



# Winnebago County - Purchasing Department

404 Elm Street Room 202

Rockford, Illinois 61101

Phone: (815)319-4380

Email: [Purchasing@purchasing.wincoil.gov](mailto:Purchasing@purchasing.wincoil.gov) Website: <http://www.wincoil.gov>

INVITATION FOR BID	23B-2305	BID ISSUE DATE	9/1/2023
BID TITLE	WCHD DEMOLITION- 401 DIVISION STREET		
DUE DATE DEADLINE	9/19/2023	TIME DEADLINE	11:00 AM
SUBMIT ONE (1) ORIGINAL, PLUS THREE (3) COPIES		BOND REQUIRED	BID & PERFORMANCE

## TO ALL PROSPECTIVE BIDDERS:

You are invited to submit your Bid for the demolition of 401 Division Street; Rockford, IL (PIN # 11-26-157-001; PIN # 11-26-104-002) in accordance with all City of Rockford and Winnebago County ordinances and all State and Federal laws and regulations.

## Attachments:

- **Parcel Summary**
- **Overhead Picture – The Structure inside the red border needs to be demoed and removed**
- **Asbestos Report**
- **NiCor Gas Disconnect**

Bids will be received and timestamped in the Purchasing Department, County Administration Building, 404 Elm Street, Room 202, not later than **11:00 AM** on **September 19, 2023**. The bids will be publicly opened and read by the Director of Purchasing or her representative at **11:05 AM** at the same location. *Late bids will not be considered.*

***To schedule a site visit call Todd Marshall at WCHD at 815-720-4118.***

NAME OF BIDDER	
CONTACT	
TELEPHONE	
EMAIL	

**SECTION 1 - BID COVER PAGE**

<b>PROJECT NAME</b>	<b>WCHD DEMOLITION- 401 DIVISION STREET</b>
<b>USER DEPARTMENT</b>	Winnebago County Health Department

<b>BID SCHEDULE OF EVENTS</b>	<b>LOCATION</b>	<b>DATE</b>	<b>TIME (CST)</b>
<b>MANDATORY PRE-BID MEETING &amp; MANDATORY SITE VISIT</b>	None	N/A	N/A
<b>DEADLINE: FOR BIDDERS TO SUBMIT THEIR QUESTIONS</b>	Submit by email to: <a href="mailto:purchasing@purchasing.wincoil.gov">purchasing@purchasing.wincoil.gov</a>	<b>9/7/23</b>	<b>12:00 PM</b>
<b>DEADLINE: RESPONSES TO BIDDERS QUESTIONS BY ADDENDUM(S)</b>	County will send via Email and post on the County's Website	<b>9/11/23</b>	<b>2:00 PM</b>
<b>DEADLINE: BID DUE DATE</b>	Deliver to Room 202 - Administration Building, 404 Elm Street, Rockford, Illinois 61101	<b>9/19/23</b>	<b>11:00 AM</b>

The documents constituting component parts of the Bid Solicitation are the following:

√	<b>BID SUBMITTAL CHECKLIST</b>
1.	Submit one (1) Original signed Bid, plus three (3) copies
2.	Bid Bond and Performance Bond, as outlined herein
3.	Bid Pricing & Schedule
4.	Bid Form
5.	Business References Form
6.	Bidder's Subcontractor Form
7.	Bid Exception Form
8.	Use of the <u>Bid Return Label</u>
9.	Vendor Registration Form
10.	Suspension/Debarment Certification Form

**\*\*\* ALL BIDS MUST BE ENCLOSED IN SEALED ENVELOPES MARKED: \*\*\***

**“WCHD DEMOLITION – 401 DIVISION STREET”**

Information is available from the Purchasing Department, County Administration Building, 404 Elm Street, Room 202, Rockford, Illinois, 61101, (815) 319-4380 or Email: [purchasing@purchasing.wincoil.gov](mailto:purchasing@purchasing.wincoil.gov)

**END OF SECTION 1 - BID COVER PAGE**

The documents constituting component parts of this Bid Solicitation are the following:

**TABLE OF CONTENTS**

**SECTION 1 - BID COVER PAGE... PAGE 2**

**SECTION 2 - INSTRUCTIONS TO BIDDERS... PAGE 4**

**SECTION 3 - GENERAL CONDITIONS ... PAGE 7**

**SECTION 4 - SPECIAL CONDITONS ... PAGE 11**

**SECTION 5 - INSURANCE REQUIREMENTS ... PAGE 14**

**SECTION 6 - ADDITIONAL WORK REQUIREMENTS ... PAGE 16**

**SECTION 7 - SCOPE OF SERVICES/WORK... PAGE 18**

**SECTION 8 - BID PRICING & SCHEDULE ... PAGE 22**

**SECTION 9 - BID FORM... PAGE 23**

**SECTION 10 - BUSINESS REFERENCES FORM. ... PAGE 26**

**SECTION 11 - BIDDER'S SUBCONTRACTOR FORM... PAGE 27**

**SECTION 12 - BID EXCEPTION FORM... PAGE 28**

**SECTION 13 - BID RETURN LABEL. ... PAGE 29**

**REQUIRED FORMS ... END OF DOCUMENT**

## SECTION 2 – INSTRUCTIONS TO BIDDERS

**COMMUNICATIONS:** To create a more competitive and unbiased procurement process, the County has a single point of contact throughout the process. From the issue date of this Bid, until a Successful Bidder is selected, all requests for clarification or contacts with County personnel concerning this Bid or the evaluation process must be solely with the Purchasing Department.

A violation of this provision is cause for the County to reject the Bidder's submitted Bid. If it is later discovered that a violation has occurred, the County may reject any Bid or terminate any contract awarded pursuant to this Bid. No contact regarding this solicitation with County employees is permitted.

**BID INFORMATION AND QUESTIONS:** Each Bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing Bids, Bidders are advised to rely only upon the contents of this Bid solicitation and accompanying documents and any written clarifications or addenda issued by the County. If a Bidder finds a discrepancy, error, or omission in the Bid solicitation, or requires any written addendum thereto, the Bidder must notify the Purchasing Department, so that written clarification may be sent to all prospective Bidders. The County is not responsible for oral representations. All questions must be submitted, in writing, to the Purchasing Department before the **Bidder's Questions Deadline**. All answers will be issued in the form of a written Bid Addendum.

**BID SUBMISSION:** Bids must be submitted before the date and time indicated as the **Bid Due Date Deadline**. It is each Bidder's responsibility to ensure that the submittal is received and timestamped prior to the **Bid Due Date Deadline**. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Bids will be accepted during the normal course of business from 8:00AM to 5:00 PM local time, Monday through Friday, except for legal holidays, at the County's Purchasing Department.

Bids arriving after the stated **Bid Due Date and Time Deadline** will not be accepted and shall be returned to the Bidder unopened. The Purchasing Department timestamp shall be the official time. The opening of a Bid does not constitute the County's acceptance of the Bidder as a responsive and/or responsible Bidder.

