



## Winnebago County - Purchasing Department

404 Elm Street Room 202

Rockford, Illinois 61101

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

INVITATION FOR BIDS	25B-2401	ISSUE DATE	4/3/2025
IFB TITLE	<b>PARKING LOT REPLACEMENTS FOR THE JUVENILE JUSTICE CENTER (2)</b>		
IFB DUE DATE	May 7, 2025	DUE TIME (CST)	2:00 PM
SUBMIT ONE (1) ORIGINAL, PLUS ONE (1) COPY		BOND REQUIRED:	5% OF TOTAL BID PRICE

You are hereby invited to submit your Bid for the County of Winnebago for **Parking Lot Replacements for the Juvenile Justice Center (2)**. 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. **PLEASE SEE THE ATTACHED SET OF IDOT DOCUMENTS (EXHIBIT A) FOR PRICING, SPECIAL PROVISIONS, CHECK SHEETS, PREVAILING WAGES, PROJECT PLANS AND ALL OTHER ADDITIONAL INFORMATION.**

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**

A **MANDATORY Pre-Bid Meeting** prior to submitting a Bid is scheduled for **April 14, 2025 at 10:30 AM.** at Winnebago County Juvenile Justice Center, 211 South Court Street, Rockford, IL 61101. A **Mandatory Site Visit** will follow immediately after the **Mandatory Pre-Bid Meeting.**

### 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 **PARKING LOT REPLACEMENTS FOR THE JUVENILE JUSTICE CENTER (2)** will be awarded to the lowest responsive, responsible Bidder/Contractor meeting specifications.

## 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 7, 2025**— Bids received after the submittal time will be rejected. (Refer to Schedule of Events)

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

## SCHEDULE OF EVENTS

4/3/2025	IFB Solicitation is made available 11:00 AM
4/14/2025	<b>MANDATORY PRE-BID MEETING AND SITE VISIT</b> Juvenile Justice Center, 211 S. Court St., Rockford, IL 61101 at 10:30 AM
4/23/2025	Questions emailed to <a href="mailto:purchasing@purchasing.wincoil.gov">purchasing@purchasing.wincoil.gov</a> by 2:00 PM
4/28/2025	Questions answered via Addendum sent and posted on website by 2:00 PM
5/7/2025	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.

### **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.

## **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.

## **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.

## **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.

#### **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

## **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' notices 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 Purchasing Department is seeking bid prices for two Parking Lot Replacements for the Juvenile Justice Center- 211 South Court Street, Rockford, IL. 61101

### 1.2 COPIES OF IFB DOCUMENTS

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

### 1.3 EXAMINATION OF IFB DOCUMENTS

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

### 1.4 INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

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

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

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

### 1.5 PREPARATION OF BIDS

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

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

#### **1.6 SUBMISSION OF BIDS**

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

#### **1.7 REQUIRED COUNTY FORMS**

Bidder shall complete and execute the forms specified in the IFB (Bid Signature Form 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 – GROUP A		MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1	<b>Workers Compensation</b>	Statutory
2	<b>Employers Liability</b> A. Each Accident B. Each Employee-disease C. Policy Aggregate-disease	 \$2,000,000 \$2,000,000 \$2,000,000
3	<b>Commercial General Liability</b> A. Per Occurrence B. General Aggregate 1. General Aggregate- Per project 2. General Aggregate - Products/ Completed Operations	 \$5,000,000 \$5,000,000 \$5,000,000 \$5,000,000
4	<b>Business Auto Liability</b>	\$2,000,000
5	<b>General Umbrella Excess Liability</b>	\$5,000,000

***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: SPECIAL CONDITIONS

#### **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.

#### **BID BOND REQUIRED:**

A Bid Bond for not less than five (5) percent of the Bid amount must accompany all bids as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract. A bank cashier's check, bank draft, or certified check, made payable to the County of Winnebago, equal to the amount specified is acceptable in lieu of a Bid Bond. Money Orders or Company checks will not be accepted. Bids received without a Bid Bond, as outlined herein, will be rejected. The unsuccessful Bidder's checks will be returned after the County Board has awarded the Bid. The Bid Bond or cashier's check of the successful Bidder will be returned after being replaced with their Performance Bond.

