



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

INVITATION FOR BIDS	24B-2357	ISSUE DATE	8/30/2024
IFB TITLE	PUBLIC SAFETY BUILDING CONCRETE RAMP SNOW & ICE MELT REPLACEMENT PROJECT		
IFB DUE DATE	9/20/2024	DUE TIME (CST)	11:00 AM
SUBMIT ONE (1) ORIGINAL, PLUS TWO (2) COPIES		BOND REQUIRED	PERFORMANCE

You are hereby invited to submit your Bid for **PUBLIC SAFETY BUILDING CONCRETE RAMP SNOW & ICE MELT REPLACEMENT PROJECT** for the County of Winnebago. 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.

A MANDATORY Pre-Bid Meeting will take place on Friday, September 6, 2024 at 11:00 AM in the Winnebago County Administration Building 404 Elm Street, Rockford, IL 61101 Room 303

Project Location: 420 West State Street Rockford, IL 61101

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.

BID AWARD CRITERIA

The Base Bid for **Public Safety Building Concrete Ramp Snow & Ice Melt Replacement Project** will be awarded to the lowest responsive, responsible Bidder/Contractor meeting specifications.

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.

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 SOLICIATION 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 11:00 AM (CST) on September 20, 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

8/30/2024	IFB Solicitation is made available
9/6/2024	Mandatory Pre-Bid Meeting – 11:00 AM at Winnebago County Admin Building
9/10/2024	Questions emailed to purchasing@purchasing.wincoil.gov by 4:00 PM
9/13/2024	Questions answered via Addendum sent and posted on website by 12:00 PM
9/20/2024	IFB submittals due by 11:00 AM

BID FORM

BIDS SUBMITTED BY _____

Date _____

To: Hope Edwards
Director of
Purchasing County
of Winnebago
404 Elm Street, Room 202
Rockford, Illinois 61101

Gentlemen:

The undersigned, having become familiar with the local conditions affecting cost of work and with the Bidding Documents, including Advertisement for Bids, Instructions to Bidders, Supplementary Instructions to Bidders, General Conditions, Drawings and Specifications, and Addenda issued thereto, as prepared by Richard L. Johnson Associates, Inc., Architects•Interior Designers, 4703 Charles Street, Rockford, Illinois 61108, hereby agrees to furnish all labor, material and equipment necessary for the Winnebago County Public Safety Building Concrete Ramp Snow and Ice Melt Replacement Project at 420 West State Street, Rockford, Illinois for the prices hereinafter stated.

BASE BID

The undersigned agrees to complete all the work required, for the sum of:

_____ DOLLARS (\$_____)

and that such work will be substantially complete in the following # of calendar days: _____

UNIT PRICES

Should the net result of change for any of the following categories of work require a greater quantity of work than originally indicated in the Drawings and/or Specifications, the price for such added work will be as follows:

Removal of unsuitable soil and provide compacted granular backfill.....cu yd. \$ _____

- A. Contractor to include the cost of 100 cu yd of unsuitable soil and provide compacted granular backfill in its place under Base Bid.

SUBSTITUTIONS

All bids shall be based on the items, materials and manufacturers indicated by the Specifications and Drawings, with only such modifications as are made by Addenda.

Bidders desiring to use items other than those indicated by the Drawings, Specifications and Addenda shall list such proposed substitutions in the spaces below, together with the amounts to be added to or deducted from the amount(s) bid should any such proposed substitution be found acceptable after opening of Bids.

NOTE: Manufacturers' names and materials reviewed by Architect during bidding period, but not included in an Addendum, must be listed below if said materials are to be considered. NO EXCEPTIONS.

BRAND OR MODEL SPECIFIED

PROPOSED SUBSTITUTION

ADD

DEDUCT

NOTICE TO BIDDERS: If sufficient space is not available on this form for the information required, attach typewritten sheets with the necessary information

SUBCONTRACTORS

If the undersigned is awarded the Contract, the below listed subcontractors will be employed for their respective parts of the Work.

