

Firm Name: \_\_\_\_\_

**BID FP #18B-2129**

**I**

**CALL FOR BIDS**

**INSTRUCTIONS AND SPECIFICATIONS  
FOR**

**TURF FERTILIZERS, HERBICIDES, FUNGICIDES AND INSECTICIDE**

The Board of Commissioners of the Winnebago County Forest Preserve District will receive sealed bids in the Winnebago County Forest Preserve District, 5500 Northrock Drive, Rockford, IL 61103 until 10:00 A.M, on March 1, 2018.

A public opening and reading will be held at this date and time.

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

**“Fertilizer, Herbicides, Fungicides and Insecticide”  
10:00 A.M., March 1, 2018**

The Board of Commissioners reserves the right to accept or reject any and all bids or to waive technicalities, or to accept any item of any bid. Information is available from the Purchasing Department, Winnebago County Administration Building, 404 Elm Street, Room 202, Rockford, Illinois 61101. Telephone: (815) 319-4380, Email [purchasing@wincoil.us](mailto:purchasing@wincoil.us)

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

- I. Call for Bids**
- II. Requirements for Bidding and Instructions to Bidders**
- III. Information Sheet**
- IV. Bid Forms**

Legal Advertisement for Bids published in the Rockford Register Star on January 19, 2018 or visit our website <http://wincoil.us/>.

## II

### REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

#### PREPARATION OF BID OR PROPOSAL

The bidder must submit a bid or proposal on the forms furnished by the Purchasing Department. All blank spaces on the bid or proposal form must be filled in. Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership, or signed in the name of a corporation by an officer whose title shall be stated. Bids or proposals shall be sealed in an envelope and marked as required in the instructions. The bid or proposal is contained in these documents and must remain attached hereto when submitted.

#### TAXES NOT APPLICABLE

The Winnebago County Forest Preserve District as a Governmental Unit pays neither Federal Excise Tax nor Illinois Retailers Occupational Tax, and therefore, those taxes should be excluded from bid. Our Tax Exempt Number is: E9992-3483-07.

#### PROMPT PAYMENT ACT

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

#### FREEDOM OF INFORMATION

Any responses and supporting documents submitted in response to a bid or proposal will be subject to disclosure under the Illinois Freedom of Information Act.

#### WITHDRAWAL OF BIDS OR PROPOSALS

Any bidder may withdraw their bid or proposal at any time prior to the time specified in the advertisement as the closing time for the receipt of bids or proposals by signing a request therefore. However, no bidder shall withdraw or cancel his bid or proposal for a period of sixty (60) days after said advertised closing time for the receipt of bids or proposals; the successful bidder shall not withdraw or cancel their bid or proposal after having been notified by the Director of Purchasing that said bid or proposal has been accepted by the Forest Preserve Board of Commissioners.

#### CATALOGS

Each bidder shall submit catalogs, descriptive literature, and detailed drawings, where applicable, to fully illustrate and describe the material and/or work they propose to furnish.

#### CANCELLATION

The Winnebago County Forest Preserve District reserves the right to cancel any contract in whole or in part without penalty due to failure of the contractor to comply with terms, conditions and specifications of this contract.

#### COST OF BID OR PROPOSAL

Expenses incurred in the preparation of proposals in response to this bid or proposal is the Bidder's sole responsibility.

#### USE OF TRADE NAMES

In cases where a specified item is identified by a manufacturer's name, trade name, or other references, it is understood that the bidder proposes to furnish the item identified. If the bidder proposes to furnish an "equal," the proposed "equal" item must be so indicated in the written bid or proposal. The County shall be the sole determiner of the equality of the substitute offered.

## II

### REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS (CONTINUED)

#### **DELIVERIES**

All materials shipped to the Winnebago County Forest Preserve District must be shipped F.O.B. designated location, County of Winnebago, Rockford, Illinois.

#### **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 Request for Bid or Proposal. 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 or proposal. If deviations, exceptions or alternates are submitted, it is the Winnebago County Purchasing Director's sole and final decision whether specifications have been met and will be considered for award.

#### **CASH DISCOUNTS**

In determination of award, cash discounts will only be considered when all other conditions are equal.

#### **ORDERING**

Purchase orders shall be placed directly to the contractor by an authorized agent of the Winnebago County Forest Preserve. No other purchase orders are authorized.

