

## **Winnebago County - Purchasing Department**

404 Elm Street Room 202 Rockford, Illinois 61101

(815)319-4380 Purchasing@purchasing.wincoil.gov

INVITATION FOR BIDS	25B-2402	ISSUE DATE	04/24/2025
IFB TITLE	LED CAN LIGHT UPGRADES-CRIMINAL JUSTICE CENTER		
IFB DUE DATE	05/22/2025	DUE TIME (CST)	11:00 A.M.
SUBMIT ONE (1) ORIGINAL, PLUS ONE (1) COPY		BOND REQUIRED	NONE

You are hereby invited to submit your Bid for **LED CAN LIGHT UPGRADES-CRIMINAL JUSTICE CENTER** 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. 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.

A MANDATORY Pre-Bid Meeting will take place on Thursday, May 1, 2025 at 11:00 A.M. at the Criminal Justice Center - 650 West State Street, Rockford, Illinois 61101.

#### PLEASE MEET IN THE MAIN LOBBY PAST SECURITY.

#### **BID AWARD CRITERIA**

The Base Bid for **LED CAN LIGHT UPGRADES-CRIMINAL JUSTICE** 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.

## **GENERAL REQUIREMENTS**

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

25B-2402 LED CAN LIGHT UPGRADES - CJC

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: <a href="https://wincoil.gov/departments/purchasing-department">https://wincoil.gov/departments/purchasing-department</a>

## **SUBMISSION DATE AND TIME**

No later than 1:00 P.M. (CST) on, May 22, 2025 at 11:00 A.M.— Bids received after the submittal time will be rejected. (Refer to Schedule of Events)

**CONTACT PERSON**: Kathy Clausen, Purchasing Coordinator – <u>purchasing@purchasing.wincoil.gov</u>

## **SCHEDULE OF EVENTS**

04/24/2025	IFB Solicitation is made available
05/01/2025	MANDATORY PRE-BID CONFERENCE AT 11:00 A.M.
05/08/2025	Questions emailed to <a href="mailto:purchasing@purchasing.wincoil.gov">purchasing@purchasing.wincoil.gov</a> by 11:00 AM
05/15/2025	Questions answered via Addendum sent and posted on website by 11:00 A.M.
05/22/2025	IFB submittals due by 11:00 A.M.

#### **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.

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

## **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.

**CONTRACT NEGOTIATION:** All Bids must be firm for at least 150 calendar days from the **Bid Due Date**. If for any reason, a Contract is not executed with the selected Bidder within

fourteen days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. There is no contract until the County's policies and procedures have been fulfilled.

#### 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.

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

#### **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.

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

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

#### 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' 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.

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

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 Facilities Department is looking for LED upgrades for the Adult Probation 4<sup>th</sup> floor.

## 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 <a href="mailto:purchasing@purchasing.wincoil.gov">purchasing.wincoil.gov</a> 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 <a href="mailto:purchasing@purchasing.wincoil.gov">purchasing@purchasing.wincoil.gov</a>

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 <u>five (5) business days</u> 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 SUBMISSIONOFBIDS

- 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	\$2,000,000
B. Each Employee-disease	\$2,000,000
C. Policy Aggregate-disease	\$2,000,000
Commercial General Liability	
A. Per Occurrence	\$5,000,000
B. General Aggregate	\$5,000,000
1. General Aggregate- Per project	\$5,000,000
2. General Aggregate - Products/ Completed Operations	\$5,000,000
Business Auto Liability	\$2,000,000
General Umbrella Excess Liability	\$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: BID SPECIFICATIONS

## LED upgrade can lights at Criminal Justice Center

#### **DETAILED SPECIFICATIONS**

These detailed specifications are as accurate as possible. It will be the bidder's sole responsibility to be all inclusive with labor, material and equipment necessary to upgrade 619 existing can lights to LED.