#### **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://Purchasing Department (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 inquiries 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:** Melinda Macias- Purchasing Specialist  
Email: [purchasing@purchasing.wincoil.gov](mailto: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 THREE - SPECIAL CONDITIONS**



## **SECTION FOUR- 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 FOUR– ADDITIONAL WORK REQUIREMENTS**

## SECTION FIVE: BID FORM

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

### **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** \_\_\_\_\_ **2025**

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**END OF SECTION FIVE: BID FORM**

## SECTION SIX: BUSINESS REFERENCE 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.

<b>NAME</b>	
CONTACTPERSON	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	
EMAIL	

<b>NAME</b>	
CONTACTPERSON	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	
EMAIL	

<b>NAME</b>	
CONTACTPERSON	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	
EMAIL	

**END OF SECTION SIX: BUSINESS REFERENCE FORM**

## SECTION SEVEN: BIDDER'S SUBCONTRACTORS

<b>NAME OF BIDDER</b>	
<b>CONTACT PERSON</b>	

### 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).

<b>SUBCONTRACTOR NAME</b>	
<b>CONTACT PERSON</b>	
<b>ADDRESS</b>	
<b>CITY, STATE, ZIPCODE</b>	
<b>TELEPHONE</b>	
<b>EMAIL</b>	
<b>WORK TO BE PROVIDED</b>	

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 SEVEN: BIDDER'S SUBCONTRACTORS

## SECTION EIGHT: BID EXCEPTION FORM

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

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

[illegible]

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



## RETURN BID LABEL

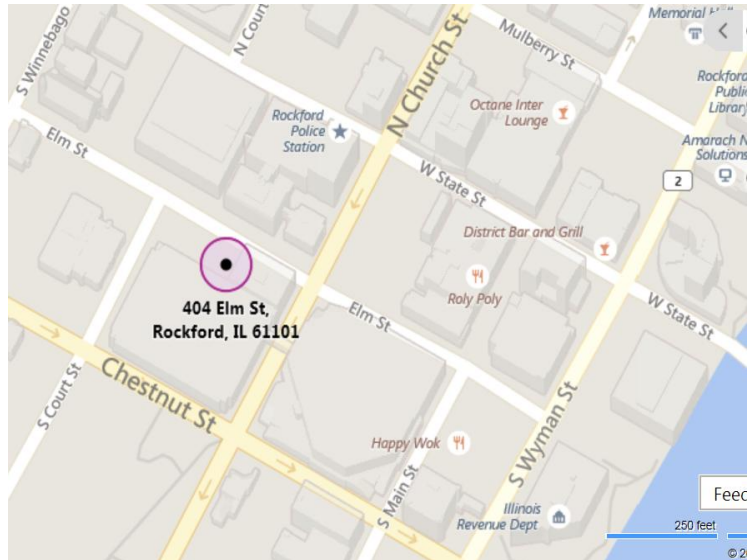


The County of Winnebago, Illinois will receive sealed Bids at:

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

All Bids must be enclosed in sealed envelopes marked:

**“PARKING LOT  
REPLACEMENTS FOR THE  
JUVENILE JUSTICE CENTER”**



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



<b>BID#</b> <b>25B-2401</b>	<b>WINNEBAGO COUNTY PURCHASING DEPARTMENT 404 ELM STREET, ROOM 202 ROCKFORD, ILLINOIS 61101</b>
<b>PURCHASING SPECIALIST:</b> MELINDA MACIAS	
<b>BID NAME:</b> <b>“PARKING LOT REPLACEMENTS FOR THE JUVENILE JUSTICE CENTER”</b>	
<b>BID DUE DATE/TIME:</b> <b>5/7/2025 at 2:00 PM</b>	