



Winnebago County - Purchasing Department
404 Elm Street Room 202
Rockford, Illinois 61101
(815)319-4380 Purchasing@purchasing.wincoil.gov

INVITATION FOR BIDS	24B-2345	ISSUE DATE	4/19/2024
IFB TITLE	HIGHWAY- BULK ROCK SALT		
IFB DUE DATE	5/8/2024	DUE TIME (CST)	2:00 PM
SUBMIT ONE (1) ORIGINAL, PLUS TWO (2) COPY		BOND REQUIRED	5% OF TOTAL BID

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

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

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

OVERVIEW OF THE COUNTY OF WINNEBAGO

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

BONDING

5% of total Bid

CONTRACT TERM, RENEWALS AND EXTENSIONS

The Contract shall be for a period of one year and may be subject up to two (2) additional one (1) year renewal periods provided there is no change in the terms, conditions, specifications, services and prices (unless otherwise negotiated each year) and provided that such renewals are mutually agreed to by both parties, based in part on satisfactory completion of the initial Contract term. In no event shall the term, plus renewals, exceed three (3) years. The County reserve the right to modify the quantity annually.

The County or the Bidder/Contractor in writing, no less than ninety (90) days prior to the Contract (annual) end date, must request a Contract price/fee/rate change. The County will notify the Bidder/Contractor after receiving the price/rate/fee change (increase or decrease) if the County is accepting the new price/fee/rate. If acceptable to the County, the Contract will be renewed for a renewal year. The County reserves the right to not renew the Contract after the initial one-year period.

BID AWARD CRITERIA

The Base Bid for Bulk Rock Salt will be awarded to the lowest responsive, responsible Bidder/Contractor meeting specifications; additionally, the Alternate Bid 1 for Treated Salt will be awarded to the lowest responsive, responsible Bidder/Contractor meeting specifications.

QUANTITIES

Winnebago County reserves the right to increase or decrease the quantities, within the parameters listed on page 15 of this Contract, shown herein at any time during the life of the Contract to correspond to the actual needs of the County.

CONTRACT ADMINISTRATION

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

GENERAL REQUIREMENTS

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

WHERE TO FIND THE SOLICITATION AND ANY ADDENDA

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

SUBMISSION DATE AND TIME

No later than 2:00 PM (CST) on, May 8, 2024— Bids received after the submittal time will be rejected. (Refer to Schedule of Events)

CONTACT PERSON: Hope Edwards, Director of Purchasing – purchasing@purchasing.wincoil.gov

SCHEDULE OF EVENTS

4/19/2024	IFB Solicitation is made available
4/24/2024	Questions emailed to purchasing@purchasing.wincoil.gov by 2:00 PM
4/29/2024	Questions answered via Addendum sent and posted on website by 11:00 AM
5/8/2024	IFB submittals due by 2:00 PM

SECTION ONE: GENERAL CONDITIONS

AMERICANS WITH DISABILITIES ACT

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

CANCELLATION

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

CHANGES

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

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

COMMENCEMENT OF WORK

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

COMPLIANCE WITH LAWS

All services, work and materials that in any manner affect the production, sale, or payment for the product or service contained herein must comply with all Federal, State, County and Municipal laws, statutes, regulations, codes, ordinances and executive orders in effect now or

later and whether or not they appear in this document, including those specifically referenced herein. The successful Bidder must be authorized to do business in the State of Illinois, and must be able to produce a Certificate of Good Standing with the State of Illinois upon request.

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

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

COST OF THE BID

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

DISPUTES

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

ENTIRE AGREEMENT

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

DEVIATIONS, EXCEPTIONS OR ALTERNATES

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

FREEDOM OF INFORMATION

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

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

GOVERNING LAWS AND REGULATIONS

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

HOLD HARMLESS CLAUSE

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

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

INDEMNITY

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

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

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

NON-COLLUSION

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

PROMPT PAYMENT ACT

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

PROTEST

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

RENEWALS AND EXTENSION

The Winnebago County Highway Department may elect to renew this contract for two (2) additional one (1) year renewal periods from May 1, 2025 to November 30, 2026, under the same terms, conditions upon written agreement of both the County Engineer and the Contractor. All of the bid unit prices shall be adjusted at time of renewal for inflation as determined by the Consumer Price Index for All Urban Consumers (CPI-U) published by the Bureau of Labor and Statistics, U.S. Department of Labor.

