



Winnebago County - Purchasing Department

404 Elm Street Room 202

Rockford, Illinois 61101

(815)319-4380 Purchasing@purchasing.wincoil.gov

INVITATION FOR BIDS	23B-2284	ISSUE DATE	3/27/2023
IFB TITLE	HIGHWAY- VEGETATION CONTROL		
IFB DUE DATE	4/11/2023	DUE TIME (CST)	10:00 AM
SUBMIT ONE (1) ORIGINAL, PLUS TWO (2) COPY		BOND REQUIRED	NONE

You are hereby invited to submit your Bid for Highway **Vegetation Control** for the County of Winnebago Highway Department. The completed original Bid solicitation, and the required number of copies, must be received in a sealed envelope that has your name and address in the UPPER left corner and the attached **Bid Return Label** filled in and attached on the LOWER left corner.

Bids must be delivered by the date and time listed under Schedule of Events to:

Winnebago County Purchasing Department

404 Elm Street - Room 202

Rockford, IL 61101

OVERVIEW OF THE COUNTY OF WINNEBAGO

The County of Winnebago is a unit of local government in the State of Illinois with a current population of almost 300,000 as estimated by the US Census Bureau, within its 519 square miles. It is the 7th most populous County in Illinois. The governing body is the County Board, which is comprised of twenty members. The County has eighteen (18) constructed facilities in various locations totaling approximately 1,684,230 SF.

CONTRACT TERM

The resulting contract agreement is for an initial two (2) years with a one-year renewal option for a total of 3 (3) years. Delays in the bidding process may result in an adjustment of the anticipated contract starting date.

CONTRACT ADMINISTRATION

The County of Winnebago will administer the contract. The successful Bidder will be required to submit invoices on a monthly basis and must document details upon request justifying the billing.

GENERAL REQUIREMENTS

This is an Invitation for Bid. Bids will be opened and read aloud publicly on the Bid Opening Due

Date and Time.

WHERE TO FIND THE SOLICITATION AND ANY ADDENDA

The solicitation and any addenda can be obtained at the County’s official site for all Bids:
<https://wincoil.gov/departments/purchasing-department>

SUBMISSION DATE AND TIME

No later than 10:00 AM (CST) on, April 11, 2023— Bids received after the submittal time will be rejected. (Refer to Schedule of Events)

CONTACT PERSON: Ann Johns, Director of Purchasing – purchasing@purchasing.wincoil.gov

SCHEDULE OF EVENTS

3/27/2023	IFB Solicitation is made available
3/29/2023	Questions emailed to purchasing@purchasing.wincoil.gov by 4:00 PM
3/31/2023	Questions answered via Addendum sent and posted on website by 4:00 PM
4/11/2023	IFB submittals due by 10:00 AM

SECTION ONE: GENERAL CONDITIONS

AMERICANS WITH DISABILITIES ACT

The Bidder will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 USC 12101-12213) and all applicable Federal Regulations under the Act, including 28 CFR Parts 35 and 36.

CANCELLATION

The County of Winnebago reserves the right to cancel any Contract in whole or in part without penalty due to failure of the Bidder to comply with terms, conditions and specifications of their awarded Contract.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Bidder certifies, by submission of this Bid or acceptance of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Bid that it will include this clause without modification in all lower tier transactions, solicitations, bids, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation in their bid response.

Additionally, for all new Bidder's and Bidder's to be paid, the Purchasing Department will review the Federal and State Excluded Parties List System prior to requesting the Bidder be created in our accounting system.

CHANGES

The County of Winnebago reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County and the successful Bidder.

The Purchasing Department shall issue to the successful Bidder a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

COMMENCEMENT OF WORK

The successful Contractor must not commence any billable work prior to the County's execution of the contract, issuance of a purchase order or until all required documents have been submitted. Work done prior to these circumstances shall be at the Contractor's risk.

COMPLIANCE WITH LAWS

All services, work and materials that in any manner affect the production, sale, or payment for the product or service contained herein must comply with all Federal, State, County and Municipal laws, statutes, regulations, codes, ordinances and executive orders in effect now or later and whether or not they appear in this document, including those specifically referenced

herein. The successful Bidder must be authorized to do business in the State of Illinois, and must be able to produce a Certificate of Good Standing with the State of Illinois upon request.

The Bidder must obtain all licenses, certificates and other authorizations required in connection with the performance of its obligations hereunder, and Bidder must require any and all Subcontractors to do so. Failure to do so is an event of disqualification and/or default and may result in the denial of this Bid and/or termination of this Agreement.

In the event Federal or State funds are being used to fund this Contract, additional certifications, attached as addenda, will be required. Lack of knowledge on the part of the Bidder will in no way be cause for release of this obligation. If the County becomes aware of violation of any laws on the part of the Bidder, it reserves the right to reject any Bid, cancel any Contract and pursue any other legal remedies deemed necessary.

COST OF THE BID

Expenses incurred in the preparation of Bids in response to this IFB is the Bidder's sole responsibility. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting Bids, providing additional information when requested by the County, or for participating in any selection interviews.

DISPUTES

In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Director of Purchasing, or authorized representative, shall be final and binding to all parties.

