



Winnebago County, Illinois - Purchasing Department

404 Elm Street Room 202

Rockford, Illinois 61101

Phone: (815) 319-4380

General Email: Purchasing@WinColl.us <http://www.WinColl.us/>

INVITATION FOR BID	18B-2142	BID ISSUE DATE	4/27/18
BID DESCRIPTION	BULK ROCK SALT		
BID OPENING DATE	5/14/18	BID OPENING TIME	11:00 A.M.
SUBMIT ONE (1) ORIGINAL, PLUS ONE (1) COPY		BOND REQUIRED	5% OF TOTAL BID

TO ALL PROSPECTIVE BIDDERS:

You are hereby invited to submit your bid for the Winnebago County Highway Department for Bulk Rock Salt to be furnished and delivered, shipped F.O.B., to the address specified herein. The original bid, 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 Return label filled in and attached on the LOWER left corner.

All bids are subject to staff analysis. Winnebago County reserves the right to accept or reject any and all bids received and waive any and all technicalities. Bids must be delivered to:

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

BID RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC BID OPENING DATE AND TIME SPECIFIED ABOVE. BIDS WILL BE OPENED AND READ ALOUD AT THAT TIME IN THE PROCUREMENT SERVICES DIVISION. LATE BIDS WILL NOT BE CONSIDERED.

Any communication regarding this invitation between the date of issue and date of award is required to go through the Director of Purchasing. FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED.

Sincerely,

Ann Johns
Director of Purchasing

NAME OF BIDDER	
CONTACT PERSON	
TELEPHONE	
EMAIL	

COUNTY OF WINNEBAGO, ILLINOIS

CALL FOR BIDS

PROJECT NAME	BULK ROCK SALT
USER DEPARTMENT	HIGHWAY DEPARTMENT

EVENT	LOCATION	DATE	TIME (CST)
LEGAL ADVERTISEMENT	ROCKFORD REGISTER STAR WEBSITE: HTTP://WINCOIL.US/	4/27/18	N/A
DEADLINE FOR INQUIRIES, EXCEPTIONS AND QUESTIONS	MUST BE SUBMITTED IN WRITING TO: AJOHNS@WINCOIL.US	5/4/18	9:00 A.M.
RESPONSE TO QUESTIONS OR INQUIRIES AND ISSUE OF ANY ADDENDUM	VIA E-MAIL	5/7/18	3:00 P.M.
BID DUE AND PUBLIC OPENING	PURCHASING DEPARTMENT ROOM 202	5/14/18	11:00 A.M.

ALL BIDS MUST BE ENCLOSED IN SEALED ENVELOPES MARKED:

“BULK ROCK SALT”

Information is available from the Purchasing Department, Winnebago County Administration Building, 404 Elm Street, Room 202, Rockford, Illinois 61101. Telephone: (815) 319-4380, Email: AJohns@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 GENERAL CONDITIONS**
- IV SPECIAL CONDITIONS**
- V BID SPECIFICATIONS**
- VI BID FORM**
- VII BUSINESS REFERENCES**
- VIII BIDDER’S SUBCONTRACTORS**
- IX RETURN BID LABEL**

REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

SUBMISSION OF BIDS

The Bidder, by its officers, agents or representatives (hereafter referred to as the Bidder), shall be responsible for delivery of bids to the Purchasing Department before the date and hour set for the opening of bids. *Late bids will not be considered and will be returned unopened.*

All bids must be received in a sealed envelope that has your name and address in the UPPER left corner and the attached Return label filled in and attached on the LOWER left corner.

Bids mailed "EXPRESS MAIL" must have bid number and due date on the outside of the EXPRESS MAIL envelope. You must allow sufficient time for processing through the County's internal mailroom system.

PREPARATION OF BID

The Bidder must submit a bid on the forms furnished by the Winnebago County Purchasing Department. All blank spaces on the bid form must be filled in. Use "N/A" or "None" where applicable.

Where unit prices are to be bid, and/or where bids are to be made on more than one item, the Bidder shall extend the unit price(s) bid in the places provided on the pricing pages for the approximate quantities, shall compute the total amount of the bid and shall indicate same on the bid pricing page. The Bidder must bid in accordance with the unit(s) of measure called for unless deviation procedure is followed. All extensions and total sums are subject to verification by the County and the correct extensions and sums will be used in the comparison of bids. If a discrepancy exists between the unit prices and totals, the unit prices shall prevail. If a discrepancy exists between the total base bid and the true sum of the individual bid items, the true sum shall prevail.

Where unit prices are requested, the quantities stated are approximate only but will be used to determine bid award. The quantities for all items on which bids are to be received on a unit price basis, will not be used in establishing final payment due the Contractor. Bids will be compared based on number of units stated in the Bid Pricing Section. Contract payment for unit price items will be based on the actual number of units delivered.