Bidders must sign, in ink, the **Bid Form**, where indicated. Unsigned Bids will not be considered. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the County, if the Bidder is determined to be the most responsive and responsible Bidder.

Bids must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the **Bid Return Label** secured to the lower left-hand corner.

- a) Submission of a Bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Bid solicitation and specifications and terms, and the County's Purchasing Ordinance and that the Bidder understands and agrees to abide by each, and all of the stipulations and requirements contained therein.
- b) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Bid must also initial corrections in ink.
- c) All costs incurred in the preparation and presentations of the Bid, as well as, any resulting contract, are the Bidder's sole responsibility; no such costs will be reimbursed to any Bidder. All documentation submitted with the Bid will become the property of the County.
- d) Bids are subject to public disclosure after the **Bid Due Date Deadline**, in accordance with State Law under the Freedom of Information Act (FOIA).

**CONTRACT AWARD:** The County reserves the right to withdraw the Bid solicitation, to award to one Bidder, to any combination of Bidders, by item, group of items, or total Bid. The County may waive informalities, if it is in the County's interest. The Bidder(s) to whom the award is made will be notified, as soon as possible. Tentative acceptance of the Bid, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the email address designated in the Bid. All Bids must be for a firm fixed price unless modified. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. Award of this Bid is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the Bidder's Bid does not constitute a binding contract. There is no contract until the County's policies have been fulfilled. The County is not liable for performance costs until the successful Bidder has been given a fully executed contract. Failure to accept the terms and conditions of the County may deem the Bidder non-responsive.

**ALTERNATE OR EQUAL BIDS:** The specifications cannot cover precisely, all minute details of the goods or equipment required. Therefore, for purposes of establishing a standard of quality, the items listed in the specification may state brand names, manufacturer's models, numbers, and etcetera. The County of Winnebago, for cost effective measures, standardizes on specific items; those Bids will contain the language "No Substitutions," and any alternative will not be considered. A generic or an alternate brand product of equal specifications may be proposed as an alternative for the item identified unless "No Substitutions" is indicated. However, in bidding an alternate item, the Bidder must also attach manufacturer's printed specifications and literature.

**NON-DISCRIMINATION:** The County will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Bidder must comply with all Federal, State and local laws and policies that prohibit discrimination in employment contracts.

**REJECTION:** The County reserves the right to reject any or all Bids, or to accept or reject any Bid in part, and to waive any minor informality or irregularity in Bids received, if it is determined by the Director of Purchasing or designee that the best interest of the County will be served by doing so. The County may reject any Bid from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Bidder is debarred by the County from consideration for a contract award, or if Bidder has committed a violation of the ethics or anti-kickback provisions of the County's Purchasing Ordinance which resulted in a termination of a contract or other material sanction.

**PROPRIETARY INFORMATION/FOIA:** Under the Illinois Freedom of Information Act, all records in the possession of the County are presumed to be open to inspection or copying, unless a specific exception applies. One exemption is "trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1) (g). The County will assume that all information provided in a Bid or proposal 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, submit both an unredacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

**CONTRACT NEGOTIATION:** All Bids must be firm for at least 90 calendar days from the **Bid Due Date**. If for any reason, a Contract is not executed with the selected Bidder within fourteen days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. There is no contract until the County's policies and procedures have been fulfilled.

**DISQUALIFICATION OF BIDDERS:** Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of the Bid:

1. Evidence of collusion among Bidders.
2. Lack of competency as revealed by finances, experience, or equipment
3. Lack of responsibility as shown by past work.
4. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work, if awarded.

**BIDDER RESPONSIBILITIES:** The Bidder must be capable, either as a firm or a team, of providing all services as described under Specifications and/or Scope of Work (Services) and to maintain those capabilities until notification of the fact that their submitted Bid was unsuccessful. The selected Bidder must remain capable of providing all services proposed as described under Specifications and/or Scope of Work/Services and must maintain those capabilities until the agreement is successfully finished.

**COMPLIANCE WITH ILLINOIS STATE LAW:** By submitting a response, Bidder certifies that it has obtained all required authorizations, certifications, and/or licenses required by law to perform the work described herein and transact business within the State of Illinois. This may include but is not limited to, in the case of a foreign business corporation, limited liability company, limited partnership, or limited liability partnership, authorization from the Illinois Secretary of State to transact business within the State of Illinois.

**PREVAILING WAGE:** Prevailing rate of wages as determined by the Illinois Department of Labor does apply to some or all work performed on this contract and paid to all laborers, workers and mechanics performing work under this contract. State statutes regarding Prevailing Wage and the current wage rates are available online. Bidder must retain payroll records for five (5) years and make those records available for inspection by the County or the Illinois Department of Labor. It is the Contractor's responsibility to comply with these requirements and to assure compliance by their subcontractors.

**WITHDRAWAL:** Bids may only be withdrawn, by written notice, prior to the **Bid Due Date** deadline. No Bid may be withdrawn after the **Bid Due Date** deadline.

## **END OF SECTION 2 - INSTRUCTIONS TO BIDDERS**

### SECTION 3 – GENERAL CONDITIONS

**ADDENDUM AND SUPPLEMENT TO THE INVITATION FOR BID:** If it becomes necessary or advisable to revise any part of this Bid or if additional data is necessary to enable the exact interpretation of provisions of this Bid, revisions will be provided in the form of an Addendum. *Mandatory Addendums must be acknowledged on the completed Bid Form.*

**APPLICABLE CODES AND ORDINANCES:** Bidder hereby certifies that all materials and services to be provided as part of the bid comply with all relevant codes, ordinances, laws, and regulations applicable to the bid project.

**ASSUMPTION OF RISK:** Until the completion and final acceptance by the County of all work under or implied by the Contract, the work shall be under the Contractor's care and charge and Contractor shall be responsible therefore. Contractor shall rebuild, replace, repair, restore and make good all injuries, damages, re-erection, and repairs rendered necessary by causes, of any nature, to all or any portion of the work.

**CHANGES:** The County of Winnebago reserves the right to make any desired change in the specifications after the Contract is awarded; but if changes are made, the price added or deducted from the contract price, shall be agreed to in advance, between County of Winnebago and the successful Contractor.

**CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:** It is agreed that all specifications, drawings, or data furnished by County of Winnebago shall (1) remain the County's sole and exclusive property; (2) be considered and treated by Bidder as County's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of the work that is the subject of this Bid; and (3) be returned upon request.

**BIDDER PERFORMANCE:** The Instructions to Bidders, General Conditions, Special Conditions, Scope of Services, Insurance Requirements, Exception Form, Bid Form and Attached Exhibits and Forms, together with the issued County Purchase Order, shall be incorporated in and become terms of the Contract. All items or services shall be supplied in strict accordance with the specifications. The Contractor's performance under the terms of the Contract shall be to the satisfaction of the County. Failure to comply with any Contract terms or statutory requirements shall be deemed a performance breach.

**DISCIPLINE:** Nothing is construed to imply that the County is retaining control over the operative details of the Contractor's work or the Subcontractor's employee's work. The Bidder is assuming oversight and compliance with all safety guidelines.

