



## Winnebago County - Purchasing Department

404 Elm Street Room 202

Rockford, Illinois 61101

(815)319-4380 [Purchasing@purchasing.wincoil.gov](mailto:Purchasing@purchasing.wincoil.gov)

INVITATION FOR BIDS	23B-2306	ISSUE DATE	8/29/2023
IFB TITLE	SNOW PLOWING SERVICES		
IFB DUE DATE	9/22/2023	DUE TIME (CST)	11:00 AM
SUBMIT ONE (1) ORIGINAL, PLUS TWO (2) COPY		BOND REQUIRED	NONE

You are hereby invited to submit your Bid for **Snow Plowing Services** for the County of Winnebago to be provided to the addresses specified herein. 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, , 2023— Bids received after the submittal time will be rejected.  
(Refer to Schedule of Events)

**CONTACT PERSON:** Melinda Macias-Purchasing Specialist – [purchasing@purchasing.wincoil.gov](mailto:purchasing@purchasing.wincoil.gov)

**SCHEDULE OF EVENTS**

8/29/2023	IFB Solicitation is made available
9/12/2023	Questions emailed to <a href="mailto:purchasing@purchasing.wincoil.gov">purchasing@purchasing.wincoil.gov</a> by 4:00 PM
9/15/2023	Questions answered via Addendum sent and posted on website by 4:00 PM
9/22/2023	IFB submittals due by 11:00 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](mailto: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](mailto: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.

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

All work shall be performed in compliance with Occupational Safety and Health Administration (OSHA) Standards and Regulations. The County of Winnebago is seeking bids for Plowing Snow from County parking lots after a snowfall event of 2" or greater, and piling snow in a designated collection area or hauling offsite. Since the workload is entirely dependent upon the forces of nature, the successful Bidder's workload is not predictable.

#### **CONTRACTOR QUALIFICATIONS**

No contract shall be awarded except to responsible Bidders capable of performing the class of work contemplated.

Before being considered for the award of contract, Bidder may be required to show evidence of necessary experience, facilities, equipment, ability, and financial resources to perform the work in a satisfactory manner and within the time stipulated.

Bidders must supply up to three references that can attest to the contractor's performance of the same general type of work as described by this invitation to bid. The County reserves the right to contact each of the references provided to assess the Bidder's ability to perform the work described by this invitation to bid.

#### **INSURANCE**

The successful Bidder, upon award, shall be required to provide a certificate of insurance effective for the duration of the contract showing Comprehensive General Liability Insurance, Comprehensive Commercial Vehicle Liability Insurance coverage, Worker's Compensations, and Property Insurance Coverage.

Upon notification of award, the contractor shall provide the County as an additional insured to the above-referenced policies and provide the County with a certificate of insurance that lists the County of Winnebago as an additional insured. The County shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

#### **DAMAGE TO COUNTY OWNED STRUCTURES**

The contractor shall be responsible for any and all damage caused in whole or in part by the contractor to the lots, structures and adjacent private property covered under this contract.

#### **BASIS OF AWARD**

The contract will be awarded to the lowest responsible and responsive Bidder based on the prices bid for each service category.

#### **FAILURE TO PERFORM**

In the event the contractor fails to clear the snow from the parking lots assigned in the timeframe specified, the County reserves the option to retain the services of another contractor of its choice to complete the work. In the event that the contractor twice fails to clear the snow from any or all parking lots assigned in

the timeframe specified, the County reserves the right to cancel the contract and reassign the work to another contractor for the remainder of the season. The contractor will also be declared non-responsible and prohibited from bidding on contracts with the County for a period of five (5) years.

### **CONTRACT PERIOD**

The contract will be for two (2) year with three (3) one (1) year renewal options.

### **SITE VISITS**

Bidders can view sites at any time.

### **METHOD OF BIDDING**

Maps showing general layouts of lots, as well as locations, are included in Table 1 of this document. The County will require a bid price for both Winnebago County Health Department locations, the Carrie Lynn Center, the parking lot located on the corner of Church and Chestnut that we will refer to as the “Hawk’s Nest Lot”, the Winnebago County Juvenile Justice Center, and the Winnebago County Justice Center. The bid price for snow removal at these locations must be a complete price, including sidewalks, per completed snow removal service\*. Snow hauling prices will be bid at an hourly rate for any piece of equipment used to remove snow, and a labor-per-hour rate, on an as-needed basis, as determined by the County’s agent.

