



Winnebago County - Purchasing Department

404 Elm Street Room 202

Rockford, Illinois 61101

Phone: (815)319-4380

Email: Purchasing@purchasing.wincoil.gov Website: <http://www.wincoil.gov>

INVITATION FOR BID	24B-2336	BID ISSUE DATE	February 2, 2024
BID TITLE	RTU REPLACEMENT AT ADULT PROBATION CENTER		
DUE DATE DEADLINE	March 8, 2024	TIME DEADLINE	10:00 AM
SUBMIT ONE (1) ORIGINAL, PLUS ONE (1) COPY		BOND REQUIRED	PERFORMANCE

TO ALL PROSPECTIVE BIDDERS:

You are invited to submit your Bid for RTU REPLACEMENT AT ADULT PROBATION CENTER for the County of Winnebago. Project location: Winnebago County Adult Probation Center, 526 West State Street, Rockford, IL 61101.

Bids will be received and timestamped in the Purchasing Department, County Administration Building, 404 Elm Street, Room 202, not later than **10:00 AM** on **March 8, 2024**. The bids will be publicly opened and read by a Winnebago County Purchasing Department representative at **10:05 AM** at the same location. *Late bids will not be considered.*

*PLEASE NOTE NEW REQUIREMENT: *RESPONSIBLE BIDDER FOR PUBLIC WORKS PROJECTS* (see page 6).

A **MANDATORY Pre-Bid Meeting and Site Visit** prior to submitting a Bid is scheduled for **10:00 AM on February 9, 2024** at Winnebago County Adult Probation Center, 526 West State Street, Rockford, IL 61101.

Sincerely,

Winnebago County Purchasing Department

NAME OF BIDDER	
CONTACT	
TELEPHONE	
EMAIL	

SECTION 1 - BID COVER PAGE

PROJECT NAME	24B-2336 REPLACE AIR HANDLERS
USER DEPARTMENT	ADULT PROBATION CENTER

BID SCHEDULE OF EVENTS	LOCATION	DATE	TIME (CST)
MANDATORY PRE-BID MEETING & MANDATORY SITE VISIT	Adult Probation Center 526 W State St, Rockford, IL 61101	2/9/24	10:00 AM
DEADLINE: FOR BIDDERS TO SUBMIT THEIR QUESTIONS	Submit by email to: purchasing@purchasing.wincoil.gov	2/16/24	2:00 PM
DEADLINE: RESPONSES TO BIDDERS QUESTIONS BY ADDENDUM(S)	County will send via email and post on the County's Website	2/23/24	4:00 PM
DEADLINE: BID DUE DATE	Purchasing, Room 202 - Administration Building, 404 Elm Street, Rockford, Illinois 61101	3/8/24	10:00 AM

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

BID SUBMITTAL CHECKLIST
<ol style="list-style-type: none"> 1. Submit one (1) Original signed Bid, plus one (1) copy 2. Performance Bond, as outlined herein 3. Bid Pricing & Schedule 4. Bid Form 5. Responsible Bidder for Public Works Projects Evidence of Compliance 6. Business References Form 7. Bidder's Subcontractor Form 8. Bid Exception Form 9. Use of the <u>Bid Return Label</u>

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

"24B-2336 - RTU REPLACEMENT AT ADULT PROBATION CENTER"

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

END OF SECTION 1 - BID COVER PAGE

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

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SECTION 2 – INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

Bids must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the

Bid Return Label secured to the lower left-hand corner.

- a) Submission of a Bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Bid solicitation and specifications and terms, and the County's Purchasing Ordinance and that the Bidder understands and agrees to abide by each, and all of the stipulations and requirements contained therein.
- b) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Bid must also initial corrections in ink.
- c) All costs incurred in the preparation and presentations of the Bid, as well as, any resulting

contract, are the Bidder's sole responsibility; no such costs will be reimbursed to any Bidder. All documentation submitted with the Bid will become the property of the County.

- d) Bids are subject to public disclosure after the **Bid Due Date Deadline**, in accordance with State Law under the Freedom of Information Act (FOIA).