**DISPUTES:** In case of a dispute as to whether an item or service delivered meets specifications, the decision of the Director of Purchasing, or authorized representative, shall be final and binding on all parties.

**DRUG FREE WORKPLACE:** The Contractor (whether an individual or company) agrees to provide a Drug Free Workplace as provided for in 30 ILCS 580/1 et seq.

**ENDORSEMENTS AND ADVERTISEMENT:** Bidder shall not use the name, seal or images of County of Winnebago or Winnebago County Health Department in any form of endorsement to any third-party without the County's and/or Health Department's written permission. The Bidder shall not place or maintain any posters, signs, or other advertisements in or about the work location, except by prior written County approval.

**FORCE MAJEURE:** The County of Winnebago shall not hold Bidder liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented, i.e., droughts, floods, severe weather phenomena, etcetera.

**FUEL SURCHARGE:** The County of Winnebago does NOT accept, nor pay, any fuel surcharges.

**HOLDING OF BIDS:** Bidder may withdraw their Bid at any time prior to the time specified as the closing time for the receipt of Bids. However, no Bidder shall withdraw or cancel a Bid for a period of ninety (90) calendar days after said closing time for the receipt of Bids or additional days if stated in the solicitation.

**INDEMNITY and HOLD HARMLESS:** The Bidder shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County, the Winnebago County Health Department, and their officers, elected officials, 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 Contractor, 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 Contractor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited because of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County, the Winnebago County Health Department, their officers, elected officials, agents, or 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's, Health Department's, or Contractor's defense of any such claims, actions, or suits.

The Bidder shall be responsible for any damages incurred because of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction because of its errors, omissions or negligent acts. The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. because of indemnification or insurance.

**LAW GOVERNING and VENUE:** The Bid and resulting Contract shall be governed by the Laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws. Bidder agrees that venue for all disputes arising out of the Bid process, including but not limited, to judicial review of any protest decision, will be exclusively in the Circuit Court for the Seventeenth Judicial Circuit in Winnebago County, Illinois and that Illinois law will control.

**LIABILITY OF CONTRACTOR:** The mention of any specific duty or liability imposed upon Bidder shall not be construed as a limitation or restriction of any general or other liability or duty imposed upon Bidder by Contract, said reference to any specific duty or liability being made merely for explanation. Bidder shall be responsible to the County for the acts and omissions of all its employees and all subcontractors, their agents and employees, and all other persons performing any of the Work under an agreement with Contractor.

**LIENS, CLAIMS, AND ENCUMBRANCES:** Bidder warrants and represents that all the goods, equipment and materials ordered are free and clear of all liens, claims, or encumbrances of any kind.

**WORDS AND FIGURES:** Where amounts are given in both words and figures, the words shall govern. If the amount is not written in words, the unit cost will take precedence over the extended price, in the case of a discrepancy in the calculations.



**NON-COLLUSION:** The Bidder, by its officers, agents or representatives present at the time of filing this Bid, say that neither they nor any of them, have in any way directly or indirectly, entered into any arrangement or agreement with any other Bidders, or with any public officer of the County of Winnebago, Illinois, or the Winnebago County Health Department, whereby the Bidder has paid or is to pay to such entity or public officer any sum of money or anything of value. The Bidder, by its officers, agents or representatives present at the time of filing this Bid, further say that neither they nor any of them have directly or indirectly entered into any arrangement or agreement with any other Bidder or Bidders whereby inducement of any form or character, other than that which appears upon the face of the Bid, was or will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of said Bid 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 Bid.

**TRANSFER OF OWNERSHIP OR ASSIGNMENT:** The terms and conditions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments, the County of Winnebago must be notified and approve the same in writing.

**PAYMENT:** Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order and/or Contract Agreement, including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work are subject to the Illinois Prevailing Wage Act (820 ILCS 130/).

**SUBCONTRACTORS:** If applicable, all subcontractors shall be identified on the **Bidder's Subcontractor Form**, contained herein. The County of Winnebago reserves the right to reject any or all subcontractors.

**PROTEST:** Any actual or prospective Bidder, Offeror, or Contractor who believes they have been adversely affected in connection with the solicitation or award of a contract may, within seven calendar days of the solicitation, Bid Due Date or award, by mail or have served, a letter of protest to the Director of Purchasing. The Director of Purchasing must submit a response in writing to the protesting entity, within the timeframe established in the County's Purchasing Ordinance.

**TAX:** The County of Winnebago does not pay Federal Excise Tax or Illinois Sales Tax. The County's Tax exemption number is E9997-4551-07. A copy of the exemption letter is available upon written request.

**RESERVATION OF RIGHTS:** The County of Winnebago reserves the right to reject any or all Bids failing to meet the County's specifications or requirements and to waive technicalities. If in the County of Winnebago's opinion, the lowest Bid is not the most responsible Bid, the right is reserved to make awards as determined solely by the judgment of the County of Winnebago. In determining the lowest responsible Bidder, the County shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. 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 Bid may result in the disqualification of their 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 or revised Bid.

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's discretion and shall be made in the best interest of the County.

The County of Winnebago reserves the right to award to more than one Bidder, if it deems it is in the best interest to do so.

**WAIVER OF IRREGULARITIES:** The County of Winnebago may, at any time and at its sole and absolute discretion, reject any and all or parts of any and all Bids, re-advertise this Bid, postpone or cancel this Bid process, or waive any irregularities in this Bid or in the Bid responses received as a result of this Bid.

**WARRANTY:** Complete warranty information detailing period and coverage must be submitted to the County prior to final payment.

### **END OF SECTION 3 - GENERAL CONDITIONS**

## SECTION 4 – SPECIAL CONDITIONS

**ACCURACY DISCLAIMER:** The Bidder shall thoroughly acquaint himself with the sites for the proposed Bid to fully understand the facilities, difficulties and restrictions attending to the execution of the Bid. The Bidder will be allowed no additional compensation for his failure to be so informed. The Bidder shall take no advantage of any error or omission in the proposal or advertised Bid.

**ADDITIONAL MISCELLANEOUS REQUIREMENTS:** The Bidder is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the Contract or its rights, title of interest therein or its power to execute the Contract to any other person, company or corporation without the previous consent and approval in writing by the County. The County staff will not take delivery of any equipment or material. The Bidder shall have a representative on-site to receive any equipment or material delivered for this project.

**BID BOND REQUIRED:** A Bid Bond for not less than ten (10) percent of the Bid amount must accompany all bids as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract. A bank cashier's check, bank draft, or certified check, made payable to the County of Winnebago, equal to the amount specified is acceptable in lieu of a Bid Bond. Money Orders or Company checks will not be accepted. Bids received without a Bid Bond, as outlined herein, will be rejected. The unsuccessful Bidder's checks will be returned after the County Board has awarded the Bid. The Bid Bond or cashier's check of the successful Bidder will be returned after being replaced with their Performance Bond.

