_\_\_\_

IF APPROVED THE QUOTE RECEIVED PLUS PURCHASING MANAGER'S  
SIGNATURE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ FORM THE  
CONTRACT

\_\_\_\_\_  
SIGNATURE

**REQUEST FORM  
TO ESTABLISH A HOUSE ACCOUNT**

TO: PURCHASING MANAGER

FROM: \_\_\_\_\_

PURPOSE OF REQUEST: \_\_\_\_\_

ESTABLISH A HOUSE ACCOUNT

1. Name of Vendor \_\_\_\_\_
2. Address of vendor \_\_\_\_\_
3. Why the House Account Contract is the Most Appropriate Purchasing Method to be Used \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. General Nature Of The Purchases To Be Made (Attached separate paper if needed)  
\_\_\_\_\_  
\_\_\_\_\_
5. Estimated Frequency Of Use (Number of Times a Month) \_\_\_\_\_
6. Do You Have More Than One House Account Vendor For This Type of Supply  

Yes

No
7. If Yes , Why Do You Need Another House?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Estimate of Total Annual Dollar Purchases from this house account vendor. \$ \_\_\_\_\_

9. PURCHASING MANAGER ACTION ON REQUEST

Approved       Denied

10. If approved enter the realistic estimate of the dollar amount of the purchase order that must be entered. This amount is \_\_\_\_\_.  
Do not enter \$10,000 unless this is the estimate because the initial purchase order for this house account based upon the above estimate will encumber that dollar amount in the line item for the supplies. The total can be amended later if needed.

11. Reason For Denial \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE PURCHASING MANAGER

**VENDOR HOUSE ACCOUNT CONTRACT WITH LAKE COUNTY  
TO PURCHASE OR RENT  
SUPPLIES, GOODS, MACHINERY AND EQUIPMENT**

This contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Board of Commissioners of the County of Lake, hereinafter referred to as the Board, on behalf of the Lake County Offices and Lake County Departments listed in paragraph 2D hereinafter referred to as the Vendor.

Now therefore, for and in the consideration of the promises and covenants herein, the parties mutually agree as follows:

1. TERM

The term of this contract is from \_\_\_\_\_ until rescinded in accordance with paragraph 7.

2. APPLICATION OF CONTRACT

- A. A contract is required by the Indiana Board of Tax Commissioners for the purchase or rent of any supply, good, equipment or machinery.
- B. This contract covers the purchase or lease of supplies, goods, machinery and equipment from the Vendor by the following departments under the house account that is established in paragraph 3.
- C. The company will maintain a list of the persons from the office/department who are allowed to use the house account.
- D. All Lake County Offices and Departments are covered by this contract, or
- E. Only those listed below are included and covered by this contract

\_\_\_\_\_  
\_\_\_\_\_

3. HOUSE ACCOUNT PAYABLE

- A. A house account is an account payable ledger established by the Vendor which permits the Lake County Offices and Departments identified in paragraph 2 D and 2E above to purchase or rent supplies, goods, machinery, and equipment and pay when the Vendor at a later time submits the claim and invoice to the appropriate department for processing.
- B. The County guarantees payment for the items purchased under this house account contract for the items purchased or leased prior to payments.
- C. The Vendor will establish for each of the offices/departments listed in paragraph 2D above a separate house accounts payable ledger.
- D. The Vendor will bill each of the departments listed in paragraph 2 separately for the total cost listed on the accounts payable ledger.

- E. The Vendor will bill the County monthly.
- F. Payment to the Vendor shall be made only after receipt of a claim.
- G. The Board of Commissioners of the County of Lake is a governmental agency and as such is not subject to the payment of Indiana sales tax or the sales tax from any other state. No such sales tax shall be included or added to the price of the supplies, goods, machinery or equipment purchased or leased under the contract. FEDERAL EXCISE TAX NUMBER 3560001680034, INDIANA RETAIL TAX EXEMPT NUMBER 00311186650030.

4. EQUAL OPPORTUNITY

The Vendor agrees by his executive of this agreement that in regards to the operation:

- A. No person shall, on the grounds of race, color, national origin or sex, be subject to discrimination.
- B. The principles of equal opportunity in employment and delivery of services apply and the Vendor commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, nation origin, physical handicap, political affiliation, race, religion, and sex.
- C. The provisions of all Federal Civil Rights Laws and Indiana Civil Rights Laws as applicable are incorporated by reference as part of this contract.
- D. Breach of any of the equal opportunity and/or the nondiscrimination provisions of the agreement may be regarded as a material breach of the contract.

5. TIMELY PAYMENTS

The provisions of IC 5-17-5-1 on timely payments are incorporated as part of this contract and a payment is timely if:

- A. A claim is submitted by the Vendor for payment of goods or services; and
- B. If the claim is paid within thirty-five (35) days following the first regularly scheduled meeting of the Commissioners that is held at least ten (10) days after the Commissioners

6. INDIANA LAW

This contract is subject to and governed by the law of the State of Indiana.

7. TERMINATION

Either party may terminate this contract upon 14 days written notice delivered in person or by First Class Mail to the address list in paragraph E.

8. NOTICES

Any notice under this contract must be sent by First Class Mail to the County and Vendor at the address listed at the end of this contract.

9. AMENDMENTS

**LAKE COUNTY FORM 34  
JULY 1, 2020**

- A. This contract may be amended by the written agreement of both parties.
- B. Lake County Offices or Departments can be added or removed by the exchange of letters between the parties acknowledging the change.

10. ENTIRE CONTRACT

If your company has a separate contract that your company requires be signed, both this contract and your company's contract must be signed. The two contracts will form the agreement between your company and Lake County. If there is a conflict between the terms of the two contracts, the terms in your contract will apply.

VENDOR \_\_\_\_\_

BY: \_\_\_\_\_

VENDOR SIGNATURE

\_\_\_\_\_  
VENDOR STREET ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
VENDOR E-MAIL ADDRESS

ALL OF WHICH IS APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
LAKE COUNTY PURCHASING MANAGER

**SUPPLIES PURCHASED BY COUNTY COMMISSIONERS WITH THE THREE  
QUOTES OBTAINED BY THE USING AGENCY**

This CONTRACT is made and entered into by and between \_\_\_\_\_,  
hereinafter referred to as the "Supplier" and the Lake County Board of Commissioners,  
hereinafter referred to as the "Board".

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Board and the  
Supplier do hereby mutually agree as follows:

I. **PURCHASING METHOD**

A. This is a purchase of supplies governed by IC 5-22-8-1.

B. The purchasing authority is identified by an "x" below:

Method Code	Statute	Brief Description
<input type="checkbox"/> SY 40	IC 5-22-8-1	Purchases at least \$2,500 and less than \$50,000 for which the Office or Department must acquire Three quotes and submit to the Board of Commissioners for approval

II. **TOTAL CONTRACT PRICE**

A. For the delivery of the supplies covered by this contract, the Board shall pay to the  
Supplier not more than the sum of \_\_\_\_\_  
DOLLARS AND \_\_\_\_\_ CENTS (\$\_\_\_\_\_).

B. The actual total shall depend on the quantities delivered.

C. The source of funds for payment under this Contract is \_\_\_\_\_

III. **CONTACT PERSONS FOR THIS CONTRACT**

A. **Board's Representative**

Name:  
Address:  
Telephone:  
Email:

B. **Supplier's Representative**

Name:  
Address:  
Telephone:  
Email:

IV. **EXECUTION AND START DATES**

The contract shall first be executed by the Supplier and is effective as of the date of  
execution by the Board which is \_\_\_\_\_, 20\_\_\_\_\_.

V. **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

The Supplier shall carry public liability and property damage insurance in amounts as outlined below: :

- A. Seven hundred thousand dollars (\$700,000) for the death or injury to one (1) person in any one (1) occurrence and five million dollars (\$5,000,000) for injury to or death of all persons in the occurrence as required by IC 34-13-3-4.
- B. Provide public liability and property damage insurance in the amount of One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the general aggregate.

VI. **THREE DOCUMENTS THAT ARE INCORPORATED AS PART OF THIS CONTRACT BY REFERENCE**

- A. The specifications prepared for this supply quote
- B. The quote submitted by the Supplier.
- C. All the applicable provisions of IC 5-22.
- D. All provisions of State Law applicable to the Board and/or governmental entity or entities which is/are a party to this Contract are incorporated by reference as a part of this contract.
- E. The vendor qualification affidavit of the Supplier.

VII. **PAYMENT FOR WORK PERFORMED**

- A. Billing for the services rendered under this contract shall be in the form and manner prescribed by the State of Indiana and the Board.
- B. A claim form for payment must be submitted.
- C. Should there be a dispute regarding any invoice or payment, the party raising the dispute shall notify the other party upon discovery of the reason. Payment of any invoice shall not be a waiver of any right associated with a dispute and with the invoice or payment, and any future payment may be modified accordingly to rectify any discovered discrepancy.
- D. Approval of and payment of claims is governed by Lake Board Council ordinance which permits the claim payment by the Auditor before Board allowance at a public meeting
- E. By execution of this Contract the Lake County Board of Commissioners or Lake Board is not agreeing to use funds other than the funds in the budget designated for this project. The sources are restricted to those funds which have been appropriated for this purpose by the Lake Board Council as applicable and approved by the Department of Local Government



Finance, the State Board of Accounts and/or the Department of Local Government Finance, as applicable. In this regard this Contract may be terminated, in whole or in part, when the Lake Board Auditor makes a written determination that the funds are not appropriated or otherwise available to support continuation of performance. Such determination shall be final and conclusive. Notice shall be given to the Supplier as soon as the Board is aware of such a situation. However, the Board will make good faith efforts to provide funding for this Contract, and if such funding is available and appropriated, the Board shall fulfill its financial obligation, subject to all this contract's terms and condition

VIII. **DISPUTE RESOLUTION:**

- A. The intent of the parties is to settle all disputes if they arise through the dispute resolution procedure outlined in this section.
- B. However, one party feels that there is a default in any of the contract's terms and conditions and does not feel that the procedure in this section meets its action requirements, then the party complaining of a default shall notify the other party in writing of the complaint, and the other party shall have ten (10) days from the date of receipt of the written notification in which to cure the purported default.
- C. Only after the expiration of the ten (10) day period described herein may the parties resort to legal proceedings to enforce any of the terms and conditions of this Contract or to collect damages in a court of competent jurisdiction.
- D. The preferred procedure for the settlement of disputes is as follows:

**Step One:** The parties shall first attempt to resolve any dispute under this contract through a joint meeting of the Board's representative and the Supplier's representative. Any contract reached by these two parties if then approved by the Board and the Supplier is the final resolution of the dispute.

**Step Two:** If there is no resolution under Step One, the Board and Supplier shall then attempt to resolve the dispute. If successful, this is the final resolution of the dispute.

**Step Three:** If there is no resolution under Step Two, the parties shall then initiate pre-suit mediation. Rule 8- Optional Early Mediation in the Rules for Alternative Dispute Resolution of Indiana Rules of Court shall apply. Any contract between the Board and the Supplier during pre-suit mediation is the final resolution at the dispute.

**Step Four:** Litigation in a court of competent jurisdiction in Lake County , Indiana.

IX. **ASSIGNMENT OF THE CONTRACT**

The Contract shall not be assigned, except with the prior written consent of the Board. The Board's consent shall not be construed to relieve the Supplier of any responsibility for the fulfillment of the Contract.

X. **CHOICE OF LAW**

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit must be brought in Lake Board, State of Indiana.

XI. **EQUAL OPPORTUNITY**

A. The Supplier agrees by the execution of this contract that regarding its operations:

B. Pursuant to Indiana Statute and Board policy, Supplier shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, gender, sexual orientation, gender identification, genetic identification (including family medical history), age, marital status, national origin, disability, political affiliation, veteran status, or any other trait or characteristic protected by law. Breach of this covenant may be regarded as a material breach of contract.

C. The provisions of all Federal Civil Rights laws and the Indiana Civil rights laws as applicable are incorporated by reference as part of this Contract.

D. Breach of any of the equal opportunity and/or the nondiscrimination provisions of the Contract may be regarded as a material breach of the Contract.

XII. **WAIVER OF RIGHTS**

No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused, unless such waiver or breach shall be waived in writing and signed by the party claimed to have waived the right or excused the breach.

XII. **E-VERIFICATION 22-5-1.7 Applies To Public Contract Services, Business Entities; Unauthorized Aliens.**

XIII. **MISCELLANEOUS PROVISIONS**

A. This Contract represents the entire understanding between the parties, and modifications of this Contract shall not be effective unless reduced to writing and signed by both parties.

B. In the event any portion or portions of this Contract are found to be void or voidable portions, these portions shall be stricken, and the remaining portions enforced.

- C. The Supplier warrants and certifies that the Supplier is not disqualified because it is a Supplier dealing with the Government of Iran as that phrase is defined in Federal Statute.
- D. For accounting purposes only and not a part of this contract, the Lake County Commissioners Purchasing Department shall attach to the purchase order generate by this contract a copy of the quote submitted by any other vendor which was not approved by the County Commissioners.

IN WITNESS WHEREOF, the parties hereto have caused this Contract consisting of fifteen (15) pages to be executed by their duly authorized officers on the day and date indicated in paragraph IV on page 1.

**LAKE COUNTY BOARD OF COMMISSIONERS**

**SUPPLIER**

\_\_\_\_\_  
, PRESIDENT

\_\_\_\_\_  
PRINTED NAME - TITLE

\_\_\_\_\_  
VICE PRESIDENT

\_\_\_\_\_

\_\_\_\_\_  
, MEMBER

\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
EMAIL

ATTEST:

\_\_\_\_\_  
AUDITOR

SPECIFICATION FOR THE RETURN OF OFFERS  
FOR SPECIFIC SERVICES

MONEY HAS \_\_\_\_ . HAS NOT \_\_\_\_ BEEN APPROPRIATED FOR THIS PROJECT OUT OF FUND # \_\_\_\_\_ , DEPARTMENT # \_\_\_\_\_ , ACCOUNT # \_\_\_\_\_ .

PURPOSE: THESE SPECIFICATIONS ARE PREPARED IN ACCORDANCE WITH I.C. 5-22 FOR THE PURPOSE OF PROCURING THE INDICATED SERVICES

1. Offeror may contact the following for further information:

A. NAME: \_\_\_\_\_

B. E MAIL: \_\_\_\_\_

C. PHONE \_\_\_\_\_

2. The general type[e of service being requested is identified by an X in one of the following four boxes:

**A.**  Specialty Services are those such as legal and accounting where the vendor is engaged to provide the skill to address the subject area.

**B.**  Specific Repair Services are those services where the vendor returns the tangible article to its operational function and form.