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

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

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

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

PROPRIETARY INFORMATION/FOIA: Under the Illinois Freedom of Information Act, all records in the possession of the County are presumed to be open to inspection or copying, unless a specific exception applies. One exemption is "trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or

business, and only insofar as the claim directly applies to the records requested.” 5 ILCS 140/7(1) (g). The County will assume that all information provided in a Bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, submit both an unreacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

CONTRACT NEGOTIATION: All Bids must be firm for at least 150 calendar days from the **Bid Due Date**. If for any reason, a Contract is not executed with the selected Bidder within fourteen days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. There is no contract until the County’s policies and procedures have been fulfilled.

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

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

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

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

RESPONSIBLE BIDDER FOR PUBLIC WORKS PROJECTS: A person (firm) who has the capability in all respects to perform fully the public works contract requirements, and the experience, personnel, reliability, facilities capacity, equipment, acceptable past performance and credit which will assure good faith performance. Responsible bidder for Public Works Projects means a bidder for public works projects advertised, awarded, and financed, in whole or in part, with county public funds, who meets all of the job specifications, including the following applicable criteria. Evidence of compliance is required for public works projects estimated to be over bidding threshold in value.

1. Certificates of insurance indicating the following coverages: general liability, workers’ compensation, completed operations, and vehicle. Performance bonds, as required.
2. To qualify as a Responsible Bidder for Public Works Projects exceeding \$30,000.00, or as defined in the most current Illinois Compiled Statutes for small purchases, the Responsible Bidder and Subcontractors must be a member of an organization that participates in an active apprenticeship and training programs approved and registered with the U.S.

Department of Labor's Office of Apprenticeship and Training, or its successor, for each of the trades of work contemplated under the awarded contract. The required evidence shall include, but is not limited to, a copy of all applicable apprenticeship standards or Apprenticeship Agreement(s) for any apprentice(s) who will perform work on the public works project. Said requirements may also be satisfied if the Responsible Bidder and Subcontractors are active members of the Northwestern Illinois Building and Construction Trades Council or the Associated Builders and Contractors.

3. Compliance with all provisions of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* All contractors and sub-contractors, as determined by the contract, are required to turn in certified payrolls as specified in Illinois Public Act 94-0515, and follow all provisions of the Employee Classification Act, 820 ILCS 185/1 *et seq.*
4. Disclosure of the name and address of each subcontractor from whom the contractor has accepted a bid and/or intends to hire on any part of the project prior to the subcontractor commencing work on the Public Works project.
5. All bidders must provide three (3) projects of a similar nature as being performed in the immediate past five (5) years with the name, address, email, and telephone number of the contact person having knowledge of the project or three (3) references (name, address, email, and telephone number) with knowledge of the business practices of the contractor.

The provisions contained in the definitions of “*Responsible Bidder*” and “*Responsible Bidder for Public Works Projects*” shall not apply to grant, state or federally funded construction projects or Illinois Department of Transportation projects if such application would jeopardize the receipt or use of federal, state or grant funds in support of such project.

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

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

END OF SECTION 2 - INSTRUCTIONS TO BIDDERS

SECTION 3 – GENERAL CONDITIONS

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

APPLICABLE CODES AND ORDINANCES: Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

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

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

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

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

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

DISPUTES: In case of disputes, if an item or service delivered meets specifications, the decision of the Winnebago County Purchasing Department, or authorized representative shall be final and binding to all parties.

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

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

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

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

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

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

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

Nothing contained herein shall be construed as prohibiting the County, its officers, elected officials, 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 Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or Contractor's defense of any such claims, actions, or suits.

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

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

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

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

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

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

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

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

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

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

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

RESERVATION OF RIGHTS: The County of Winnebago reserves the right to reject any or all Bids failing to meet the County's specifications or requirements and to waive technicalities. If in the County of Winnebago's opinion, the lowest Bid is not the most responsible Bid, the right is reserved to make awards as considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County of Winnebago. In determining the lowest responsible Bidder, the County shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

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

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

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

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

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

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

END OF SECTION 3 - GENERAL CONDITIONS

SECTION 4 – SPECIAL CONDITIONS

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

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

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

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

- a. Contractor provides material that does not meet specifications of the Contract.
- b. The Contractor fails to adequately perform the services set forth in the Contract.
- c. The Contractor fails to complete the work required or to furnish the materials required within the time stipulated.
- d. The Contractor fails to progress in the performance of the Contract and/or gives the County reason to believe the Contractor will not or cannot perform the requirements.
- e. Upon receipt of the written **Notice of Concern**, the Contractor shall have ten (10) days to provide a satisfactory, written response to the County. Failure on the part of the Contractor to adequately address all issues of concern may result in the County resorting to any single or combination of the following remedies:
 1. Cancel the Contract.
 2. Reserve all rights or claims of damage for breach or any covenants of the Contract.
 3. Perform any test or analysis on materials for compliance with the specifications of the Contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne on the Contractor.