ENTIRE AGREEMENT

These Standard Terms and Conditions of the Bid shall apply to any contract or order awarded as a result of this Bid except where special requirements are stated elsewhere in the Bid; in such cases the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgement shall be effective or binding unless expressly agreed to in writing by the contracting authority.

DEVIATIONS, EXCEPTIONS OR ALTERNATES

Deviations, exceptions or alternates from terms, conditions, or specifications shall be described fully, on Bidder's letterhead, signed, and attached to the Invitation for Bid. In the absence of such statement, the Bid shall be accepted as in strict compliance with all terms, conditions, and specifications and the Bidder shall be held liable. Bidders are cautioned to avoid making deviations and exceptions to the specifications, which may result in rejection of their Bid. If deviations, exceptions or alternates are submitted, it is the County Director of Purchasing's sole and final decision whether specifications have been met and will be considered for award.

FREEDOM OF INFORMATION

Any responses and supporting documents submitted in response to a Bid will be subject to disclosure under the Illinois Freedom of Information Act. The County will assume that all information provided in a Bid is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act.

Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an un-redacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

GOVERNING LAWS AND REGULATIONS

The Bidder is required to be familiar with and shall be responsible for complying with all Federal, State, and local laws, ordinances, rules, and regulations that in any manner affect the work. Knowledge of occupational license requirements and obtaining such licenses for the County of Winnebago and municipalities within the County are the responsibility of the Bidder.

HOLD HARMLESS CLAUSE

The Bidder covenants and agrees to indemnify, hold harmless and defend the County of Winnebago, its Board members, officers, employees, agents and servants from any and all claims for bodily injury, including death, personal injury, and property damage, including damage to property owned by County, and any other losses, damages, and expenses of any kind, including attorneys' fees, costs and expenses, which arise out of, in connection with, or by reason of services provided by the Bidder or any of its Sub-consultant(s) in any tier, occasioned by the negligence, recklessness, or intentionally wrongful conduct of the Bidder, or its Sub-consultant(s) in any tier, their officers, employees, servants or agents. In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Bidder's failure to purchase or maintain the required insurance, the Bidder shall indemnify the County from any and all increased expenses resulting from such delay.

Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the plans and specifications provided by the Bidder, the Bidder agrees and warrants that Bidder shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

INDEMNITY

The Bidder shall, at all times, fully indemnify, hold harmless, and defend the County of Winnebago and their officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this Contract by the Bidder and its employees, or because of any act or omission, neglect or misconduct of the Bidder, its employees and agents or its Subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Bidder's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided. Nothing contained herein shall be construed as prohibiting the County of Winnebago and their officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them.

The Bidder shall likewise be liable for the cost, fees and expenses incurred in the County of Winnebago's or the Bidder's defense of any such claims, actions, or suits. The Bidder shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

NON-COLLUSION

The Bidder, by its officers, agents or representatives present at the time of filing this IFB, say that neither they nor any of them, have in any way directly or indirectly, entered into any arrangement or agreement with any other Bidder's, or with any public officer of the County of Winnebago, Illinois, whereby, the Bidder has not paid or is to pay to such Bidder or public officer any sum of money, anything of value or has not directly or indirectly entered into any arrangement or agreement with any other Bidder(s). Whereby, no inducement of any form or character other than that which appears upon the face of the IFB will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said IFB or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds on the Contract sought by this IFB.

PROMPT PAYMENT ACT

The Bid should provide that all payments are subject to Local Governmental Prompt Payment Act.

PROTEST

Firms wishing to protest any IFB and/or awards shall notify the Director of Purchasing in writing within five (5) calendar days after the IFB due date/opening. The notification should include the IFB number, the name of the firm protesting and the reason why the firm is protesting the IFB. The Director of Purchasing will respond to the protest within five (5) calendar days.

RENEWALS AND EXTENSION

The Winnebago County Highway Department may elect to renew this contract one time in a one-year increment from May 1, 2025 to November 30, 2025, under the same terms, conditions upon written agreement of both the County Engineer and the Contractor. All of the bid unit prices shall be adjusted annually for inflation as determined by the Consumer Price Index for All Urban Consumers (CPI-U) published by the Bureau of Labor and Statistics, U.S. Department of Labor. The CPI-U of Jan 1, 2022, 2023 and 2024 will be considered as the base to calculate inflation.

If the County elects to renew this contract, the Department will notify the Contractor in writing of its intent to renew the contract by February 1, 2025. The Contractor shall provide the Department with written notice of their concurrence to the renewal of this contract within fifteen (15) days following receipt of the Department's request to renew the contract.

Failure of the Contractor to provide the Department with written notice of their concurrence to the renewal of this contract within fifteen (15) days after receipt of the request shall be just cause for the cancellation of the offer to renew the contract. The work may be advertised and

completed under a separate contract, or otherwise, as the Department may decide.

RESERVATION OF RIGHTS

The County of Winnebago reserves the right to reject any or all Bids failing to meet the County specifications or requirements and to waive technicalities. If, in the County's opinion, the lowest Bid is not the most responsible Bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

The Bidder's failure to meet the mandatory requirements of the IFB will result in the disqualification of the Bid from further consideration.

The County further reserves the right to reject all Bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised IFB.

Submission of a Bid confers no rights on the Bidder to a selection or to a subsequent Contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County of Winnebago's discretion and shall be made in the best interest of the County.