<u>SUBCONTRACT</u>	<u>SUBCONTRACTOR'S NAME</u>
Selective Demolition Work	_____
Cast-In-Place Concrete Work	_____
Metal Fabrications	_____
Joint Sealants Work	_____
Earth Moving For Building Work	_____
Mechanical Work	_____
Plumbing Work	_____
Electrical Work	_____

NOTICE TO BIDDERS: *The above list of Subcontractors will be required to be completed and submitted with the Bid.*

ADDENDA RECEIVED

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

Addendum #	Date	Addendum #	Date	Addendum #	Date

PRE-BID MEETING ATTENDANCE

The undersigned attended the mandatory Pre-Bid Meeting. YES ___ NO ___

SITE INSPECTION

Existing premises and conditions were checked by an on-site inspection? YES ___ NO ___

ADDITIONAL INFORMATION & FORMS REQUIRED

Federal Tax Identification Number: _____

Contractor's State License Number (if applicable): _____

VENDOR REGISTRATION FORM

SUSPENSION/DEBARMENT CERTIFICATION FORM

W-9 FORM

BUSINESS REFERENCE FORM

The Undersigned agrees to furnish for the Owner's approval the following information, complete and in the form prescribed, prior to commencement of Work. The Undersigned further agrees that failure to furnish such information will be construed to be an unauthorized deviation by the Undersigned from the Contract Documents and as such will because to withhold any and all payment which may become due Undersigned.

Details of insurance coverages outlined in "Insurance" in the Supplementary Conditions.

Submittal and Material Schedule.

NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and _____ agent or representatives present at the time of filing this Bid, being duly sworn, on their oaths 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, or with any public officer or the County of Winnebago, Illinois, whereby such affiant or affiants or either of them, has paid or is to pay to such other Bidder or public officer any sum of money, or has given or is to give other Bidder or public officer anything of value whatsoever, or such affiant or affiants or either of them has not, directly or indirectly, entered into any arrangement or agreement with any other Bidder or Bidders, which tends to or does lessen or destroy free competition in the letting of the Contract sought by the attached Bids; that no inducement of any form or character other than that which appears upon the face of the Bid will be suggested, offered, paid, or delivered to any person whomsoever to influence the acceptance of the said Bid or awarding of the Contract; nor has this Bidder any agreement 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 of the Contract sought by this Bid.

SUBSCRIBED and sworn to before me by _____
this ____ day of _____ 2024. My Commission Expires _____

COMMENCEMENT AND COMPLETION OF CONTRACT

The undersigned agrees, if awarded the Contract, to commence the contract work upon authorization by the Owner and to complete the Work without delay. The undersigned further agrees to execute the Contract in strict accordance with the Contract Documents prepared by Richard L. Johnson Associates, Inc., Architects•Interior Designers, 4703 Charles Street, Rockford, IL 61108.

NON-DISCRIMINATION

The Contractor shall comply the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The Contractor must have a written sexual harassment policy, which meets Illinois State Statutes, 775 ILCS, 15/3.

PREVAILING WAGE

The State of Illinois requires that all wages paid by the Contractor and each subcontractor must be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended. This requires payment of the general prevailing rate for each craft or type of worker, including payment of the general prevailing rate for legal holiday and overtime work. The Illinois Department of Labor publishes the prevailing wage rates on its website. The Contractor must review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor must be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. A copy of the prevailing wage rates is posted on the County website. If wage rates change during the course of the project, the new rates will be available online at www.state.il.us/agency/idol.

If this Bid requires Prevailing Wages: please visit the IDOL website for instructions. It is the responsibility of the Awarded Vendor to submit Certified Payrolls to the State. <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-act.aspx>

EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

Pursuant to (30 ILCS 570/3) the "Employment of Illinois Workers in Public Works Act," whenever there is "a period of excessive unemployment" in Illinois, defined by any month immediately following two consecutive calendar months during which the level of employment in the state has exceeded 5%, then any person or entity working in a Public Works project for the county shall employ at least 90% Illinois laborers on such project. The County expects all contractors on Public Works projects to abide by this act in addition to prevailing wage until the provisions of this act are lifted by the State of Illinois. More information about the Employment of Illinois Workers on Public Works Act can be found here: <http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=549&ChapterID=7>

CERTIFIED PAYROLL REQUIREMENTS

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

HOLD HARMLESS CLAUSE

The successful bidder will agree to indemnify, save harmless and defend the County of Winnebago, its agents, Board members, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract upon award. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the County of Winnebago, its agents, Board members, servants, or employees or any other person indemnified hereunder.

