



Winnebago County - Purchasing Department

404 Elm Street Room 202

Rockford, Illinois 61101

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

REQUEST FOR PROPOSALS	23P-2312	ISSUE DATE	10/06/2023
RFP TITLE	IMPOUND VEHICLE STORAGE AND RELATED SERVICES		
RFP DUE DATE	10/27/2023	DUE TIME (CST)	11:00 AM
SUBMIT 1 ORIGINAL PLUS 3 COPIES		BOND REQUIRED	NONE

The County of Winnebago, Illinois, hereby solicits proposals for Impound Vehicle Storage and Related Services.

CONTRACT TERM

The initial Contract award will be for a period of three (3) years. The Contract may be subject to one (1) additional one (1) year renewal period provided there is no change in the terms, conditions, specifications, and prices and provided that such renewal is mutually agreed to by both parties, based in part on satisfactory completion of the initial Contract. In no event shall the initial term, plus renewal, exceed four (4) years.

CONTRACT ADMINISTRATION

Winnebago County will administer the contract. The successful Proposer will be required to submit invoices on a monthly basis and must document details, upon request, justifying the billing to include time sheets, if applicable.

SUBMISSION DATE AND TIME

No later than 11:00 AM (CST) on October 27, 2023 — Proposals received after the submittal time will be rejected. (Refer to Schedule of Events)

CONTACT PERSON: Deanna Severson – purchasing@purchasing.wincoil.gov

SCHEDULE OF EVENTS

10/06/2023	RFP Solicitation is made available
10/20/2023	Questions emailed to purchasing@purchasing.wincoil.gov by 2:00 p.m.
10/25/2023	Questions answered via Addendum sent and posted on website by 4:00 p.m.
10/27/2023	RFP submittals due by 11:00 a.m.

ALL PROPOSALS MUST BE ENCLOSED IN SEALED ENVELOPES MARKED:

“23P-2312 IMPOUND VEHICLE STORAGE AND RELATED SERVICES”

DELIVER TO:

**Winnebago County Purchasing Department
404 Elm Street - Room 202
Rockford, IL 61101**

SECTION ONE: GENERAL CONDITIONS

AMERICANS WITH DISABILITIES ACT

The Proposer 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 Proposer to comply with terms, conditions and specifications of their awarded Contract.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Proposer certifies, by submission of this Proposal 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 Proposal, that it will include this clause without modification in all lower tier transactions, solicitations, proposals, Contracts, and Subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, it shall attach an explanation in their proposal response.

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

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 Proposer 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 Proposer must obtain all licenses, certificates and other authorizations required in connection with the performance of its obligations hereunder, and Proposer 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 Proposal 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 Proposer/Composer 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 Proposer, it reserves the right to reject any Proposal, cancel any Contract and pursue any other legal remedies deemed necessary.

COST OF THE PROPOSAL

Expenses incurred in the preparation of Proposals in response to this RFP is the Proposer'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 Proposals, 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.

FREEDOM OF INFORMATION

Any responses and supporting documents submitted in response to a Proposal will be subject to disclosure under the Illinois Freedom of Information Act. The County will assume that all information provided in a 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, 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.

INDEMNITY

The Proposer shall, at all times, fully indemnify, hold harmless, and defend Winnebago County 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 Proposer and its employees, or because of any act or omission, neglect or misconduct of the Proposer, 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 Proposer'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 Winnebago County 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 Proposer shall likewise be liable for the cost, fees and expenses incurred in Winnebago County's or the Proposer's defense of any such claims, actions, or suits. The Proposer 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 Proposer, by its officers, agents or representatives present at the time of filing this RFP, say that neither they nor any of them, have in any way directly or indirectly, entered into any arrangement or agreement with any other Proposer's, or with any public officer of the County of Winnebago, Illinois, whereby, the Proposer has not paid or is to pay to such Proposer 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 Proposer(s). Whereby, no inducement of any form or character other than that which appears upon the face of the RFP will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said RFP 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 RFP.

PROMPT PAYMENT ACT

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

PROTEST

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

RESERVATION OF RIGHTS

Winnebago County reserves the right to reject any or all Proposals failing to meet the County specifications or requirements and to waive technicalities. If, in the County's opinion, the lowest Proposal is not the most responsible Proposal, 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 Proposer's reputation and past performance, will also be weighed.