#### **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.

Bidder/Contractor must obtain all licenses, certificates and other authorizations required in connection with the performance of its obligations hereunder, and Bidder/Contractor 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 vendor 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 vendor, it reserves the right to reject any bid, cancel any contract and pursue any other legal remedies deemed necessary.

#### **BID PROTEST**

Firms wishing to protest bids or awards shall notify the Purchasing Director in writing within 5 days after the invitation to bid opening. The notification should include the bid number, the name of the firm protesting and the reason why the firm is protesting the bid. The Purchasing Director will respond to the protest within 5 calendar days.

## II

### REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS (CONTINUED)

#### **DISPUTES**

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

#### **ENTIRE AGREEMENT**

These Standard Terms and Conditions of Bid or Proposal shall apply to any contract or order awarded as a result of this Request for Bid except where special requirements are stated elsewhere in the Request; 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.

#### **PAY REQUEST**

Forest Preserve makes payments once a month after the Board of Commissioners approval of invoices. The Board meets the third Wednesday of each month. The last day a pay request can be submitted for payment for the month is eight days before the Board meeting or the Tuesday a week before the Board Meeting.

When applicable Contractors are to submit a Waiver of Lien and Certified Payroll forms with requests for payment.

#### **NON-DISCRIMINATION**

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure Equal Employment Opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the Non-Discrimination Clause.

#### **NON-COLLUSION**

The Bidder, by its officers, agents or representatives (hereafter referred to as the Bidder) present at the time of filing this bid, say that neither they nor any of them, have in any way directly or indirectly, entered into any arrangement or agreement with any other Bidders, or with any public officer of the Winnebago County Forest Preserve District, 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 or Bidders. Whereby, no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds on the Contract sought by this bid.

## II

### REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS (CONTINUED)

#### **NON-BARRED BIDDING**

The bidder certifies, by submission of this proposal, that it is not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating.

#### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

The bidder certifies, by submission of this proposal 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 proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal. Additionally, for all new contractors and vendors to be paid the Purchasing Office will review the Excluded Parties List System prior to requesting the vendor be created in our accounting system.

III

INFORMATION SHEET

2018 Turf Fertilizers, Herbicides, Fungicides, and Insecticides

1. **SCOPE** – Furnish turf fertilizers, herbicides, fungicides, and insecticides for the Winnebago County Forest Preserve, per the enclosed specifications and conditions. The Winnebago County Forest Preserve shall be the sole and final judge as to whether any substitute is of equivalent or better quality. This decision is final and will not be subject to recourse by any person, firm, or corporation.
2. **DELIVERY** – Requirements of bidding will be **GUARANTEED DELIVERY** between March 22, 2018 and April 13, 2018, but **no later than April 13, 2018**, excluding bulk fertilizers unless otherwise stated. Vendors **must notify** the Winnebago County Forest Preserve **48 hours in advance of delivery** to the contact person specified per location. Delivery will be to four (4) various Winnebago County Forest Preserve facilities F.O.B., with signed packing slips. All invoices are to be mailed to the Winnebago County Forest Preserve District, 5500 Northrock Drive, Rockford, Illinois 61103-1283.

Deliveries are accepted **between** 7:00 a.m. and 2:00 p.m. for Winnebago County Forest Preserve.

**Freight companies must give our golf course superintendents 48-hour notice!** Freight companies must deliver to each golf **course**: Vendor must convey very specific delivery information to the freight company to comply with this request. Our golf course superintendents need 48 hour notice in order to be able to handle the delivery.

**LATE DELIVERIES WILL NOT BE ACCEPTED**  
**Order subject to cancellation or penalty if not delivered on time.**

3. **ADDITIONAL PRODUCTS** – Additional products may be added to this contract throughout the contract period. Prices will hold **firm** for the term of this contract.
4. **F.O.B.** – Delivery to be F.O.B. to the following locations, within 48 hour notice:

**Winnebago County Forest Preserve:**

Atwood Homestead  
8990 Old River Road  
Rockford, Illinois 61103  
Phone/Fax: 815-623-2213  
Contact: Mark Freiman  
Cell: 815-289-7969  
email: mfreiman@winnebagoforest.org

Macktown Golf Course  
2221 Freeport Road  
Rockton, Illinois 61072  
Phone/Fax: 815-624-2170  
Contact: Mark Freiman/Tyler Knapp  
Cell: 815-289-7969 / 815-389-0229  
email: mfreiman@winnebagoforest.org  
email: tknapp@Wwinnebagoforest.org