**C.**  Maintenance Services are those services to tangible items to keep a product in good operating condition.

**D.**  Other Services are those of a particular type of help or assistance that are not the production of a tangible item

3. The detail of the service requested in described in Attachment A.

4. The General Instructions to Offerors and County Forms 1, 2, 3, 4, 5, 6 and 7 are made a part of these specifications as if fully set out herein.

5. All offerors shall examine the specifications thoroughly to familiarize themselves with the requirements.

6. The following pertain to the submission of the offer:

A. An offeror shall submit an offer bond or certified check in the amount of five (5%) percent of the offer for each quarter for offers over one hundred thousand (\$100,000.00) dollars.

**LAKE COUNTY FORM 36  
MAY 6, 2006**

- 1) The offer bond or certified check shall be for the benefit of or be made payable to "The Board of Commissioners of the County of Lake, State of Indiana."
  - 2) 2) All certified checks of unsuccessful Offerors shall be returned upon selection of the successful offeror.
- 

B. The County of Lake is committed to the principle of affirmative action. Each offeror must execute an affidavit on a form provided by the County of Lake acknowledging that the offeror has its own affirmative action program that is in compliance with any and all applicable federal/state/local laws and interpretive court decisions.

C. The County hereby affirms its policy that no vendor, contractor, grant recipient, or anyone receiving public funds or benefits of any kind shall discriminate on the basis of race, religion, color, disability, sexual orientation, gender identity, national origin, ancestry, age, or United States military service status, and any breach of this Policy shall continue to be considered a material breach of the relationship with the County.

---

7. The County is committed to providing equal employment opportunities for all applicants and employees. Employment decisions shall be made without regard to sexual orientation or gender identity.
  8. The offeror shall submit if required by State law a photocopy of the "State of Indiana Office of the Secretary of State Certificate of Existence" indicating that they have filed their most recent annual report as required by Indiana law.
  9. The offeror shall include in their offer packet the original offer and one photocopy of the offer.
- 

10. These provisions apply to the successful offeror:

---

A. Have workmen's compensation coverage as required by State Law.

---

B. The Contractor shall carry public liability and property damage insurance in amounts as outlined below :

- Seven hundred thousand dollars (\$700,000) for the death or injury to one (1) person in anyone (1) occurrence and five million dollars (\$5,000,000) for injury to or death of all persons in the occurrence as required by IC 34-13-3-4
- provide public liability and property damage insurance in the amount of One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the general aggregate.

C. The Board, Lake Board offices and their elected officials, Lake Board Departments, and Lake Board employees shall be named as an additional insured and be fully protected.

D. Indemnify and hold harmless any and all entities to include but not limited to the County of Lake, The Board of Commissioners of the County of Lake, it's elected officials, it's officers, it's employees, and or its agents for any and all expenses or charges to include attorney fees which these entities or persons might have to pay by virtue of the successful offerors actions, non-actions, or performance

E. As an independent contractor, the vendor accepts all responsibility for all injuries and accidents that meet the definition of "reportable" as defined by OSHA. Further, the vendor shall report to IOSHA, via a first report, and list on the contractor's annual OSHA 300 Report, all accidents that occur while performing services for or to Lake County.

13. The Lake County Commissioners will select the offer which they feel in their sole judgment best meets the type of service being requested for the cost being required by the vendor.

14. The provisions of I.C. 5-22 is applicable, and the contract with the successful offeror shall include all provisions required, the cited statutes and any other provisions required by law.

15 Where language of these specifications conflicts with any requirements previously established by the Board of Commissioners of the County of Lake, the terms of these specifications shall apply

ALL OF WHICH IS APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_

BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE

ATTESTED:

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
LAKE COUNTY AUDITOR

\_\_\_\_\_  
VICE PRESIDENT

\_\_\_\_\_  
MEMBER



3. The service is required within the following time frame:

- A. Daily
- B. Weekly
- C. Monthly
- D. Delivery on the following specific date: \_\_\_\_\_
- E. Other: Please specify \_\_\_\_\_

4. The party selected to deliver the service will utilize its expertise to provide the product or complete the task in accordance with generally accepted provisions of those providing the service.

5. A party who desires to submit an offer will include the following in order to identify specifically the cost to the county of the service to be provided:

- A. The total cost to provide the service including all labor hours and material costs if that is the method the vendor selects to present its offer.
- B. An hourly rate that will be charged and billed with a not to exceed total of ours of labor plus a not to exceed costs of materials against which the vendor will bill actual material costs as they are incurred.
- C. Any other method that the vendor deems appropriate to present its offer to the Lake County Commissioners.



**LAKE COUNTY FORM 36  
MAY 6, 2006**

6. There will be no addendums or additions to the described service to be provided unless agreed to in writing by the county and the vendor with a specific cost identified for the additional work.
7. The vendor will select the method it deems necessary in order to provide the requested service.
8. If completion of the service requires the participation of Lake County elected officials, departments, offices, or employees, these must be identified by the offeror in the response submitted

.

**LAKE COUNTY COMMISSIONERS' CONSULTING CONTRACT**  
**WITH**

\_\_\_\_\_ (ENTER NAME ABOVE)

THIS AGREEMENT, entered into this \_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_ effective from \_\_\_\_\_ 20\_\_\_\_ to \_\_\_\_\_ 20\_\_\_\_ by and between \_\_\_\_\_, (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE (hereinafter called the "**County**").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in this contract.

2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services for the County, specifically the Consultant shall:

A. Attach a list of the services to be provided as Appendix A to this agreement

\_\_\_\_\_

OR

B. Type in the list of services :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.

4. **Compensation.** The County agrees to pay the Consultant: \_\_\_\_\_.

A. Total Contract Amount:

B. Payable over \_\_\_\_\_ months at a monthly rate of \_\_\_\_\_.

5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such charges, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall

not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regard to its operations:

- A. No person shall, on the grounds of race, color, national origin, or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
- B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion, and sex.
- C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
- D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
- E. Breach of any of the equal opportunity and/or non-discrimination provisions of the agreement remedy available to the County in respect to such breach or default.
- F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor, or other legal entity that benefits from the funds paid to the Consultant by this agreement

15. **Miscellaneous Provisions.**

- A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken, and the remaining portions enforced.
- B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the County.

16. **Information Availability.**

- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant’s business and computer operations. County hereby agrees that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

17. **Notice.** Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE  
2293 NORTH MAIN STREET  
CROWN POINT, IN 46307  
(219) 755-3200

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. **E-Verification.**

- A. IC 22-5-1.7 Chapter 1.7. Public Contract Services, Business Entities; Unauthorized Aliens.
- B. IC 22-5-1.7.2 “Contractor” As used in this chapter, “contractor” means a person that has or is attempting to enter into a public contract for services with a state agency or political subdivision.
- C. IC 22-5-1.7-3 “E-Verify program” As used in this chapter, “E-Verify program” means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV,s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control.

- D. IC 22-5-1.7-4 “Person” As used in this chapter, “person” means an individual, a corporation, a limited liability company, a partnership, or another legal entity.
- E. IC 22-5-1.7-5 “Political subdivision” As used in this chapter, “political subdivision” has the meaning set forth in IC 36-1-2-13.
- F. IC 22-5-1.7-6 “Public contract for services” As used in this chapter, “public contract for services” means any type of agreement between a state agency or a political subdivision and a contractor for the procurement of services.
- G. IC 22-5-1.7-9 “Unauthorized alien” As used in this chapter, “unauthorized alien” has the meaning set forth in 8 U.S.C. 1324a(h)(3).
- H. IC 22-5-1.7-11 Contractors with public contract for services required to use E-Verify program; business entities that receive certain grants required to use E-Verify program Sec. 11. (a) This subsection applies only to a public contract for services entered into or renewed after June 30, 2011. A state agency or political subdivision may not enter into or renew a public contract for services with a contractor unless:
- (1) the public contract contains:
    - (A) a provision requiring the contract to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program; and
    - (B) a provision that provides that a contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists; and
  - (2) the contractor signs an affidavit affirming that the contractor does not knowingly employ an unauthorized alien.
- (b) A state agency or political subdivision may not award a grant of more than one thousand dollars (\$1,000) to a business entity unless the business entity:
- (1) signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program.
  - (2) provides documentation to the state agency or political subdivision that the business entity has enrolled and is participating in the E-Verify program; and
  - (3) signs an affidavit affirming that the business entity does not knowingly employ an unauthorized alien
- I. IC 22-5-1.7-15 Certification by subcontractor. If a contractor uses a subcontractor to provide services for work the contractor is performing under a public contract for services, the subcontractor shall certify to the contractor in a manner consistent with federal law that the subcontractor, at the time of certification:

- (1) does not knowingly employ or contract with an unauthorized alien; and
- (2) has enrolled and is participating in the E-Verify program.

J. Affidavit by Contractor. By execution of this contract I swear under the penalties of perjury that my company does not knowingly employ an unauthorized alien.

**19. OSHA LANGUAGE**

As an independent contractor, the vendor accepts all responsibility for all injuries and accidents that meet the definition of “reportable” as defined by OSHA. Further, the vendor shall report to IOSHA, via a first report, and list on the contractor’s annual OSHA 300 Report, all accidents that occur while performing services for or to Lake County.

IN WITNESS WHEREOF, the parties hereto have caused this Contract consisting of six (6) pages to be executed by their duly authorized officers on the day and date indicated on page 1.

**LAKE COUNTY BOARD OF COMMISSIONERS**

**CONTRACTOR**

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
\_ SIGNED NAME - TITLE

\_\_\_\_\_  
VICE PRESIDENT

\_\_\_\_\_

\_\_\_\_\_  
, MEMBER

\_\_\_\_\_

ATTEST: LAKE COUNTY AUDITOR  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SELF INSURANCE SERVICE CONTRACT**  
**WITH**

\_\_\_\_\_ (ENTER NAME ABOVE)

THIS AGREEMENT, entered into this \_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_ effective from \_\_\_\_\_ 20\_\_\_\_ to \_\_\_\_\_ 20\_\_\_\_ by and between \_\_\_\_\_, (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE (hereinafter called the "**County**").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in this contract.

2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services for the County, specifically the Consultant shall:

A. Attach a list of the services to be provided as Appendix A to this agreement

\_\_\_\_\_

OR

B. Type in the list of services :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.

4. **Compensation.** The County agrees to pay the Consultant:

A. Total Contract Amount:

B. Payable over \_\_\_\_\_ months at a monthly rate of \_\_\_\_\_.



5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such charges, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
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11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
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  - B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
  - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
  - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
  - E. Breach of any of the equal opportunity and/or non-discrimination provisions of the agreement remedy available to the County in respect to such breach or default.
  - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement
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BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE  
2293 NORTH MAIN STREET  
CROWN POINT, IN 46307  
(219) 755-3200

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. **E-Verification.**

- A. IC 22-5-1.7 Chapter 1.7. Public Contract Services, Business Entities; Unauthorized Aliens.
- B. IC 22-5-1.7.2 “Contractor” As used in this chapter, “contractor” means a person that has or is attempting to enter into a public contract for services with a state agency or political subdivision.
- C. IC 22-5-1.7-3 “E-Verify program” As used in this chapter, “E-Verify program” means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV,s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control.

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- H. IC 22-5-1.7-11 Contractors with public contract for services required to use E-Verify program; business entities that receive certain grants required to use E-Verify program Sec. 11. (a) This subsection applies only to a public contract for services entered into or renewed after June 30, 2011. A state agency or political subdivision may not enter into or renew a public contract for services with a contractor unless:
- (1) the public contract contains:
    - (A) a provision requiring the contract to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program; and
    - (B) a provision that provides that a contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists; and
  - (2) the contractor signs an affidavit affirming that the contractor does not knowingly employ an unauthorized alien.
- (b) A state agency or political subdivision may not award a grant of more than one thousand dollars (\$1,000) to a business entity unless the business entity:
- (1) signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program.
  - (2) provides documentation to the state agency or political subdivision that the business entity has enrolled and is participating in the E-Verify program; and
  - (3) signs an affidavit affirming that the business entity does not knowingly employ an unauthorized alien
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- (1) does not knowingly employ or contract with an unauthorized alien; and
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J. Affidavit by Contractor. By execution of this contract I swear under the penalties of perjury that my company does not knowingly employ an unauthorized alien.

**19. OSHA LANGUAGE**

As an independent contractor, the vendor accepts all responsibility for all injuries and accidents that meet the definition of “reportable” as defined by OSHA. Further, the vendor shall report to IOSHA, via a first report, and list on the contractor’s annual OSHA 300 Report, all accidents that occur while performing services for or to Lake County.

IN WITNESS WHEREOF, Attorney MATTHEW N. FECH on behalf of the County and the Consultant have executed this agreement as of the date first written above on page 1.

THE BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE

CONSULTANT:

\_\_\_\_\_

\_\_\_\_\_

Matthew N. Fech

**COUNTY COMMISSIONERS' CONTRACT**  
**FOR SERVICES**  
**WITH**

\_\_\_\_\_  
(ENTER NAME ABOVE)

THIS AGREEMENT, entered into this \_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_  
effective from \_\_\_\_\_ 20\_\_\_\_ to \_\_\_\_\_ 20\_\_\_\_ by and between  
\_\_\_\_\_, (hereinafter called "**Service Provider**") and the BOARD OF  
COMMISSIONERS OF THE COUNTY OF LAKE (hereinafter called the "**County**").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Service Provider.** The County agrees to engage the Service Provider and the Service Provider hereby agrees to perform the services designated in this contract.
2. **Scope of Service.** The Service Provider shall do, perform, and carry out in a good and professional manner the services for the County, specifically the Service Provider shall:

A. Attach a list of the services to be provided as Appendix A to this agreement

\_\_\_\_\_

OR

B. Type in the list of services :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **Time of Performance.** The services to be performed hereunder by the Service Provider shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.

4. **Compensation.** The County agrees to pay the Service Provider as follows:

A. Total Contract Amount:

B. Payable over \_\_\_\_\_ months at a monthly rate of \_\_\_\_\_.

5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Service Provider to be performed hereunder. Such charges, which are mutually agreed upon by and between the County and the Service Provider, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
7. **Accomplishment of Project.** The Service Provider shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
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- E. Breach of any of the equal opportunity and/or non-discrimination provisions of the agreement remedy available to the County in respect to such breach or default.
- F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Service Provider and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Service Provider by this agreement

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- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Service Provider and Service Provider's business and computer operations. County hereby agrees that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to



any person unless required by law or upon obtaining the prior written consent of Service Provider.

