

SECTION 2 – 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 of Bid 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. Submitting a Bid is solely and strictly the responsibility of the Bidder. The County is not responsible for delays caused by any mail, package or courier service, including the U.S. Mail, or caused by any other occurrence. Any proposal received after the due date and time stated in the solicitation timetable will not be opened and will not be considered.

The Bid must be signed by an authorized officer of the company who is legally authorized to enter into a contractual relationship in the name of the company. The submittal of a Bid will be considered by the County as an offer by the company to perform the required services and/or provide the required goods at the price stated by the company.

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

Any deviation from the standard terms and conditions or specifications, must be explained in detail on sheets attached to the response and labeled "Clarifications and Exceptions", and each deviation must be itemized by number and must specifically refer to the applicable specification paragraph and page.

Otherwise, it will be considered that items offered are in strict compliance with these standard terms and conditions and specifications and the successful Bidder will be held responsible for meeting the specifications. If Bidder wishes its "Standard Terms and Conditions" to be considered as part of its response, such terms and conditions must be made part of the "Clarifications and Exceptions".

The County reserve the following rights: to waive clarifications and exceptions in awarding the IFB in the best interest of the County; to accept or reject any or all bids; to waive any or all irregularities; and to award the contract to the most responsive, responsible Bidder whose response is determined by the County to be in its best interest. Bidders are cautioned to avoid making deviations and exceptions to the standard terms and conditions or specifications, which may result in rejection of their Bid. If deviations, exceptions or alternates are submitted, it is the County of Winnebago Director of Purchasing's sole and final decision whether specifications have been met and will be considered for award.

NOTE: Bidders are strongly encouraged to submit any deviations or exceptions to the County before the question submittal deadline, so that based upon the County's response in an addendum, the Bidder can determine if it is in their best interest to submit a response.

END OF SECTION 2 - INSTRUCTIONS TO BIDDERS

SECTION 3 – 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.

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 www.wincoil.gov We strongly suggest that you check for any addenda a minimum of forty-eight hours (48) in advance of the Bid deadline.

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.

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 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 County's 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 the 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 business in the State of Illinois, and must be able to produce a Certificate of Good Standing with the State of Illinois upon request.

DISPUTES

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

FREEDOM OF INFORMATION (FOIA)

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.

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.

COOPERATION WITH FOIA COMPLIANCE

Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a Subcontractor. Contractor and all of its Subcontractors shall cooperate with the County in its efforts to comply with the Freedom of Information Act. (5 ILCS 140/1 et. seq.)

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 paid or is to pay to such Bidder or public officer any sum of money or, anything of value. The Bidder, by its officers, agents or representative present at the time of filing this Bid, further say that neither they nor any of them have directly or indirectly entered into any arrangement or agreement with any other Bidder or Bidders whereby, inducement of any form or character other than that which appears upon the face of the Bid was or 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.

INDEMNITY AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Bidder shall indemnify, keep and save harmless the County and its Board members, elected officials, agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Bidder, its employees, or its Subcontractors, and the Bidder shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the County in any such action, the Bidder shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Bidder to indemnify the County for its own negligence. The Bidder shall indemnify, keep and save harmless the County only where a loss was caused by the negligent, willful or reckless acts or omissions of the Bidder, its employees, or its Subcontractors.

GOVERNING LAW

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

PROMPT PAYMENT ACT

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

PROTEST

Firms wishing to protest Bids or awards shall notify the Director of Purchasing in writing within five (5) days after the IFB due date/time. 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 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'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 and 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.

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 Bidder 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.

TAXES, CHARGES AND FEES

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. County Tax Exempt is: E9992-3963-07. The Contractor is liable for any applicable taxes which are not included in the stated Bid price(s).

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.

The County of Winnebago 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.

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 of Winnebago.

*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 3 - GENERAL CONDITIONS

SECTION 4 – INSURANCE REQUIREMENTS

INQUIRIES & QUESTIONS

Any questions and/or inquiries may be directed, no later than the date provided for on page 2, or the latest addendum. The individual listed below shall be the single point of contact for this solicitation. Unless otherwise directed, do not discuss this solicitation, directly or indirectly, with any County employee other than the Solicitation Contact. Suspected errors in the solicitation should be immediately reported to the Solicitation Contact. The County shall not be held responsible for information provided by any person other than the Solicitation Contact. Only information provided in writing shall be binding on the County.

Solicitation Contact: Deanna Severson, Buyer

Telephone: 815-319-4380

Email: purchasing@purchasing.wincoil.gov

BID AWARD CRITERIA

This bid will be awarded to the lowest responsive, responsible Bidder(s) meeting specifications.

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
	Workers Compensation	Statutory
	Employers Liability	
	A. Each Accident	\$1,000,000
	B. Each Employee-disease	\$1,000,000
	C. Policy Aggregate-disease	\$1,000,000
	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

At all times during the term of the contract, the Contractor(s) shall maintain, at their sole expense, insurance coverage for the Contractor(s), their employees, officers, 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 the County prior to execution of the Contract Agreement.
- C. No work shall be started until receipt of Certificate of Insurance.