SUBSTANCE ABUSE PREVENTION

The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the contractor and by employees of all approved subcontractors while performing work on a public works project. The contractor/subcontractor hereby certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

Bidders and their subcontractors (if applicable) certifies that the entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635, or certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement a written substance abuse prevention program that deals with subject of the Act, and will attach the substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

TERMINATION, CANCELLATION AND DAMAGES

The County may terminate based on the Bidder's breach or default. Unless the breach or default creates an emergency, as determined in the County's sole discretion, the Bidder shall be given notice and a five (5) day opportunity to cure before the termination becomes effective.

If the County terminates this Contract because of the Bidder's breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Bidder any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages and the cost of re-bidding. The County may offset these additional costs against any sums otherwise due to the Bidder under this Bid or any unrelated Contract.

The County of Winnebago may terminate any Contract or agreement resulting from this IFB at any time for any reason by giving at least thirty (30) days' notice in writing to awarded Bidder. If

the Contract is terminated by the County as provided herein, the Bidder will be paid a fair payment as negotiated with the County for the work completed as of the date of termination.

BIDDER’S RESPONSIBILITY FOR SERVICES PROPOSED

The Bidder must thoroughly examine and will be held to have thoroughly examined and read the entire IFB document. Failure of Bidder’s to fully acquaint themselves with existing conditions or the amount of work involved will not be a basis for requesting extra compensation after the award of a Contract.

WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by an authorized representative of the Bidder or by formal written notice prior to the final due date and time specified for Bid submission. Submitted Bids will become the property of the County of Winnebago after the Bid submission deadline.

However, no Bidder shall withdraw or cancel their Bid for a period of sixty (60) days after said advertised closing time for the receipt of Bids; the successful Bidder shall not withdraw or cancel their Bid after having been notified by the Director of Purchasing that said Bid has been accepted by the County Board.

The Bidder, by signing the Bid Form, acknowledges, understands and abides by all of the above "Requirements for Bidding and Instructions to Bidders".

END OF SECTION ONE: GENERAL CONDITIONS

SECTION TWO: INSTRUCTION TO BIDDERS

1.1 INTRODUCTION/BACKGROUND

The Winnebago County Highway Department is seeking bid prices to maintain the concrete medians, concrete islands and guard rail areas.

1.2 COPIES OF IFB DOCUMENTS

- Only complete sets of IFB solicitation documents should be used for preparing bids. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.
- Complete set of IFB documents must be obtained on the County's website at: <https://wincoil.gov/departments/purchasing-department>
- Submitted Bids MUST include all forms and requirements as called for in the Invitation for Bids. Failure to include all necessary forms and licenses will result in a non-responsive bid.

1.3 EXAMINATION OF IFB DOCUMENTS

- Each Bidder shall carefully examine the IFB and other documents, and inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the bid. Ignorance on the part of the Bidder shall in no way relieve him/her of the obligations and responsibilities assumed under the bid.
- Should a Bidder find discrepancies or ambiguities in, or omissions from, the specifications, or should he/she be in doubt as to their meaning, he/she shall at once notify the County by email at purchasing@purchasing.wincoil.gov by the **Schedule of Events deadline**.

1.4 INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any Bidder as to the meaning of the documents. Any inquiries or requests for interpretation must be received **in writing by the date specified, in the Schedule of Events**, emailed to purchasing@purchasing.wincoil.gov

All such changes or interpretation will be made in writing in the form of an addendum and, if issued, shall be posted on the County's website no later than five (5) business days prior to the established Bid due date. It shall be the Bidder's sole responsibility thereafter to find and download the addendum.

Each Bidder MUST acknowledge receipt of such addenda on the Bid Signature Form. All addenda are a part of the documents and each Bidder will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Bidder to verify that he/she has received all addenda issued before bids are opened.

1.5 PREPARATION OF BIDS

Signature of the Bidder: The Bidder must sign the bid forms in the space provided for the signature. If the Bidder is an individual, the words "Doing Business As", or "Sole Owner" must appear beneath such signature. In the case of a Partnership, the signature of at least one of the partners

must follow the firm name and the words “Member of the Firm” should be written beneath such signature.

If the Bidder is a limited liability company, the title of person signing the Bid on behalf of the limited liability company must be stated and evidence of his authority to sign the Bid must be submitted.

1.6 SUBMISSION OF BIDS

- A. Bids shall be submitted to the County of Winnebago at the designated location not later than the time and date for receipt of bids indicated in the IFB solicitation, or any extension thereof made by Addendum. The County’s representative authorized to open the bids will decide when the specified time has arrived and no Bids received thereafter will be considered. Bids received after the time and date for receipt of Bids will be returned unopened.
- B. Winnebago County Purchasing Department receives bids by paper only. Please DO NOT email or fax bids.
- C. Each Bidder shall submit with his Bid the required evidence of his qualifications and experience.

1.7 REQUIRED COUNTY FORMS

Bidder shall complete and execute the forms specified in the IFB (Bid Signature Form, Business References, Vendor Registration Form, W-9 Form and Suspension and Debarment Certification Form); failure to provide executed documents may result in Bidder being determined to be not fully responsive to the IFB.