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BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE  
2293 NORTH MAIN STREET  
CROWN POINT, IN 46307  
(219) 755-3200

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. **E-Verification.**

- A. IC 22-5-1.7 Chapter 1.7. Public Contract Services, Business Entities; Unauthorized Aliens.
- B. IC 22-5-1.7.2 “Contractor” As used in this chapter, “contractor” means a person that has or is attempting to enter into a public contract for services with a state agency or political subdivision.
- C. IC 22-5-1.7-3 “E-Verify program” As used in this chapter, “E-Verify program” means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control.
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    - (A) a provision requiring the contract to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program; and
    - (B) a provision that provides that a contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists; and
  - (2) the contractor signs an affidavit affirming that the contractor does not knowingly employ an unauthorized alien.
- (b) A state agency or political subdivision may not award a grant of more than one thousand dollars (\$1,000) to a business entity unless the business entity:
- (1) signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program.
  - (2) provides documentation to the state agency or political subdivision that the business entity has enrolled and is participating in the E-Verify program; and
  - (3) signs an affidavit affirming that the business entity does not knowingly employ an unauthorized alien
- I. IC 22-5-1.7-15 Certification by subcontractor. If a contractor uses a subcontractor to provide services for work the contractor is performing under a public contract for services, the subcontractor shall certify to the contractor in a manner consistent with federal law that the subcontractor, at the time of certification:
- (1) does not knowingly employ or contract with an unauthorized alien; and
  - (2) has enrolled and is participating in the E-Verify program.
- J. Affidavit by Contractor. By execution of this contract I swear under the penalties of perjury that my company does not knowingly employ an unauthorized alien.

## 19. OSHA LANGUAGE

As an independent contractor, the vendor accepts all responsibility for all injuries and accidents that meet the definition of “reportable” as defined by OSHA. Further, the vendor shall report to IOSHA, via a first report, and list on the contractor’s annual OSHA 300 Report, all accidents that occur while performing services for or to Lake County.

IN WITNESS WHEREOF, the parties hereto have caused this Contract consisting of six (6) pages to be executed by their duly authorized officers on the day and date indicated on page 1.

**LAKE COUNTY BOARD OF COMMISSIONERS**

**CONTRACTOR**

\_\_\_\_\_  
, PRESIDENT

\_\_\_\_\_  
SIGNATURE & TITLE

\_\_\_\_\_  
, VICE PRESIDENT

\_\_\_\_\_

\_\_\_\_\_  
, MEMBER

\_\_\_\_\_  
VENDOR NAME

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
LAKE COUNTY AUDITOR

**ANNUAL SERVICE PROVIDER CONTRACT**

**WITH**

\_\_\_\_\_  
(ENTER NAME ABOVE)

**FOR**

\_\_\_\_\_  
**SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between \_\_\_\_\_, (hereinafter called "Service Provider") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE (hereinafter called the "County") is effective from the 1st day of August, 2020(the "Anniversary Date") and will annually renew on this anniversary date unless terminated in accordance with Section 6 of this agreement.

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Service Provider.** The County agrees to engage the Service Provider and the Service Provider hereby agrees to perform the \_\_\_\_\_ services designated in this contract as evidenced by the attached offer from the Service Provider which is incorporated as part of this contract.
2. **Scope of Service.** The Service Provider shall do, perform, and carry out in a good and professional manner the following services
  - A. Must provide Union/Prevailing Wage
  - B. 24/7 availability is required
  - C. Provide only Journeyman for all services unless otherwise requested.
  - D. Dedicate at least one Journeyman to Lake county sites.
  - E. Have a single phone number to place a service request (24/7)
  - F. Responding service provider must call back within 20 minutes
  - G. Required to be onsite within 2 hours of initial request
  - H. Required to have no less than two journeyman available.
3. **Time of Performance.** The services to be performed hereunder by the Service Provider shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The compensation to be paid by the County to the Service Provider is detailed in the attached Addendum I. Annually, before the anniversary date the Service Provider shall submit to the County its proposed new fee schedule which will

**go into effect when approved by the Board of County Commissioners at its public meeting.**

5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Service Provider to be performed hereunder. Such charges, which are mutually agreed upon by and between the County and the Service Provider, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination.
7. **Accomplishment of Project.** The Service Provider shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Service Provider.
12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Service Provider constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Service Provider, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Service Provider represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Service Provider or under his

supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

14. **Equal Opportunity and Affirmative Action.** The Service Provider agrees by the execution of this contract that in regard to its operations:

- A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
- B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
- C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
- D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
- E. Breach of any of the equal opportunity and/or non-discrimination provisions of the agreement remedy available to the County in respect to such breach or default.
- F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Service Provider and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Service Provider by this agreement

15. **Miscellaneous Provisions.**

- A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken, and the remaining portions enforced.
- B. Service Provider may not subcontract any part of the work covered herein without the prior written consent of the County.

16. **Information Availability.**

- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.

B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Service Provider and Service Provider's business and computer operations. County hereby agrees that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Service Provider.

17. **Notice.** Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE  
2293 NORTH MAIN STREET  
CROWN POINT, IN 46307  
(219) 755-3200

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. **E-Verification.**

- A. IC 22-5-1.7 Chapter 1.7. Public Contract Services, Business Entities; Unauthorized Aliens.
- B. IC 22-5-1.7.2 "Contractor" As used in this chapter, "contractor" means a person that has or is attempting to enter into a public contract for services with a state agency or political subdivision.
- C. IC 22-5-1.7-3 "E-Verify program" As used in this chapter, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control.
- D. IC 22-5-1.7-4 "Person" As used in this chapter, "person" means an individual, a corporation, a limited liability company, a partnership, or another legal entity.
- E. IC 22-5-1.7-5 "Political subdivision" As used in this chapter, "political subdivision" has the meaning set forth in IC 36-1-2-13.

- F. IC 22-5-1.7-6 “Public contract for services” As used in this chapter, “public contract for services” means any type of agreement between a state agency or a political subdivision and a contractor for the procurement of services.
- G. IC 22-5-1.7-9 “Unauthorized alien” As used in this chapter, “unauthorized alien” has the meaning set forth in 8 U.S.C. 1324a(h)(3).
- H. IC 22-5-1.7-11 Contractors with public contract for services required to use E-Verify program; business entities that receive certain grants required to use E-Verify program Sec. 11. (a) This subsection applies only to a public contract for services entered into or renewed after June 30, 2011. A state agency or political subdivision may not enter into or renew a public contract for services with a contractor unless:
- (1) the public contract contains:
    - (A) a provision requiring the contract to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program; and
    - (B) a provision that provides that a contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists; and
  - (2) the contractor signs an affidavit affirming that the contractor does not knowingly employ an unauthorized alien.
- (b) A state agency or political subdivision may not award a grant of more than one thousand dollars (\$1,000) to a business entity unless the business entity:
- (1) signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program.
  - (2) provides documentation to the state agency or political subdivision that the business entity has enrolled and is participating in the E-Verify program; and
  - (3) signs an affidavit affirming that the business entity does not knowingly employ an unauthorized alien
- I. IC 22-5-1.7-15 Certification by subcontractor. If a contractor uses a subcontractor to provide services for work the contractor is performing under a public contract for services, the subcontractor shall certify to the contractor in a manner consistent with federal law that the subcontractor, at the time of certification:
- (1) does not knowingly employ or contract with an unauthorized alien; and
  - (2) has enrolled and is participating in the E-Verify program.
- J. Affidavit by Contractor. By execution of this contract I swear under the penalties of perjury that my company does not knowingly employ an unauthorized alien.



19. **OSHA LANGUAGE**

As an independent contractor, the vendor accepts all responsibility for all injuries and accidents that meet the definition of “reportable” as defined by OSHA. Further, the vendor shall report to IOSHA, via a first report, and list on the contractor’s annual OSHA 300 Report, all accidents that occur while performing services for or to Lake County.

20. **RESPONSIBLE BIDDER AND GOVERNMENT CONSTRUCTION PROJECTS**

The service provider is familiar with and agrees follow the Lake County Responsible Bidder Ordinance (Ord. 1342A passed on 12-21-2011) and the Lake County Government Construction Projects Ordinance (Ord. 1391B-1, passed on 5-9-2017) during the performance of this contract and abide by the applicable provisions in its operations.

IN WITNESS WHEREOF, the county and the service provider have executed this agreement as of the date first written above on page 1.

**LAKE COUNTY BOARD OF COMMISSIONERS**

**SERVICE PROVIDER**

\_\_\_\_\_  
, PRESIDENT

\_\_\_\_\_  
PRINTED NAME - TITLE

\_\_\_\_\_  
, VICE PRESIDENT

\_\_\_\_\_

\_\_\_\_\_  
, MEMBER

\_\_\_\_\_  
CITY, STATE, ZIP CODE

ATTEST: LAKE COUNTY

\_\_\_\_\_

AUDITOR \_\_\_\_\_

EMAIL

\_\_\_\_\_

**LAKE COUNTY FORM 56  
MAY 6, 2020**

**JOB TICKET: CONTRACTED PLUMBING, ELECTRICAL, OR HVAC**

VENDOR \_\_\_\_\_

VENDOR REPRESENTATIVE ON SITE: \_\_\_\_\_

LOCATION WORK PERFORMED: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

\_\_\_\_\_

START DATE: \_\_\_\_\_

ESTIMATED COMPLETION DATE: \_\_\_\_\_

WORK AUTHORIZED BY: \_\_\_\_\_ DATE AND TIME AUTHORIZED: \_\_\_\_\_

(Must Sign)

**TO BE COMPLETED BY COMPANY REPRESENTATIVE BEFORE LEAVING JOB SITE**

**LABOR**

<u>EMPLOYEE NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>

**TOTAL LABOR**

\$ \_\_\_\_\_

**MATERIAL**

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>PRICE</u>	<u>PERCENT MARKUP</u>	<u>AMOUNT</u>

**TOTAL MATERIAL**

\$ \_\_\_\_\_

**OTHER CHARGES**

<u>TYPE</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>

**TOTAL OTHER CHARGES**

\$ \_\_\_\_\_

**TOTAL JOB COST**

\$ \_\_\_\_\_

VENDOR REPRESENTATIVE SIGNATURE: \_\_\_\_\_

COUNTY INSPECTOR OF FINAL WORK: \_\_\_\_\_

(Must Sign)

DATE AND TIME INSPECTED: \_\_\_\_\_

CONTRACT # \_\_\_\_\_

**NON EMERGENCY REPAIRS LESS THAN \$5,000**

**PROJECT NAME:** \_\_\_\_\_

This CONTRACT is entered into by \_\_\_\_\_ (“Contractor”) and the Lake County Board of Commissioners, (“Board”).

In consideration of the mutual promises, the Board and the Contractor agree as follows:

**I. PUBLIC WORK PURCHASING METHOD**

The purchasing authority is identified by an “x” below:

Method Code	Statute	Brief Description
<input type="checkbox"/> PW 8	IC 36-1-12-4.9	Public Work less than \$2500 for which a minimum of one quote is needed
<input type="checkbox"/> PW 9	IC 36-1-12-4.9	Public Work \$2500 But less than \$5,000 for which a minimum of two quotes are needed

**III.**

**CONTRACT PRICE** The total contract price is \_\_\_\_\_ Dollars and \_\_\_ Cents (\$ \_\_\_\_\_) payable from the \_\_\_\_\_ budget.

**III. CONTACT PERSONS:** The Board’s representative is Delvert Cole and the Contractor’s representative is \_\_\_\_\_.

**IV. START DATE:** The date the contract is signed, and the purchase order is issued.

**V. SCOPE OF WORK INCLUDES:** The plans and specifications and quotes submitted.

**VI. IN CORPORATION BY REFERENCE:** All of the terms contained in Indiana Statutes for public works applicable to this scope of work are incorporated by reference.

**VII. Worker’s Compensation Insurance.**

- a.  The Contractor shall carry Worker’s Compensation Insurance on its employees and require that there be carried Worker’s Compensation Insurance for all the employees and its subcontractors consistent with IC 22-3 and/or any subsequently enacted applicable statute.
- b.  The Worker’s Compensation Insurance shall be effective for acts occurring during the entire life of this contract.

**VII. Public Liability and Property Damage Insurance.**

- a. The Contractor shall carry public liability and property damage insurance in amounts as outlined below by the "x":
- Seven hundred thousand dollars (\$700,000) for the death or injury to one (1) person in anyone (1) occurrence and five million dollars (\$5,000,000) for injury to or death of all persons in the occurrence as required by IC 34-13-3-4
  - provide public liability and property damage insurance in the amount of One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the general aggregate.
- b. The Board, Lake Board offices and their elected officials, Lake Board Departments, and Lake Board employees shall be named as an additional insured and be fully protected.

The parties hereto have caused this Contract consisting of two (2) pages to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**LAKE COUNTY BOARD OF COMMISSIONERS**

**CONTRACTOR**

\_\_\_\_\_  
ADMINISTRATOR TO COMMISSIONERS

\_\_\_\_\_  
PRINTED NAME AND SIGNATURE

**LAKE COUNTY FORM 58  
MAY 6, 020**

**CONTRACT FOR OTHER CRAFTS IN AN EMERGENCY**

VENDOR \_\_\_\_\_

VENDOR REPRESENTATIVE ON SITE: \_\_\_\_\_

LOCATION WORK PERFORMED: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

START DATE: \_\_\_\_\_ ESTIMATED COMPLETION DATE: \_\_\_\_\_

WORK AUTHORIZED BY: \_\_\_\_\_ DATE AND TIME AUTHORIZED: \_\_\_\_\_  
 (Must Sign)

**TO BE COMPLETED BY COMPANY REPRESENTATIVE BEFORE LEAVING JOB SITE**

**LABOR**

<u>EMPLOYEE NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>

TOTAL LABOR \$ \_\_\_\_\_

**MATERIAL**

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>PRICE</u>	<u>PERCENT MARKUP</u>	<u>AMOUNT</u>

TOTAL MATERIAL \$ \_\_\_\_\_

**OTHER CHARGES**

<u>TYPE</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>

TOTAL OTHER CHARGES \$ \_\_\_\_\_

**TOTAL JOB COST** \$ \_\_\_\_\_

VENDOR REPRESENTATIVE SIGNATURE: \_\_\_\_\_

COUNTY INSPECTOR OF FINAL WORK: \_\_\_\_\_  
 (Must Sign)

DATE AND TIME INSPECTED: \_\_\_\_\_

CONTRACT # \_\_\_\_\_

**NON EMERGENCY REPAIRS \$5,000 BUT LESS THAN \$50,000**

**PROJECT NAME:** \_\_\_\_\_

**AMOUNT:** \_\_\_\_\_

This CONTRACT is made and entered into by and between \_\_\_\_\_,  
a Corporation hereinafter referred to as the "Contractor" and the Lake County Board of  
Commissioners, hereinafter referred to as the "Board".

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Board and the  
Contractor do hereby mutually agree as follows:

I. **PUBLIC WORK PURCHASING METHOD**

A. This is a public work project governed by IC 36-2-12-1 through IC 36-1-12-24.

B. The purchasing authority is identified by an "x" below:

Method	Code	Statute	Brief Description
--------	------	---------	-------------------

<input type="checkbox"/>		IC 36-1-12-5(b)	Less than \$50,000: Commissioner Staff Obtains 3 quotes and submits to Board at Public Meeting For action
	PW16		

II. **TOTAL CONTRACT PRICE**

A. For the delivery of the services rendered by the Contractor, the Board shall pay to the  
Contractor the sum of \_\_\_\_\_ DOLLARS  
AND \_\_\_/100THS (\$\_\_\_\_\_).