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 shall be sealed in an envelope and marked as required in the instructions. The bid is contained in these documents and must remain attached hereto when submitted.

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

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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 Winnebago County Director of Purchasing's sole and final decision whether specifications have been met and will be considered for award.

ELECTRONIC TRANSMITTALS

Facsimile and/or e-mail transmitted bids will not be accepted by Winnebago County. In addition, Winnebago County will not transmit facsimile specifications to the Bidder.

END OF REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

GENERAL CONDITIONS

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 conference, the revisions will be provided only to those Contractors who will have attended the Pre-Bid conference.

In the event that any addenda to this Bid are issued, a public posting a minimum of 7 days will be adhered to, and could result in a revised date for the opening of this bid.

Addendum information is available at the County's website <http://WinColl.us/> We strongly suggest that you check for any addenda a minimum forty-eight hours (48) in advance of the bid deadline.

APPLICABLE CODES AND ORDINANCES

Bidder hereby certifies that all services and/or materials used or performed conform to all articles and sections of all current applicable National Building Codes, IDOT, Federal, State and other relevant codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

CANCELLATION

The County of Winnebago 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.

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/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation.

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

CHANGES

Winnebago County 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.

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

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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.

COST OF BID

Expenses incurred in the preparation of bids in response to this bid is the bidder's sole responsibility.

DELIVERIES

All Rock Salt deliveries must be shipped F.O.B. to designated locations. Prices offered must be all-inclusive with no additional charges or costs allowed.

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.

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.

INDEMNITY

The Bidder shall, at all times, fully indemnify, hold harmless, and defend Winnebago County 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 Winnebago County 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 Winnebago County'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-BARRED BIDDING

The Bidder certifies, by submission of this bid, 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.

NON-COLLUSION

The Bidder, by its officers, agents or representatives 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 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 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.

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.

PROMPT PAYMENT ACT

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

PROTEST

Firms wishing to protest bids or awards shall notify the Director of Purchasing 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 Director of Purchasing will respond to the protest within 5 calendar days.

RESERVATION OF RIGHTS

The County of Winnebago reserves the right to reject any or all bids failing to meet the County's specifications or requirements and to waive technicalities. If in the County of Winnebago's opinion, the lowest bid is not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County of Winnebago. In determining the lowest responsible Bidder, the County shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

Winnebago County reserves the right to award to more than one vendor, as it deems in the best interest to do so.

The Bidder's failure to meet the mandatory requirements of the Bid 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 Bid.

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

SAFETY DATA SHEETS (SDS) and OSHA SAFETY PLAN

When applicable, Contractors shall furnish Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820 ILCG225/0.1. Safety Data Sheets, upon award of Contract, shall be submitted to the Purchasing Department. When working on County premises, the contractor must provide their OSHA approved Safety Plan in advance.

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. Winnebago County reserves the right to reject any or all subcontractors.

TAXES NOT APPLICABLE

The County of Winnebago 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: E9992-3963-07.

TERMINATION, CANCELLATION AND DAMAGES

The County may terminate based on the Contractor's breach or default. Unless the breach or default creates an emergency, as determined in the County's sole discretion, the Contractor 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 Contractor's breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Contractor with 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 Contractor under this bid or any unrelated contract.

If the Winnebago County fails to appropriate funds to enable continued payment of multi-year contracts the County may cancel, without termination charges provided Contractor received at least thirty (30) days prior written notice of termination.

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

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. The County shall be the sole determiner of the equality of the substitute offered.

WITHDRAWAL OF BIDS

Any bidder may withdraw their bid at any time prior to the time specified in the advertisement as the closing time for the receipt of bids by signing a request therefore. However, no bidder shall withdraw or cancel his 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 GENERAL CONDITIONS

SPECIAL CONDITIONS

QUESTIONS & INQUIRES

Any questions and/or inquires may be directed, no later than the date provided for on page 2 to Ann Johns, Director of Purchasing, 404 Elm Street, Room 202, Rockford, Illinois 61101, by Telephone: (815) 319-4380 or Email: AJohns@WinColl.us.

DELIVERY REQUIREMENTS

All purchases must be delivered as specified.

BID AWARD CRITERIA

This bid will be awarded to the lowest responsive, responsible bidder meeting specifications.

QUANTITIES

Winnebago County reserves the right to increase or decrease the quantities shown herein at any time during the life of the contract to correspond to the actual needs of the County.

INSURANCE REQUIREMENTS

Upon notice of acceptance of bid, the successful bidder shall, within fourteen (14) calendar days of said notice, furnish to the Director of Purchasing a Certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to the County licensed to do business in the State of Illinois. **All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the County.** The Contractor is responsible for all insurance deductibles and Self-Insured Retentions.