The County handles plowing at some of our other locations, but due to the lack of space to pile snow, we are sometimes forced to place piles in various locations next to our lots that need to be hauled offsite. The County is asking for an hourly rate plus a rate for equipment to perform this service. This will be requested by the County as needed. We will have it hauled to a location along Chestnut Street South of the Justice Center. Rates should include labor and equipment.

Any questions may be directed to the Purchasing Department, 404 Elm Street, Room 202, Rockford, Illinois 61101, by telephone 815-319-4380 or email [purchasing@purchasing.wincoil.gov](mailto:purchasing@purchasing.wincoil.gov)

\*A completed snow removal service will be defined as one completed incidence of snow removal per defined area, servicing that entire area. Depending upon the rates of snowfall, it is conceivable that snow removal services may need to be performed in multiples.

### **NOTIFICATION OF CONTRACTOR**

When snow is falling, it will be the contractor’s responsibility to automatically respond. The County of Winnebago will require a contact person name and number available 24 hours in the event any issues arise.

### **TIMING OF WORK**

Each lot has various times for plowing and snow levels. Times will be stated specifically in “Table 1”. Since parking is permitted in all County lots on a 24-hour basis, the County does not guarantee that the lots will be empty of all parked vehicles during a scheduled plowing time and assumes no responsibility for removing any parked vehicles.

## **STANDARD EQUIPMENT ON PLOWING EQUIPMENT**

Rubber tired or rubber-tracked vehicles shall be used in plowing operations. All plow vehicles are to be equipped with standard headlights, taillights and rotating amber warning lights. The County will not pay for the storage of equipment left onsite.

## **PLACEMENT OF PLOWED SNOW**

The snow shall be deposited in designated collection areas and pushed or piled to occupy a minimum number of parking stalls at those locations. The County will identify designated collection areas.

The removal and/or hauling of piled snow from certain parking lots should be included in this contract.

## **SPECIAL CONDITIONS**

All areas will require at least one (1) salt/sand application. Salt will be provided by the County for parking lots. The County has a salt storage area located at CJC loading dock area. The Bidder will need to contact the County when they are getting low so, we can schedule deliveries. This salt must only be used for the County of Winnebago purposes. The contractor will provide potassium chloride for the sidewalks when necessary.

Bidders may bid on any or all lots. Awards will be made by category in whatever combination the County determines to be the most economical and advantageous for the County. Multiple awards may be made.

**TABLE 1****LOCATIONS, PLOW TIMES AND ACCUMULATIONS**

<u>LOCATION</u>	<u>PLOW TIMES</u>	<u>ACCUMULATIONS</u>
A. Winnebago County Justice Center *		
650 W. State Street		
1. Sally Ports	Cleared Between 6 P.M. to 6 A.M	2" or More
2. Dock Area	Cleared Between 6 P.M. to 6 A.M	2" or More
3. Parking Lots	Cleared Between 6 P.M. to 6 A.M	2" or More
4. Sidewalks, Front Entrances, Bond-Out	5:00 P.M. to 6:00 A.M.	2" or More
B. Winnebago County Juvenile Justice Center		
211 S. Court Street	Cleared by 7 A.M.	2" or More
Parking Lot West of Building	7 DAYS	
C. Winnebago County Health Department		
401 Division Street	Cleared by 7 A.M.	2" or More
Parking Lot- May be Removed at a later Date	Mon. – Fri.	
D. Winnebago County Health Department		
555 N. Court Street	Cleared by 7 A.M.	2" or More
Parking Lot and Sidewalks	Mon. – Sat.	
(Redo as necessary during the day not to accumulate over 2".)		
E. Carrie Lynn Center		
826 N. Main Street	Cleared by 7 A.M.	2" or More
Parking Lot and Sidewalks	Mon. – Fri.	
F. Hawk's Nest Parking Lot (Chestnut & Church)		
324 Chestnut	Cleared by 7 A.M.	2" or More
Parking Lot, Sidewalks, and row of spaces that border the south, outside edge of lot.	7 DAYS	