B. The source of funds for payment under this Contract is \_\_\_\_\_

III. **CONTACT PERSONS FOR THIS PROJECT**

A. **Board's Representative**

Name:  
Address:  
Telephone:  
Email:

B. **Contractor's Representative**

Name:  
Address:  
Telephone:  
Email:

IV. **EXECUTION AND START DATES**

A. **Execution Date:** This contract is executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

B. **Start Date:** The date that the Contractor can commence the work under this contract is the date that all the following items **indicated by an "x"** are on file with the Lake Board Auditor who will then inform the Contractor and the Board of compliance. After being notified, the written notice to proceed required by statute shall be issued by the Board's representative.

1. **Payment Bond:**

No payment bond is required since the total contract price is two hundred thousand dollars (\$200,000) or less and the Board elected not to require a payment bond.

2. **Performance Bond**

a.  The Contractor shall furnish the Board with a performance bond which shall be in the amount equal to the total contract price. The performance bond must specify that none of the following will discharge the surety:

1. A modification, omission, or addition to the terms and conditions of the public work contract, plans, specifications, drawings, or profile.
2. A defect in the public work contract; or
3. A defect in the proceedings preliminary to the letting and awarding of the public work contract and.
4. Actions against a surety on a performance bond must be brought within one (1) year after the date of the Board's final settlement with the Contractor as the surety on the performance bond will be released one (1) year after the date of the Board's final settlement with the Contractor.

b.  No performance bond is required since the total contract price is Two Hundred thousand dollars (\$200,000) or less and the Board elected not to require a performance bond.

3. **Worker's Compensation Insurance.**

- a.  The Contractor shall carry Worker's Compensation Insurance on its employees and require that there be carried Worker's Compensation Insurance for all the employees and its subcontractors consistent with IC 22-3 and/or any subsequently enacted applicable statute.
- b.  The Worker's Compensation Insurance shall be effective for acts occurring during the entire life of this contract.

4. **Public Liability and Property Damage Insurance.**

- a. The Contractor shall carry public liability and property damage insurance in amounts as outlined below by the "x":
  - Seven hundred thousand dollars (\$700,000) for the death or injury to one (1) person in anyone (1) occurrence and five million dollars (\$5,000,000) for injury to or death of all persons in the occurrence as required by IC 34-13-3-4
  - provide public liability and property damage insurance in the amount of One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the general aggregate.
- b. The Board, Lake Board offices and their elected officials, Lake Board Departments, and Lake Board employees shall be named as an additional insured and be fully protected.

v. **SEVEN DOCUMENTS THAT ARE INCORPORATED AS PART OF THIS CONTRACT BY REFERENCE**

- A. The **plans and specifications** prepared for this project and approved by the Lake County Board of Commissioners at a public meeting.
  - 1. If the cost of the project is more than one hundred thousand dollars (\$100,000), the plans and specifications must be approved by an architect or engineer licensed under [IC 25-4](#) or [IC 25-31](#).
  - 2. All plans and specifications for public buildings must be approved by the state department of health, the division of fire and building safety, and any other state agencies designated by any statute.
- B. The **provisions** enumerated in **Board Form 16**, the Board of Commissioners, Board of Lake Specifications for the Return of Bids for Public Construction.



- C. The **bid, quote, or proposal** submitted by the Contractor.
- D. The **letter of recommendation** submitted by the Board's representative identified in Paragraph III(A) above.
- E. All the **applicable provisions** of IC 36-1-12-1 to 24.
- F. **All provisions of State Law** applicable to the Board and/or governmental entity or entities which is/are a party to this Contract are incorporated by reference as a part of this contract.
- G. The provisions enumerated in **Board Form 1**, General Instructions to Bidder.

VI. **SCOPE OF WORK**

- A. The Contractor shall provide the project services in accordance with the following:
  - 1. The approved plans and specifications, and any modifications or addenda thereof.
  - 2. The terms that are contained in any permits obtained.
  - 3. The contents of the Contractor's bid/response and any supplemental responses, and subsequent negotiations arising therefrom which are all incorporated herein by reference.
  - 4. The provisions of all State of Indiana Business and Construction codes contained in statues and/or regulations issued by the appropriate State of Indiana Department.
- B. Where there is an inconsistency between any term in the above, the term that is most beneficial to the Board shall control.
- C. The Contractor shall comply with all plans, specifications, terms and conditions of this Contract. Deviation from the plans, specifications, terms or conditions shall be a basis for the immediate cease and desist notice of the unauthorized activity issued by the Board or the Board's representative. Work shall stop until the matter is resolved.
- D. The Contractor shall identify and comply with all health, safety, environmental, zoning and other laws relevant to the performance of the work to be performed.

VII. **PROGRESS REPORTING**

- A. The Contractor shall submit to the Board's representative a construction progress report every other week or as agreed upon.

- B. The Board's representative shall review the report, discuss with the Contractor's representative any problem areas, and keep the Board informed of the status through submission of the Board's representative's own periodic written progress reports to the Board.
- C. Information and documents that are the property of the Board shall be made available in accordance with Indiana Open Records Law.
- D. The Board recognizes and acknowledges that in the course of performing the services provided by the Contractor the Board may have access to certain confidential or proprietary information of the Contractor about the Contractor's business. The Board agrees that at no time during or after performance of this contract shall the Board disclose any confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of the Contractor.

VIII. **PAYMENT FOR WORK PERFORMED**

- A. Billing for the services rendered under this contract shall be in the form and manner prescribed by the State of Indiana and the Board.
- B. No payment shall be made to the Contractor until:
  - 1. The Contractor has filed with the Board a waiver of lien and verified statement that all expenses incurred for subcontractors, material suppliers, laborers, and those furnishing services have been paid in full for the work covered by the payment request.
  - 2. The Contractor shall use the claim form required by the State Board of Accounts but is encouraged to use in its application and certificate for payment a format that provides information on the following:
    - a. The original contract sum.
    - b. The net change to date through change orders.
    - c. The total contract sum with change orders.
    - d. The total completed to date.
    - e. The retainage to date on completed work and stored materials.
    - f. The total earned to date less retainage.
    - g. The total less previous certificates for payment.
    - h. The current payment due.
    - i. The balance to finish plus retainage.
    - j. A change order summary indicating additions and deductions approved in previous submissions by the owner.
    - k. A Contractor's affidavit which specifically lists the Contractor's names and those of subcontractors and the nature of their subcontract work

illustrating the contract price, the amount already paid, the amount covered by their waiver and the balance yet due.

3. The Board's representative who is directly responsible for the project and who can verify the accuracy of the payment request has filed with the Board a written report certifying that the work performed by the Contractor required under this contract and covered by the payment request has been completed and payment is due.
- C. Any change order up to 10% of the amount of the original contract can be approved by the licensed architect or engineer assigned to the public work project or if there is none then by the Lake Board Building Superintendent.
- D. Should there be a dispute regarding any invoice or payment, the party raising the dispute shall notify the other party upon discovery of the reason. Payment of any invoice shall not be a waiver of any right associated with a dispute and with the invoice or payment, and any future payment may be modified accordingly to rectify any discovered discrepancy.
- E. Approval of and payment of claims is governed by Lake Board Council ordinance which permits the claim payment by the Auditor before Board allowance at a public meeting
- F. By execution of this Contract the Lake County Board of Commissioners or Lake Board is not agreeing to use funds other than the funds in the budget designated for this project. The sources are restricted to those funds which have been appropriated for this purpose by the Lake Board Council as applicable and approved by the Department of Local Government Finance, the State Board of Accounts and/or the Department of Local Government Finance, as applicable. In this regard this Contract may be terminated, in whole or in part, when the Lake Board Auditor makes a written determination that the funds are not appropriated or otherwise available to support continuation of performance. Such determination shall be final and conclusive. Notice shall be given to the Contractor as soon as the Board is aware of such a situation. However, the Board will make good faith efforts to provide funding for this Contract, and if such funding is available and appropriated, the Board shall fulfill its financial obligation, subject to all this contract's terms and condition

IX. **RETAINAGE**

Although the contract is for two hundred thousand dollars (\$200,000) or less, the retainage required for this contract is that identified by an "x" as follows:

LAKE COUNTY FORM 59  
MAY 6, 2020

Withhold \_\_\_\_\_% of all work satisfactorily completed until the public work is fifty percent (50%) completed (This can be no more than ten percent (10%) nor less than six percent (6%); or

Withhold \_\_\_\_\_% of all work satisfactorily completed until the public work is substantially completed (This can be no more than five percent (5%) nor less than three percent (3%).

If upon substantial completion of the public work minor items remain uncompleted, an amount equal to two hundred percent (200%) of the value of each item as determined by the architect-engineer shall be withheld until the item is completed. Required warranties begin not later than the date of substantial completion.

No retainage required.

X. **CHANGE ORDERS**

- A. If it becomes necessary to change or alter the original specifications, a change order may be issued to add, delete, or change an item or items in the original contract. The change order becomes an addendum to the contract and must be approved and signed by the Board and the Contractor.
- B. If a licensed architect or engineer is assigned to the public work project but not as the Board's representative, the change order must be prepared and recommended by that person. If there's no such person, then the change order responsibility is assigned to the Board's representative.
- C. A change order may not be issued before commencement of the actual construction, reconstruction, or repair except in the case of an emergency. Should this occur, the Board must make a declaration and must show the nature of the emergency in the Board's minutes.
- D. The total of all change orders issued that increase the scope of the project may not exceed twenty percent (20%) of the amount of the original contract. A change order issued because of circumstances that could not have been reasonably foreseen does not increase the scope of the project.
- E. All change orders must be directly related to the original public work project.

XI. **DISPUTE RESOLUTION:**

- A. The intent of the parties is to settle all disputes if they arise through the dispute resolution procedure outlined in this section.
- B. However, one party feels that there is a default in any of the contract's terms and conditions and does not feel that the procedure in this section meets its action requirements, then the party complaining of a default shall notify the other party in writing of the complaint, and the other party shall have ten (10) days from the date of receipt of the written notification in which to cure the purported default.
- C. Only after the expiration of the ten (10) day period described herein may the parties resort to legal proceedings to enforce any of the terms and conditions of this Contract or to collect damages in a court of competent jurisdiction.
- D. The preferred procedure for the settlement of disputes is as follows:

**Step One:** The parties shall first attempt to resolve any dispute under this contract through a joint meeting of the Board's representative and the Contractor's representative. Any contract reached by these two parties if then approved by the Board and the Contractor is the final resolution of the dispute.

**Step Two:** If there is no resolution under Step One, the Board and Contractor shall then attempt to resolve the dispute. If successful, this is the final resolution of the dispute.

**Step Three:** If there is no resolution under Step Two, the parties shall then initiate pre-suit mediation. Rule 8- Optional Early Mediation in the Rules for Alternative Dispute Resolution of Indiana Rules of Court shall apply. Any contract between the Board and the Contractor during pre-suit mediation is the final resolution at the dispute.

**Step Four:** Litigation in a court of competent jurisdiction in Lake Board, Indiana.

XII. **ASSIGNMENT OF THE CONTRACT**

The Contract shall not be assigned, except with the prior written consent of the Board. The Board's consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract.

XIII. **PENALTIES FOR FAILURE TO COMPLETE THE WORK AS SCHEDULED**

- A. The project shall be completed by\_\_\_\_\_.

- B. If additional time is required, the Contractor shall submit a written request and the Board shall grant an extension taking into account the need for the project and the reason for the delay.

XIV. **CHOICE OF LAW**

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit must be brought in Lake Board, State of Indiana.

XV. **INSURANCE/SECURITY/INDEMNITY**

- A. The Contractor shall maintain during the term of the Contract the forms of payment bond, performance bond, irrevocable letter of credit, workers compensation insurance and public liability insurance identified in Section IV on Pages 2-4 of this contract.
- B. The Contractor agrees to indemnify and hold harmless Lake Board, Lake County Board of Commissioners, Lake Board's elected offices, Lake Board's elected officials, Lake Board's governmental departments, and all Lake Board employees against all actions, claims or demands for damages of any kind whatsoever, known or unknown, which may in any way be caused by the negligent acts of the Contractor, its employees, its agents or any of its subcontractors, material suppliers and anyone including but not limited to the negligent digging up of streets, alleys or public providing a service to the Contractor and by improper care of trees and shrubbery, or which may result from the default, carelessness or negligence of the Contractor, its agents, employees or workers under its control or direction in the performance of the work described herein, and shall refund and reimburse to the Lake County Board of Commissioners all sums which it may be obligated or adjudged to pay on any such claims or demands immediately upon such determination including any attorney fees incurred by the Board's representative or any of those to be indemnified listed above.

XVI. **FINAL PAYMENT REQUIREMENTS**

- A. The Board shall withhold final payment to the Contractor until the Contractor has paid the subcontractors, material suppliers, laborers, and those furnishing services or until a waiver or release of liens for all these have been filed with the Board. However, if there is not a sufficient sum owed to the Contractor to pay those bills, the sum owed to the Contractor shall be prorated in payment of the bills among the claimants entitled to payment.
- B. To receive payment a subcontractor, material supplier, laborer, or person furnishing services must file a claim with the Board not later than sixty (60) days after that party performed its last labor, furnished its last material, or performed its last service. . If there is no dispute among the claimants, the Board pay the claim from the money due the Contractor and deduct the amount of the claims from the contract price. The Board shall take a receipt for each payment made on a claim.

- C. If there is a dispute among the claimants, the Board shall retain sufficient money to pay the claims until the dispute is settled and the correct amount is determined. However, the Board may make a final and complete settlement with the Contractor after thirty (30) days after the date of the completion and acceptance of the public work if the Contractor has materially fulfilled all its obligations under the public works contract and no claims are pending.
- D. The Board or escrow agent shall pay the Contractor within sixty-one (61) days after the date of substantial completion, subject to the protections for subcontractors, laborers, or suppliers and other providing services to the Contractor. Payment by the escrow agent shall include all escrowed principal and escrowed income. If within sixty-one (61) days after the date of substantial completion there remain uncompleted minor items, an amount equal to two hundred percent (200%) of the value of each item as determined by the Board's representative shall be withheld until the item is completed. Required warranties begin not later than the date of substantial completion.