1.8 MODIFICATION OF BIDS

Written modification will be accepted from firms if addressed to the entity and address indicated in the Request for Bids and received prior to Bid due date and time. Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified by delivery to the County Purchasing Department of a complete Bid as modified.

All emails shall be marked “Modified Bid” delivery shall comply with requirements for the original bid.

1.9 RESPONSIBILITY FOR BID

The Bidder is solely responsible for all costs of preparing and submitting the bid, regardless of whether a contract award is made by the County. *Unless otherwise specified by the Bidder, the County has no less than one hundred twenty (120) day to make a final selection.*

1.10 RECEIPT AND OPENING OF BIDS

The properly identified Bids received on time will be opened by the County Purchasing Department. Any Bid not received by the Purchasing Department on or before the deadline for receipt of bids designated in the solicitation or Addendum(s) will not be opened.

1.11 AWARD OF CONTRACT

- A. The County reserves the right to waive any informality in any bid, or to re-advertise for all or part of the work contemplated. If bids are found to be acceptable, written notice will be given to the selected Bidder of the award of the contract. The County reserves the right to reject any and all bids.

- B. If the award of a contract is annulled, the County may award the contract to another Bidder(s), or the work may be re-advertised or may be performed by other qualified personnel as the County decides.
- C. A contract will be awarded to the Bidder(s) deemed to provide the services which are in the best interest of the County.
- D. The County also reserves the right to reject the bid of a Bidder who has previously failed to perform properly or to complete contracts of a similar nature on time.

1.13 SUBCONTRACTORS

If applicable all subcontractors shall be identified on the form contained herein. Contractor shall require that the subcontractor comply with all Prevailing Wage Act requirements. The County of Winnebago reserves the right to reject any or all subcontractors.

1.14 ACCURACY DISCLAIMER

The Contractor shall thoroughly acquaint himself with the services required for the bid to fully understand the facilities, difficulties and restrictions attending to the execution of the bid. The Contractor will be allowed no additional compensation for his failure to be so informed.

1.15 CERTIFICATE OF INSURANCE AND INSURANCE REQUIREMENTS

The Bidder shall be responsible for all necessary insurance coverage as indicated below. Certificates of Insurance must be provided to the County of Winnebago within fifteen (15) days after award of contract or acceptance of the bid, with the County of Winnebago listed as additional insured as indicated. If the proper insurance forms are not received within the fifteen (15) day period, the contract may be awarded to the next selected Bidder/Bidder. Policies shall be written by companies licensed to do business in the State of Illinois and having an agent for service of process in the State of Illinois. Companies shall have an A.M. Best rating of VI or better.

TYPE OF INSURANCE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
Workers Compensation	Statutory
Employers Liability A. Each Accident B. Each Employee-disease C. Policy Aggregate-disease	\$1,000,000 \$1,000,000 \$1,000,000
Commercial General Liability A. Per Occurrence B. General Aggregate 1. General Aggregate- Per project	\$1,000,000 \$1,000,000 \$1,000,000
2. General Aggregate - Products/ Completed Operations	\$1,000,000
Business Auto Liability	\$1,000,000

The County of Winnebago shall be named as an Additional Insured on the General Liability and Vehicle Liability policies.

1.16 CHANGES IN INSURANCE COVERAGE:

The Bidder will immediately notify the Winnebago County Purchasing Department if any insurance has been cancelled, materially changed, or renewal has been refused and the Bidder shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage(s) and limits.

If suspension of work should occur due to insurance requirements, upon verification by the County of required insurance, the County will notify Bidder when they can proceed with work. Failure to provide and maintain required insurance coverage(s) and limits could result in immediate cancellation of the Contract and the Bidder shall accept and bear all costs that may result due to the Bidder's failure to provide and maintain the required insurance.

END OF SECTION TWO: INSTRUCTION TO BIDDERS

SECTION THREE: BID SPECIFICATIONS

THE COUNTY OF WINNEBAGO, IN ROCKFORD, ILLINOIS, IS REQUESTING BIDS FOR THE FOLLOWING SERVICES:

Maintaining the concrete medians, concrete island and guard rail areas for the Winnebago County Highway Department.

MEDIAN AREAS TO BE MAINTAINED

WEED CONTROL/SPRAYING TO COUNTY CONCRETE MEDIANS & GUARD RAILS

1. Spraying will be done three (3) times per growing season:
 - a. **FIRST SPRAY APPLICATION:** no later than late May of each year.
 - b. **SECOND SPRAY APPLICATION:** 45-60 days after first application.
 - c. **THIRD SPRAY APPLICATION:** 45-60 days after second application.
2. The application of herbicide to guard rail and concrete median areas for weed and vegetation control will follow the parameters listed below:
 - a. Must be currently licensed in the state of Illinois for application of herbicides.
 - b. Applicator must have/maintain \$1 M or more in liability insurance.
 - c. **Applicator must notify the County Highway Department before spraying adjacent to IDNR/IEPA designated water protection areas, so verification can be established, as required by Federal and State law.**
 - d. Must provide own herbicide of choice, similar to a Round-up type herbicide.
 - e. Use of pre-emergence, in conjunction with a post emergence, is at the discretion of the applicator, as long as it is within the parameters defined below in paragraphs (f) through (k).
 - f. Must use an herbicide that has no residual effect greater than 2-3 weeks; it must also be environmentally friendly.
 - g. Herbicide must be able to eliminate all vegetation (total kill) as described in the parameters paragraph below.
 - i. Vegetation is defined as any weed, plant, grass, shrub, or volunteer growth that would /could mask, obscure, cover, and/or conceal the guard rail from on-coming traffic.