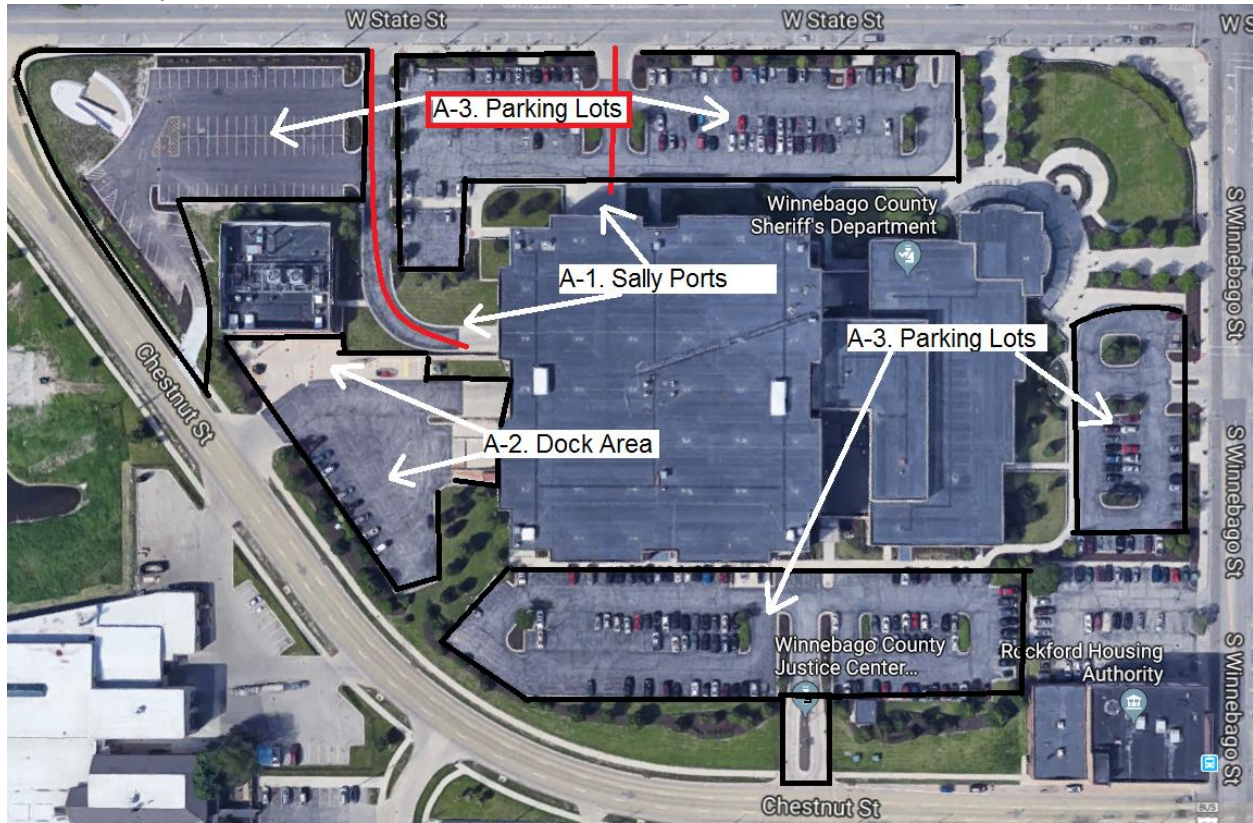
**\* Snow will be piled for this location only. All other locations will be temporarily piled but must ultimately be hauled offsite if requested to do so by the County.**

At the County's discretion, and dependent upon the conditions surrounding a snow event, the County retains the right to summon the contractor to perform said snow removal services outside of the plow times listed above.