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

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

- A) It is the responsibility of Contractor to provide copy of the BID to their carrier.
- B) It may also be required that the Contractor's insurer and coverage be approved by County prior to execution of the Contract.

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c) No work shall be started until receipt of Certificate of Insurance.

The County of Winnebago shall be named as additionally insured on all certificates of insurance. Insurance certificates shall also reference project name and BID NUMBER. Certificates should be sent to:

Winnebago County
Purchasing Department
404 Elm Street, Room 202
Rockford, IL 61101
AJohns@WinCoil.us

The insurance carrier of the insured is required to notify the Winnebago County of termination of any or all of these coverages, prior to the completion of any contract, at least thirty (30) days prior to expiration.

CHANGES IN INSURANCE COVERAGE:

The Contractor will immediately notify the county if any insurance has been cancelled, materially changed, or renewal has been refused and the Contractor 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 the required insurance the County will notify Contractor when they can proceed with the work. Failure to provide and maintain the required insurance coverage(s) and limits could result in immediate cancellation of the contract and the Contractor shall accept and bear all costs that may result due to the Contractors failure to provide and maintain the required insurance.

JOINT PURCHASING OR CONSORTIUM WITH OTHER AGENCIES

Would your firm be willing to extend your bid to other taxing bodies in Winnebago County (and others Counties) such as school districts, townships, cities and villages, etc.? The approximate quantity usage is unknown.

Yes No

State any other requirements that they would have to meet beyond that of the RFP and specification.

Provide details in your IFB response

NOTE: Winnebago County would not be involved in purchasing by any other taxing body other than to receive a copy of their purchase order that would reference the Winnebago County contract number. The invoicing and payments would be entirely between the other taxing bodies and the Vendor/Contractor. If the Winnebago County accepts your RFP, the procedure to handle joint purchases or services would be developed by Winnebago County with the Vendor/ Contractor and distributed to the other taxing bodies by the Winnebago County.

Each local government agency or taxing body will need to credit qualify on a standalone basis.

END OF SPECIAL CONDITIONS

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BID SPECIFICATIONS

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

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

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

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

GUARANTEE:

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

SOLAR SALT WILL NOT BE ACCEPTED:

Bulk rock salt not meeting the standards listed in these Specifications shall be subject to rejection by Winnebago County.

Salt shipments shall be F.O.B., delivered. Deliveries shall be made between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. Arrangements can be made for after hours and weekend deliveries to maintain a prompt order delivery schedule. These arrangements can be made by contacting the Winnebago County Highway Department and/or the other listed agencies.

BID SECURITY/PERFORMANCE BOND:

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

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

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

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

DELIVERY REQUIREMENTS:

Orders are generally expected to be received within three (3) working days from date of order.

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

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

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

The Contractor will have the responsibility to deliver no less or no more than 20 (twenty) tons than the total tonnage requested for each order.

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

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

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

INVOICING:

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. All

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invoices will be paid pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

LIQUIDATED DAMAGES:

From November 1, 2018 through April 30, 2019, if the Contractor is unable to make delivery within seven (7) calendar days, Winnebago County shall have the right to retain \$.20 per ton, per calendar day as liquidated damages on the undelivered portion of the order. An order placed prior to 12:00 noon on any business day (Monday through Friday, except Holidays) would be considered as the first calendar day of the seven (7) day delivery period. For orders placed after 12:00 noon on a given day, the following day would be considered the first calendar day of the seven (7) day delivery period. If after seven (7) days of liquidated damage assessment, the Contractor has still failed to deliver as required, Winnebago County shall reserve the right to take action to remedy the failure of Contractor performance without prior notification of such failure. This may include termination of the order and purchase of salt from other sources, or to take action consistent with public safety as needed to continue business. Any or all additional costs may be collected from the Contractor, in addition to any liquidated damage.

ORDERING:

All individual releases will be placed with the terminal.

The successful qualified bidder shall be able to accept orders as early as October 1, 2018.

All salt will be delivered by June 1, 2019. No further orders will be given after that date unless authorized by the County Authorized Representative or designee.

QUANTITIES:

The quantity shown in this bid is an estimate only. The total quantity shown is to be considered sufficient to service the needs of Winnebago County. We would agree to purchase at least 80% of the quantity shown. If Winnebago County does not utilize or order the 80%, Winnebago County will pay for the 80% and it will be kept at the terminal. This will be handled at no additional charge to the County.

The maximum salt amount to be ordered is 130% of the quantity shown. This shall be provided at the unit prices submitted on this bid.

Winnebago County reserves the right to inspect the Awarded Contractors terminal for product and availability in quantities and condition that have been requested in these Specifications.