- ii. The herbicide application shall eliminate all vegetation (weeds, grass, etc.) that grows through the cracks and joints on concrete medians, concrete islands and along the edge of pavement adjacent to the medians.
- h. Application must eliminate all vegetation from the edge of pavement to a distance of (4) four feet behind the guard rail, unless approved prior to application for specific/designated locations.
 - i. Behind is defined as a distance from the center of guard rail, back toward the edge of the right-of-way.
- i. The spraying will be done three times per growing season:
 - i. **FIRST APPLICATION:** no later than last full weekend in May of each year, or Memorial Day (whichever comes first);
 - ii. **SECOND APPLICATION:** 45-60 days after the first application.
 - iii. **THIRD APPLICATION:** 45-60 days after the second application
- j. Applicator must notify the County Highway Department at least 24-hours **in advance** of each application.
- k. Applicator must notify the County Highway Department at least 24-hours **after** each application has been completed.
- l. Applicator will assume all liability for any, and all, damages that may occur from the application of excessive amounts of herbicide or over-spraying of the herbicide.
- m. The Applicator will hold harmless the County of Winnebago and any, or all, of its agents in any, and all, matters related to the application of herbicide to the guard rail and concrete medians/islands in the County's rights-of-way.

CONCRETE MEDIANS AND PARAMETERS

NOTE:

ALL AREAS INCLUDE THE ISLANDS LOCATED AT THE INTERSECTIONS

- | | | |
|----|--|--|
| 1. | HONONEGAH ROAD/ELEVATOR ROAD
(approximately 2,240 LF) | Baneberry East to Roscoe Village limits
(bike path-old RR tracks) |
| 2. | ROSCOE ROAD (approx. 900 LF) | East & West approaches to IL-251 |
| 3. | PRAIRIE HILL ROAD
(approximately 1,000 LF on each side) | East & West approaches to IL-251 |

4. SPRINGFIELD AVENUE (approximately 2.25 miles)	Auburn Road South to IL-2/S Main Street (concrete medians only, not grass areas)
5. ROCKTON ROAD (approx. 700 LF)	West and East approaches to I-90
6. HARLEM ROAD (approx. 1,500 LF)	West of Harvey Rd to West of I-90 overpass
7. MERIDIAN ROAD (approx. 1,500 LF)	North & South approaches to West State Street
8. MERIDIAN ROAD (approx. 2,000 LF)	All 4 approaches including roundabout at Auburn Rd (concrete only, not grass areas)
9. RIVERSIDE BLVD (approx. 13,000 LF)	Material Avenue East to I-90
10. PERRYVILLE ROAD (approx. 41,000 LF)	1,000 South of Harrison Ave to Swanson Road including roundabout (concrete medians only, not grass areas)
11. SPRING CREEK (approx. 3,645 LF)	Mulford Road East to Perryville Road (concrete medians only, not grass areas)
12. OLDE CREEK (approx. 600 LF)	East approach to Perryville Rd
13. GUILFORD ROAD (Approx. 1,700 LF)	East and West approaches to Perryville Rd
14. HARRISON AVENUE (approx. 4,800 LF)	Mulford Road East to Perryville Road
15. MULFORD ROAD (approx. 600 LF)	South approach to Harrison Ave
16. MULFORD ROAD (approx. 1,710 LF)	840 LF North of Sandy Hollow / 870 LF South of Sandy Hollow
17. NEWBURG ROAD (approx. 1,250 LF)	Mulford Road East to Perryville Road
18. HARLEM ROAD/BAUER PKWY (approximately 2,150 LF)	IL-2/ North Main St East to IL-251 (concrete medians only, not grass areas)
19. CENTRAL AVENUE (approx. 4,000 LF)	Kent Creek North to 1,000 LF North of Riverside Blvd
20. BELL SCHOOL ROAD (approx. 1,300 LF)	North of Argus Drive to just North of Clark Dr.
21. PECATONICA ROAD (approx. 800 LF)	North and South approaches at US-20
22. SWANSON ROAD (approx. 515 LF)	East & West approaches to Perryville Road
23. MULFORD ROAD (approx. 7,110 LF)	Riverside Blvd to Perryville Road
24. HARLEM ROAD (approx. 1,150 LF)	600 LF West of Harvey Road / 950 LF East of Harvey Rd.