XVII. **EQUAL OPPORTUNITY**

The Contractor agrees by the execution of this contract that regarding its operations:

- A. Pursuant to Indiana Statute and Board policy, Contractor and any of its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, gender, sexual orientation, gender identification, genetic identification (including family medical history), age, marital status, national origin, disability, political affiliation, veteran status, or any other trait or characteristic protected by law. Breach of this covenant may be regarded as a material breach of contract.
- B. This contract by the Board for public work must conform to [IC 5-16-13](#) and the antidiscrimination provisions of [IC 5-16-6](#). The Board may consider a violation of [IC 5-16-6](#) a material breach of the contract, as provided in [IC 22-9-1-10](#).
- C. The provisions of all Federal Civil Rights laws and the Indiana Civil rights laws as applicable are incorporated by reference as part of this Contract.
- D. Breach of any of the equal opportunity and/or the nondiscrimination provisions of the Contract may be regarded as a material breach of the Contract.
- E. Where applicable, nondiscriminatory clauses and equal opportunity clauses shall be made a part of any contract, contract or lease between Contractor and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to Contractor by the Board under this contract.

XVIII. **BOARD'S WOMEN'S BUSINESS ENTERPRISE AND MINORITY BUSINESS ENTERPRISE GOALS**

- A. **Employment** – The Contractor shall have a goal of 34% for minority work force participation (as a percentage of the total number of employees or the total number of hours worked on the project, whichever is greater) and 6.9% for work force participation by women (as a percentage of the total number of employees or the total number of hours worked on the project, whichever is greater), if available.
- B. **Subcontractors and Suppliers** – A goal of thirteen percent (13%) for MBE participation and two percent (2%) for WBE participation (as percentage of the total contract amount) is hereby set for the project.
- C. **Indiana Plan**- the Contract shall integrate into its hiring to the extent permissible by its size and workload a number of new hires that are enrolled in the Indiana Plan.

XIX. **LIMITATION OF AUTHORITY**

The Contractor has no authority to obligate the Board on any contract or contract of any kind, character or nature, nor for any expense, except as otherwise delineated in this Contract.

XX. **PERSONNEL/INDEPENDENT CONTRACTOR**

The Contractor relationship shall be that of an independent Contractor. The BOARD shall not withhold any payroll taxes; federal, state or local taxes; or Social Security payments from any sum paid to the Contractor hereunder. The Board shall not be responsible for payment of any health, life, or any other insurance or benefit for or on behalf of the Contractor under this contract, and the Board shall not obtain worker's compensation insurance on behalf of the Contractor or the employees of the Contractor. The Contractor shall exercise control over the means and manner by which any work requested under this contract is performed and shall provide its own equipment and tools and, in all respects, the Contractor's relationship to the Board shall be that of an independent Contractor and not an employee. Liability for injuries sustained by persons using the services of the Contractor in the performance of its duties under this contract shall be the sole responsibility of the Contractor.

XXI. **SUBSTANTIAL COMPLETION**

- A. This Contract shall be deemed to be substantially completed when fully performed enough for the owner's use according to its terms and conditions and any modification thereof.



- B. The Board or escrow agent shall pay the Contractor within sixty-one (61) days after the date of substantial completion, subject to the retention of funds to pay claims filed by laborers, subcontractors

XXII. **WAIVER OF RIGHTS**

No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused, unless such waiver or breach shall be waived in writing and signed by the party claimed to have waived the right or excused the breach.

XXIII. **E-VERIFICATION**

- A. The Contractor is required to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program if the program is in operation; and
- B. The Contractor hereby affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien.

XXIV. **MISCELLANEOUS PROVISIONS**

- A. This Contract represents the entire understanding between the parties, and modifications of this Contract shall not be effective unless reduced to writing and signed by both parties.
- B. In the event any portion or portions of this Contract are found to be void or voidable portions, these portions shall be stricken, and the remaining portions enforced.
- C. If the cost of this public works contract is at least one hundred fifty thousand dollars (\$150,000.00) then the provisions of [IC 4-13-18](#), regarding drug testing of the Contractor's and any subcontractor's employees applies.
- D. If this project is for One Hundred Thousand Dollars (\$100,000) or more, the Board must, within sixty (60) days after the completion of the public work project, file in the division of fire and building safety a complete set of final record drawings for the public work project. The Contractor will provide to the Board any documents in Contractor's possession that are necessary for the Board to comply.
- E. The Contractor warrants and certifies that the Contractor is not disqualified because it is a Contractor dealing with the Government of Iran as that phrase is defined in Federal Statute.
- F. During the time that the work is in progress the Contractor shall make every effort to maintain the site in a neat and orderly condition. All refuse, broken pipe, excess fill material, cribbing, and other debris shall be removed as soon as practicable. Should the work not be maintained in a satisfactory condition, the Board or the Board's

representative may cause the work to stop until the "clean-up" portion of the work has been done to the Board's satisfaction. The work will not be considered complete and the final payment certificate issued until all rubbish, unused material or equipment due to or connected with the project is removed and the premises left in a condition satisfactory to the Board or the Board's representative.

XXV. **REQUIRED PREQUALIFICATION STATUS**

- A. Only Contractors who have been prequalified are eligible for public work construction projects more than \$150,000.00.
- B. The Contractor warrants and guarantees that if the amount of this contract is \$150,000.00 or more the Contractor will maintain in force and effect all the conditions necessary for prequalification until this project is completed.

XXVI. **WAGE SCALE OR WAGE SCHEDULE**

- A. Unless Federal or State Law provides otherwise a public agency in accordance with IC 5-16-7.2-5 may not: (1) establish; (2) mandate; or (3) otherwise require a wage scale or wage schedule for a public works contract awarded by the public agency.
- B. A contractor and subcontractor of any tier must be in compliance with the federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201-209) and Ind. Code §22-2-2-1 through Ind. Code §22-2-2-8 (Indiana Minimum Wage Requirements).

XXVII. **UNEMPLOYMENT COMPENSATION COMPLIANCE**

A contractor and subcontractor of any tier must be in compliance with Ind. Code 22-4-1 through Ind. Code 22-4-39.5 (Unemployment Compensation Requirements).

XXVIII. **TRAINING PROGRAMS**

In accordance with IC 5-16-13-12(a), (b) and (c), a contractor that employs ten (10) or more employees must provide access to a training program applicable to the tasks to be performed in the normal course of the employee's employment with the contractor through:

- a. An apprenticeship program.
- b. A program offered by Ivy Tech Community College or Vincennes University.
- c. A program established by or for the contractor'
- d. A program offered by an entity sponsored by the United States Department of Labor, Bureau of Apprenticeship and Training.

- e. A program that results in the award of an industry recognized portable certification?
- f. A program approved by the United States Department of Transportation; or
- g. A program approved by the Indiana Department of Transportation.

XXIX. **APPRENTICESHIP PROGRAMS**

In accordance with IC 5-16-13-12(d), each prime contractor or subcontractor of any tier that employs fifty (50) or more journeymen shall participate in an apprenticeship or training program that meets the standards established by or has been approved by any of the following:

- a. United States Department of Labor.
- b. Bureau of Apprenticeship and Training.
- c. The Indiana Department of Labor.
- d. The United States Department of Transportation Federal Highway Administration; or
- e. The Indiana Department of Transportation.

XXX. **STATE QUALIFICATION REQUIREMENTS**

In accordance with IC 5-16-13-10(c), a contractor and subcontractor of any tier must be qualified under either of the following: Ind. Code 4-13.6-4 or Ind. Code 8-23-10 (State Public Works Projects Qualification).

XXXI. **PAYROLL RECORDS RETAINED**

All contractors and subcontractors of any tier must preserve payroll and related records for a period of three (3) years after completion of the project work and leave such records open to inspection by the Department of Workforce Development. IC 5-16-13-13

XXXII. **RETROACTIVITY**

In the event this contract is not fully executed and approved prior to the date of commencement it shall be deemed retroactive in force and effect to the date of commencement upon and after the full execution, approvals, required filing of documents with the Auditor, and any recordation required.

IN WITNESS WHEREOF, the parties hereto have caused this Contract consisting of fifteen (15) pages to be executed by their duly authorized officers on the day and date indicated in paragraph IVA on page 2 first above written.

**LAKE COUNTY BOARD OF COMMISSIONERS**

**CONTRACTOR**

\_\_\_\_\_  
, PRESIDENT

\_\_\_\_\_  
PRINTED NAME & SIGNATURE

\_\_\_\_\_  
VICE PRESIDENT

\_\_\_\_\_

\_\_\_\_\_  
, MEMBER

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
LAKE COUNTY AUDITOR

CONTRACT # \_\_\_\_\_

**NON EMERGENCY REPAIRS \$50,000 AND MORE**

**PROJECT NAME:** \_\_\_\_\_

**AMOUNT:** \_\_\_\_\_

This CONTRACT is made and entered into by and between \_\_\_\_\_,  
a Corporation hereinafter referred to as the "Contractor" and the Lake County Board of  
Commissioners, hereinafter referred to as the "Board".

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Board and the  
Contractor do hereby mutually agree as follows:

I. **PUBLIC WORK PURCHASING METHOD**

A. This is a public work project governed by IC 36-2-12-1 through IC 36-1-12-24.

B. The purchasing authority is identified by an "x" below:

Method Code	Statute	Brief Description
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<input type="checkbox"/>	PW11 IC 36-1-12-4.7	\$50,000 less than \$150,000: Board invites 3 quotes that are opened in a public meeting
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<input type="checkbox"/>	PW12 IC 36-1-12-4	At least \$150,000, Board advertises for bids which are opened in a public meeting.
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II. **TOTAL CONTRACT PRICE**

A. For the delivery of the services rendered by the Contractor, the Board shall pay to the  
Contractor the sum of \_\_\_\_\_ DOLLARS  
AND \_\_\_/100THS (\$ \_\_\_\_\_).

B. The source of funds for payment under this Contract is \_\_\_\_\_ \

III. **CONTACT PERSONS FOR THIS PROJECT**

A. **Board's Representative**

Name:  
Address:  
Telephone:  
Email:

B. **Contractor's Representative**

Name:  
Address:  
Telephone:  
Email:

IV. **EXECUTION AND START DATES**

A. **Execution Date:** This contract is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

B. **Start Date:** The date that the Contractor can commence the work under this contract is the date that all the following items **indicated by an "x"** are on file with the Lake Board Auditor who will then inform the Contractor and the Board of compliance. After being notified, the written notice to proceed required by statute shall be issued by the Board's representative.

1. **Payment Bond:**

- a.  The payment bond shall be in the amount equal to the total contract price. The payment bond must be binding on the Contractor, and its successors and assigns for the payment of all indebtedness to subcontractors, material suppliers, laborers, and those furnishing services and the payment bond must state that it is for the benefit of these parties.
- b.  The Board permits the Contractor to provide a payment bond as a series of sequential and incremental bonding in which there will be multiple or chronological payment bonds that cover specific phases, when taken, equal the total contract price. All these payment bonds need not be posted at a single time but can be posted sequentially as work in a phase is completed and released. Any single payment bond in the series will not be released until the work covered by that bond has been fully performed.
- c.  No payment bond is required since the total contract price is two hundred thousand dollars (\$200,000) or less and the Board elected not to require a payment bond.

2. **Performance Bond**

- a.  The Contractor shall furnish the Board with a performance bond which shall be in the amount equal to the total contract price. The performance bond must specify that none of the following will discharge the surety:
  - 1. A modification, omission, or addition to the terms and conditions of the public work contract, plans, specifications, drawings, or profile;
  - 2. A defect in the public work contract; or
  - 3. A defect in the proceedings preliminary to the letting and awarding of the public work contract and;

4. Actions against a surety on a performance bond must be brought within one (1) year after the date of the Board's final settlement with the Contractor as the surety on the performance bond will be released one (1) year after the date of the Board's final settlement with the Contractor.
- b.  The Board permits the Contractor to provide a performance bond equal to the total contract price as a series of sequential and incremental bonding in which there will be multiple or chronological performance bonds that, when taken, equal the total contract price. All these performance bonds need not be posted at a single time but can be posted sequentially as work in a phase is completed and released. Any single bond in the series will not be released until the work covered by that performance bond in that has been fully performed.
  - c.  No performance bond is required since the total contract price is Two Hundred thousand dollars (\$200,000) or less and the Board elected not to require a performance bond.
  - d.  **Irrevocable Letter of Credit.** For a project less than Two Hundred Fifty Thousand Dollars (\$250,000) but more than Two Hundred Thousand Dollars (\$200,000) the Board will accept from the Contractor an irrevocable letter of credit for the total amount of the contract from an Indiana financial institution approved by the Indiana Department of Financial Institutions. The irrevocable letter of credit must specify that none of the following will discharge the grantor of the irrevocable letter of credit:
    1. A modification, omission, or addition to the terms and conditions of the public work contract, plans, specifications, drawings, or profile;
    2. A defect in the public work contract; or
    3. A defect in the proceedings preliminary to the letting and awarding of the public work contract and;
    4. Actions against an Indiana Financial Institution on the irrevocable letter of credit bond must be brought within one (1) year after the date of the Board's final settlement with the Contractor as the irrevocable letter of credit will be released after that date.
3. **Worker's Compensation Insurance.**
    - a.  The Contractor shall carry Worker's Compensation Insurance on its employees and require that there be carried Worker's Compensation

Insurance for all the employees and its subcontractors consistent with IC 22-3 and/or any subsequently enacted applicable statute.

- b.  The Worker's Compensation Insurance shall be effective for acts occurring during the entire life of this contract.

4. **Public Liability and Property Damage Insurance.**

- a. The Contractor shall carry public liability and property damage insurance in amounts as outlined below by the "x":

Seven hundred thousand dollars (\$700,000) for the death or injury to one (1) person in any one (1) occurrence and five million dollars (\$5,000,000) for injury to or death of all persons in the occurrence as required by IC 34-13-3-4

provide public liability and property damage insurance in the amount of One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the general aggregate.

Provide public liability and property damage insurance in the amount as follows: \_\_\_\_\_,

- b. The Board, Lake Board offices and their elected officials, Lake Board Departments, and Lake Board employees shall be named as an additional insured and be fully protected.

v. **SEVEN DOCUMENTS THAT ARE INCORPORATED AS PART OF THIS CONTRACT BY REFERENCE**

- A. The **plans and specifications** prepared for this project and approved by the Lake County Board of Commissioners at a public meeting.

1. If the cost of the project is more than one hundred thousand dollars (\$100,000), the plans and specifications must be approved by an architect or engineer licensed under [IC 25-4](#) or [IC 25-31](#).
2. All plans and specifications for public buildings must be approved by the state department of health, the division of fire and building safety, and any other state agencies designated by any statute.

- B. The **provisions** enumerated in **Board Form 16**, the Board of Commissioners, Board of Lake Specifications for the Return of Bids for Public Construction.

- C. The **bid, quote, or proposal** submitted by the Contractor.



- D. The **letter of recommendation** submitted by the Board's representative identified in Paragraph III(A) above.
- E. All the **applicable provisions** of IC 36-1-12-1 to 24.
- F. **All provisions of State Law** applicable to the Board and/or governmental entity or entities which is/are a party to this Contract are incorporated by reference as a part of this contract.
- G. The provisions enumerated in **Board Form 1**, General Instructions to Bidder.