PERMITS, FEES, AND NOTICES: The awarded Contractor shall secure and pay for all Building Permits and Governmental Fees, licenses, and inspections (except for lead-based paint inspections and clearances) necessary for the proper execution and completion of the work, which are legally required, file all notices, and comply with all laws, rules, regulations, and lawful orders bearing on the performance of the work. The Contractor must be registered in the U.S. Government SAM System.

REGULATIONS AND CODE REQUIREMENTS: All work shall conform to the requirements of the latest editions of the State Codes, Statutes and Regulations. In addition, all work shall be in accordance with requirements of Federal, State and Local Governmental codes and regulations of the Authorities having jurisdiction over this work.

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

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

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

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

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

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

Bid Contact: Deanna Severson
Telephone: 815-319-4380
Email: purchasing@purchasing.wincoil.gov

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

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

SUSPENSION: The County, at any time, by written notice to the Contractor may require the Contractor to stop all, or any part, of the work required by the Contract. Upon receipt of such a notice, the Contractor shall immediately comply with its terms and take all steps to minimize the occurrence of

costs allocable to the work covered by the notice. Contractor shall, upon receipt of notice of suspension, identify in writing all work that must be completed prior to suspension of the work, including all work associated with suspension that must be performed. With respect to work so identified by Contractor and approved by the County, the County will pay for the necessary and reasonable costs associated with that work. Contractor shall not be entitled to any claim for lost profits due to the suspension of the work by the County.

END OF SECTION 4 - SPECIAL CONDITIONS

SECTION 5 – INSURANCE REQUIREMENTS

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

Within fifteen (15) calendar days of Award notice, winning Bidder will furnish, to the Winnebago County Purchasing Department, a Certificate of Insurance (COI) and provide policy endorsements evidencing specific coverage of the types of insurance, no less than 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 Bidder is responsible for all insurance deductibles 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	\$ 2,000,000 \$ 2,000,000 \$ 2,000,000
3	Commercial General Liability A. Per Occurrence B. General Aggregate 1. General Aggregate- Per project 2. General Aggregate - Products/ Completed Operations	\$ 2,000,000 \$ 2,000,000 \$ 2,000,000 \$ 2,000,000
4	Business Auto Liability	\$ 2,000,000
5	General Umbrella Excess Liability	\$ 5,000,000

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

At all times during the term of the contract, the Bidder and its independent Contractors shall maintain, at their sole expense, insurance coverage for the Bidder, its employees, officers, and independent Contractors, as follows:

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

The **County of Winnebago shall be named as additionally insured** on all Certificates of Insurance. Insurance certificates shall also reference project name and Bid Number. The Certificates with all required endorsements should be emailed to: purchasing@purchasing.wincoil.gov

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

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

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

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

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

END OF SECTION 5 - INSURANCE REQUIREMENTS

SECTION 6 – ADDITIONAL WORK REQUIREMENTS

COOPERATION WITH UTILITIES:

It shall be the responsibility of the Contractor to cooperate and coordinate with the utilities in accordance with Articles 105.07 and 107.37. Call JULIE at 1-800-892-0123 before digging. The Contractor shall make his own investigation to verify or determine the existence, nature, and location of all the utilities and structures on the site that may interfere with the construction before starting his operations.

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

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

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

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

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

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

PROTECTION OF PUBLIC AND PRIVATE PROPERTY: Contractor shall adequately protect the site, adjoining properties and all work from damage or loss arising in connection with, or during the performance of, the work. Contractor shall pay for any such damage, injury or loss caused by its agents, employees, or subcontractors or from the action of the elements. Contractor will be required,

without cost to the County, to remove and replace all portions of the damaged work, and to repair or replace all damage caused to County and private property and adjoining properties. Contractor will take sufficient precautions and ensure that all Subcontractors take sufficient precautions, to prevent damage to property, materials, supplies, and equipment, and avoid interruptions in the performance of the work. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

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

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

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

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

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

END OF SECTION 6 – ADDITIONAL WORK REQUIREMENTS

SECTION 7 – SCOPE OF SERVICES/WORK

DETAILED SPECIFICATIONS

These detailed specifications are as accurate as possible. It will be the bidder's sole responsibility to be all inclusive with labor, material and equipment necessary to remove and replace one (1) roof top unit (RTU) at 526 West State Street.