**Winnebago County Forest Preserve:**

Ledges Golf Course  
12405 North Gate Court  
Roscoe, Illinois 61073  
Phone: 815-389-1258  
Fax: 815-389-0229  
Contact: Tyler Knapp  
Cell: 815-389-0229  
email: tknapp@winnebagoforest.org

Headquarters Shop – Natural Resource  
5500 Northrock Drive  
Rockford, Illinois 61103  
Phone: 815-516-2671  
Additional Contact for Forest Preserve  
Mike Groves: Cell - 815-988-3918  
email: mgroves@winnebagoforest.org

III

**INFORMATION SHEET (CONTINUED)**

5. **BIDS** – Use Bid Offer Form duly signed in submitting bid. Bidders must bid the unit of measure specified. Bidder will make all necessary conversions to bid unit of measures as requested. Failure to bid the same unit of measure asked for could result in the rejection of that item from your bid. All bid prices will be net, and will be the full delivered cost, including all factors.
6. **QUALITY PERFORMANCE** – The Winnebago County Forest Preserve will reserve the right to award the contract to the bidder whose material will perform the most satisfactory manner, taking into consideration the long-term economic benefit to the Forest Preserve.
7. **INSPECTION** – Samples will be pulled from shipped material. Upon verification of compliance to specifications, payment will be made. If samples prove inconsistent to the outlined specifications, adjustment(s) must be made.
8. **SPECIFICATION SHEETS** – You **MUST** include **specification** sheets for **ALTERNATE** items you are bidding. Failure to do so will disqualify your bid.
9. **SAFETY DATA SHEETS** – Vendors must provide M.S.D.S. for every product they are awarded. MS.D.S. sheets and invoices must accompany each delivery!
10. **SERVICE** – The awarded vendors will provide a sales representative to call on all Forest Preserve facilities included in this bid. Sales representative will call on each facility a minimum of twice during the contracted season and must respond to phone inquiries within 24 hours.
11. **TERM OF CONTRACT** – This contract is for a 12-month period from the date of the purchase order.
12. **INSURANCE** - Vendor shall procure and maintain for the duration of the contract and for as long as the attached requirements say after completion of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Vendor's bid.

The Winnebago County Forest Preserve District must be named as an additional insured and a Certificate of Insurance issued immediately after award.  
Each bidder must have as a minimum the following insurance:

General Liability	\$ 2,000,000
Automobile	\$ 1,000,000
Worker's Compensation	Statutory limits

**IV**

**BID FORM**

**TO:** Winnebago County Forest Preserve District  
 5500 Northrock Drive  
 Rockford, Illinois 61103

**DATE:** \_\_\_\_\_

The undersigned declares he has carefully examined the requirement, information sheet, detailed specifications and bid form. In addition, declares that this bid is made without any connection with any person making another bid, that the bid is in all respects fair and without collusion or fraud, that no member of the Winnebago County Forest Preserve District Board or other officer of the District, or any person in the employ of the County is directly or indirectly interested in this bid, or in any portion of the profits thereof.

ITEM #	2018 FERTILIZERS AND CHEMICALS *Please write in alternative product description below bid item*	Total Quantity	Unit Price	Total
	<b>FERTILIZER</b>			
<b>1</b>	21-0-21 80-100%SRN 200sgn (50lb bag)	<b>180</b>		
	Alternate:			
<b>2</b>	Fertilizer with .38%Barricade (50lb bag)	<b>345</b>		
	Alternate:			
<b>3</b>	Fertilizer with .2%Merit ( 50lb bag)	<b>100</b>		
	Alternate:			
<b>4</b>	Umaxx 47-0-0 200sgn (50lb bag)	<b>10</b>		
	Alternate:			
<b>5</b>	47-0-0 Prilled Urea (50 lb bag)	<b>34</b>		
	Alternate:			
<b>6</b>	Andersons 13-0-26DG Greens Grade(40lb)	<b>24</b>		
	Alternate:			
<b>7</b>	Andersons 7-14-14 ContecDG-Greens Grade (40lb bag)	<b>19</b>		
	Alternate:			
<b>8</b>	25-0-10 100% Poly Coated (120 Day Duration) 200 sgn (50 lb bag)	<b>215</b>		
	Alternate:			
<b>9</b>	9-6-1 Nature Safe Organic (50 lb bag)	<b>30</b>		
	Alternate:			