VI. **SCOPE OF WORK**

- A. The Contractor shall provide the project services in accordance with the following:
  - 1. The approved plans and specifications, and any modifications or addenda thereof.
  - 2. The terms that are contained in any permits obtained.
  - 3. The contents of the Contractor's bid/response and any supplemental responses, and subsequent negotiations arising therefrom which are all incorporated herein by reference.
  - 4. The provisions of all State of Indiana Business and Construction codes contained in statues and/or regulations issued by the appropriate State of Indiana Department.
- B. Where there is an inconsistency between any term in the above, the term that is most beneficial to the Board shall control.
- C. The Contractor shall comply with all plans, specifications, terms and conditions of this Contract. Deviation from the plans, specifications, terms or conditions shall be a basis for the immediate cease and desist notice of the unauthorized activity issued by the Board or the Board's representative. Work shall stop until the matter is resolved.
- D. The Contractor shall identify and comply with all health, safety, environmental, zoning and other laws relevant to the performance of the work to be performed.

VII. **PROGRESS REPORTING**

- A. The Contractor shall submit to the Board's representative a construction progress report every other week or as agreed upon.

- B. The Board's representative shall review the report, discuss with the Contractor's representative any problem areas, and keep the Board informed of the status through submission of the Board's representative's own periodic written progress reports to the Board.
- C. Information and documents that are the property of the Board shall be made available in accordance with Indiana Open Records Law.
- D. The Board recognizes and acknowledges that in the course of performing the services provided by the Contractor the Board may have access to certain confidential or proprietary information of the Contractor about the Contractor's business. The Board agrees that at no time during or after performance of this contract shall the Board disclose any confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of the Contractor.

VIII. **PAYMENT FOR WORK PERFORMED**

- A. Billing for the services rendered under this contract shall be in the form and manner prescribed by the State of Indiana and the Board.
- B. No payment shall be made to the Contractor until:
  - 1. The Contractor has filed with the Board a waiver of lien and verified statement that all expenses incurred for subcontractors, material suppliers, laborers, and those furnishing services have been paid in full for the work covered by the payment request.
  - 2. The Contractor shall use the claim form required by the State Board of Accounts but is encouraged to use in its application and certificate for payment a format that provides information on the following:
    - a. The original contract sum.
    - b. The net change to date through change orders.
    - c. The total contract sum with change orders.
    - d. The total completed to date.
    - e. The retainage to date on completed work and stored materials.
    - f. The total earned to date less retainage.
    - g. The total less previous certificates for payment.
    - h. The current payment due.
    - i. The balance to finish plus retainage.
    - j. A change order summary indicating additions and deductions approved in previous submissions by the owner.
    - k. A Contractor's affidavit which specifically lists the Contractor's names and those of subcontractors and the nature of their subcontract work illustrating the contract price, the amount already paid, the amount covered by their waiver and the balance yet due.

3. The Board's representative who is directly responsible for the project and who can verify the accuracy of the payment request has filed with the Board a written report certifying that the work performed by the Contractor required under this contract and covered by the payment request has been completed and payment is due.
- C. Any change order up to 10% of the amount of the original contract can be approved by the licensed architect or engineer assigned to the public work project or if there is none then by the Lake Board Building Superintendent.
  - D. Should there be a dispute regarding any invoice or payment, the party raising the dispute shall notify the other party upon discovery of the reason. Payment of any invoice shall not be a waiver of any right associated with a dispute and with the invoice or payment, and any future payment may be modified accordingly to rectify any discovered discrepancy.
  - E. Approval of and payment of claims is governed by Lake Board Council ordinance which permits the claim payment by the Auditor before Board allowance at a public meeting
  - F. By execution of this Contract the Lake County Board of Commissioners or Lake Board is not agreeing to use funds other than the funds in the budget designated for this project. The sources are restricted to those funds which have been appropriated for this purpose by the Lake Board Council as applicable and approved by the Department of Local Government Finance, the State Board of Accounts and/or the Department of Local Government Finance, as applicable. In this regard this Contract may be terminated, in whole or in part, when the Lake Board Auditor makes a written determination that the funds are not appropriated or otherwise available to support continuation of performance. Such determination shall be final and conclusive. Notice shall be given to the Contractor as soon as the Board is aware of such a situation. However, the Board will make good faith efforts to provide funding for this Contract, and if such funding is available and appropriated, the Board shall fulfill its financial obligation, subject to all this contract's terms and condition

IX. **RETAINAGE**

- A. By statute retainage provisions must be included in public work contracts more than two hundred thousand dollars (\$200,000) for projects other than highways, roads, streets, alleys, bridges, and appurtenant structures situated on streets, alleys, and dedicated highway rights-of-way.
  1. A Board that enters into a contract for a public work, and a Contractor who subcontracts parts of that contract, shall include in their respective contracts provisions for the retainage of portions of payments by the Board to Contractors, by Contractors to subcontractors, and for the payment of subcontractors.

2. At the discretion of the Contractor, the retainage shall be held by the Board or shall be placed in an escrow account with a bank, savings and loan institution, or the state as the escrow agent. The escrow agent shall be selected by contract between Board and Contractor or the Contractor and subcontractor in a written contract among the bank or savings and loan institution and:

- a. the Board and the Contractor; or
- b. the subcontractor and the Contractor.

3. The Board shall not be required to pay interest on the amounts of retainage that it holds under this section

4. The retainage required for this contract if the total contract sum is two hundred thousand dollars or more is that identified by an "x" as follows:

Withhold \_\_\_\_\_% of all work satisfactorily completed until the public work is fifty percent (50%) completed (This can be no more than ten percent (10%) nor less than six percent (6%); or

Withhold \_\_\_\_\_% of all work satisfactorily completed until the public work is substantially completed (This can be no more than five percent (5%) nor less than three percent (3%))

If upon substantial completion of the public work minor items remain uncompleted, an amount equal to two hundred percent (200%) of the value of each item as determined by the Board's representative shall be withheld until the item is completed. Required warranties begin not later than the date of substantial completion.

B. Although the contract is for two hundred thousand dollars (\$200,000) or less, the retainage required for this contract is that identified by an "x" as follows:

Withhold \_\_\_\_\_% of all work satisfactorily completed until the public work is fifty percent (50%) completed (This can be no more than ten percent (10%) nor less than six percent (6%); or

Withhold \_\_\_\_\_% of all work satisfactorily completed until the public work is substantially completed (This can be no more than five percent (5%) nor less than three percent (3%).

If upon substantial completion of the public work minor items remain uncompleted, an amount equal to two hundred percent (200%) of the value of each item as determined by the architect-

engineer shall be withheld until the item is completed. Required warranties begin not later than the date of substantial completion.

No retainage required.

X. **CHANGE ORDERS**

- A. If it becomes necessary to change or alter the original specifications, a change order may be issued to add, delete, or change an item or items in the original contract. The change order becomes an addendum to the contract and must be approved and signed by the Board and the Contractor.
- B. If a licensed architect or engineer is assigned to the public work project but not as the Board's representative, the change order must be prepared and recommended by that person. If there's no such person, then the change order responsibility is assigned to the Board's representative.
- C. A change order may not be issued before commencement of the actual construction, reconstruction, or repair except in the case of an emergency. Should this occur, the Board must make a declaration and must show the nature of the emergency in the Board's minutes.
- D. The total of all change orders issued that increase the scope of the project may not exceed twenty percent (20%) of the amount of the original contract. A change order issued because of circumstances that could not have been reasonably foreseen does not increase the scope of the project.
- E. All change orders must be directly related to the original public work project.

XI. **DISPUTE RESOLUTION:**

- A. The intent of the parties is to settle all disputes if they arise through the dispute resolution procedure outlined in this section.
- B. However, one party feels that there is a default in any of the contract's terms and conditions and does not feel that the procedure in this section meets its action requirements, then the party complaining of a default shall notify the other party in writing of the complaint, and the other party shall have ten (10) days from the date of receipt of the written notification in which to cure the purported default.
- C. Only after the expiration of the ten (10) day period described herein may the parties resort to legal proceedings to enforce any of the terms and conditions of this Contract or to collect damages in a court of competent jurisdiction.

D. The preferred procedure for the settlement of disputes is as follows:

**Step One:** The parties shall first attempt to resolve any dispute under this contract through a joint meeting of the Board's representative and the Contractor's representative. Any contract reached by these two parties if then approved by the Board and the Contractor is the final resolution of the dispute.

**Step Two:** If there is no resolution under Step One, the Board and Contractor shall then attempt to resolve the dispute. If successful, this is the final resolution of the dispute.

**Step Three:** If there is no resolution under Step Two, the parties shall then initiate pre-suit mediation. Rule 8- Optional Early Mediation in the Rules for Alternative Dispute Resolution of Indiana Rules of Court shall apply. Any contract between the Board and the Contractor during pre-suit mediation is the final resolution at the dispute.

**Step Four:** Litigation in a court of competent jurisdiction in Lake Board, Indiana.

XII. **ASSIGNMENT OF THE CONTRACT**

The Contract shall not be assigned, except with the prior written consent of the Board. The Board's consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract.

XIII. **PENALTIES FOR FAILURE TO COMPLETE THE WORK AS SCHEDULED**

A. The project shall be completed by\_\_\_\_\_.

B. If additional time is required, the Contractor shall submit a written request and the Board shall grant an extension taking into account the need for the project and the reason for the delay.

XIV. **CHOICE OF LAW**

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit must be brought in Lake Board, State of Indiana.

XV. **INSURANCE/SECURITY/INDEMNITY**

A. The Contractor shall maintain during the term of the Contract the forms of payment bond, performance bond, irrevocable letter of credit, workers compensation insurance and public liability insurance identified in Section IV on Pages 2-4 of this contract.

- B. The Contractor agrees to indemnify and hold harmless Lake Board, Lake County Board of Commissioners, Lake Board's elected offices, Lake Board's elected officials, Lake Board's governmental departments, and all Lake Board employees against all actions, claims or demands for damages of any kind whatsoever, known or unknown, which may in any way be caused by the negligent acts of the Contractor, its employees, its agents or any of its subcontractors, material suppliers and anyone including but not limited to the negligent digging up of streets, alleys or public providing a service to the Contractor and by improper care of trees and shrubbery, or which may result from the default, carelessness or negligence of the Contractor, its agents, employees or workers under its control or direction in the performance of the work described herein, and shall refund and reimburse to the Lake County Board of Commissioners all sums which it may be obligated or adjudged to pay on any such claims or demands immediately upon such determination including any attorney fees incurred by the Board's representative or any of those to be indemnified listed above.

XVI. **FINAL PAYMENT REQUIREMENTS**

- A. The Board shall withhold final payment to the Contractor until the Contractor has paid the subcontractors, material suppliers, laborers, and those furnishing services or until a waiver or release of liens for all these have been filed with the Board. However, if there is not a sufficient sum owed to the Contractor to pay those bills, the sum owed to the Contractor shall be prorated in payment of the bills among the claimants entitled to payment.
- B. To receive payment a subcontractor, material supplier, laborer, or person furnishing services must file a claim with the Board not later than sixty (60) days after that party performed its last labor, furnished its last material, or performed its last service. . If there is no dispute among the claimants, the Board pay the claim from the money due the Contractor and deduct the amount of the claims from the contract price. The Board shall take a receipt for each payment made on a claim.
- C. If there is a dispute among the claimants, the Board shall retain sufficient money to pay the claims until the dispute is settled and the correct amount is determined. However, the Board may make a final and complete settlement with the Contractor after thirty (30) days after the date of the completion and acceptance of the public work if the Contractor has materially fulfilled all its obligations under the public works contract and no claims are pending.
- D. The Board or escrow agent shall pay the Contractor within sixty-one (61) days after the date of substantial completion, subject to the protections for subcontractors, laborers, or suppliers and other providing services to the Contractor. Payment by the escrow agent shall include all escrowed principal and escrowed income. If within sixty-one (61) days after the date of substantial completion there remain uncompleted minor items, an amount equal to two hundred percent (200%) of the value of each item as determined by the Board's representative shall be withheld until the item is completed. Required warranties begin not later than the date of substantial completion.

XVII. **EQUAL OPPORTUNITY**

The Contractor agrees by the execution of this contract that regarding its operations:

- A. Pursuant to Indiana Statute and Board policy, Contractor and any of its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, gender, sexual orientation, gender identification, genetic identification (including family medical history), age, marital status, national origin, disability, political affiliation, veteran status, or any other trait or characteristic protected by law. Breach of this covenant may be regarded as a material breach of contract.
- B. This contract by the Board for public work must conform to [IC 5-16-13](#) and the antidiscrimination provisions of [IC 5-16-6](#). The Board may consider a violation of [IC 5-16-6](#) a material breach of the contract, as provided in [IC 22-9-1-10](#).
- C. The provisions of all Federal Civil Rights laws and the Indiana Civil rights laws as applicable are incorporated by reference as part of this Contract.
- D. Breach of any of the equal opportunity and/or the nondiscrimination provisions of the Contract may be regarded as a material breach of the Contract.
- E. Where applicable, nondiscriminatory clauses and equal opportunity clauses shall be made a part of any contract, contract or lease between Contractor and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to Contractor by the Board under this contract.

XVIII. **BOARD'S WOMEN'S BUSINESS ENTERPRISE AND MINORITY BUSINESS ENTERPRISE GOALS**

- A. **Employment** – The Contractor shall have a goal of 34% for minority work force participation (as a percentage of the total number of employees or the total number of hours worked on the project, whichever is greater) and 6.9% for work force participation by women (as a percentage of the total number of employees or the total number of hours worked on the project, whichever is greater), if available.
- B. **Subcontractors and Suppliers** – A goal of thirteen percent (13%) for MBE participation and two percent (2%) for WBE participation (as percentage of the total contract amount) is hereby set for the project.



C. **Indiana Plan**- the Contract shall integrate into its hiring to the extent permissible by its size and workload a number of new hires that are enrolled in the Indiana Plan.

XIX. **LIMITATION OF AUTHORITY**

The Contractor has no authority to obligate the Board on any contract or contract of any kind, character or nature, nor for any expense, except as otherwise delineated in this Contract.

XX. **PERSONNEL/INDEPENDENT CONTRACTOR**

The Contractor relationship shall be that of an independent Contractor. The BOARD shall not withhold any payroll taxes; federal, state or local taxes; or Social Security payments from any sum paid to the Contractor hereunder. The Board shall not be responsible for payment of any health, life, or any other insurance or benefit for or on behalf of the Contractor under this contract, and the Board shall not obtain worker's compensation insurance on behalf of the Contractor or the employees of the Contractor. The Contractor shall exercise control over the means and manner by which any work requested under this contract is performed and shall provide its own equipment and tools and, in all respects, the Contractor's relationship to the Board shall be that of an independent Contractor and not an employee. Liability for injuries sustained by persons using the services of the Contractor in the performance of its duties under this contract shall be the sole responsibility of the Contractor.