The County of Winnebago shall be **named as additional 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

purchasing@purchasing.wincoil.gov

END OF SECTION 4 – INSURANCE REQUIREMENTS

SECTION 5 - SPECIFICATIONS

The Winnebago County Sheriffs Office, Bomb Squad, is seeking a portable x-ray system. The system must be wireless, compatible with XTK, and able to endure Midwest winter weather. Specifications were designed through the review of multiple products available. No brand or provider is intentionally being called out or required. Please Bid to satisfy the minimum needs, as follows:

Technology – Blue tooth compatible, cyber secure, wireless

Detector Weight – No preference

Type of Case – Pelican hard case

Overall Size – No preference

Battery Life – minimum 6 hours

Dimensions – 14 X 17

Display(s) – minimum 10-inch display screen

Image Panel Size – 14 X 17

Pixel Size – 140 ums

Panel Bit – minimum 16 bit

Communications Interface - wireless

Communications Range – minimum 100 meters

Operating Temp – minimum -21 degrees

Software Features – touchscreen software, compatible with XTK

Accessories – Tripods for holding up panels, extension cables, 3D imaging with measuring,

Connector – MIL – STD connectors

Warranty on Unit – Standard warranty or 5-year warranty

Warranty on Battery – 1 year warranty minimum

END OF SECTION 5 - BID SPECIFICATIONS

**SECTION 6 - BID FORM
REQUEST FOR BID # 24B-2326**

Name of Proposer			
Contact Person			
Address			
City, State, ZIP			
Telephone		FEIN No.	
Email(s)			

TO: Winnebago County Purchasing Department

The undersigned, being duly sworn, certifies they are an:

- OWNER/SOLE PROPRIETOR
 MEMBER OF PARTNERSHIP
 AN OFFICER OF CORPORATION
 MEMBER OF JOINT VENTURE

Further, as the Proposer, declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal 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.

(Proposer, must list below any and all Addenda or your offer will be rejected, as non-responsive)

No(s): and and issued thereto;

Further, the undersigned certifies and warrants that he/she is duly authorized to execute this certification/affidavit on behalf of the Proposer 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 Proposer and is true and accurate. The Affiant deposes and says that he/she has examined and carefully prepared this Proposal and has checked the same in detail before submitting this Proposal, and that the statements contained herein are true and correct.

Further, the Proposer 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 Proposer, 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.

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.

SIGNATURE

By signing and submitting these Bid documents, the undersigned certifies that they are legally

authorized to represent and bind Bidder to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the County Purchasing Department website <https://wincoil.us/departments/purchasing/open-bidsproposalsBids/> for addenda and has incorporated all such addenda to its Bid, that Bidder is qualified and willing to provide the items requested, and that Bidder will comply with all requirements of the solicitation.

Bidder's submission of a signed **Bid Form** agreement shall constitute a firm offer and upon the issuance of an Agreement issued by the County Director of Purchasing or authorized designee will form a binding agreement that will require Bidder to provide the services described in this solicitation.

Further, the Contractor undersigned on behalf of the Bidder 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 materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Finally, the undersigned on behalf of the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that Bidder will take in full payment therefore the sums set forth in the bidding schedule.

PURCHASE PRICE: \$ _____

ESTIMATED SHIPPING: \$ _____

DETAIL THE WARRANTY:

OPTIONS AVAILABLE:

OPTIONS PRICE: \$ _____

BID SIGNATURE

SIGNATURE _____

Name and Title of Signer

Dated this _____ **day of** _____ **2024**

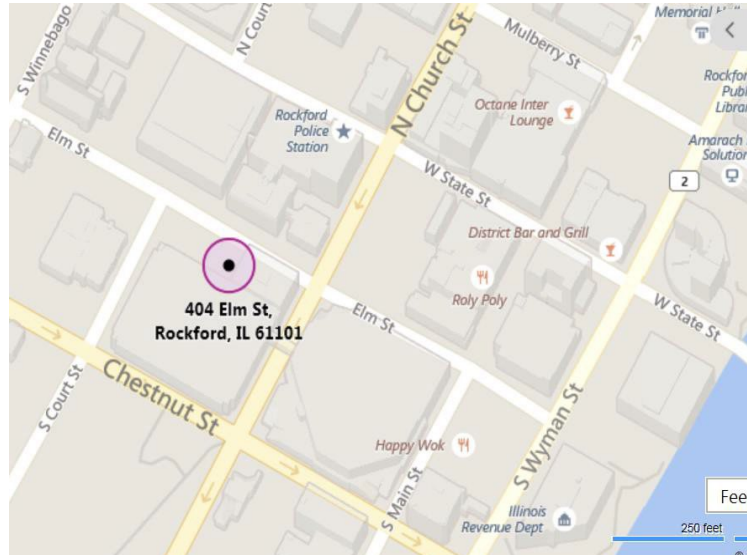
END OF SECTION 6 - BID FORM

SECTION 8 - RETURN OF BID LABEL

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

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

All Bids must be enclosed in sealed envelopes marked:



“BOMB SQUAD X-RAY EQUIPMENT FOR SHERIFF’S OFFICE”

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



BID # 24B-2326	WINNEBAGO COUNTY PURCHASING DEPARTMENT 404 ELM STREET, ROOM 202 ROCKFORD, IL 61101
PURCHASING DEPARTMENT	
BID NAME: BOMB SQUAD X-RAY EQUIPMENT FOR SHERIFF’S OFFICE	
BID DUE DATE/TIME: February 21, 2024 by 11:30 AM	

END OF SECTION 8- RETURN OF BID LABEL