**TABLE 1 (CONTINUED)**

**LOCATIONS, PLOW TIMES AND ACCUMULATIONS**



**Location A: Sally Ports, Dock Area, and Parking Lots**

**TABLE 1 (CONTINUED)**

**LOCATIONS, PLOW TIMES AND ACCUMULATIONS**



**View of the Winnebago County Juvenile Justice Center, 211 Court Street  
Location B: Parking Lot West**



**TABLE 1 (CONTINUED)**

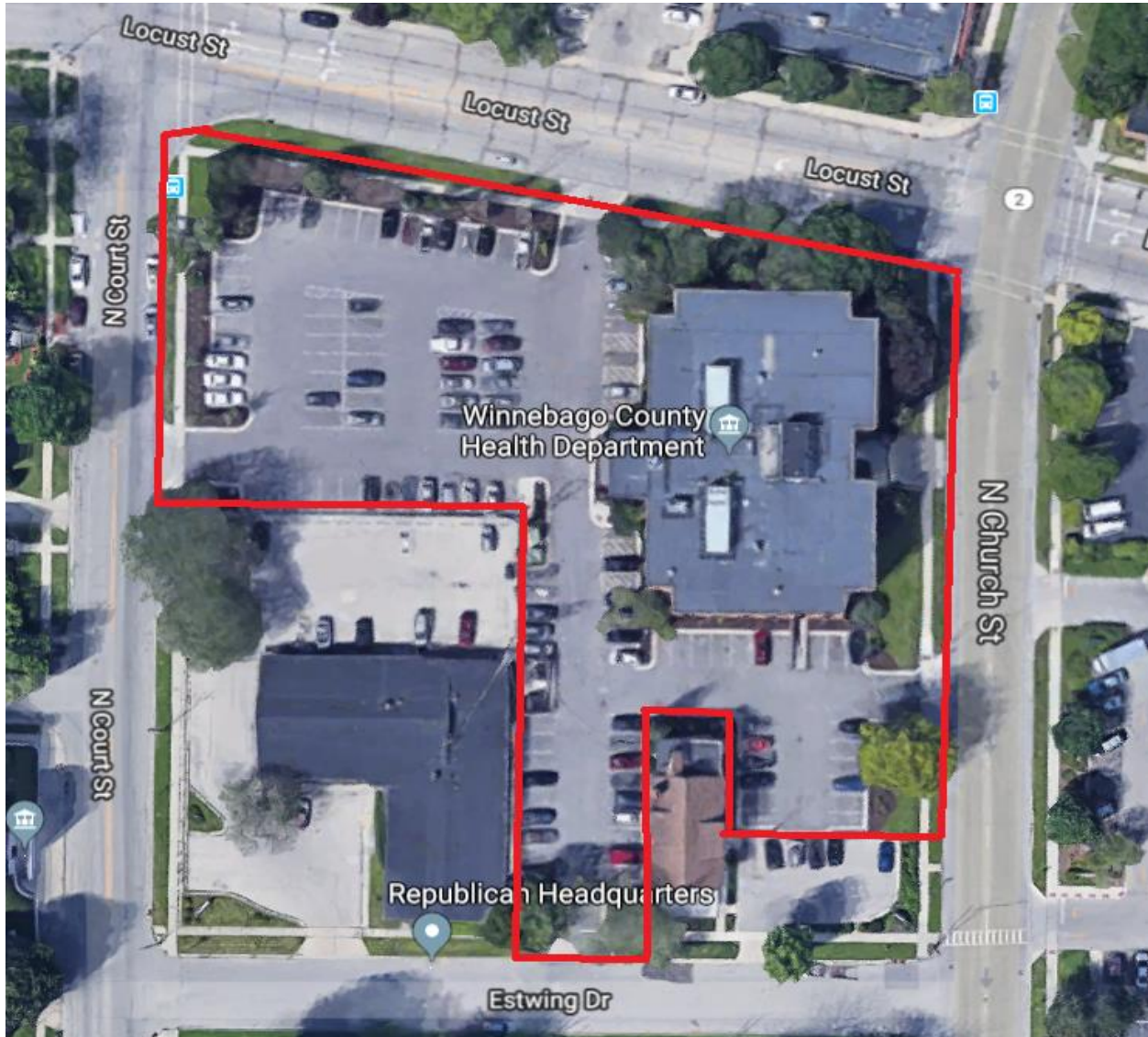
**LOCATIONS, PLOW TIMES AND ACCUMULATION**



**Location C: 401 Division Street**

TABLE 1 (CONTINUED)

LOCATIONS, PLOW TIMES AND ACCUMULATIONS



Location C: 555 N Court Street



TABLE 1 (CONTINUED)