XXI. **SUBSTANTIAL COMPLETION**

- A. This Contract shall be deemed to be substantially completed when fully performed enough for the owner's use according to its terms and conditions and any modification thereof.
- B. The Board or escrow agent shall pay the Contractor within sixty-one (61) days after the date of substantial completion, subject to the retention of funds to pay claims filed by laborers, subcontractors

XXII. **WAIVER OF RIGHTS**

No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused, unless such waiver or breach shall be waived in writing and signed by the party claimed to have waived the right or excused the breach.

XXIII. **E-VERIFICATION**

- A. The Contractor is required to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program if the program is in operation; and

- B. The Contractor hereby affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien.

XXIV. **MISCELLANEOUS PROVISIONS**

- A. This Contract represents the entire understanding between the parties, and modifications of this Contract shall not be effective unless reduced to writing and signed by both parties.
- B. In the event any portion or portions of this Contract are found to be void or voidable portions, these portions shall be stricken, and the remaining portions enforced.
- C. If the cost of this public works contract is at least one hundred fifty thousand dollars (\$150,000.00) then the provisions of [IC 4-13-18](#), regarding drug testing of the Contractor's and any subcontractor's employees applies.
- D. If this project is for One Hundred Thousand Dollars (\$100,000) or more, the Board must, within sixty (60) days after the completion of the public work project, file in the division of fire and building safety a complete set of final record drawings for the public work project. The Contractor will provide to the Board any documents in Contractor's possession that are necessary for the Board to comply.
- E. The Contractor warrants and certifies that the Contractor is not disqualified because it is a Contractor dealing with the Government of Iran as that phrase is defined in Federal Statute.
- F. During the time that the work is in progress the Contractor shall make every effort to maintain the site in a neat and orderly condition. All refuse, broken pipe, excess fill material, cribbing, and other debris shall be removed as soon as practicable. Should the work not be maintained in a satisfactory condition, the Board or the Board's representative may cause the work to stop until the "clean-up" portion of the work has been done to the Board's satisfaction. The work will not be considered complete and the final payment certificate issued until all rubbish, unused material or equipment due to or connected with the project is removed and the premises left in a condition satisfactory to the Board or the Board's representative.

XXV. **REQUIRED PREQUALIFICATION STATUS**

- A. Only Contractors who have been prequalified are eligible for public work construction projects more than \$150,000.00.
- B. The Contractor warrants and guarantees that if the amount of this contract is \$150,000.00 or more the Contractor will maintain in force and effect all the conditions necessary for prequalification until this project is completed.

XXVI. **WAGE SCALE OR WAGE SCHEDULE**

- A. Unless Federal or State Law provides otherwise a public agency in accordance with IC 5-16-7.2-5 may not: (1) establish; (2) mandate; or (3) otherwise require a wage scale or wage schedule for a public works contract awarded by the public agency.
- B. A contractor and subcontractor of any tier must be in compliance with the federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201-209) and Ind. Code §22-2-2-1 through Ind. Code §22-2-2-8 (Indiana Minimum Wage Requirements).

**XXVII. UNEMPLOYMENT COMPENSATION COMPLIANCE**

- A. A contractor and subcontractor of any tier must be in compliance with Ind. Code 22-4-1 through Ind. Code 22-4-39.5 (Unemployment Compensation Requirements).

**XXVIII. TRAINING PROGRAMS**

In accordance with IC 5-16-13-12(a), (b) and (c), a contractor that employs ten (10) or more employees must provide access to a training program applicable to the tasks to be performed in the normal course of the employee's employment with the contractor through:

- a. An apprenticeship program;
- b. A program offered by Ivy Tech Community College or Vincennes University;
- c. A program established by or for the contractor'
- d. A program offered by an entity sponsored by the United States Department of Labor, Bureau of Apprenticeship and Training;
- e. A program that results in the award of an industry recognized portable certification'
- f. A program approved by the United States Department of Transportation; or
- g. A program approved by the Indiana Department of Transportation.

**XXIX. APPRENTICESHIP PROGRAMS**

In accordance with IC 5-16-13-12(d), each prime contractor or subcontractor of any tier that employs fifty (50) or more journeymen shall participate in an apprenticeship or training program that meets the standards established by or has been approved by any of the following:

- a. United States Department of Labor;
- b. Bureau of Apprenticeship and Training;
- c. The Indiana Department of Labor;
- d. The United States Department of Transportation Federal Highway Administration; or
- e. The Indiana Department of Transportation.

XXX. **STATE QUALIFICATION REQUIREMENTS**

In accordance with IC 5-16-13-10(c), a contractor and subcontractor of any tier must be qualified under either of the following: Ind. Code 4-13.6-4 or Ind. Code 8-23-10 (State Public Works Projects Qualification).

XXXI. **PAYROLL RECORDS RETAINED**

All contractors and subcontractors of any tier must preserve payroll and related records for a period of three (3) years after completion of the project work and leave such records open to inspection by the Department of Workforce Development. IC 5-16-13-13

XXXII. **RETROACTIVITY**

In the event this contract is not fully executed and approved prior to the date of commencement it shall be deemed retroactive in force and effect to the date of commencement upon and after the full execution, approvals, required filing of documents with the Auditor, and any recordation required.

IN WITNESS WHEREOF, the parties hereto have caused this Contract consisting of seventeen (17) pages to be executed by their duly authorized officers on the day and date indicated in paragraph IVA on page 2 first above written.

**LAKE COUNTY BOARD OF COMMISSIONERS**

**CONTRACTOR**

\_\_\_\_\_  
, PRESIDENT

\_\_\_\_\_  
PRINTED NAME - TITLE

\_\_\_\_\_  
VICE PRESIDENT

\_\_\_\_\_

\_\_\_\_\_  
, MEMBER

\_\_\_\_\_  
VENDOR SIGNATURE

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
LAKE COUNTY AUDITOR

**ANNUAL MAINTENANCE CONTRACT**

**WITH** \_\_\_\_\_  
**FOR** \_\_\_\_\_

This ANNUAL MAINTENANCE CONTRACT is made and entered into by and between \_\_\_\_\_, hereinafter referred to as the "Maintenance Provider" and the Lake County Board of Commissioners, hereinafter referred to as the "Board".

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Board and the Maintenance Provider do hereby mutually agree as follows:

1. SCOPE OF SERVICE

**A.** The Maintenance Provider shall do, perform, and carry out in a good and professional manner the maintenance services for the County, specifically outlined in the standard contract of the Maintenance Provider that is attached hereto and incorporated herein as Appendix A to this contract.

OR

**B.** Type in the list of services or attach at list as Appendix B

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

2. TOTAL CONTRACT PRICE

**A.** For the delivery of the services rendered by the Maintenance Provider, the Board shall pay to the Maintenance Provider the sum of \_\_\_\_\_ DOLLARS AND \_\_\_/100THS (\$\_\_\_\_\_).

**B.** The source of funds for payment under this Contract is \_\_\_\_\_

3. CONTACT PERSONS

A. Board's Representative

Name:  
Address:  
Telephone:  
Email:

B. Maintenance Provider's Representative

Name:  
Address:  
Telephone:  
Email:

4. **CHANGES** The County may, from time to time, require changes in the scope of the services of the Maintenance Provider to be performed hereunder. Such charges, which are mutually agreed upon by and between the County and the Maintenance Provider, shall be incorporated in a written amendment to this agreement.
5. **TERMINATION.** Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
6. **ACCOMPLISHMENT OF MAINTENANCE .** The Maintenance Provider shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
7. **WAIVERS** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
8. **MATTERS TO BE DISREGARDED** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
9. **COMPLETENESS OF CONTRACT.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
10. **COUNTY NOT OBLIGAED TO THIRD PARTIES** The County shall not be obligated or liable hereunder to any party other than the Maintenance Provider.
12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Maintenance Provider constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the

Maintenance Provider, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

13. PERSONNEL. The Maintenance Provider represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Maintenance Provider or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. EQUAL EMPLOYMENT AND OPPORTUNITY . The Maintenance Provider agrees by the execution of this contract that in regard to its operations:
  - A. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
  - B. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
  - C. Breach of any of the equal opportunity and/or non-discrimination provisions of the agreement remedy available to the County in respect to such breach or default.
15. MISCELLANEOUS PROVISIONS
  - A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken, and the remaining portions enforced.
  - B. Maintenance Provider may not subcontract any part of the work covered herein without the prior written consent of the County.

16. OSHA LANGUAGE

As an independent Maintenance Provider, the vendor accepts all responsibility for all injuries and accidents that meet the definition of "reportable" as defined by OSHA. Further, the vendor shall report to IOSHA, via a first report, and list on the Maintenance Provider's annual OSHA 300 Report, all accidents that occur while performing services for or to Lake County.



17. WORKER'S COMPENSATION INSURANCE The Maintenance Provider shall carry Worker's Compensation Insurance on its employees and require that there be carried Worker's Compensation Insurance for all the employees.

18. PUBLIC LIABILITY, PROPERTY DAMAGE, and HOLD HARMLESS CLAUSE

A. The Maintenance Provider shall carry public liability and property damage insurance in amounts as outlined below :

1. Seven hundred thousand dollars (\$700,000) for the death or injury to one (1) person in anyone (1) occurrence and five million dollars (\$5,000,000) for injury to or death of all persons in the occurrence as required by IC 34-13-3-4
2. Provide public liability and property damage insurance in the amount of One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the general aggregate.

B. The Board, Lake Board offices and their elected officials, Lake Board Departments, and Lake Board employees shall be named as an additional insured and be fully protected either by express addition to the contract or by application of the above. The Maintenance Provider agrees to indemnify and hold harmless Lake Board, Lake County Board of Commissioners, Lake Board's elected offices, Lake Board's elected officials, Lake Board's governmental departments, and all Lake Board employees against all actions, claims or demands for damages of any kind whatsoever, known or unknown, which may in any way be caused by the negligent acts of the Maintenance Provider, its employees, its agents or any of its subcontractors, material suppliers and anyone including but not limited to the negligent digging up of streets, alleys or public providing a service to the Maintenance Provider and by improper care of trees and shrubbery, or which may result from the default, carelessness or negligence of the Maintenance Provider, its agents, employees or workers under its control or direction in the performance of the work described herein, and shall refund and reimburse to the Lake County Board of Commissioners all sums which it may be obligated or adjudged to pay on any such claims or demands immediately upon such determination including any attorney fees incurred by the Board's representative or any of those to be indemnified listed above.

19. PAYMENT FOR SERVICES

- A. Billing for the services rendered under this contract shall be in the form and manner prescribed by the State of Indiana and the Board.
- B. No payment shall be made to the Maintenance Provider until service is performed and a request for payment filed.
- C. By execution of this Contract the Lake County Board of Commissioners or Lake Board is not agreeing to use funds other than the funds in the budget designated for

this project. The sources are restricted to those funds which have been appropriated for this purpose by the Lake Board Council as applicable and approved by the Department of Local Government Finance, the State Board of Accounts and/or the Department of Local Government Finance, as applicable. In this regard this Contract may be terminated, in whole or in part, when the Lake Board Auditor makes a written determination that the funds are not appropriated or otherwise available to support continuation of performance. Such determination shall be final and conclusive. Notice shall be given to the Maintenance Provider as soon as the Board is aware of such a situation. However, the Board will make good faith efforts to provide funding for this Contract, and if such funding is available and appropriated, the Board shall fulfill its financial obligation, subject to all this contract's terms and condition

**20. ASSIGNMENT OF THE CONTRACT**

The Contract shall not be assigned, except with the prior written consent of the Board. The Board's consent shall not be construed to relieve the Maintenance Provider of any responsibility for the fulfillment of the Contract.

**21. CHOICE OF LAW**

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit must be brought in Lake Board, State of Indiana.

IN WITNESS WHEREOF, the parties hereto have caused this Contract consisting of five (5) pages to be executed by their duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**LAKE COUNTY BOARD OF COMMISSIONERS**

**MAINTENANCE PROVIDER**

\_\_\_\_\_  
, PRESIDENT

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
, VICE PRESIDENT

\_\_\_\_\_

\_\_\_\_\_  
MEMBER

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
LAKE COUNTY AUDITOR

**PUBLIC WORKS PROJECT CHECKLIST**

**I. PURPOSE OF PROJECT CHECKLIST**

- A. A project checklist is a summary of key items in a specific type of public works project.
- B. The goal is to identify for each type of public works project the key information.

**II. THE GET AHEAD STEP**

- A. The path to perfection is planning.
- B. Prior to each calendar year the vendors utilized in the last two years should first be identified and then classified according to the public works situations in which they were utilized. The objective is to know what vendors are capable of performing what services in Lake County Indiana for Lake County government.
- C. The five public works situations are as follows ( A vendor may appear in more than one category):
  - 1. Emergencies (See Tab H-1, page 51)
  - 2. Non-emergency repairs less than \$5,000 (See Tab J-1, page 57)
  - 3. Non-Emergency repairs \$5,000 or more (See Tab K-1, page 60)
  - 4. New Construction and planned modifications See Tab G-1, page 48)
  - 5. Annual maintenance contracts.(See Tab I-1, page 54)
- D. The categorized list or prior vendors is for identification and analysis purposes only. The prepared list does present a matrix of who did work in what types of situations in the prior two year period, and the list could serve as a “go to document” in selecting vendors for future work.
- E. The Board of Commissioners will after solicitation make a decision on the vendors with whom to contract for what service at what rate.
- F. However, to be eligible to do any public works activities for Lake County, a vendor must meet the following criteria:
  - 1. The vendor has a completed and approved vendor qualification affidavit, County Form 20, page 105 on file with the Lake County Purchasing Department.

2. If required for its type of business unit, the vendor's registration with the Indiana Secretary of State must be current.
3. If required by the craft or construction service to be provided, the vendor is currently licensed to perform that type of work in Lake County and/or in the city or town where the work will be performed.
4. The vendor currently is enrolled as a Lake County Responsible Bidder if required by the Lake County Ordinance.
5. There are no current property tax delinquencies assessed against the vendor.
6. There is a completed e filing affidavit on file (IC 22-5-1.7).
7. There is a current affidavit of not doing business with Iran on file (IC36-1-12-23).
8. The vendor has current Indiana worker's compensation coverage (IC 22-3-5-1)
9. There is a general public liability policy with coverage for the vendor of \$1,000,000 for each occurrence and up to \$2,000,000 in the aggregate.( IC 5-16-13-10(b).
10. The vendor cannot subcontract to other parties more than more than 85% of the primary contract. IC5-16-13-9.
11. The vendor's wage rates must comply with the FLSA (29 USC 201-209) and with the Indiana minimum wage requirements (IC 5-16-13-11(3)).
12. There must be compliance with the Indiana unemployment compensation statutes (IC 22-4-1).