**25. GUARD RAILS AND PARAMETERS –
NORTH SECTOR (Rockton/Roscoe/Machesney Park/Loves Park)**

# FEET	ROAD	LOCATION
90	1. FOREST HILLS ROAD	At Country Club
400	2. PERRYVILLE ROAD	Over 1st bridge North of Riverside 200' Eastside 200' Westside
800	3. PERRYVILLE ROAD	Over structure North of Hart Road 400' Eastside 400' Westside
950	4. PERRYVILLE ROAD	Over 1st bridge North of Harlem Road 500' Eastside 450' Westside
632	5. HARLEM ROAD & LAKE CREST	
1,000	6. HARLEM ROAD & TOLLWAY OVERPASS	
60	7. BELVIDERE ROAD & ARGYLE	Triangle
120	8. BELVIDERE ROAD	North of RTE 173
100	9. BELVIDERE ROAD	1/2-mile North of RTE 173
220	10. BELVIDERE ROAD	1 mile North of RT 173
90	11. BELVIDERE ROAD & BROWN ROAD	
250	12. BELVIDERE ROAD	1/2 mile West of Atwood
350	13. BELVIDERE ROAD	1 mile West of Atwood
1,600	14. BELVIDERE ROAD & TOLLWAY OVERPASS	
120	15. BELVIDERE ROAD	Roscoe city limits Northside
120	16. BELVIDERE ROAD	Roscoe city limits Southside
225	17. ROSCOE ROAD	West of RTE 251
1,000	18. ROSCOE ROAD	At River bridge
410	19. HONONEGAH ROAD	East of RTE 251 216' Hononegah Road & Checkerberry
216	20. HONONEGAH ROAD & CHECKERBERRY	
920	21. HONONEGAH ROAD	Between McCurry & Dorr
560	22. ELEVATOR ROAD	Bridge East of RTE 251
2,100	23. ELEVATOR ROAD	Tollway overpass
50	24. ELEVATOR ROAD	2 miles East of tollway
60	25. ELEVATOR ROAD	South of Havens Woods Road
50	26. ELEVATOR ROAD	South of County Line Road
150	27. SWANSON ROAD	Tollway overpass

# FEET	ROAD	LOCATION
420	28. SWANSON ROAD	1 mile West of Mitchell Road
980	29. MCCURRY ROAD	Tollway overpass
1,320	30. MCCURRY ROAD & HONONEGAH ROAD	
300	31. WILLOWBROOK ROAD & PRAIRIE HILL ROAD	
2,270	32. PRAIRIE HILL ROAD & TOLLWAY OVERPASS	
300	33. PRAIRIE HILL ROAD & WILLOWBROOK ROAD	
585	34. PRAIRIE HILL ROAD & RTE 251	
2,004	35. PRAIRIE HILL RD (from S Bluff Rd to IL 2)	West of IL 2 at Rock River
330	36. PRAIRIE HILL RD (from S Bluff Rd to IL 2)	West of IL 2 at RR Bridge
350	37. ROCKTON ROAD	1 mile West of Willow Brook Road
2,130	38. ROCKTON ROAD & TOLLWAY OVERPASS	
300	39. LATHAM ROAD & RIVER BRIDGE	
23,932	TOTAL	

**GUARD RAILS AND PARAMETERS –
NORTHWESTERN SECTOR (Durand Area)**

# FEET	ROAD	LOCATION
350	1. BRICK SCHOOL ROAD	Just West of curve over ditch
495	2. BRICK SCHOOL ROAD & JUDD ROAD	On curve
270	3. OLD 54 OR TRASK BRIDGE ROAD	Just East of Goeke Road
205	4. MOATE ROAD	Just South of Campbell Road over creek
255	5. MOATE ROAD	Just North of Campbell Road over creek
210	6. MOATE ROAD	1/2 mile East of Best Road
460	7. WHEELER ROAD	Just South of RTE 75 over creek
30	8. WHEELER ROAD & BAKER ROAD	
255	9. FRITZ ROAD	East of town over creek
110	10. CROWLEY ROAD	North of town over creek
110	11. DURAND ROAD	1/4 mile East of Best Road over creek
30	12. ROCK GROVE ROAD & ANDERSON ROAD	In triangle
350	13. ROCK GROVE ROAD & ANDERSON ROAD	East of Best Road over creek

# FEET	ROAD	LOCATION
200	14. YALE BRIDGE ROAD	Just East of Anderson Road
620	15. YALE BRIDGE ROAD & WHEELER ROAD	Intersection-4 corners
380	16. YALE BRIDGE ROAD	At Sugar River Bridge
555	17. YALE BRIDGE ROAD	Just East of Hauley on the North and South side 228' Northside 327' Southside
400	18. PECATONICA ROAD	1/8 mile South of Trask Bridge over Pink creek on the East and Westside
442	19. PECATONICA ROAD	1/4 mile North of Campbell Road on the Westside
625	20. YALE BRIDGE	0.02 E of Clover Road, both sides of road
295	21. CROWLEY ROAD	0.12 N of North Street, both sides of road
700	22. DURAND ROAD	0.60 E of Best Road, both sides
7347	TOTAL	

**GUARD RAILS AND PARAMETERS –
CENTER SECTOR**

# FEET	ROAD	LOCATION
30	1. MERIDIAN & W. STATE STREET	Service Road
70	2. MERIDIAN ROAD	North of 4423 Eastside
25	3. 4415 MERIDIAN ROAD	Eastside
200	4. MERIDIAN ROAD	North of Porter Road
110	5. MERIDIAN ROAD	South of Dickerson Road
440	6. MERIDIAN ROAD	North of Safford Road over Kent Creek
320	7. AUBURN ROAD	West of Meridian over flood control ditch
630	8. SAUNDERS ROAD	0.8 miles East of Hoisington Road at Coolidge Creek
280	9. CUNNINGHAM ROAD	East of Meridian Road over creek
360	10. CUNNINGHAM ROAD	Just East of 6802
1,665	11. CUNNINGHAM ROAD	Just East of 6530 Southside 5 sections
175	12. CUNNINGHAM & CENTERVILLE ROAD	On Southeast Radius