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

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

RESERVATION OF RIGHTS

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

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

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

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

SUBSTANCE ABUSE PREVENTION

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

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

TERMINATION, CANCELLATION AND DAMAGES

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

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

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

BIDDER'S RESPONSIBILITY FOR SERVICES PROPOSED

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

WITHDRAWAL OF BIDS

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

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

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

END OF SECTION ONE: GENERAL CONDITIONS

SECTION TWO: INSTRUCTION TO BIDDERS

1.1 INTRODUCTION/BACKGROUND

The Winnebago County Highway Department is seeking bid prices for bulk rock salt.

1.2 COPIES OF IFB DOCUMENTS

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

1.3 EXAMINATION OF IFB DOCUMENTS

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

1.4 INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

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

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

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

1.5 PREPARATION OF BIDS

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

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

1.6 SUBMISSION OF BIDS

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

1.7 REQUIRED COUNTY FORMS

Bidder shall complete and execute the forms specified in the IFB (Bid Signature Form and References), failure to provide executed documents may result in Bidder being determined to be not fully responsive to the IFB.

1.8 MODIFICATION OF BIDS

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

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

1.9 RESPONSIBILITY FOR BID

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

1.10 RECEIPT AND OPENING OF BIDS

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

1.11 AWARD OF CONTRACT

- A. The County reserves the right to waive any informality in any bid, or to re-advertise for all or part of the work contemplated. If bids are found to be acceptable, written notice will be given to the selected Bidder of the award of the contract. The County reserves the right to reject any and all bids.
- B. If the award of a contract is annulled, the County may award the contract to another Bidder(s), or the work may be re-advertised or may be performed by other qualified personnel as the County decides.

- C. A contract will be awarded to the Bidder(s) deemed to provide the services which are in the best interest of the County.
- D. The County also reserves the right to reject the bid of a Bidder who has previously failed to perform properly or to complete contracts of a similar nature on time.

1.12 SUBCONTRACTORS

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

1.13 ACCURACY DISCLAIMER

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

1.14 CERTIFICATE OF INSURANCE AND INSURANCE REQUIREMENTS

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

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

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

1.15 CHANGES IN INSURANCE COVERAGE:

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

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

END OF SECTION TWO: INSTRUCTION TO BIDDERS

SECTION THREE: BID SPECIFICATIONS

The County of Winnebago is seeking Bids for Bulk Rock Salt. The rock salt to be furnished and delivered, shall be in accordance with AASHTO Specification M143, Sodium Chloride Type 1, Grade 1. When delivered, the rock salt will be required to be free of any foreign materials. The Contract shall be for one (1) year.

The County will require two delivery points for the Highway Department and ten additional points throughout the County as follows:

Winnebago County Highway	424 N. Springfield Avenue, Rockford, IL 61101 Rock Cut State Park 7300 Harlem Road, Loves Park, IL 61111
City of Loves Park	832 Lawn Drive, Loves Park, IL 61111
Village of Rockton	205 Rockton off of Prairie Street, Rockton, IL 61072
Roscoe Township	5792 Elevator Road, Roscoe, IL 61073
City of South Beloit	225 Perry Avenue, South Beloit, IL 61080
Harlem Township	819 Melbourne Avenue, Machesney Park, IL 61115
Cherry Valley Township	4875 Blackhawk Road, Rockford, IL 61109
Village of Machesney Park	9854 N. Alpine Road, Machesney Park, IL 61115
Rockford Township	404 N. Springfield Avenue, Rockford, IL 61101
Village of Pecatonica	200 Taylor Street, Pecatonica, IL 61063
Village of Roscoe	5402 Swanson Road, Roscoe, IL 61073

The Base Bid is to furnish and deliver bulk rock salt for snow and ice control, in accordance with the AASHTO Specification M143, Sodium Chloride Type 1, Grade 1. Bulk rock salt shall be 95 to 98 percent pure sodium chloride. Maximum moisture content shall be no more than two and a half percent (2.5%). Winnebago County reserves the right to test and/or inspect said rock salt to make sure said rock salt conforms to the specifications listed in this paragraph.

The Alternate Bid 1 is to furnish and deliver Treated Salt. Calcium Chloride or Magnesium Chloride may be used for treating rock salt at the applicable rates, so that it is effective on pavement and bridge surfaces for air temperatures below 15 degrees Fahrenheit to at least zero degrees Fahrenheit (or lower). The bidder shall specify which product, calcium or magnesium, is being included in the bid. Bidders can submit bids for both products. Winnebago County reserves the right to select the product which will best meet its needs.