**III. SPECIFICATION**

- A. There must be a written specification for every public works activity.
- B. This means that there must be a specification for any of the following:
  1. Emergencies
  2. Non-emergency repairs less than \$5,000
  3. Non-Emergency repairs \$5,000 or more
  4. New Construction and planned modifications and

5. Annual maintenance contracts.
- C. The purpose is to make a written record of the type of public work activity being requested. The extent of the specification obviously varies with the size of the activity and any state statutory requirements. The key point is that the vendor must know who is to do what and when and where the activity is required.
- D. For all emergencies and for those non-emergency repairs less than \$5,000 the following forms should be used:
  1. For any plumbing, electrical and HVAC work to be performed by a vendor under current annual contract use County Form 55, page 159.
  2. For any work to be performed by any other craft use County Form 56 and County Form 57. pages 165 and 166,
- E. For Annual Maintenance use County Form 61, page 201.
- F. For any new construction and planned modification there must be licensed architect or licensed engineer who is under contract to prepare the specifications when the expected cost is \$100,000 or more. (IC 36-1-12-7). The County Commissioner will require that the specification for any and all new construction and planned modification even if less than \$100,000 be performed by the licensed architect or licensed engineer under contract.
- G. For any non-emergency public works activity of \$5,000 or more the County Commissioners will have an architect under contract to review the project and determine the nature of the specification required and its extent.

**IV. KEY STATUTORY ITEMS OF NOTE FOR COUNTY COMMISSIONERS**

- A. A Contractor's Bid Form For Public Work, State Form 96 must be used for all public works activities where the vendor will return the vendor's offer to the Board of Commissioners to be opened in a public meeting. This is because of the following:
  - a. The form is prescribed by the Indiana State Board of Accounts
  - b. The certification of use of steel products made in the United States is part of this form (If applicable IC 5-16-8-2.).

- c. The plan and equipment questionnaire information for projects \$150,000 or more required by IC 36-1-12-4 is included in Section II.
  - d. The contractors financial statement that is required is in Section III
  - e. The non-collusion affidavit is included in Section IV.
  - f. Everything in Form 96 is under oath and affirmation in Section V.
- B. Offer security in the form of a bond, certified check, or money order for any public works activity of \$200,000 or more is required by IC 36-1-12-4.5. The amount may not be more than 10%. The use of offer security is optional for projects less than \$200,000 and may be established by the County Commissioners on a case by case basis.
- C. All plans and specifications for public buildings must be approved by the state department of health, the division of fire and building safety, and other state agencies designated by statute IC 36-1-12-10.
- D. When a public work project is to be performed, the board shall withhold final payment to the contractor until the contractor has paid the subcontractors, material suppliers, laborers, and those furnishing services. However, if there is not a sufficient sum owed to the contractor to pay those bills, the sum owed to the contractor shall be prorated in payment of the bills among the claimants entitled to payment. IC 36-1-12-12(a)
- E. The contractor is required to post a payment bond in an amount equal to the contract price if the cost of the public work is estimated to be more than two hundred thousand dollars (\$200,000); IC 36-1-12-13.1(a)(1) and must do this at the direction of the County Commissioners for projects less than \$200,000
- F. A Board or Commissioners may require a contractor and subcontractor to include contract provisions for retainage as set forth for contracts that are not more than two hundred thousand dollars (\$200,000). IV 36-1-12-14(a) but must have retainage, provisions for any project greater than this amount.
- G. A contractor must conform with the antidiscrimination provisions of IC 5-16-6. The board may consider a violation of IC 5-16-6 a material breach of the contract.
- H. A contractor must comply with IC 5-16-13 which includes the [prohibition on contracting out more than 85%, having the \$1,000,000 to \$2,000,000 in public liability coverage, having access to training programs if employing 10 or more

employees, and having an apprenticeship program if employing more than fifty employees.

- I. There must be a contractor drug testing policy if the public works project is \$150,000 or more. IC 36-1-12-24
- J. If the public work requires a licensed architect or engineer, then the change orders must be prepared by that party. IIC 36-1-12-18
- K. A performance bond is mandated by state statute for any project \$200,000 or more but may be required for amounts less than this limit by action of the County Commissioners. IC 36-1-12-14.

**V. ADDITIONAL REQUIREMENTS TO REVIEW**

- A. County Form 1: General Instructions to Offerors
- B. County Form 2: Affidavit of General Instructions and Specifications
- C. County Form 3: Affidavit of Equal Employment and Affirmative Action
- D. County Form 4: Affidavit of Price Preferences Selected
- E. County Form 5: Offer Total Sheet
- F. County Form 6: Offeror Information Questionnaire
- G. County Form 7: Offer Packet Contents

**VI. MODEL PROJECT ORIGINATION SEQUENCE**

- A. Summary of the Project Developed by Project Originator
  - 1. Who
  - 2. What
  - 3. Where
  - 4. When
  - 5. Why
  - 6. How
- B. Examined and reviewed by a Committee Established by County Commissioners
- C. Preliminary Conceptual Approval of Project by County Commissioners
- D. Preliminary Cost Estimate Developed By Staff or by licensed Architect or Engineer

1. If initial Cost estimated is over \$100,000 then final cost estimate by licensed Architect or Engineer
  2. On projects less than \$100,000 by staff with this ability or by Architect or Engineer
- E. Cost Estimate Submitted to County Commissioners for Project consideration and action.

## **VII. ASSORTMENT OF ITEMS IN THE PROCESS**

### **A. Summary**

This section is a compendium of items that are covered in a detailed specification and/or project manual . Not all of these obviously apply to the smaller public works projects. This list is included here for reference purposes only. In cases where a licensed architect or licensed engineer is employed these items will be covered in either the specification or the project manual. The outline will not go into explanation but simply list the topics.

### **B. Advertising for Offers**

1. How to be advertised
2. Where to submit offers
3. Pre-submission meeting meeting

### **C. Items to Cover in the Specifications**

#### **1. What must be included in the Offer Submitted**

##### **a. Mandatory forms to be used and submitted**

- (1) State Form 96: Contractor's Bid for Public Work
- (2) County Form 1: General Instructions to Offerors
- (3) County Form 2: Affidavit of General Instructions and Specifications to Offerors
- (4) County Form 3: Affidavit of Equal Employment and Affirmative Action
- (5) County Form 4: Affidavit of Price Preferences Selected
- (6) County Form 5: Bid Total Sheet
- (7) County Form 6: Bidder Information Questionnaire



(8) County Form 7: Bid Packet Contents

- b. Additional offer forms developed by the architect or licensed engineer**
- c. Specific information on the following bid security:**
  - (1) Bid Security in the form of bid bond, certified check, or money order
  - (2) The amount of the required bid security can be no greater than 10% of the total bid and is
- d. A Performance bond mandatory for projects over \$200,000 is required**
- e. A labor and material payment bond**
- f. A maintenance bond**
- g. Electronic copies available**
- h. Right to reject or waive formalities in bidding**
- i. County Form 1: General Instructions to Offerors**
- j. Financial Statement required by State Board of Accounts**
- k. Certificate of Existence from Secretary of State**
- l. Certification of E-Verify Program**
- m. Certification regarding Investments in Iran**
- n. Fully Executed Architects Bid Form**
- o. Selected Commissioner Memo's**
- p. Basics of Indiana's Price Preference Law**

**2. Requests for Information**

- a. Requests for information not addressed at pre-bid meeting
- b. Submit seven (7) before offer submission date
- c. Answers and clarification to be submitted prior to submission date
- d. Used to evaluate understanding of bidder concerning the project and the specifications

**3. Instructions to Bidders**

- a. Special instructions if any
- b. Interpretations
- c. Addendum During Bidding
- d. Conditions of Site and Work
- e. Tax Status of Owner
- f. Permits, Fees, License, and Notices
- g. Corrections
- h. Time for Receiving Bids
- i. Withdrawal of Bid
- j. Award of Contract: rejection of bids
- k. Completion date
- l. "Or Equal;" clause
- m. Performance Bond, Labor and Material Payment Bonds, and Maintenance Bonds
- n. Right of first refusal on any removable materials.
- o. Non-Discrimination
- p. Steel Product requirement
- q. Mechanics Lien
- r. Responsible Bidder Ordinance
- s. Lake County Nondiscrimination and Equal Employment Policy

**4. Available project information:**

- a. Information pertinent to the project
- b. Construction Contract :Either Lake County Standard Form 60 or AIA Document 101 Standard form of Agreement between Owner and Contractor to be used

- c. General Conditions: AIA Document A 201 included as part of the contract
- d. Indiana's Illegal immigration Law: Immigration status all employees

**D. General Requirements**

**1. Summary of Work**

- a. Work Covered
- b. Work by Owner
- c. Contractor Use of Site and Premises
- d. Project Schedule

**2. Contract Modification Procedures and payment**

- a. Terms assumed understood by Contractor when submitting proposal
- b. Cash Allowances
- c. Schedule of Values
- d. Application and payment
- e. Waivers of Lien
- f. Payment for Materials Stores Alternatives
- g. Change orders
- h. Wage Rates in Area

**3. Insurance**

- (1) Public Liability
- (2) Sub-contractors public liability and property damage
- (3) Workmen's Compensation
- (4) Comprehensive General Liability
  
- (5) Property and Personal Damage Limits
- (6) Business Auto Liability
- (7) Owner furnished Insurance

**4. Project Management and Coordination**

- a. Responsibility of Prime Contractor
- b. Alteration of Project Procedures

c. Progress Meeting and Preinstallation conferences.

**5. Submittals**

**6. Quality Control**

**7. Construction Facilities and Temporary Controls**

**8. Product storage and Handling requirements**

**9. Closeout Procedures**

**VIII. BOARD'S WOMEN'S BUSINESS ENTERPRISE AND MINORITY BUSINESS ENTERPRISE GOALS**

- A. **Employment** – The Contractor on major projects should have a goal of 34% for minority work force participation (as a percentage of the total number of employees or the total number of hours worked on the project, whichever is greater) and 6.9% for work force participation by women (as a percentage of the total number of employees or the total number of hours worked on the project, whichever is greater), if available.
- B. **Subcontractors and Suppliers** – A goal of thirteen percent (13%) for MBE participation and two percent (2%) for WBE participation (as percentage of the total contract amount) is hereby set for the project.
- C. **Indiana Plan**- the Contract shall integrate into its hiring to the extent permissible by its size and workload a number of new hires that are enrolled in the Indiana Plan.

## IX. PRICING PREFERENCES

- A. Indiana has a series of pricing preferences. (See Tab L-1, page 66)
- B. The County Commissioners apply these price preferences to ever thing purchased which includes supplies, services, and public works.
- C. Every purchasing agent must be aware of the pricing preferences when making a decision to award a contract.
- D. These price preferences are presented below in the order in which they most often occur.
  - 1. **First , there is the price preference given to local business as defined in IC -22-15-20.9.** This preference will have to be considered in those public works situations if the lowest offer is submitted by a company that is not in Lake, Newton, Jasper, or Porter County. The price preference will be applied to determine if this places one of the submitting companies in the four county sector as the lowest adjusted offer.
  - 2. **Second, there is the Indiana Small Business Preference in IC 5-22-15-23.** The criteria to qualify for this 15% price preference for a construction company is that the average annual receipts for the preceding three years cannot exceed four million dollars.
  - 3. **Third, there is the Indiana Business Preference in IC 5-22-15-20.** This preference is applicable only when a non-Indiana Company and an Indiana Company both supply a quote or bid in response to a solicitation. The foreign state rule is applied to the offers of the Indiana companies to see if this adjustment puts them in the lowest price position.
  - 4. **Fourth, the Lake County Council has by ordinance established a price preference for Minority Business Enterprises (MBE) and Women Business Enterprises (WBE),**There are price preferences in accordance with Lake County Council Ordinance 1405E-1 as follows:
    - a. A five (5) % price preference for any proposal; or bid less than one hundred thousand dollars (\$100,000.00)
    - b. A three (3) % price preference for any proposal; or bid one hundred thousand dollars (\$100,000.00) and over.
    - c. A company that is both an MBE and WBE qualifies for both preferences.

STATE FORM 91

This form must be prepared by the County Auditor, approved by the Board of County Commissioners, and placed on file on or before the first day after the first Monday in October.

Prescribed by State Board of Accounts

County Form No. 91, (Rev. 1

**SPECIFICATIONS**  
**BID AND CONTRACT**

—OF—

.....  
(Name of Bidder)

On Classes.....

—FOR—

**Blank Books, Blanks, Stationery**  
**and Printing**

FOR.....COUNTY

INDIANA  
FOR THE YEAR 20.....

— • —

APPROVED THE.....DAY OF.....,20.....

.....

STATE FORM 95

Bid, Offer or Proposal for Sale or Lease of Materials

(Defined at I.C. 36-1-2-9.5)

(Please type or print)

Date: \_\_\_\_\_

- 1. Governmental Unit: \_\_\_\_\_
2. County: \_\_\_\_\_
3. Bidder (Firm): \_\_\_\_\_
Address: \_\_\_\_\_
City/State: \_\_\_\_\_
4. Telephone Number: \_\_\_\_\_
5. Agent of Bidder (if applicable) \_\_\_\_\_

Pursuant to notices given, the undersigned offers bid(s) to \_\_\_\_\_ (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Signature of Bidder or Agent

Bid Offer or Proposal

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Table with 6 columns: Class or Item, Quantity, Unit, Description, Unit Price, Amount

Non-Collusion Affidavit

STATE OF INDIANA

COUNTY OF \_\_\_\_\_

SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Bidder (Firm)

Signature of Bidder or Agent

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Notary Public

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

Acceptance

There now being sufficient unobligated appropriated funds available, the contracting authority of \_\_\_\_\_ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered \_\_\_\_\_ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: \_\_\_\_\_

Contracting Authority Members:

STATE FORM 96



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): \_\_\_\_\_

1. Governmental Unit (Owner): \_\_\_\_\_

2. County : \_\_\_\_\_

3. Bidder (Firm): \_\_\_\_\_

Address: \_\_\_\_\_

City/State/ZIPcode: \_\_\_\_\_

4. Telephone Number: \_\_\_\_\_

5. Agent of Bidder (if applicable): \_\_\_\_\_

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of \_\_\_\_\_

(Governmental Unit) in accordance with plans and specifications prepared by \_\_\_\_\_

\_\_\_\_\_ and dated \_\_\_\_\_ for the sum of

\_\_\_\_\_ \$ \_\_\_\_\_

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS
(if applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.



**PUBLIC WORKS**

**AMERICAN INSTITUTE OF ARCHITECTS FORMS MAY BE USED IF**

**SPECIFICATIONS MODIFIED TO INCLUDE ALL REQUIRED STATUTORY  
ITEMS.**