BID RESPONSE

It is required that the bidder completely read the Bid prior to filling out to become acquainted with terms and conditions of the bid document and merchandise requirements. No relief will be allowed from the bid conditions unless you take written exception to that condition on your bid.

GENERAL CONDITIONS

This bid shall be firm for at least 150 days after the latest time specified for submission for bids and thereafter until written notice is received from the bidder.

AWARD OF ORDER

The County will award a purchase order to the lowest responsive, responsible bidder meeting the County's requirements as listed in this document. The County will be the sole judge of acceptability of any products and services offered.

EXCEPTIONS

The bid speaks for itself. Bidders taking exception to any terms, conditions or specifications of this bid must clearly state in writing such exception(s) either on or with their bid. The County will be the sole judge of the acceptability of any exception noted, and is not bound to consider any bid submitted with exceptions.

TERMINATION

Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The County will give written notice of unsatisfactory performance and the contractor will be allowed thirty (30) days to take corrective action and accomplish satisfactory control. If at the end of the thirty days, the County deems the contractor's performance still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellations shall not limit the County's right to seek any other remedies allowed by law.

The successful bidder will agree that the resulting contract is made subject to available budgetary appropriations and shall not create any obligation on behalf of the County in excess of such appropriations. In the event that no funds or insufficient funds are appropriated and budgeted, this Contract shall terminate without penalty or expense to the County thirty (30) days after written notification of termination from the County.

The successful bidder will agree that pursuant to requirements imposed under Illinois law, the County shall have 120 days after each election of county board members to terminate this Agreement, without cause and without penalty.

GOVERNING LAW

The contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of law provisions. Venue is proper only in the County of Winnebago.

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 this 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.

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.

PAYMENT

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. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act".

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, 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 and services 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.

INSURANCE REQUIREMENTS

The 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.

Upon notice of acceptance of Bid, the successful bidder shall, within fifteen (15) calendar days of said notice, furnish to the Director of Purchasing a certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to Winnebago County licensed to do business in the State of Illinois, and with a minimum insurance rating of A: VII as found in the current edition of A M Best’s Key Rating Guide. Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing Winnebago County thirty (30) days prior notice thereof in writing. 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 Winnebago County. The Proposer is responsible for all insurance deductibles and Self-Insured Retentions.

TYPE OF INSURANCE	MINIMUM LIMITS LIABILITY
1. Workers Compensation	Statutory
2. Employers Liability	\$2,000,000
A. Each Accident & Disease	
3. *Commercial General Liability	\$5,000,000
4. *Umbrella Excess Liability (over primary) Retention for Self-Insured Hazards (each occurrence)	\$5,000,000
5. *Business Auto Liability	\$2,000,000

Contractor shall procure an appropriate clause in, or endorsement on, each of its policies for the fire or extended coverage insurance and on all other forms of property damage insurance covering the Contractor’s personal property, materials or equipment whereby the insurer waives subrogation or consents to a waiver of right of recovery against Agent and Owner, and having obtained such waiver or subrogation or waiver of the right to recovery, Contractor hereby agrees that it will not make any claim against or seek to recover from Agent or Owner for any loss or damage of property of the type covered by such insurance.

***ALSO Required in addition to a Certificate of Insurance are the following Endorsements for BOTH Commercial and Auto Liability:**

1. An Additional Insured Endorsement
2. Waiver of Subrogation for Insurance is Primary and Non-Contributory to additional insured insurance coverage

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

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

- It is the responsibility of Proposer to provide a copy of this BID to their insurance
- It may also be required that the Proposer’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. Insurance Certificates with required endorsements should be emailed to purchasing@purchasing.wincoil.gov

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.

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 Proposer of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Proposer of its obligation to provide indemnification. However, the County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

CHOICE OF LEGAL COUNSEL

The Proposer 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.

RIGHTS RETAINED

Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any defenses or immunities otherwise available to the County.

STATEMENT OF BIDDER'S BUSINESS ORGANIZATION

This Statement is part of the Proposal for the entire work.