The Proposer's failure to meet the mandatory requirements of the RFP will result in the disqualification of the Proposal from further consideration.

Winnebago County further reserves the right to reject all Proposals and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised RFP.

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

TERMINATION, CANCELLATION AND DAMAGES

The County may terminate based on the Proposer's breach or default. Unless the breach or default creates an emergency, as determined in the County's sole discretion, the Proposer 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 Proposer's breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Proposer 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 Proposer under this Proposal or any unrelated Contract.

Winnebago County may terminate any Contract or agreement resulting from this RFP at any time for any reason by giving at least thirty (30) days' notice in writing to awarded Proposer. If the Contract is terminated by the County as provided herein, the Proposer will be paid a fair payment as negotiated with the County for the work completed as of the date of termination.

PROPOSER'S RESPONSIBILITY FOR SERVICES PROPOSED

The Proposer must thoroughly examine and will be held to have thoroughly examined and read the entire RFP document. Failure of Proposer'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 PROPOSALS

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

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

The Proposer, by signing the Proposal Form, acknowledges, understands and abides by all of the above "Requirements for Bidding and Instructions to Proposers".

END OF SECTION ONE: GENERAL CONDITIONS

SECTION TWO: SCOPE OF WORK

County of Winnebago is requesting proposals for contracting for Impound Vehicle Storage and Related Services.

CONTRACT TERM, RENEWALS, EXTENSIONS & REVISIONS

The initial Contract award will be for a period of three (3) years. The Contract may be subject to one (1) additional one (1) year renewal period provided there is no change in the terms, conditions, specifications, and prices and provided that such renewal is mutually agreed to by both parties, based in part on satisfactory completion of the initial Contract. In no event shall the initial term, plus renewal, exceed four (4) years.

STORAGE YARD

1. **Storage Yard Size** - The size of the storage yard shall be sufficient to support current operations, support expansion of operations and provide space for emergency overflow storage (vehicles removed during snow emergencies). By estimate, an area of not less than three acres expandable to five acres. Note that vehicles must be parked in storage so that other vehicle(s) need not be removed to remove any other vehicle.
2. **Yard Location** - The yard shall be located within the County of Winnebago, Illinois.
3. **Yard Construction** - The yard surface should be constructed adequately to provide for appropriate storage and drainage.
4. **Safety and Security** - As a minimum, the following safety and security features shall be provided.
 - a. A surrounding fence constructed of solid metal of chain link.
 - b. Flood light sufficient to cover the entire yard area to operate during all hours of darkness.
5. **Zoning and Codes** – The yard and associated structure shall meet all zoning requirements for the area and anticipated use, as well as meet all building and fire codes. The successful Proposer must have current zoning approval for its vehicle storage yard.
6. **Separation of Vehicles** – It is expected that the area of storage for impounds be physically separate from other vehicle storage if other vehicles are to be stored in the same yard.
7. **Maintenance** – It is expected that the following maintenance items be provided for.
 - a. Immediate repair of any damage to the security fence or failure of the flood lighting.
 - b. Repair of the yard surface such as water or potholes and cleanup of vehicle parts and debris.
 - c. Snow removal accomplished in timely manner so as not to have snow impede impound operations.

AUCTION MARKETING RESPONSIBILITY

1. Complete block ticket with odometer disclosure to buyer.
2. Sell to licensed salvage dealers, recyclers, etc. No sales to the public per state law.
3. Contact a minimum of 50 buying dealers before sale. Openly advertise upcoming sales to enhance the value of the units to be sold.

HOURS OF OPERATION – ATTENDED OPERATION

Due to the nature of the operations, the following minimum hours of operations are expected.

1. **Incoming Tows** – 24 hour, 365 day access for impound tow service is mandatory.
2. **Vehicle/Property Releases** – 24 hour, 365 day access for vehicle releases is required.
 - a. Minimum attended hours of operation of the yard should be from 8:00 A.M. to 5:00 P.M. daily, 8:00 A.M. to 12:00 P.M. Saturdays, and agreed upon holidays for the release of vehicles and personal property.
 - b. At non-attended hours of operation, an attendant shall respond to the storage yard within two hours of the contractor being notified to release vehicles or person property.