**PERFORMANCE BOND REQUIRED:** Within fourteen (14) calendar days of notification of Contract award, a Performance Bond for the amount of the Contract will be required from the successful Bidder and shall be valid throughout the life of the Contract. The Performance Bond will be returned at the successful completion of the Contract. Failure to furnish the required bond within the time specified may be cause for rejection of the Bid and any bid deposit may be retained by the County as liquidated damages and not as a penalty.

**CANCELLATION:** The County reserves the right to cancel the whole or any part of this Contract (1) upon 120 day written notice, without cause, or (2) upon 30-day written notice due to failure by the Bidder to carry out any obligation, term or condition of the Contract. The County will issue written notice to the Bidder for acting or failing to act as in any of the following:

- a. Bidder provides material that does not meet specifications of the Contract.
- b. The Bidder fails to adequately perform the services set forth in the Contract.
- c. The Bidder fails to complete the work required or to furnish the materials required within the time stipulated.
- d. The Bidder fails to progress in the performance of the Contract and/or gives the County reason to believe the Bidder will not or cannot perform the requirements.

Upon receipt of the written **Notice of Concern**, the Bidder shall have ten (10) days to provide a satisfactory, written response to the County. Failure on the part of the Bidder to adequately address all issues of concern may result in the County resorting to any single or combination of the following remedies:

1. Cancel the Contract.
2. Reserve all rights or claims of damage for breach of any covenants of the Contract.
3. Perform any test or analysis on materials for compliance with the specifications of the Contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne on the Contractor.

**PERMITS, FEES, AND NOTICES:** The awarded Bidder shall secure and pay for all required permits associated with the demolition and proper disposal of all demolition materials. The Bidder must file all required legal paperwork including notices for the proper execution and completion of the demolition.

**REGULATIONS AND CODE REQUIREMENTS:** All work shall be performed in accordance with the latest versions of City of Rockford and Winnebago County ordinances and all State and Federal laws and regulations.

**ADDENDUM AND SUPPLEMENT TO THE BID:** If it becomes necessary or advisable to revise any part of this Bid, or if additional data is necessary to enable the exact interpretation of provisions of this Bid, revisions will be provided in the form of an Addendum. If revisions are made after any *mandatory Pre-Bid Meeting*, the revisions will be provided only to those Bidders who will have attended the *mandatory meeting*.

**SIGNATURE OF BIDS:** The signature on Bid documents shall be that of an authorized representative of the Bidder. An officer or agent of the offering Bidder who is empowered to bind the Bidder in a Contract shall sign the Bid documents.

Each Bidder, by making and signing their Bid, represents that he/she has read and understands all the Bid documents. **Any Bid not containing said signed documents shall be non-conforming and shall be rejected.** In the event that any addenda to this Bid are issued, a public posting a minimum of seven (7) days will be adhered to, and could result in a revised date for the **Bid Due Date** deadline.

Addendum information is available at the County's website [Purchasing Department \(wincoil.gov\)](http://wincoil.gov/Purchasing-Department). It is strongly advised that Bidders check for any addenda a minimum of forty-eight hours (48) in advance of the **Bid Due Date**.

**BID FORM:** The Bidder, by signing the **Bid Form**, acknowledges and agrees to abide by the terms and conditions of this entire Bid solicitation.

**INQUIRIES & QUESTIONS:** Any questions and/or inquires may be directed to the Bid contact no later than the date provided in the Bid or the latest Addendum. The individual listed below shall be the single point of contact for this Bid. Unless otherwise directed, do not discuss this Bid, directly or indirectly, with any County employee other than the Bid contact. Only information provided in writing by the Purchasing Department shall be binding on the County.

**Bid Contact:** Melinda Macias-Purchasing Specialist  
Telephone: 815-319-4380  
Email: [purchasing@purchasing.wincoil.gov](mailto:purchasing@purchasing.wincoil.gov)

**CHANGES IN WORK:** The County reserves the right to make changes in the scope of the Contract or issue instructions requiring additional work or direct the deletion of certain work. Any such changes by the County shall not invalidate the Contract or relieve the Bidder of any obligations under the Contract. Changes to the Work shall be authorized in writing and executed by the County and Bidder by means of a Change Order.

A Change Order for work is not necessary, and Bidder shall not be entitled to additional compensation, when the work is reasonably inferable as within the Contract or when the work was made necessary as a result of an error or omission of the Bidder or any subcontractor. Bidder shall not be entitled to an adjustment to the Contract Amount or Contract Time for any work performed: outside the scope of the Contract and for which no prior written authorization by the County was obtained; which exceeds the Contract Amount or other agreed upon pricing and for which no Change Order was executed; or relating to differing site conditions that require prior written notice before proceeding as further provided herein.

**SUSPENSION:** The County, at any time, by written notice to the Bidder, may require the Bidder to stop all, or any part, of the work required by the Contract. Upon receipt of such a notice, the Bidder shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the notice. Bidder shall, upon receipt of notice of suspension, identify in writing all work that must be completed prior to suspension of the work, including all work associated with suspension that must be performed. With respect to work so identified by Bidder and approved by the County, the County will pay for the necessary and reasonable costs associated with that work. Bidder shall not be entitled to any claim for lost profits due to the suspension of the work by the County.

**END OF SECTION 4 - SPECIAL CONDITIONS**

## SECTION 5 – INSURANCE REQUIREMENTS

Upon notice of award of Bid, the successful Bidder shall, within fifteen (15) calendar of said notice, furnish to the Director of Purchasing a Certificate of Insurance (COI) and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to the County licensed to do business in the State of Illinois. All required insurance shall be maintained by the Bidder in full force and effect during the life of the Contract, and until all work has been approved and accepted by the County. The Bidder is responsible for all insurance deductible and Self-Insured Retentions.

TYPE OF INSURANCE		MINIMUM ACCEPTABLE LIMITS OF LIABILITY
<b>1</b>	<b>Workers Compensation</b>	Statutory
<b>2</b>	<b>Employers Liability</b> A. Each Accident B. Each Employee-disease C. Policy Aggregate-disease	\$2,000,000 \$2,000,000 \$2,000,000
<b>3</b>	<b>Commercial General Liability</b> A. Per Occurrence B. General Aggregate 1. General Aggregate- Per project 2. General Aggregate - Products/ Completed Operations	\$5,000,000 \$5,000,000 \$5,000,000 \$5,000,000
<b>4</b>	<b>Business Auto Liability</b>	\$2,000,000
<b>5</b>	<b>General Umbrella Excess Liability</b>	\$5,000,000

If any policy or coverage is written as "claims made" then coverage must be maintained for four (4) years **After** project completion.

At all times during the term of the contract, the Bidder and its independent Contractors shall maintain, at their sole expense, insurance coverage as set forth herein.

- It is the responsibility of Bidder to provide a copy of this Bid to their insurance provider.
- It may also be required that the Bidder's insurer and coverage be approved by Winnebago County prior to execution of the Contract.
- No work shall be started until receipt of Certificate of Insurance.