I. DESCRIPTION AND IMPROVEMENTS

- A. These are specifications of existing
 - a. Brand: Trane
 - b. Model: YFD048C3HCBF
 - c. Serial: P07102376D
 - d. Volts: 208
 - e. Amps: 27.2
 - f. Manufacture date: 2/1999
- B. These specifications include the requirements for the removal and replacement of one RTU
 - a. Demo existing RTU
 - b. Install new RTU
 - c. Balance the system
 - d. The new unit must be tied into the existing Alpha Controls HVAC building automation system.
- C. The following equipment is to be installed in a manner that complies with current code.
 - a. RTU
 - b. New electrical disconnects
 - c. Include any necessary ductwork/sheet metal work
 - d. Balance the system
 - e. Anything else pertaining to this project that is deficient or required for safe operation
- D. Sizes
 - a. Provide sizes necessary to climate control the space
 - i. Tons of cooling
 - ii. BTUs for heating
 - iii. CFM of airflow
 - b. Direct replacement for what is currently there

II. TESTS

- A. At completion of installation and before final acceptance, contractor shall perform all tests and inspections required for certification.
- B. Successful Bidder shall obtain required permits and schedule tests with the appropriate authority.

III. MATERIALS

- A. All fabricated components and material installed shall comply with current local code requirements and items covered in this section if requirements exceed the minimum standard.
- B. Materials shall be manufacturer's standard design and comply with all duty requirements.

IV. ELECTRICAL

All electrical wiring runs shall contain ten percent (10%) spares and comply with National Electrical Code NFPA 70 requirements.

V. PLUMBING

All plumbing must comply with current local plumbing codes.

VI. INSPECTION

- A. Field verify all requirements for work specified in this section including, but not limited to, the following:
 - a. Site dimensions
 - b. Unit sizes

- c. Minimum clearances
- d. Any dimensions or information that are required to furnish and install all items specified in this section

B. Given dimensions may not be exact it is the bidders responsibility to verify dimensions.

VII. FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed in accordance with current local code.
- B. Supply instruments and execute required tests.

VIII. CLEANING

- A. Remove protective coverings from finished surfaces and components ready for inspection.
- B. Contractor shall maintain a clean work space each day at the end of the work day.
- C. Dispose of all removed materials within the guidelines of the EPA.
- D. Include costs for dumpsters, off haul, and disposal of all existing material.

IX. TRAINING

- A. Supply owner training for proper use and maintenance of all new equipment.
- B. Provide owner with operation and service manuals for all new installed equipment.

X. WINNEBAGO COUNTY WILL:

- A. Provide, without charge, adequate power for tools during construction, starting, testing, and adjusting of equipment.

XI. WORK HOURS

- A. All work to be performed during "normal work hours." Overtime will not be approved for this job.

XII. MISCELANIOUS

- A. All permits are the responsibility of the bidder to obtain and pay for.
- B. All necessary crane lifts are the responsibility of the successful bidder to preform and pay for.

Bids must be all inclusive, if subcontractors are required it is the responsibility of the successful bidder to obtain, coordinate, and compensate them. Subcontractors are to be listed on Bid Subcontractor Form.

END OF SECTION 7 – SCOPE OF SERVICES/WORK

SECTION 8 - BID PRICING & SCHEDULE

Price for Parts: \$ _____

Price for Labor: \$ _____

TOTAL PRICE TO COMPLETE PROJECT: \$ _____

LEAD DAYS FOR MATERIALS: _____

NUMBER OF DAYS TO COMPLETE WORK: _____

CONTACT PERSON: _____ **TELEPHONE:** _____

EMAIL: _____

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PRINT/TYPE NAME: _____ **DATE:** _____

SIGNATURE: _____

END OF SECTION 8 - BID PRICING & SCHEDULE

SECTION 9 - BID FORM

Full Name of Bidder			
Contact Person			
Business Address			
City, State, ZIP			
Telephone		FEIN	
Email			

TO: Winnebago County Purchasing Department

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

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

Further, the undersigned, declares that the only person or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any other person, firm or corporation; and that he/she has fully examined the proposed forms of agreement and the Bid specifications for the above designated purchase, all of which are on file in the office of the Director of Purchasing, Winnebago County, 404 Elm St., Room 202, Rockford, Illinois 61101 and all other documents referred to or mentioned in the Bid documents, specifications and attached exhibits, including Addenda.