- I. DESCRIPTION AND IMPROVEMENTS
  - A. Specifications of existing
    - a. 167 two lamps can lights
      - i. 6-inch round
      - ii. 277VAC
      - iii. Ballast driven CFL's
    - b. 452 two lamp can lights
      - i. 8-inch round
      - ii. 277VAC
      - iii. Ballast driven CFL's
  - B. Specifications of new
    - a. 167 New 6-inch round LED fixtures
      - i. Suitable for line voltage 100-277VAC
      - ii. Lumens output per fixture 1,800
      - iii. Watts 18.5
      - iv. Color: 4,000K
    - b. 452 New 8-inch round LED fixtures
      - i. Suitable for line voltage 100-277VAC
      - ii. Lumens output per fixture 3,000
      - iii. Watts 30
      - iv. Color: 4.000K
    - c. Replace 1 current fixture with 1 new fixture
  - C. These specifications include the requirements for the removal and replacement of lights
    - a. One new fixture for one removed
    - b. Remove and dispose of existing fixtures
    - c. New fixtures go back where old fixtures were removed
    - d. LOTO procedures must be followed
    - e. Anything else pertaining to this project that is deficient or required for safe operation

## **II.TESTS**

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

#### **III MATERIALS**

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

#### IV. ELECTRICAL

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

#### V. PLUMBING

All plumbing must comply with current local plumbing codes.

#### VI. INSPECTION

- A. Field verify all requirements for work specified in this section including, but not limited to, the following:
  - a. Site dimensions
  - b. Unit sizes
  - c. Minimum clearances
  - d. Any dimensions or information that are required to furnish and install all items specified.
  - e. Quantity
- B. Given specifications may not be exact it is the bidders responsibility to verify.

#### VII. FIELD QUALITY CONTROL

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

#### VIII. CLEANING

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

## IX. TRAINING

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

## X. WINNEBAGO COUNTY WILL:

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

## XI. WORK HOURS

- A. All work to be performed during "normal work hours." Overtime will not be approved for this job.
- B. Once work begins the successful bidder has 2 weeks to complete the project.
- C. This work must be complete by September 30<sup>th</sup>.

## XII. MISCELANIOUS

- A. All permits are the responsibility of the bidder to obtain and pay for.
- B. All necessary crane lifts are the responsibility of the successful bidder to preform and pay for.
- C. Removal and disposal are the responsibility of the bidder.
- D. Must use Com Ed discount program.
- E. At close of project a cut sheet and warranty information on all products installed shall be sent to facilities.
- F. Lock out tag out procedures must be followed.
- G. Must follow Illinois State statutes regarding prevailing wages. Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq*.

ids must be all inclusive, if subcontractors are required it is the responsibility of the successful bidder to btain, coordinate, and compensate them. Subcontractors are to be listed on Bid Subcontractor Form.	
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			1			
Woman Business Enterp	rise (WBE)	Yes	No			
Small Business Enterp	orise (SBE)	Yes	No			
Minority Business Enterp	rise (MBE)	Yes	No			
Veteran Owned Busir	iess (VOB)	Yes	No			
If Yes, Check the Following	Boxes that A	Apply:				
BLACK/AFR	ICAN AMERI	CAN		HISF	PANIC	
NATIVE AMERICAN OF	ALASKA NA	TIVE	A	SIAN AMEF	RICAN	
TO: Winnebago County Pur	chasing Dep	artment				
The undersigned, being duly sworn, certifies they are an:  OWNER/SOLE MEMBER OF AN OFFICER OF MEMBER OF JOINT PROPRIETOR PARTNERSHIP CORPORATION 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	an	d		issued t	hereto;	

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	da	y of	2024	
Pricing Brea	akdown:			
LABOR	\$			
MATERIALS	\$			
TOTAL	Ś			

**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 REFERENCES FORM** 

## **SECTION SIX: BIDDER'S SUBCONTRACTORS**

NAME OF BIDDER	
CONTACT PERSON	
-	Yes No No e, 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** 

## SECTION SEVEN: 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)

**END OF SECTION SEVEN: 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:

LED CAN LIGHT UPGRADES-CRIMINAL JUSTICE CENTER



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



BID#

25B-2402

PURCHASING COORDINATOR: KATHY CLAUSEN

**BID NAME:** 

LED CAN LIGHT UPGRADES CRIMINAL JUSTICE CENTER

BID DUE DATE/TIME:

05/01/2025 11:00 A.M.

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