The **County of Winnebago and Winnebago County Health Department shall be named as additional insureds** on all Certificates of Insurance. Insurance certificates shall also reference project name and Bid Number. The Certificates with all required endorsements should be emailed to: [purchasing@purchasing.wincoil.gov](mailto:purchasing@purchasing.wincoil.gov)

**CHANGES IN OR TERMINATION OF INSURANCE COVERAGE:** The insurance carrier of the insured is required to notify the County of termination of any of these coverages prior to the completion of any contract, at least 30 days prior to expiration.

**INSURANCE RATING:** All the above-specified types of insurance shall be obtained from companies that have at least an A rating in Best's Guide or the equivalent.

**SURVIVAL OF INDEMNIFICATION:** The indemnification described above shall not be limited due to the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

**NOTICE OF LAWSUIT:** Within 60 days of service of process, the County shall notify the Bidder of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Bidder of its obligation to provide indemnification.

**CHOICE OF LEGAL COUNSEL:** The Bidder shall provide coverage as provided in the Contract and retains the right to choose legal counsel subject to the approval of the County and appointment by the State's Attorney Office.

**END OF SECTION 5 - INSURANCE REQUIREMENTS**

## SECTION 6 – ADDITIONAL WORK REQUIREMENTS

### **COOPERATION WITH UTILITIES:**

It shall be the responsibility of the Bidder to cooperate and coordinate with utility companies prior to commencing demolition. Call JULIE at 1-800-892-0123 before digging. The Bidder shall make his own investigation to verify or determine the existence, nature and location of all the utilities and structures on the site that may interfere with the demolition before starting his operations.

**JOB SITE DAILY CLEANUP:** Bidder shall maintain a clean work site and at the end of each day shall make sure that all debris and scrap materials no longer needed for the construction are properly removed and disposed of.

**EQUIPMENT AND MATERIALS STAGING:** Bidder shall be responsible for the proper, safe, and adequate storage of all materials and equipment. The Bidder shall not place any equipment or materials on the job site without prior approval by the County. All staging locations for equipment and materials must be pre-approved by the County. Bidder and subcontractors are responsible for the security of their own materials, tools and equipment at the site, and the County shall not be liable for any loss or damage that may occur thereto.

Bidder shall not be entitled to payment or reimbursement for any off-site storage of materials or equipment unless such off-site storage was pre-approved in writing by the County.

**VEHICLES AND EQUIPMENT:** The Contractor's vehicles shall be located on the paved surface of a street and will not use private driveways or block any public sidewalk. The County shall have final determination of necessary restoration. Equipment shall not enter private property unless the property owner consents or the County has obtained signed right-of-entry release forms for the required work.

**SAFETY OF PERSONS:** Bidder shall be solely and completely in charge of, and responsible for maintaining the site and performing the work, so as to prevent accidents or injury to persons performing the work, and to any person on, about, or adjacent to the site where the work is being performed. This duty exists, and shall apply, continuously and shall not be limited to normal working hours. Bidder shall maintain and implement, and ensure that all Subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of employees and persons nearby. Bidder is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements of this Section.

Bidder shall comply with all applicable Federal, State, and Local safety laws, regulations and codes, including, but not limited to, those safety precautions as to construction involving, or in the vicinity of, overhead and/or underground electrical facilities and utilities. Bidder shall be responsible for all applicable employee safety training/education, as well as accident record maintenance.

**PROTECTION OF PUBLIC AND PRIVATE PROPERTY:** Bidder shall adequately protect the site, adjoining properties and all work from damage or loss arising in connection with, or during the performance of, the work. Bidder shall pay for any such damage, injury or loss caused by its agents, employees, or subcontractors or from the action of the elements. Bidder will be required, without cost to the County, to remove and replace all portions of the damaged work, and to repair or replace all damage caused to County and private property and adjoining properties. Bidder will take sufficient precautions and ensure that all Subcontractors take sufficient precautions, to prevent damage to property, materials, supplies, and equipment, and avoid interruptions in the performance of the work. Bidder is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.



The Bidder shall resolve any claims for damage with the property owner within ten (10) days after damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the property owner and/or the County, the County reserves the right to repair or replace that which was damaged by the Bidder and deduct this cost from any payment due the Contractor.

**REPAIR OF DAMAGE:** Upon termination of the Contract, or upon completion of the work, Bidder shall repair or replace, at no expense to the County, any damage to existing buildings, paving, landscaping, streets, drives, utilities, Right-of-Way, or other County property arising during the performance of the work or incidental thereto caused by Contractor, any Subcontractors, material suppliers, or others performing work on behalf, or at the request, of Contractor. Such repair or replacement shall be performed by craftsmen skilled and experienced and shall result in conditions that existed as of the Effective Date of the Contract.

**INTERPRETATION OF THE WORK:** The County shall in all cases determine the amount or quantity of the several kinds of Work, which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The County shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the work herein contemplated either before or after the commencement of the work. If such alterations diminish the quantity of the work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such work in the Contract. The County hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Bidder proposes to furnish pursuant to the Contract.

The quantities appearing in the Bid schedule are approximate and are prepared for the comparison of Bids. Payment to the Bidder will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted.

Submission of a bid shall be conclusive assurance and warranty the Bidder has examined the plans and understands all requirements for the performance of work. The Bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in-depth examination. The County will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the Bidder.

## **END OF SECTION 6 – ADDITIONAL WORK REQUIREMENTS**

## SECTION 7 – SCOPE OF SERVICES/WORK

### 7.1 DETAILED SPECIFICATIONS

- 7.1.1 Inspection. The successful bidder shall, before sealing any sewer lines, have the City of Rockford Building Department and Four Rivers Sanitation Authority make inspections before any back filling is started. The purpose of this requirement is to check to see if the sewer line is open to the trunk line. On-site inspections shall be made as the City of Rockford deems necessary.
- **Contractor shall contact Four Rivers Sanitation Authority at 815.387.7400 prior to demolition to schedule an inspection.**
- 7.1.2 Permits and Notices. Bidder shall comply with all laws and regulations of any public authority having jurisdiction over the work. The Bidder shall also, at their own expense, and in their own name, obtain all permits, certificates, and licenses required by the City of Rockford; shall carry on all work under this contract in strict conformity therewith, and shall save and keep harmless the County of Winnebago and the Winnebago County Health Department from any expense incurred thereby. A copy of the demolition permit will be required with the submittal of the final invoice for payment along with clearance documents
- 7.1.3 All related EPA notices and the **10-day notification of demolition required by the EPA must be obtained before demolition**. A fee of \$150 is to be paid by the Bidder to the Illinois EPA with each initial 10-working day notice required to be filed to perform demolition of asbestos-containing structures.
- 7.1.4 Bidder will obtain a Fire Department “X” Sign prior to the initiation of the demolition process and placard the building to denote potential hazards to Emergency Personnel from the Rockford Fire Department Fire Prevention Division at 204 South First Street; Rockford, IL 61104.
- 7.1.5 Door hangers and yard signs must be placed 10 days before the demolition start date. A yard sign with demolition address, estimated completion date, Bidder name and Bidder contact information shall be placed on demolition property. Door hangers should be placed 2 doors down on each side of property, across the street, across corners and behind the property being demolished (see attached map.) Door hangers will be provided by Winnebago County Health Department.
- 7.1.6 Winnebago County Department will provide Bidder with notice of utility disconnection for Water, Gas, and Electric.
- 7.1.6.1 The Bidder shall disconnect and properly seal any sewer lines in a manner specified and approved by Four Rivers Sanitation Authority.
- 7.1.7 Where utilities are found crossing the demolition site and serve adjacent properties not being demolished or deconstructed, such utilities shall be tagged or otherwise marked as necessary to remain and shall be protected from damage throughout the demolition process including final grading and seeding. Any damage to existing utilities which are necessary to remain in place for service of other sites shall be repaired or replaced and paid for by the awarded Demolition Contractor. All work in the public right of way shall be done in accordance with Section 26-123 of the City of Rockford Code of Ordinances.
- 7.1.8 Asbestos Removal. Winnebago County Health Department will provide the Bidder with the asbestos assessment as part of this Bid packet. If present, the Bidder is responsible for proper