ACKNOWLEDGEMENT of SOLICITATION ADDENDUM

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

Addendum #	Date	Addendum #	Date	Addendum #	Date

BIDDER'S SIGNATURE

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

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

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

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

Further, the undersigned certifies and warrants that he/she is duly authorized to execute this certification/affidavit on behalf of the Bid and in accordance with any applicable partnership agreement or corporate by-laws, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate. Further, the undersigned certifies that the Bidder is not barred from bidding on this contract because of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, bid rigging or bid rotating. The undersigned declares that he/she has examined and carefully prepared this Bid and has checked the same in detail before submitting this Bid, and that the statements contained herein are true and correct.

Further, the undersigned on behalf of the Contractor certifies that the Bidder has provided equipment; supplies or services comparable to the items specified in this Bid to the parties listed in the Reference Section and authorizes the County to verify references of business and credit at its option. Finally, the undersigned on behalf of the Bidder, if awarded the contract, agrees to do all other things required by the Contract documents, and that Bidder will take in full payment therefore the sums set forth in the bidding schedule.

Moreover, the Bidder agrees to hold this offer open for a period of one hundred and fifty (150) days from the deadline for receipt of Bids.

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

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

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

SIGNATURE _____

NAME AND TITLE OF SIGNER _____

BUSINESS NAME _____

DATED THIS _____ **DAY OF** _____ **2024**

END OF SECTION 9 - BID FORM

SECTION 10 - BUSINESS REFERENCES FORM

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

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

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	

END OF SECTION 10 - BUSINESS REFERENCE FORM

SECTION 11 - BIDDER'S SUBCONTRACTOR FORM

NAME OF BIDDER	
CONTACT PERSON	

SUBCONTRACTORS:

Will you employ Subcontractors?

Yes ☐ No ☐

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

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

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

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

END OF SECTION 11- BIDDER'S SUBCONTRACTOR FORM

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.

[illegible]

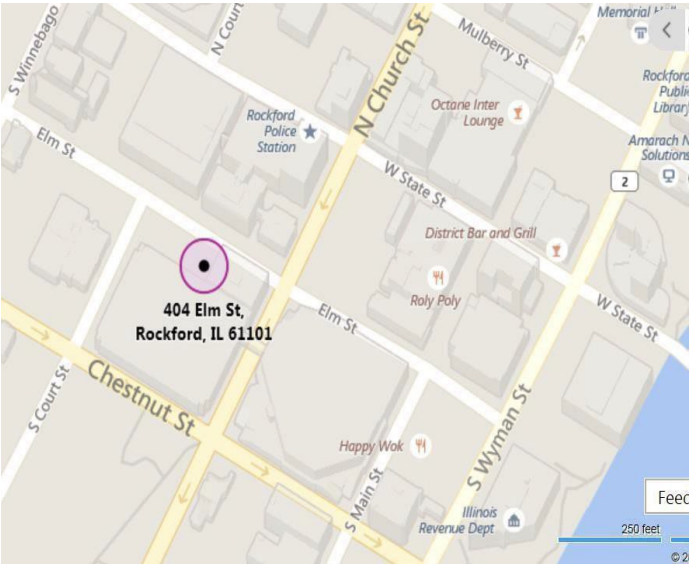
24B-2336 RTU Replacement at Adult Probation Center - Winnebago County, Illinois

SECTION 13 - RETURN OF BID LABEL

The County of Winnebago will receive sealed Bids at:

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

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



“24B-2336 RTU REPLACEMENT AT ADULT PROBATION CENTER”

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



BID # 24B-2336	WINNEBAGO COUNTY PURCHASING DEPARTMENT 404 ELM STREET, RM 202 ROCKFORD, IL 61101
BID NAME: RTU REPLACEMENT AT ADULT PROBATION	
BID DUE DATE/TIME: March 8, 2024 at 10:00 AM	

END OF SECTION 13 - RETURN OF BID LABEL