GUARANTEE

The successful Bidder/Contractor hereby guarantees the bulk rock salt it furnishes and delivers is prepared and shall perform in accordance with Industry Standards for bulk rock salt and must submit with its written Bid documentation of such guarantee. The successful Bidder/Contractor shall, at its own expense and without any cost to Winnebago County replace all/any bulk rock salt required or made necessary by reason of substandard performance or defective material or by reason of non-compliance with the specifications listed.

SOLAR SALT WILL NOT BE ACCEPTED

Bulk rock salt not meeting the standards listed in these Specifications shall be subject to rejection by Winnebago County. Salt shipments shall be F.O.B., delivered. Deliveries shall be made between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday. Arrangements can be made for after hours and weekend deliveries to maintain a prompt order delivery schedule. These arrangements can be made by contacting the Winnebago County Highway Department and/or the other listed agencies.

BID SECURITY AND PERFORMANCE BOND:

Each Bid shall be accompanied by a Bid security in the form of (a) Bid Bond or (b) a certified or cashier's check or money order payable to the order of the Winnebago County Treasurer. The Bid security shall be in an amount of not less than five percent (5%) of the total Bid as a guarantee that the Bidder/Contractor will, within 10 days after the date of the conditional award of a Contract, provide a performance bond as required by the Bid Documents. Any Bid submitted without the required Bid security, will not be read after it is opened.

Bid bonds shall be duly executed by the Bidder/Contractor as principal and have a surety thereon a surety company, approved by the County, having the minimum equivalent of a Best and Company A-V Rating.

If an intended awardee fails to furnish any bond or insurance or document required by the Bid Documents, the Bid security submitted with its Bid shall be forfeited as liquidated damages.

The Bidder/Contractor shall within 10 days of the Notice of Award furnish a Performance Bond in an amount equal to twenty percent (20%) of total Bid amount, conditioned upon the faithful performance of all covenants and stipulations included in these Bid documents and holding good until the completion of the Contract to protect the County of Winnebago against inadequate performance per all requirements of the Bid Documents. The Performance Bond shall remain in effect for one year from the issuance of a Purchase Order or until completion of the Contract period.

DELIVERY REQUIREMENTS

Delivery of orders are generally expected to start within three (3) working days, and be completed within ten (10) calendar days, from date of order.

All order releases shall be delivered to completion, unless mutually agreed upon by the County of Winnebago and the awarded Bidder/Contractor.

All salt deliveries shall be made with trucks equipped with tailgate dump trailers.

All trucks shall be covered with approved waterproof material. The Bidder/Contractor will ensure that upon delivery, the driver shall inspect the inside of the trailer and will confirm that all salt has been removed from the trailer before leaving the point of delivery. The Bidder/Contractor shall ensure that all weights and measures shown on the delivery tickets are correct. Winnebago County reserves the right to require that delivery trucks be directed to a scale in the vicinity to check the accuracy of loads being delivered.

The Bidder/Contractor will have the responsibility to deliver no less or no more than 20 (twenty)

tons than the total tonnage requested for each order.

The Bidder/Contractor shall notify Winnebago County of the trucking firm that will be delivering the salt, as well as a contact name, address and phone number of said trucking firm. The Bidder/Contractor shall supply the same information for the terminal location, as well.

Deliveries of rock salt will be required to be free of any foreign materials (i.e. mud, rocks, wood, tarpaulins, etc.). Cause for rejection and removal shall be made known within two (2) working days to the Bidder/Contractor. Loads contaminated with foreign material will be replaced at the Bidder/Contractor's expense within five (5) working days.

All salt is to be as lump free as possible. No salt with lumps larger than two (2) inches in diameter will be accepted. Loads with lumps larger than two (2) inches shall be replaced at the Bidder's/Contractor's expense within five (5) working days.