FINANCIAL RESPONSIBILITY

The successful Proposer shall be liable for all theft and/or damages to vehicles, structures, material, equipment, plate, stock, apparatus, etc., during the course of work, where such theft and /or damage is directly due to services provided under this contract, or where such theft and/or damage is the result of negligence or carelessness on the part of the successful Proposer or its employees. Proof of financial responsibility to cover theft and/or damage to or loss from impounded vehicles as well as potential personal injury shall be provided with this proposal.

DISPOSAL OF UNCLAIMED VEHICLES

The County seeks an exclusive agent for assistance in the disposal of unclaimed impounded vehicles. The Sheriff's department issues "Certificates of Purchase" for such vehicles if unclaimed. It shall be the responsibility of the "purchaser" or "agent" to obtain proper title for the subsequent disposal of these vehicles.

Additionally, the Successful Proposer shall provide for a public auction of unclaimed impounded vehicles with the majority of the sale of those vehicles going to the Sheriff.

FEES, FEE STRUCTURE, FINANCIAL COMPENSATION

The following are financial guidelines for consideration in submitting proposals.

1. **Storage Fees** – This fee, collected on vehicles released to the owner. It should be noted that storage fees may be subject to approval by the Winnebago County Board.
 - a. Storage fees shall be charged for each completed calendar day a vehicle is in storage but not for the day of impound. (A vehicle released on the same calendar day it was impounded would not be charged storage.)
 - b. The submitted proposal shall indicate what, if any, storage fee shall be charged the County of Winnebago for stored vehicles on “department hold.”
2. **Collection of Fees** – Storage fees shall be collected by the contractor.
 - a. Winnebago County has an ordinance in place that allows for a vehicle which has been towed and/or impounded by the Winnebago County Sheriff that the person owning such motor vehicles shall be required to pay, in addition to all towing, storage and redemption fees set by contracts and all fines assessed against the motor vehicle, a further sum determined by the Winnebago County Board per vehicle as an administration processing fee to the County of Winnebago.
 - b. Winnebago County has a separate proposal for towing for these types of impounding incidents that the County pays for this service directly to the towing facility. It will be the successful Proposer’s responsibility to collect and reimburse the County for towing fees, whether picked up or sold.

END OF SECTION TWO – SCOPE OF WORK

SECTION THREE - PROPOSAL SIGNATURE FORM

PROPOSAL FORM

TO: Winnebago County Purchasing Department
404 Elm Street, Room 202
Rockford, Illinois 61101

DATE: _____

The undersigned declares they have carefully examined the requirement, information sheet, detailed specifications and proposal form. In addition, declares that this proposal is made without any connection with any person making another proposal, that the proposal is in all respects fair and without collusion or fraud, that no member of the Winnebago County Board or other officer of the County, or any person in the employ of the County is directly or indirectly interested in this proposal, or in any portion of the profits thereof.

NOTE: BIDDERS MUST PROVIDE ALL ADDITIONAL INFORMATION REQUESTED.

FEE STRUCTURE

1. Storage fees for vehicles released to owner: \$ _____ per day
2. Storage fees charged to Winnebago County for vehicles "On Hold": \$ _____ per day.
3. Release fee charged: \$ _____
4. Percentage of proceeds for vehicles sold.* \$ _____

*Towing fee must be paid to the Sheriff.

Received Addendum: _____ of _____.

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

TO: Winnebago County Purchasing Department

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

☐ OWNER/SOLE PROPRIETOR
 ☐ MEMBER OF PARTNERSHIP
 ☐ AN OFFICER OF CORPORATION
 ☐ MEMBER OF JOINT VENTURE

Further, as the Proposer, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal 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.

(Proposer, 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 Proposer 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 Proposer and is true and accurate. The Affiant deposes and says that he/she has examined and carefully prepared this proposal and has checked the same in detail before submitting this proposal, and that the statements contained herein are true and correct.

Further, the Proposer 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 Proposer, if awarded a contract, agrees to do all other things required by the solicitation documents, and that he/she will take in full payment therefore the sums set forth in any resulting contract award.