# FEET	ROAD	LOCATION
240	13. CUNNINGHAM ROAD	Under bypass 20 bridge Southside
300	14. CUNNINGHAM ROAD	East of Daisyfield Road over deep ditch
380	15. CUNNINGHAM ROAD	Just West of Horace Avenue over bridge
490	16. CUNNINGHAM ROAD & JOHNSTON AVE	
35	17. MONTAGUE ROAD	Just East of Pierpont Ave Northside
1,600	18. MONTAGUE ROAD & BYPASS 20	
450	19. MONTAGUE ROAD	East of Meridian Road
380	20. MONTAGUE ROAD	Just of Edna North & Southside of road
230	21. PECATONICA ROAD	At 2nd Bridge North of town 90' East 140' West
150	22. PECATONICA ROAD	At Anderson Road...radius 75'East 75'West
393	23. PECATONICA ROAD	North of bridge at Anderson
8,323	TOTAL	

GUARD RAILS AND PARAMETERS –

PARTS OF CENTER & SOUTHEASTERN SECTOR (Rockford/Loves Park/Machesney Park/Airport area)

# FEET	ROAD	LOCATION
780	1. KISHWAUKEE ROAD	1/4 mile East of bridge over River Northside of road
2593	2. KISHWAUKEE ROAD	Rail for bridge over river both sides
275	3. KISHWAUKEE ROAD	7545 Rail over creek
305	4. BAXTER ROAD	West of 3361/East of Lindenwood Road, both sides of road
590	5. BAXTER ROAD	Over I-39 both sides of road
617	6. MULFORD ROAD	Going over Bypass 20 on both sides of road
422	7. NEWBURG ROAD	From Valencia Drive to 6869 Newburg Road
1,029	8. RIVERSIDE BRIDGE	Going over I-90 on both sides of the road
345	9. PERRYVILLE ROAD	Between Springbrook & Riverside both sides of road
280	10. PERRYVILLE ROAD (two locations)	Between Spring Creek & Olde Creek East and West sides
328	11. PERRYVILLE ROAD	In front of Lou Bachrodt both sides of road
1,320	12. S. MULFORD ROAD	240' N of 8256 S Mulford Road on

# FEET	ROAD	LOCATION
		West side of road. 1,077' S of 8256 S Mulford road, both sides of road
1,010	13. BELTLINE ROAD AND KISHWAUKEE ROAD	On the West & Eastside Small driveway on East & Westside
1,112	14. BELTLINE ROAD & CESSNA DRIVE	On both sides
835	15. BELTLINE ROAD	At Kishwaukee River on both sides
2,615	16. BELTLINE ROAD & SOUTHBEND ROAD	Over tracks on both sides
14,456	TOTAL	

GUARD RAILS AND PARAMETERS –
PARTS OF NORTH SECTOR

# FEET	ROAD	LOCATION
85	1. CENTRAL AVENUE	Westside
25	CENTRAL AVENUE	
465	2. OLD RIVER ROAD (from Latham Rd northerly to the Village of Rockton limits South of IL 75)	8050 over creek & deep ditch; North end by Rockton city limits, Northside of Rockton Rd
150		
30		
420		
20		
118		
77		
170	3. ROCKTON ROAD (from the village of Rockton westerly to Forest Preserve Road)	South & North sides going West
50		
430		
445		
120		
20		
570	4. BOSWELL ROAD	South of Forest Preserve Road
200	5. MERIDIAN ROAD	Pecatonica River bridge
581	6. OWEN CENTER ROAD	North of Roscoe Road on both sides
450	7. OLD RIVER ROAD	Between Gleasman Road & Roscoe Road

# FEET	ROAD	LOCATION
940	8. GLEASMAN ROAD (North & South sides)	Between Rockton Ave and IL Route 2
5,366	TOTAL	

GUARD RAILS AND PARAMETERS – In conjunction with:
SOUTHWESTERN SECTOR

# FEET	ROAD	LOCATION
172	1. MERIDIAN ROAD & CUNNINGHAM ROAD	Going uphill both sides
828	2. MERIDIAN ROAD	South of Cunningham top of hill both sides
252	3. MERIDIAN ROAD	North of Edwardsville Road both sides
192	4. MERIDIAN ROAD	South of Montague Westside only
444	5. MERIDIAN ROAD	South of Simpson Road bottom of hill both sides
300	6. MERIDIAN ROAD	North of McGregor both sides
325	7. MONTAGUE ROAD	West of Meridian Road both sides
300	8. MONTAGUE ROAD	7795 both sides
380	9. MONTAGUE ROAD	9910 both sides
325	10. MONTAGUE ROAD	West of Severson Dells, both sides, two sections
144	11. MONTAGUE ROAD	West of Kennedy Hill 1½ miles both sides
84	12. MONTAGUE ROAD	East of Osborne both sides
324	13. MONTAGUE ROAD	West of Conger both sides
520	14. EDWARDSVILLE ROAD	Both sides
355	15. EDWARDSVILLE ROAD	1/2 mile East of Westfield Road, Northside
48	16. EDWARDSVILLE ROAD	West of Pecatonica Road both sides
25	17. KLINGER ROAD & COMLY ROAD	Intersection, one side
144	18. CUNNINGHAM ROAD	West of Conger Road
500	19. PECATONICA ROAD	North of Edwardsville Road
875	20. PECATONICA ROAD	Just under 1 mile North of Cunningham Road
425	21. PECATONICA ROAD	Just south of Comly Road
850	22. PECATONICA ROAD	South of Grove Creek Circle