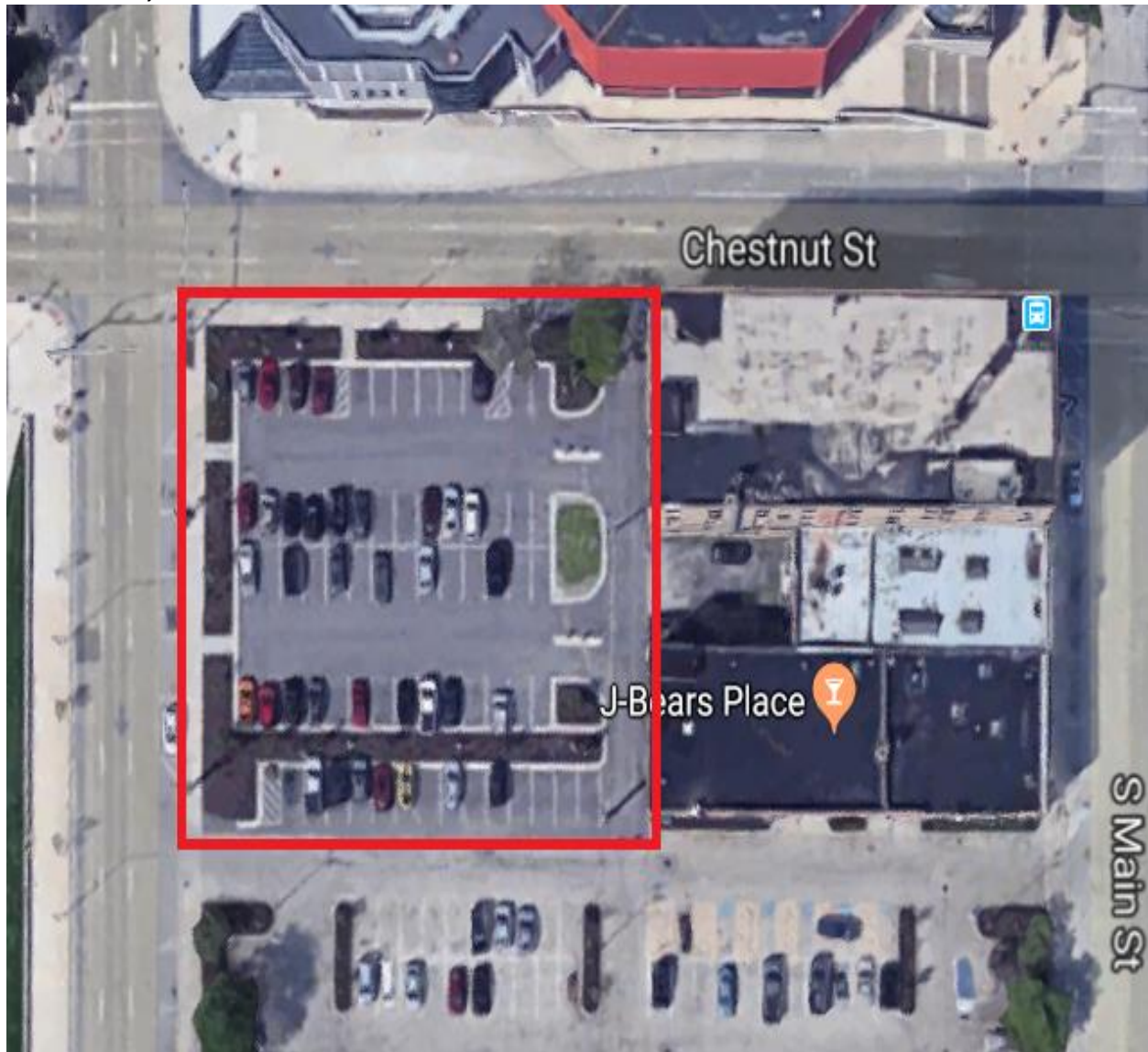
LOCATIONS, PLOW TIMES AND ACCUMULATIONS



Location E: 826 N. Main Street

**TABLE 1 (CONTINUED)**

**LOCATIONS, PLOW TIMES AND ACCUMULATIONS**



**Location F: Hawk's Nest Lot, 324 Chestnut Street**

**END OF SECTION THREE: BID SPECIFICATIONS**

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**SECTION FOUR: BID FORM**

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

**TO: Winnebago County Purchasing Department**

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

☐

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

**BID AWARD CRITERIA:**

County Property Location	Price Per Completed Snow Removal Service
<b>A. Winnebago County Justice Center – 650 W State St</b>	
<b>A1. Sally Port</b>	A1: \$ _____
<b>A2. Dock</b>	A2: \$ _____
<b>A3. Parking Lots</b>	A3: \$ _____
<b>A4. Sidewalks, Front Entrances &amp; Bond-Out</b>	A4: \$ _____
<b>B. Winnebago County Juvenile Justice Center - 211 S Court     &amp; Parking Lot West of Building – Rockton and Chestnut</b>	B: \$ _____
<b>C. County Health Department - 401 Division St</b>	C: \$ _____
<b>D. Winnebago County Health Department - 555 N. Court</b>	D: \$ _____
<b>E. Carrie Lynn Center - 826 N. Main St</b>	E: \$ _____
<b>F. Hawk’s Nest Parking Lot - 324 Chestnut St</b>	F: \$ _____



### Snow Hauling Prices:

List Type of Equipment and Capacity	List Equipment Hourly Rate	Labor Hourly Rate
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$

### SIGNATURE

The undersigned is aware that Prevailing Wage Rates (if applicable) apply to all work performed on this contract. It is the contractor's responsibility to comply with these requirements and to assure compliance by his/her subcontractors and/or lower tier subcontracts required by this contract.

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