Winnebago County Highway	12,500 Tons
City of Loves Park	2,600 Tons
Village of Rockton	1,900 Tons
Roscoe Township	600 Tons
City of South Beloit	1,300 Tons
Harlem Township	500 Tons
Cherry Valley Township	900 Tons
Village of Machesney Park	2,800 Tons
Rockford Township	2,800 Tons
Village of Pecatonica	250 Tons
Village of Roscoe	2,100 Tons

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

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

STOCKING REQUIREMENTS:

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

One hundred thirty percent (130%) of the quantity listed will be required to be in stock at a local terminal by November 1, 2018.

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

ADDITIONAL REQUIREMENTS:

The Contractor shall also provide a unit cost per ton for rock salt greater than 130% up to and not to exceed 150% of the contract amount.

END OF BID SPECIFICATIONS

WINNEBAGO COUNTY ILLINOIS

BID FORM

BID # 18B-2142

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Vendor			
Contact Person			
Business Address			
City, State, Zip Code			
Telephone		FEIN No.	
Email			

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 that he is:

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

Further, as Contractor, 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 has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Director of Purchasing, 404 Elm Street, Rockford, Illinois 61103 and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda

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

Further, the Contractor proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the

WINNEBAGO COUNTY ILLINOIS

materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

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. Further, the undersigned certifies that the Bidder is not barred from bidding on this contract because of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, bid rigging or bid-rotating.

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 has provided equipment, supplies or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option. Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule.

Signature of Bidder authorizes the County of Winnebago to verify business references.

BID AWARD CRITERIA:

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

PRICE:

BULK ROCK SALT

UNIT PRICE PER TON: \$ _____

QUANTITY OF 30,950 TONS

EXTENDED PRICE: \$ _____

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

\$ _____ PER TON

SIGNATURE _____

Name and Title of Signer _____

Dated this _____ day of _____ 20 _____

END OF BID FORM

WINNEBAGO COUNTY, ILLINOIS

BUSINESS REFERENCES

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	
CONTACT PERSON	
ADDRESS	
CITY, STATE, ZIPCODE	
TELEPHONE	
EMAIL	

NAME	
CONTACT PERSON	
ADDRESS	
CITY, STATE, ZIPCODE	
TELEPHONE	
EMAIL	

NAME	
CONTACT PERSON	
ADDRESS	
CITY, STATE, ZIPCODE	
TELEPHONE	
EMAIL	

NUMBER OF YEARS IN BUSINESS	
CURRENT NUMBER OF PERSONNEL ON STAFF	

END OF BUSINESS REFERENCES

WINNEBAGO COUNTY, ILLINOIS

BIDDER'S SUBCONTRACTORS

NAME OF BIDDER	
CONTACT PERSON	

SUBCONTRACTORS:

Will you employ subcontractors? Yes No

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

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

The Contractor will not change or use subcontractors not identified in this bid without prior written approval from Winnebago County.

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 Winnebago County.

END OF BIDDER'S SUBCONTRACTORS

WINNEBAGO COUNTY, ILLINOIS

RETURN BID LABEL

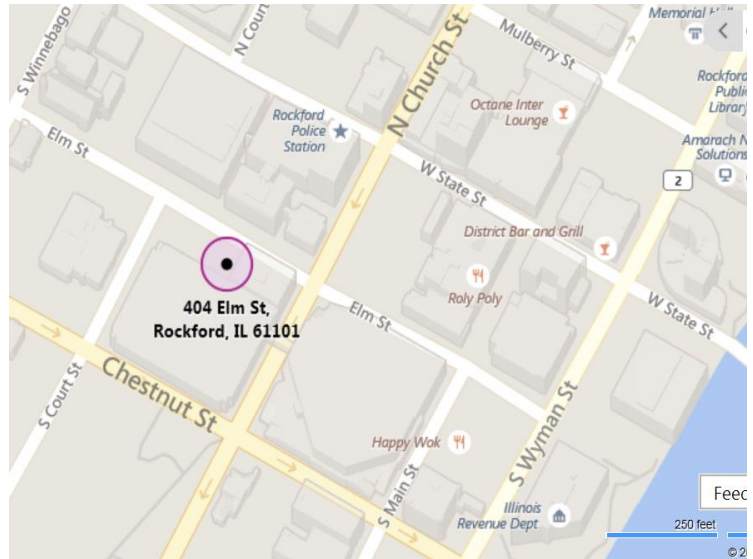


The County of Winnebago, Illinois will receive sealed Bids at:

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

All Bids must be enclosed in sealed envelopes marked:

**“BULK ROCK SALT”
5/14/18- 11:00 A.M.**



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



BID# 18B - 2142	WINNEBAGO COUNTY PURCHASING DEPARTMENT 404 ELM STREET, ROOM 202 ROCKFORD, ILLINOIS 61101
PURCHASING DIRECTOR: ANN JOHNS	
BID NAME: BULK ROCK SALT	
BID DUE DATE/TIME: 5/14/18-11:00 A.M.	