INVOICING

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. All invoices will be paid pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

LIQUIDATED DAMAGES

From November 1, 2024 through April 30, 2025, if the Bidder/Contractor is unable to complete delivery within ten (10) calendar days, Winnebago County shall have the right to retain \$.20 per ton, per calendar day as liquidated damages on the undelivered portion of the order. An order placed prior to 12:00 Noon on any business day (Monday through Friday, except Holidays) would be considered as the first calendar day of the ten (10) day delivery period. For orders placed after 12:00 Noon on a given day, the following day would be considered the first calendar day of the ten (10) day delivery period. If after ten (10) days of liquidated damage assessment, the Bidder/Contractor has still failed to deliver as required, Winnebago County shall reserve the right to take action to remedy the failure of Bidder/Contractor performance without prior notification of such failure. This may include termination of the order and purchase of salt from other sources, or to take action consistent with public safety as needed to continue business. Any or all additional costs may be collected from the Bidder/Contractor, in addition to any liquidated damage.

ORDERING

All individual releases will be placed with the terminal.

The successful qualified Bidder/Contractor shall be able to accept orders as early as October 1, 2024.

All salt will be delivered by June 1, 2025. No further orders will be given after that date unless authorized by the County Authorized Representative or designee.

QUANTITIES

The quantity shown in this Bid is an estimate only. The total quantity shown is to be considered

sufficient to service the needs of each agency in Winnebago County listed herein. We would agree to purchase at least 80% of the quantity shown for each agency. If Winnebago County does not utilize or order the 80%, Winnebago County will pay for the 80% and it will be kept at the terminal. This will be handled at no additional charge to the County.

The maximum salt amount to be ordered is 130% of the total quantity shown herein. This shall be provided at the unit price submitted on this Bid.

The County of Winnebago reserves the right to inspect the awarded Bidder's/Contractor's terminal for product and availability in quantities and condition that have been requested in these Specifications.

BASE BID

2024/2025 Requested Tons	24/25	
	Reg Road Salt	Treated Road Salt
Winnebago Co. Highway Dept	11,000	1,000
Cherry Valley Township	1,100	
City of Loves Park	3,000	
City of South Beloit	1,100	
Harlem Township	400	
Rockford Township	2,000	
Roscoe Township	600	
Village of Machesney Park	2,700	
Village of Pocatonia	300	
Village of Rockton	1,500	
Village of Roscoe	1,000	500
Total	24,700	1,500

ALTERNATE BID 1 (TREATED SALT):

Winnebago County Highway	1,000 Tons
Village of Roscoe	500 Tons
TOTAL	1,500 Tons

Note: Separate Award of bids will be issued for Base Bid and Alternate Bid 1.

THIRD PARTY OR ACTING IN THE BEST INTEREST OF THE CITIZENS OF WINNEBAGO COUNTY

In cases where other governmental agencies in Winnebago County are unable to obtain bulk rock salt, Winnebago County reserves the rights and obligation to sell salt or give salt (to be reimbursed at a later date) to governmental agencies without any recourse from the awarded Bidder/Contractor. This will be done at the contracted cost given to Winnebago County by the awarded Bidder/Contractor and at no time shall a profit be made by Winnebago County.

STOCKING REQUIREMENTS:

Within thirty (30) days of the notice of award (issuance of purchase order) the Bidder/Contractor will be required to provide Winnebago County with their salt source and local terminal information.

One hundred thirty percent (130%) of the quantity listed will be required to be in stock at a local terminal by November 1, 2024.

Winnebago County reserves the right to inspect the awarded Bidder's/Contractor's local terminal to verify that there is sufficient salt on hand to fulfill this agreement.

ADDITIONAL REQUIREMENTS:

The Bidder/Contractor shall also provide a unit cost per ton for rock salt greater than 130% up to and not to exceed 150% of the Contract amount. An Alternate Bid 1 is also requested for Treated Salt.

END OF SECTION THREE: BID SPECIFICATIONS

SECTION FOUR: BID FORM

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

Company Information

Woman Business Enterprise (WBE)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Small Business Enterprise (SBE)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Minority Business Enterprise (MBE)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Veteran Owned Business (VOB)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

If Yes, Check the Following Boxes that Apply:

BLACK/AFRICAN AMERICAN	<input type="checkbox"/>	HISPANIC	<input type="checkbox"/>
NATIVE AMERICAN OR ALASKA NATIVE	<input type="checkbox"/>	ASIAN AMERICAN	<input type="checkbox"/>

TO: Winnebago County Purchasing Department

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

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

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

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

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

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

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

SIGNATURE OF BIDDER

SIGNATURE _____

Name and Title of Signer _____

Dated this _____ **day of** _____ **2024**

BID PRICING

BID AWARD CRITERIA

THE BIDDER/CONTRACTOR IS TO PROVIDE A UNIT PRICE PER TON. WINNEBAGO COUNTY WILL REQUIRE A 5% BID SECURITY TO BE SUBMITTED WITH THE BID. THE AWARDED BIDDER/CONTRACTOR WILL ALSO BE REQUIRED TO FURNISH A 20% PERFORMANCE BOND AND CERTIFICATE OF INSURANCE WITHIN 10 DAYS OF THE NOTICE OF AWARD. INCLUDE REFERENCES AND COMPANY BACKGROUND.