SIGNATURE OF PROPOSER

SIGNATURE _____

Name and Title of Signer _____

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

AUTHORIZED VENDOR NEGOTIATOR

Name and Title _____

Phone and Email _____

END OF SECTION THREE: PROPOSAL SIGNATURE FORM

SECTION FOUR: INSTRUCTION TO PROPOSERS

COPIES OF RFP DOCUMENTS

- A. Only complete sets of RFP solicitation documents should be used for preparing proposals. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.
- B. Complete sets of RFP documents must be obtained on the County's website, [Purchasing Department \(wincoil.gov\)](http://wincoil.gov).
- C. Submitted Proposals MUST include all forms and requirements as called for in the Request for Proposals. Failure to include all necessary forms and licenses will result in a non-responsive proposal.

EXAMINATION OF RFP DOCUMENTS

- D. Each Proposer shall carefully examine the RFP 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 proposal. Ignorance on the part of the Proposer shall in no way relieve him/her of the obligations and responsibilities assumed under the proposal.
- E. Should a Proposer find discrepancies or ambiguities in, or omissions from, the specifications, or should he/she be in doubt as to their meaning, he/she shall at once notify the County by email at purchasing@purchasing.wincoil.gov by the **Schedule of Events deadline**.

INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

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

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

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

GOVERNING LAWS AND REGULATIONS

The Proposer 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 Winnebago County and municipalities within Winnebago County are the responsibility of the Proposer.

HOLD HARMLESS CLAUSE

The Proposer covenants and agrees to indemnify, hold harmless and defend Winnebago County, 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 Proposer or any of its Sub-consultant(s) in any tier, occasioned by the negligence, recklessness, or intentionally wrongful conduct of the Proposer, 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 Proposer's failure to purchase or maintain the required insurance, the Proposer 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 Proposer, the Proposer agrees and warrants that Proposer 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.

PREPARATION OF PROPOSALS

Signature of the Proposer: The Proposer must sign the proposal forms in the space provided for the signature. If the Proposer 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 Proposer is a limited liability company, the title of person signing the Proposal on behalf of the limited liability company must be stated and evidence of his authority to sign the Proposal must be submitted.

SUBMISSION OF PROPOSALS

- F. Proposals shall be submitted to Winnebago County at the designated location not later than the time and date for receipt of proposals indicated in the RFP solicitation, or any extension thereof made by Addendum. Winnebago County's representative authorized to open the proposals will decide when the specified time has arrived and no Proposals received thereafter will be considered. Proposals received after the time and date for receipt of Proposals will be returned unopened.
- G. Winnebago County Purchasing Department receives proposals by paper only. Please DO NOT email or fax proposals.
- H. Each Proposer shall submit with his Proposal the required evidence of his qualifications and experience.

REQUIRED COUNTY FORMS

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

MODIFICATION OF PROPOSALS

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

All emails shall be marked "Modified Proposal" delivery shall comply with requirements for the original proposal.

RESPONSIBILITY FOR PROPOSAL

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

RECEIPT AND OPENING OF PROPOSALS

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

NEGOTIATIONS

The County MAY elect to negotiate a contract with the highest qualified firm(s) at compensation and for a term that the County determines in writing to be fair and reasonable. In making this decision, the County shall take into account the estimated value, scope and complexity and firm's nature of the services to be rendered. Also, consider how much subcontract the firm(s) will need to use for a project.

If the County is unable to negotiate a satisfactory contract with any of the top selected firms, the County may re-advertise the project.

AWARD OF CONTRACT

- A. The County reserves the right to waive any informality in any proposal, or to re-advertise for all or part of the work contemplated. If proposals are found to be acceptable, written notice will be given to the selected Proposer of the award of the contract. The County reserves the right to reject any and all proposals.
- B. If the award of a contract is annulled, the County may award the contract to another Proposer(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 Proposer(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 proposal of a Proposer who has previously failed to perform properly or to complete contracts of a similar nature on time.

CERTIFICATE OF INSURANCE AND INSURANCE REQUIREMENTS

The awarded Contractor or Partners will purchase and maintain insurance for the coverages for a minimum of three (3) years after completion of the Contract.

Upon notice of award, the successful Proposer shall, within fifteen (15) calendar of said notice, furnish to the Winnebago County Purchasing Department 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 Contractor in full force and effect during the life of the Contract, and until all work has been approved and accepted by the County. The Proposer is responsible for all insurance deductible and Self-Insured Retentions.