PROJECT _____

SUBMITTED BY _____

If the Proposal is submitted by an individual, execute the following form:

Firm Name _____

Owner and Official Address _____

Dated this _____ day of _____ 2024

By _____

If the Proposal is submitted by a partnership, execute the following form:

Firm Name _____

Firm Address: _____

All Partner Names:

Dated this _____ day of _____ 2024

By _____

If this Proposal is submitted by a corporation, execute the following form:

Corporate Name _____

State and City in which Incorporated _____

If incorporated in another state, are you authorized to do business in the State of Illinois?

Yes _____ No _____

Name and Address of registered agent in Illinois:

(Title)

(Title)

CORPORATE SEAL

Dated this _____ day of _____ 2024

By _____ Title _____

NOTE: ALL ENTRIES MUST BE IN INK.

CONTRACTOR QUALIFICATION STATEMENT

Contractor Contact: _____

Telephone: _____ Email: _____

CONTRACTOR MUST SUBMIT THIS BID FORM ALONG WITH REQUESTED SUBMITTALS IN ORDER TO BID ON THIS PROJECT. ANY CHANGES MUST BE SUBMITTED TO WINNEBAGO COUNTY BEFORE BID OPENING ON ANY PROJECT.

Submit:

- 1. **Federal Employer Tax Identification Number or Social Security Number:** _____
- 2. **Contractors State License Number** (if applicable): _____
- 3. **BUSINESS REFERENCE FORM** will need to be completed

PLEASE PROVIDE ANSWERS TO THE FOLLOWING:

YEARS IN BUSINESS _____

ANNUAL SALES _____

PROVIDE A BRIEF DESCRIPTION OF YOUR BUSINESS (i.e. General Contractor, construction material supplier, plumbing, electrical, etc.)

1.01. SIGNATURES

Authorized signature in affirmation of the above statements and submittals:

_____	_____
(Name of Corporation)	(Authorized Signature) (Title)

_____	_____
(State of Incorporation) (Date)	(Print Name of Signer)

NOTE: This information will be reviewed for each bid to determine contractor eligibility.

END BID FORM

SECTION SIX: 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 SIX: BUSINESS REFERENCE FORM

RETURN BID LABEL

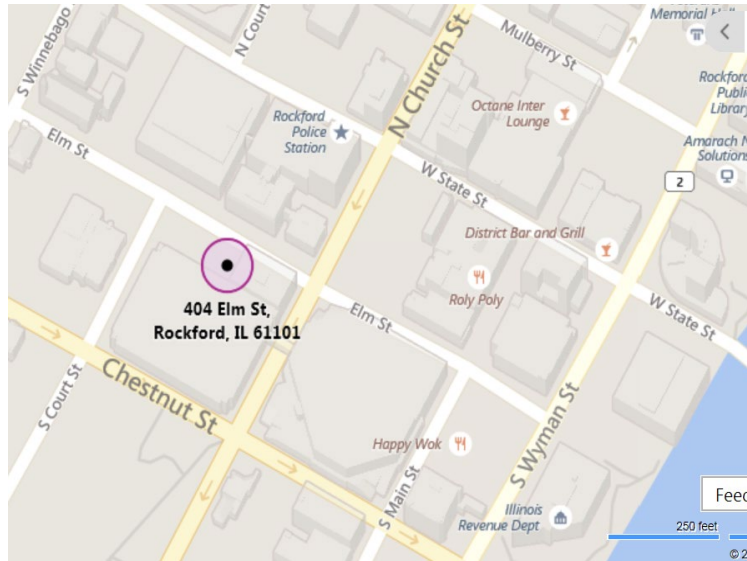


The County of Winnebago, Illinois will receive sealed Bids at:

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

All Bids must be enclosed in sealed envelopes marked:

**“PUBLIC SAFETY BUILDING
CONCRETE RAMP SNOW & ICE
MELT REPLACEMENT PROJECT”**



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



BID# 24B-2357	WINNEBAGO COUNTY PURCHASING DEPARTMENT 404 ELM STREET, ROOM 202 ROCKFORD, ILLINOIS 61101
PURCHASING DIRECTOR: HOPE EDWARDS	
BID NAME: PUBLIC SAFETY BUILDING CONCRETE RAMP SNOW & ICE MELT REPLACEMENT PROJECT	
BID DUE DATE/TIME: 9/20/2024 – 11:00 AM	