PRICE:

BASE BID

UNIT PRICE PER TON: \$ _____

QUANTITY OF 24,700 TONS

EXTENDED PRICE: \$ _____

**UNIT COST PER TON FOR QUANTITIES EXCEEDING 130% PROJECTED USAGE
(NOT TO EXCEED A TOTAL OF 150% TOTAL USAGE):**

\$ _____ **PER TON**

ALTERNATE BID 1

TREATED SALT (SPECIFY CALCIUM OR MAGNESIUM CHLORIDE)

UNIT PRICE PER TON: \$ _____

QUANTITY OF 1,500 TONS

EXTENDED PRICE: \$ _____

UNIT COST PER TON FOR QUANTITIES EXCEEDING 130% PROJECTED USAGE
(NOT TO EXCEED A TOTAL OF 150% TOTAL USAGE):

\$ _____ PER TON

END OF SECTION FOUR: BID FORM

SECTION FIVE: BUSINESS REFERENCES FORM

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

NAME	
CONTACTPERSON	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	
EMAIL	

NAME	
CONTACTPERSON	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	
EMAIL	

NAME	
CONTACTPERSON	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	
EMAIL	

END OF SECTION FIVE: BUSINESS REFERENCE FORM

SECTION SIX: BIDDER'S SUBCONTRACTORS

NAME OF BIDDER	
CONTACT PERSON	

SUBCONTRACTORS:

Will you employ subcontractors? _ Yes No

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

SUBCONTRACTOR NAME	
CONTACT PERSON	
ADDRESS	
CITY, STATE, ZIPCODE	
TELEPHONE	
EMAIL	
WORK TO BE PROVIDED	

The Contractor will not change or use 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 SIX: BIDDER'S SUBCONTRACTORS

RETURN BID LABEL

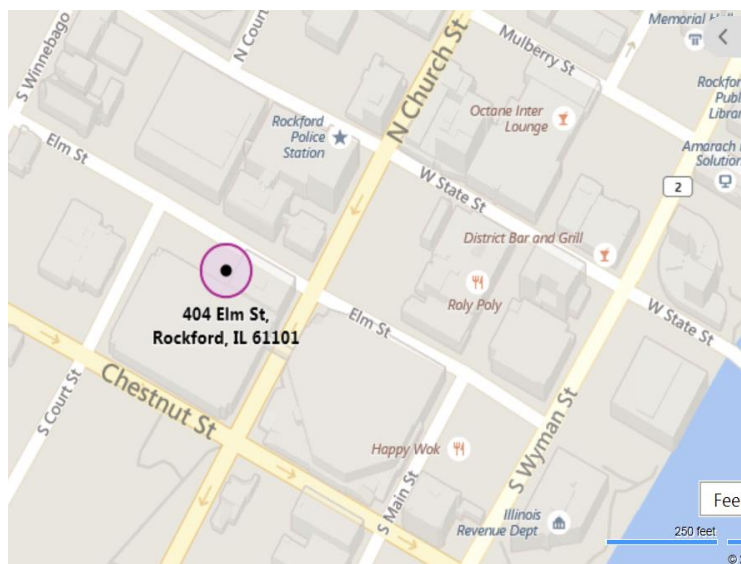


The County of Winnebago, Illinois will receive sealed Bids at:

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

All Bids must be enclosed in sealed envelopes marked:

“HIGHWAY-BULK ROCK SALT”



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



BID# 24B-2345	WINNEBAGO COUNTY PURCHASING DEPARTMENT 404 ELM STREET, ROOM 202 ROCKFORD, ILLINOIS 61101
PURCHASING DIRECTOR: HOPE EDWARDS	
BID NAME: HIGHWAY-BULK ROCK SALT	
BID DUE DATE/TIME: May 8, 2024 2:00 PM	