# FEET	ROAD	LOCATION
<u>107,754</u>	TOTAL	
167,178	GRAND TOTAL	

END OF SECTION THREE: BID SPECIFICATIONS

SECTION FOUR: BID FORM

Name of Bidder			
Contact Person			
Address			
City, State, ZIP			
Telephone		FEIN No.	
Email(s)			

TO: Winnebago County Purchasing Department

The undersigned, being duly sworn, certifies they are an:

- | | | | |
|--------------------------|--------------------------|---------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| OWNER/SOLE PROPRIETOR | MEMBER OF PARTNERSHIP | AN OFFICER OF CORPORATION | MEMBER OF JOINT VENTURE |

Further, as the Bidder, declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he/she has fully examined the proposed forms of agreement and the scope of services or work specifications for the above designated service, and all other documents referred to or mentioned in the solicitation documents, specifications and attached exhibits, including Addenda.

(Bidder, must list below any and all Addenda or your offer will be rejected, as non-responsive)

No(s): _____ and _____ and _____ issued thereto;

Further, the undersigned certifies and warrants that he/she is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or By-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate. The Affiant deposes and says that he/she has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

Further, the Bidder certifies that he/she has provided equipment; supplies or services comparable to the items specified in this solicitation to the parties listed in the Business Reference Form and authorizes the County to verify references of business and credit at its option. Finally, the Bidder, if awarded a contract, agrees to do all other things required by the solicitation documents, and that he/she will take in full payment therefore the sums set forth in any resulting contract award

SIGNATURE OF BIDDER

SIGNATURE _____

Name and Title of Signer _____

Dated this _____ **day of** _____ **2023**

AUTHORIZED VENDOR NEGOTIATOR

Name and Title _____

Phone and Email _____

BID PRICING

WEED CONTROL/SPRAYING TO COUNTY CONCRETE MEDIANS & GUARD RAILS

BID PRICE:

YEAR ONE: \$ _____

YEAR TWO: \$ _____

TOTAL YEARS

ONE & TWO: \$ _____

Term is 2-Year with a 1-Year renewal option, based on no change in pricing for 2-Years.

END OF SECTION FOUR: BID FORM

SECTION FIVE: BUSINESS REFERENCES FORM

The Bidder must list references for the last three (3) completed projects, listing company, name, address, contact person, telephone number and date of completion. If Bidder is a new business, provide references that will enable the County to determine if Bidder is responsible.

NAME	
CONTACTPERSON	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	
EMAIL	

NAME	
CONTACTPERSON	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	
EMAIL	

NAME	
CONTACTPERSON	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	
EMAIL	

END OF SECTION FIVE: BUSINESS REFERENCE FORM

RETURN BID LABEL

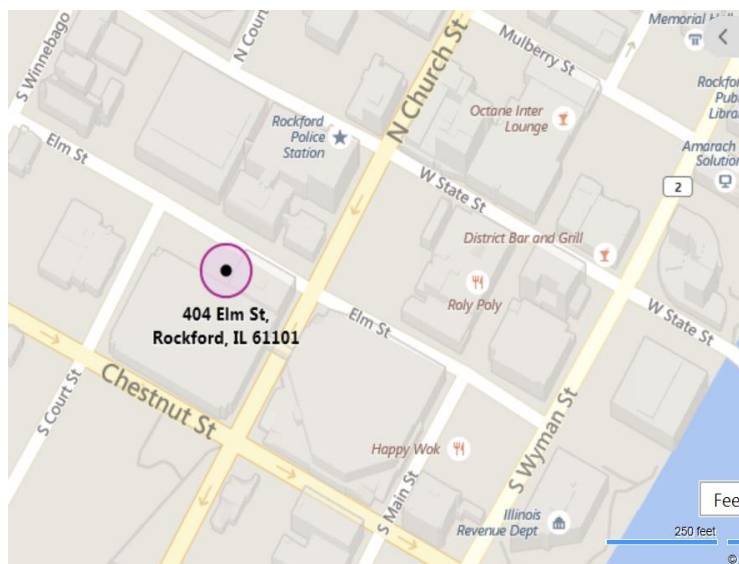


The County of Winnebago, Illinois will receive sealed Bids at:

**WINNEBAGO COUNTY
PURCHASING DEPARTMENT
404 ELM STREET, ROOM 202
ROCKFORD, ILLINOIS 61101**

All Bids must be enclosed in sealed envelopes marked:

**“HIGHWAY-VEGETATION
CONTROL”**



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



BID# 23B-2284	WINNEBAGO COUNTY PURCHASING DEPARTMENT 404 ELM STREET, ROOM 202 ROCKFORD, ILLINOIS 61101
PURCHASING DIRECTOR: ANN JOHNS	
BID NAME: HIGHWAY-VEGETATION CONTROL	
BID DUE DATE/TIME: 4/11/2023- 10:00 AM	