abatement of such asbestos. All asbestos removal shall be performed in accordance with EPA regulations. When asbestos abatement is required, confirmation must be provided to the County by the licensed asbestos abatement contractor, that the abatement has been completed prior to the beginning of any demolition. The licensed State of Illinois Asbestos Abatement Contractor shall remove and dispose of any identified asbestos in accordance with OSHA, EPA, DNR, Federal, State, and local requirements.

## **7.2 REQUIREMENTS DURING DEMOLITION**

- 7.2.1 Temporary Structures. The Bidder shall furnish and erect all temporary sidewalks, barricade covers and other temporary structures necessary for the proper and safe conduct of the work and shall remove all such temporary structures upon the completion of the work under contract, all without additional compensation therefor. The Bidder shall have a competent superintendent on the site at all times that work is in progress with full authority to act.
- 7.2.2 Protection of Persons and Property. The use of explosives in the performance of the work of removing buildings shall be permitted only on written authorization of the Building Official of the City of Rockford and then only in a manner provided by law. The Bidder shall assume and bear all risk of damage to the work, and all risk of any accident, or accidents, from whatsoever cause arising, until the work herein provided for shall be fully completed and accepted by the County.
- 7.2.3 Removal of Material. The successful bidder shall remove all rubbish and waste resulting from the demolition work. The bidder shall use an approved dumpsite for depositing of all inert materials.
- 7.2.4 Site Conditions. At the end of each work day, the Bidder shall leave the premises in such condition that it will not constitute a public nuisance or hazard. This shall include removing debris from public streets, alleys, terraces, and sidewalks that are open to the public
- 7.2.5 Site Demolition. The Bidder shall provide all labor, materials, equipment, and supplies necessary to complete all items as described below. Any damage to property outside of what has been described in these specifications shall be restored to its original state or as directed by the City of Rockford Engineer, at the Contractor's expense.
- 7.2.6 Basement, Foundation, and Misc. The bidder shall remove all of the foundation walls, slabs, sidewalks, driveways, parking areas around structure and fences within property lines and basement. The Bidder shall also remove all fences and scrub trees within property lines, remove junk vehicles, remove concrete slabs, foundations, and all debris to provide a clean site.
- 7.2.7 Vegetation. All logs, bushes, saplings, landscaping, shrubs, brush, and stumps of a diameter less than 6" shall be completely removed.
- 7.2.8 Miscellaneous Items Onsite or Adjacent. All signs, flagpoles, foundations, patios, fences, garages, junk vehicles, sheds, and rubbish within the properties shall be completely removed.
- 7.2.9 Sidewalks, Driveways, Curbs and Paved Areas. All public sidewalks and curbs shall remain undisturbed. All paved bituminous surfaces and concrete slabs within the demolition site but outside of the building footprints shall be completely removed. This recovered material shall be processed in accordance with Local, State and Federal Regulations. Bidder is responsible for professionally repairing or replacing building and site components damaged as a result of construction activity.
- 7.2.10 Storage/Septic Tanks/Private Wells. In the event that underground storage tanks exist within the building to be removed, or on the premises of same, in accordance with State and City Fire Department regulations, unless otherwise directed by the City of Rockford Building Official, they shall be removed and disposed of by the Contractor. In the event a Private Well (s) is discovered

during the Contract, the Bidder will refer to Chapter 86, Article III, of the Winnebago County Code of Ordinances for proper abandonment. In the event a Septic Tank (s) is discovered during the Contract, the Bidder will refer to Chapter 86, Article II, of the Winnebago County Code of Ordinances for proper removal and disposal of the septic tank.

- 7.2.11 Submission of Anticipated Dump Location. Each bidder shall provide with their bid the location where the debris from this demolition will be dumped. State licensed site(s) for dumping rubble or any other private site where clean debris will be accepted must be listed. The bidder shall leave the premises in such condition that it will not constitute a public nuisance.
- 7.2.12 Unexpected Necessary Changes to Work. In the event of an unanticipated, unforeseeable additional expense, the Bidder must contact Winnebago County Health Department immediately and before any work is commenced to abate the issue unless it is an immediate life safety issue.
  - 7.2.12.1 Demolition may continue on other parts of the property that will not impact the specific issue.
  - 7.2.12.2 A Winnebago County Health Department representative will come out to inspect the issue as quickly as possible to make a determination on how the Bidder is to proceed. Such decision may involve consultation with other departments, experts, or County representatives.
  - 7.2.12.3 Winnebago County Health Department reserves the right to re-bid abatement of the specific issue.

### **7.3 REQUIREMENTS POST DEMOLITION**

- 7.3.1 The Bidder shall provide all labor, materials, equipment, and supplies necessary for the restoration of the site such that the entire parcel shall be left in a level, neat, safe, and sanitary condition as detailed below.
  - 7.3.1.1 A rough inspection needs to be scheduled through the City of Rockford after all building materials including foundations are removed and prior to backfilling.
  - 7.3.1.2 Fill Material. Openings, holes and voids shall be filled up to the surrounding ground level with gravel, crushed road stone or other approved material compacted to 95% compaction in accordance with ASTM D-698 as accepted by the City of Rockford. No debris shall be used as fill material.
  - 7.3.1.3 A vibratory roller or heavy equipment shall be used to roll each lift of material to obtain the desired keying or interlock and necessary compaction. The City of Rockford Engineer will verify that adequate keying has been obtained.
- 7.3.2 Topsoil: Bidder must finish the grading of all disturbed areas with no less than 4" of topsoil. Bidder must use a one inch (1") or less screen to screen top soil. Pulverized building materials or debris shall not be used as fill material. Topsoil shall be sourced from a clean borrow source or supplier. Topsoil consisting of Friable Sandy Loam that can be pulverized under normal hand pressure may also be acceptable. Topsoil consisting of Sandy Clay Loams with the lowest possible clay proportion may also be acceptable. Topsoil shall be free of roots, rocks larger than 1/2-inch, subsoil, debris, large weeds and foreign matter (including any construction rubble or other man- made items). Screening: Single screened. Topsoil material shall be indigenous to Northern Illinois region and may be used providing it meets with the requirements of Article 1081.05 of the Standard Specifications and has no more than 55 percent sand content as determined in accordance with AASHTO T88.