Name and Title of Signer \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**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**

## SECTION SIX: BID EXCEPTION FORM

Any and all exceptions to the Specifications, Scope of Services/Work, timing, description of work, quantities, units of measure, materials, equipment, affirmations, certifications, bond terms and conditions, contract document terms and conditions and/or any other part of this Bid MUST be clearly and completely indicated below.

**EXCEPTIONS TAKEN: NO \_\_\_\_\_ or YES \_\_\_\_\_ (List below)**

[illegible]

**END OF SECTION SIX: BID EXCEPTION FORM**

## RETURN BID LABEL

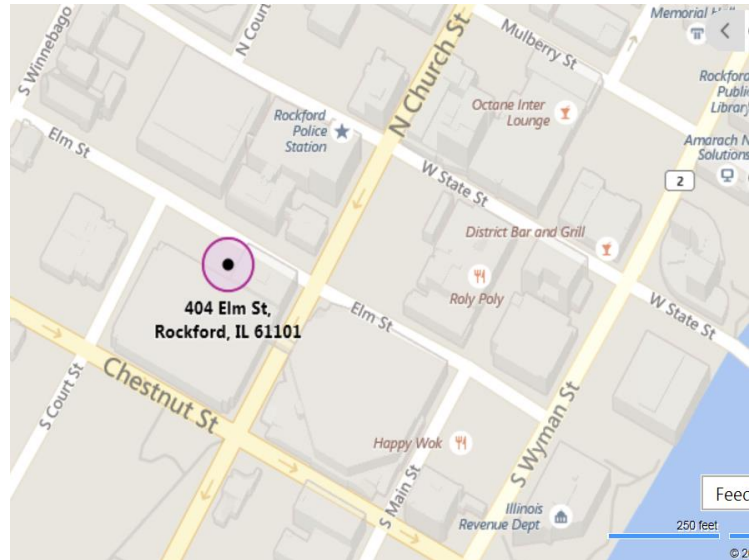


The County of Winnebago, Illinois will receive sealed Bids at:

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

All Bids must be enclosed in sealed envelopes marked:

**“SNOW PLOWING SERVICES”**



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



<b>BID#</b> 23B-2306	<b>WINNEBAGO COUNTY PURCHASING DEPARTMENT 404 ELM STREET, ROOM 202 ROCKFORD, ILLINOIS 61101</b>
<b>BID NAME:</b> <b>SNOW PLOWING SERVICES</b>	
<b>BID DUE DATE/TIME:</b> <b>September 22, 2023 - 11:00 AM</b>	



# 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
Winnebago County Employee: <input type="checkbox"/> Yes or <input type="checkbox"/> No If yes: <input type="checkbox"/> Current or <input type="checkbox"/> Former Dept. _____		
COUNTY Department/Person requesting your service or goods:		
CLASSIFICATION(S)		
If applicable, check those boxes that apply: (All Certifications must be included with this completed form)		
<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		
You affirm the above information is true and correct. Electronic signatures will not be accepted.		
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: \_\_\_\_\_