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

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

CHANGES IN INSURANCE COVERAGE:

The Proposer will immediately notify the Winnebago County Purchasing Department if any insurance has been cancelled, materially changed, or renewal has been refused and the Proposer 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 Proposer 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 Proposer shall accept and bear all costs that may result due to the Proposer's failure to provide and maintain the required insurance.

CRITERIA FOR SELECTION

The selection of a proposal will be made according to the following criteria.

- Compliance with the Request for Proposal
- Firm's capabilities in regards to performing fully the contract requirements; the tenacity, perseverance, experience, integrity, reliability, facilities, equipment and financial which will assure good faith performance
- Cost

The following information must be included with each proposal.

1. Storage yard specifications to include:
 - a. Yard location
 - b. Yard size and location
 - c. Yard surface construction
 - d. Yard security fencing and lighting
 - e. Whether the yard has zoning approval for storage of vehicles
2. Security measures to be provided such as:
 - a. Alarm system
 - b. Attended operation
 - c. Guard or patrol service
3. Site zoning and building codes requirements.
4. Proof of insurability to meet financial responsibility requirements
5. Proposed hours of operation
6. Structure of financial arrangements
7. Ability to comply with specifications at the time a contract is approved
8. Meeting the needs of the County for the storage and disposal of vehicles in an innovative way
9. Facility Inspection

END OF SECTION FOUR: INTRODUCTION TO PROPOSERS

BUSINESS REFERENCES

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

NAME	
CONTACT PERSON	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	
EMAIL	

NAME	
CONTACT PERSON	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	
EMAIL	

NAME	
CONTACT PERSON	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	
EMAIL	

NUMBER OF YEARS IN BUSINESS	
CURRENT NUMBER OF PERSONNEL ON STAFF	

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

Form 1099-DIV (dividends, including those from stocks or mutual funds)

- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



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: _____

Purchasing Department | 404 Elm St, Rm 202, Rockford, IL 61101 | www.wincoil.gov
Phone: (815) 319- 4380 | Email: purchasing@purchasing.wincoil.gov

S&D Certification 23v1

RETURN PROPOSAL LABEL

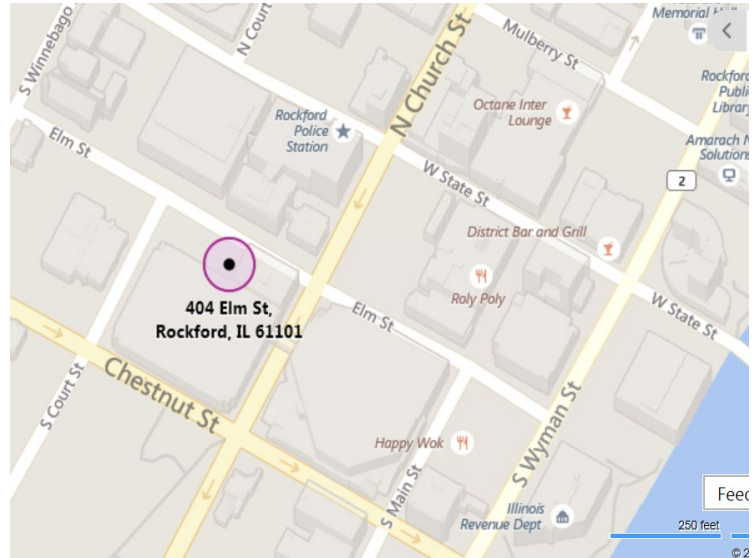


The County of Winnebago, Illinois will receive sealed Proposals at:

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

All Proposals must be enclosed in sealed envelopes marked:

**“23P-2312 Impound Vehicle
Storage and Related Services”**



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



PROPOSAL# 23P-2312	WINNEBAGO COUNTY PURCHASING DEPARTMENT 404 ELM STREET, ROOM 202 ROCKFORD, ILLINOIS 61101
BUYER: Deanna Severson	
PROPOSAL NAME: Impound Vehicle Storage and Related Services	
PROPOSAL DUE DATE/TIME: 10/27/23 – 11:00 AM	