- 7.3.3 Seeding: Seeding shall be 100% Dutch white clover seed inoculated with Rhizobium bacteria – Strain B. Do not mix with annual rye or other grass seed. Seed tags must be submitted with payment request. 100% Dutch white clover seed to be applied at a rate of rate of 2 oz. of seed per 1,000 sq. ft., placed upon four (4) inches of screened topsoil. Bidder must use a one inch (1”) or less screen to screen top soil. Prior to planting, seed must be inoculated with the correct strain of Rhizobium bacteria (Strain B) if not already done. Use a cultipacker pulled by a light-weight tractor (do not use heavy equipment on the site that would compact the topsoil layer) or other method as recommended and approved by seed manufacturer to ensure seed has good contact with the soil. Plant seed ¼” deep. Mulch entire planting area to ensure proper moisture levels, removing bale string from the site. Seeding will be permitted from April 1 to October 10, unless approved by the City of Rockford Engineer.
- 7.3.4 Final Grade. Upon the completion of the demolition and removal operations, the final grade of the whole property must consist of a smooth grade consistent with the grades of the surrounding properties.
  - 7.3.4.1 The Bidder shall complete final grading in such a way to ensure the site has proper drainage, there is no ponding of water, and that run off does not cause damage to adjacent properties.
- 7.3.5 Erosion Control and Sediment Control
  - 7.3.5.1 The Bidder shall provide all materials, labor, equipment and all other incidentals to provide proper Erosion and Sediment Control.
  - 7.3.5.2 This work shall conform to the applicable portions of Section 280 of the Illinois Department of Transportation Standard Specifications for Road & Bridge Construction, City of Rockford Ordinances Chapters 26 & 109 and all requirements set forth in the Illinois Environmental Protection Agency’s General NPDES Permit No. ILR10. The management practices, controls, and other provisions for erosion and sediment control must be at least as protective as the requirements contained in the Illinois Urban Manual.
  - 7.3.5.3 The Bidder shall take special precautions to avoid tracking or spilling dirt and debris onto the adjacent roadways, sidewalks and other private or public areas. The Bidder shall remove, clean and/or sweep all debris material in and around the project site at the end of each work day to the satisfaction of City of Rockford and Winnebago County Health Department City, and properly dispose of the material.
  - 7.3.5.4 Manhole protection, inlet protection and silt fencing may be necessary at times during some project operations.
  - 7.3.5.5 Upon the completion of final grading and seeding, the Bidder shall install erosion control blanket around the perimeter of all disturbed areas. The installation shall be 8 feet wide and installed to the manufacturer’s instructions.
- 7.3.6 Any deviation of installation practices from the standard details shall be submitted to the City for approval prior to placement.
- 7.3.7 Schedule Final Inspection with City of Rockford. Bidder shall schedule a final inspection with City of Rockford. The City representative shall determine at that time whether the demolition has been completed satisfactorily and report to the Winnebago County Health Department.

**DEMOLITION MUST BE COMPLETED BY NOVEMBER 30, 2023**

**END OF SECTION 7 – SCOPE OF SERVICES/WORK**

**SECTION 8 - BID PRICING & SCHEDULE**

---

**TOTAL FOR PROJECT:**

**PRICE: \$** \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINT/TYPE NAME \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

TELEPHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

**END OF SECTION 8 - BID PRICING & SCHEDULE**

**SECTION 9 - BID FORM**

<b>Full Name of Bidder</b>			
<b>Contact Person</b>			
<b>Business Address</b>			
<b>City, State, ZIP</b>			
<b>Telephone</b>		<b>FEIN</b>	
<b>Email</b>			

**TO: Winnebago County Purchasing Department**

The undersigned, being duly sworn, certifies that he is:

- Owner/Sole Proprietor     
  Member of Partnership     
  Officer of the Corporation     
  Member of the Joint Venture

Further, the undersigned, 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; and that he/she has fully examined the proposed forms of agreement and the Bid specifications for the above designated purchase, all of which are on file in the office of the Director of Purchasing, Winnebago County, 404 Elm St., Room 202, Rockford, Illinois 61101 and all other documents referred to or mentioned in the Bid documents, specifications and attached exhibits, including Addenda.

**ACKNOWLEDGEMENT of SOLICITATION ADDENDUM**

Bidder acknowledges that it incorporates the following Addenda in its Bid.

<b>Addendum #</b>	<b>Date</b>	<b>Addendum #</b>	<b>Date</b>	<b>Addendum #</b>	<b>Date</b>

**BIDDER'S SIGNATURE**

By signing and submitting these Bid documents, the undersigned certifies that they are legally authorized to represent and bind Bidder to legal agreements, that all information submitted is accurate and complete, that Bidder has reviewed the Purchasing Department's website [Purchasing Department \(wincoil.gov\)](http://wincoil.gov) for addenda and has incorporated all such addenda to its Bid, that Bidder is qualified and willing to provide the items requested, and that Bidder will comply with all requirements of the Bid solicitation.

The Fee/Rate/Price includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the Bid solicitation requirements may be deemed not 'responsive' and the County may not evaluate them.

Bidder's submission of a signed **Bid Form** shall constitute a firm offer and upon the issuance of an Agreement issued by the County Director of Purchasing or authorized designee will form a binding agreement that will require Bidder to provide the services described in this Bid solicitation.

Further, the Bidder undersigned on behalf of the Bidder proposes and agrees, if this Bid is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the solicitation in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he/she is duly authorized to execute this certification/affidavit on behalf of the Bid and in accordance with any applicable partnership agreement or corporate by-laws, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate. Further, the undersigned certifies that the Bidder is not barred from bidding on this contract because of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, bid rigging or bid rotating. The undersigned declares 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 undersigned on behalf of the Bidder certifies that the Bidder has provided equipment; supplies or services comparable to the items specified in this Bid to the parties listed in the Reference Section and authorizes the County to verify references of business and credit at its option. Finally, the undersigned on behalf of the Bidder, if awarded the contract, agrees to do all other things required by the Contract documents, and that Bidder will take in full payment therefore the sums set forth in the bidding schedule.

Moreover, the Bidder agrees to hold this offer open for a period of ninety (90) days from the deadline for receipt of Bids.

A 10% Bid Bond or Cashier's check made payable to the County of Winnebago MUST accompany your sealed bid or it will be rejected. Money Orders or Company checks will not be accepted. The unsuccessful Bidder's checks will be returned after the County Board has awarded the Bid. The Bid Bond or cashier's check of the successful bidder will be returned after being replaced with their Performance Bond.

Bidder understands and agrees to be bound by the conditions contained in this Bid and shall conform to all the requirements outlined herein.