IV

BID FORM CONTINUED

ITEM #	2018 FERTILIZERS AND CHEMICALS *Please write in alternative product description below bid item*	Total Quantity	Unit Price	Total
	<b>FOLIAR FERTILIZER</b>			
10	Fortify 6-0-0 (2x2.5gal)/case	9		
	Alternate:			
11	Nusion (2x2.5gal)/case	4		
	Alternate:			
12	Harrells 12-0-0 with Umaxx (2x2.5gal)case	3		
	Alternate:			
13	Tylers High K 20-5-30(umaxx)	9		
	Alternate:			
	<b>FUNGICIDE</b>			
14	Azoxystrobin Flo (2x1gal)case	4		
	Alternate:			
15	Iprodione (2x2.5gal)case	16		
	Alternate:			
16	Chlorothalonil Flo (2x2.5gal)case	18		
	Alternate:			
17	Daconil Ultrex (2x2.5gal)case*	2		
	Alternate:			
18	Daconil Action (2x2.5gal)case	1		
	Alternate:			
19	Concert (2x2.5gal)case	2		
	Alternate:			
20	100%K-Phosphite (2x2.5gal)case	22		
	Alternate:			
21	Signature (4x5.5lb)case	5		
	Alternate:			
22	Foursome (1gal)	12		
	Alternate:			
23	Primo Maxx (1gallon jug)	1		
	Alternate:			

IV

BID FORM CONTINUED

ITEM #	2018 FERTILIZERS AND CHEMICALS *Please write in alternative product description below bid item*	Total Quantity	Unit Price	Total
	<b>FUNGICIDE CONTINUED</b>			
24	SubdueMaxx (2.5 gal jug)	5		
	Alternate:			
25	Banol (2x1gal)case	2		
	Alternate:			
26	Interface (2x2.5gal)case	1		
	Alternate:			
27	Stellar (104oz)jug	2		
	Alternate:			
28	Propiconazole Pro (2x2.5gal) case	3		
	Alternate:			
29	Propiconazole 41.8 (4x1gal) case	6		
	Alternate:			
30	Trinity (2.5 gal)	1		
	Alternate:			
31	Proxy (2x2.5gal) case	6		
	Alternate:			
32	Honor (3 Lb)container	3		
	Alternate:			
33	Lexicon (21 oz)bottle	3		
	Alternate:			
34	Velista (22 oz)bottle	22		
	Alternate:			
	<b>WETTING AGENT / MISC. PRODUCTS</b>			
35	Vivax (2x2.5gal)case	4		
	Alternate:			
36	Tricure (2x2.5gal)case	2		
	Alternate:			
37	DeFoamer (12x1 qt) case	4		
	Alternate:			

IV

BID FORM CONTINUED

ITEM #	2018 FERTILIZERS AND CHEMICALS *Please write in alternative product description below bid item*	Total Quantity	Unit Price	Total
	<b>INSECTICIDE</b>			
38	Acelepryn	2		
	Alternate:			
39	Imidacloprid Flo (2x1gal)case	15		
	Alternate:			
	<b>HERBICIDE</b>			
40	Trimec (2x2.5gal)case	4		
	Alternate:			
41	Basal Oil (5 gal buckets)	60		
	Alternate:			
42	Garlon 4A Generic Tahoe	10		
	Alternate:			
43	Confront (1 gal)	3		
	Alternate:			
44	Round-up Pro Maxx (5 gal/cs)	7		
	Alternate:			
45	Crossbow (2x2.5 gal/case)	2		
	Alternate:			
46	Vanguish (case)	1		
	Alternate:			

Received Addendum: \_\_\_\_\_ of \_\_\_\_\_.

IV

**BID FORM (CONTINUED)**

**Company Information:**

Female Business Enterprise (FBE)            Yes\_\_\_\_\_    No\_\_\_\_\_

Small Business Enterprise (SBE)            Yes\_\_\_\_\_    No\_\_\_\_\_

Minority Business Enterprise (MBE)        Yes\_\_\_\_\_    No\_\_\_\_\_

If yes, check the following boxes that apply:

Black/African American\_\_\_\_\_            Hispanic\_\_\_\_\_

Native American or Alaska Native\_\_\_\_\_    Asian American\_\_\_\_\_

Type of Organization:

Individual\_\_\_\_\_    Partnership\_\_\_\_\_    Corporation\_\_\_\_\_    Other\_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

PRINT/TYPE SIGNATURE \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

FEIN NO. \_\_\_\_\_