***Signature of Bidder authorizes the County of Winnebago to verify business references.***

**SIGNATURE** \_\_\_\_\_

**NAME AND TITLE OF SIGNER** \_\_\_\_\_

**BUSINESS NAME** \_\_\_\_\_

**DATED THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_ **2023**

**END OF SECTION 9 - BID FORM**



**SECTION 10 - BUSINESS REFERENCES FORM**

The Bidder must list references for the last three (3) completed projects, listing company, name, address, contact person, telephone number and the date of completion.

If Bidder is a new business, provide references that will enable the County to determine if Bidder is responsible.

<b>NAME</b>	
CONTACT PERSON	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	
EMAIL	

<b>NAME</b>	
CONTACT PERSON	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	
EMAIL	

<b>NAME</b>	
CONTACT PERSON	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	
EMAIL	

**END OF SECTION 10 - BUSINESS REFERENCE FORM**

**SECTION 11 - BIDDER'S SUBCONTRACTOR FORM**

<b>NAME OF BIDDER</b>	
<b>CONTACT PERSON</b>	

**SUBCONTRACTORS:**

Will you employ Subcontractors?      Yes       No

If "YES", identify with each name, address, telephone, email and work to be subcontracted (attach more sheets, if necessary).

<b>SUBCONTRACTOR NAME (1)</b>	
CONTACT PERSON	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	
EMAIL	
WORK TO BE PROVIDED	
<b>SUBCONTRACTOR NAME (2)</b>	
CONTACT PERSON	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	
EMAIL	
WORK TO BE PROVIDED	

The Bidder/Bidder will not change or use any Subcontractors not identified in this Bid without prior written approval from the County of Winnebago.

A request for a change in Subcontractors shall be made in writing and will include a description of any savings that may be realized in the execution of this Contract, and must be passed on to the County of Winnebago.

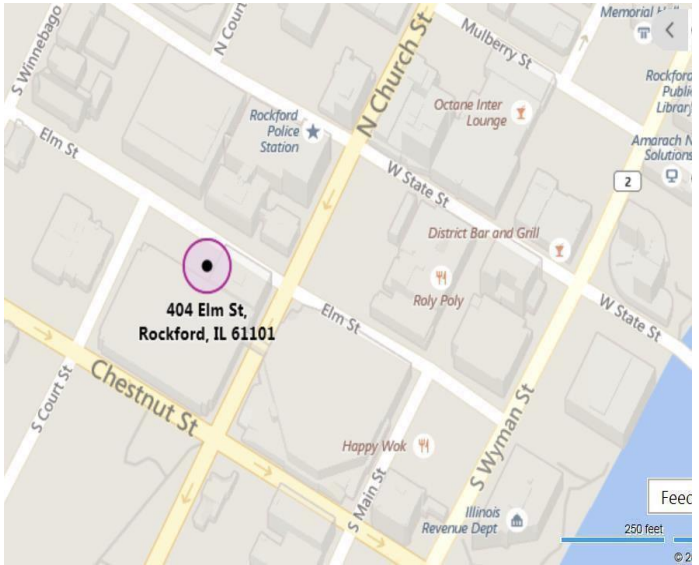
**END OF SECTION 11- BIDDER'S SUBCONTRACTOR FORM**



**SECTION 13 - RETURN OF BID LABEL**

The County of Winnebago will receive sealed Bids at:

**WINNEBAGO COUNTY  
PURCHASING DEPARTMENT  
404 ELM STREET, RM 202  
ROCKFORD, IL 61101**



All Bids must be enclosed in sealed envelopes marked as follows:



BID SUBMITTALS SHOULD BE LABELED ACCORDINGLY – **PLEASE USE THE FOLLOWING LABEL**



<b>BID # 23B-2305</b>	<b>WINNEBAGO COUNTY PURCHASING DEPARTMENT  404 ELM STREET, RM 202 ROCKFORD, IL 61101</b>
<b>BID NAME:</b> <b>“WCHD DEMOLITION – 401 DIVISION STREET”</b>	
<b>BID DUE DATE/TIME:</b> <b>9/19/2023- 11:00 AM</b>	



**END OF SECTION 13 - RETURN OF BID LABEL**



# WINNEBAGO COUNTY

ILLINOIS

## VENDOR REGISTRATION FORM

Vendor (or Individual) Legal Name: \_\_\_\_\_

DBA/Alternative Vendor Name: \_\_\_\_\_

ADDRESS(ES)		
	Physical	Remittance, if different from physical
Street 1		
Street 2		
City		
State		
ZIP		
CONTACT(S)		
	Sales Representative	Accounts Receivable
Name		
Phone		
Email		
Web Address		
GENERAL INFORMATION		
Scope of work to be performed or provided: <input type="checkbox"/> Services and/or <input type="checkbox"/> Goods <input type="checkbox"/> Other _____		If Services: <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Rent/Landlord <input type="checkbox"/> Other _____ Do you have a current contract <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Winnebago County Employee:</b> <input type="checkbox"/> Yes or <input type="checkbox"/> No If yes: <input type="checkbox"/> Current or <input type="checkbox"/> Former Dept. _____		
<b>COUNTY Department/Person requesting your service or goods:</b> _____		
CLASSIFICATION(S)		
If applicable, check those boxes that apply: <i>(All Certifications must be included with this completed form)</i>		
<input type="checkbox"/> Minority-Owned Business:	<input type="checkbox"/> Certified	<input type="checkbox"/> Self-Certified
<input type="checkbox"/> Woman-Owned Business:	<input type="checkbox"/> Certified	<input type="checkbox"/> Self-Certified
<input type="checkbox"/> Veteran-Owned Business:	<input type="checkbox"/> Certified	<input type="checkbox"/> Self-Certified
SIGNATURE		
<i>You affirm the above information is true and correct. Electronic signatures will not be accepted.</i>		
Authorized Signature: _____		Date Signed: _____
OFFICE USE ONLY		
Approved by: _____		Assigned Vendor Number: _____
Verification Completed: <input type="checkbox"/> Sam.gov <input type="checkbox"/> OFAC <input type="checkbox"/> IRS TIN Match <input type="checkbox"/> W-9 Uploaded		Date Entered: _____



# WINNEBAGO COUNTY

ILLINOIS

## SUSPENSION/DEBARMENT CERTIFICATION FORM

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting response to this solicitation and signing this form, the Bidder/Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local governmental entity, department or agency;
2. Have not within a three-year period preceding this solicitation been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding the signing of this certificate had one or more public transactions (Federal, State or local) terminated for cause or default.

**If the Bidder/Proposer is unable to certify to any of the statements in this certification, Bidder/Proposer shall attach an explanation to this certification.**

Vendor Name: \_\_\_\_\_

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

City: \_\_\_\_\_ ZIP: \_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_

(Print) Name: \_\_\_\_\_ Title of Official: \_\_\_\_\_

Signature Date: \_\_\_\_\_

**Purchasing Department** | 404 Elm St, Rm 202, Rockford, IL 61101 | [www.wincoil.gov](http://www.wincoil.gov)

Phone: (815) 319- 4380 | Email: [purchasing@purchasing.wincoil.gov](mailto:purchasing@purchasing.wincoil.gov)