



## COUNTY OF GRUNDY, ILLINOIS

### Invitation to Bid

FOR

### Sheriff Office Window and Door Replacement Project Grundy County Sheriff's Department

ITB – 002-2023

\*\*\* OFFICIAL BID DOCUMENT \*\*\*

Official BID documents are available at the office of the Grundy County Purchasing Manager, 1320 Union Street, Morris, IL 60450, by emailing [amacdonald@grundycountyil.gov](mailto:amacdonald@grundycountyil.gov), or on [www.demandstar.com](http://www.demandstar.com); please respond with "Sherriff Office Project" in the subject line. Documents are available for inspection online at [www.grundyco.org/bids-and-rfp/](http://www.grundyco.org/bids-and-rfp/); or <https://www.demandstar.com/app/agencies/illinois/grundy-county/procurement-opportunities/2b835615-17db-4083-9c3b-3ec9855a7e3b/>. The respondent remains responsible for obtaining all addenda, which will be posted on the same website.

#### Project Contacts

Alec Macdonald  
Purchasing Manager

Art Ashcraft  
Maintenance Director

Table of Contents

I.	ADVERTISEMENT	2
II.	OVERVIEW 3 -	4
III.	STATEMENT of WORK 4 -	5
IV.	TERMS and CONDITIONS 6 -	12
V.	INSTRUCTIONS for PREPARING PROPOSAL 12 -	13
VI.	PROPOSAL REQUIREMENTS 13 -	15
VII.	EVALUATION	15
VIII.	ATTACHMENTS 15 -	21

## I. Advertisement

### Invitation to Bid

#### Grundy County Sheriff Office Window and Door Replacement Project

Sealed bids will be received for the replacement of eleven (11) windows, and option to replace up to three (3) Doors for the Grundy County Sheriff's Office. Sealed envelope must be clearly marked on the exterior "Sheriff Office Project" and contain three (3) copies of the complete proposal with one (1) original packet with original signature. No responsibility or liability will be attached to any County official, employee or agent for the premature opening or failure to open any proposal not marked according to this instruction.

All work includes a BASE BID plus pricing for all optional work that the County of Grundy may require the Contractor to perform during the contract period.

Sealed proposals will be accepted until 3:00 pm, July 21<sup>st</sup>, 2023 at the office of the Grundy County Purchasing Manager ATTN: Alec Macdonald, 1320 Union St., Morris, IL 60450. At that time, sealed proposals will be publicly opened and read aloud. Fax and electronic submissions will not be accepted.

Grundy County is seeking qualified contractors to replace eleven (11) windows at the Sheriff Office located at 111 E. Washington St. Morris IL. Along with the replacement of windows, the county seeks the option on replacement of up to three (3) outside doors including frames. This Invitation to Bid (ITB) is being issued under the authority of the Grundy County Board. The Grundy County Health Department, along with the Grundy County Finance Director will oversee all aspects of the selection process, subject to review and approval of the Grundy County Board.

Proposal documents are available at the Office of the Grundy Purchasing Manager, 1320 Union St., Morris, IL 60450, and for inspection online at [www.grundycountyil.gov/proposals-and-rfp](http://www.grundycountyil.gov/proposals-and-rfp) or online at [www.demandstar.com/app/agencies/illinois/grundy-county/procurement-opportunities](http://www.demandstar.com/app/agencies/illinois/grundy-county/procurement-opportunities). The proposer remains responsible for obtaining all addenda, which will be posted at the same website.

A proposal bond for 5% of the total proposal will be required. Proposals may not be withdrawn or revoked for a period of 90 days after submission.

The County of Grundy reserves the right to reject any and all proposals and to waive technical errors or informalities in bids.

Chris Balkema

County Board Chairman

## II. OVERVIEW

### A. General Information

Grundy County is requesting proposals from qualified contractors on the removal and replacement of all corresponding windows and doors as located at Grundy County Sheriff's Office. All work shall be consistent with all regulations as outlined through all local building codes. The Contractor shall be responsible for all work that will arise from outlined removal, ensuring that all aspects will be addressed throughout the removal and installation returning facility back to, at minimum, the original condition before commencement of project.

### B. Background

The Grundy County Sheriff's Office was designed and built in 1996, the building consists of approximately 6,900 sq. ft. It is located in downtown Morris just south of the Courthouse and Jail annexes. The building consists of a one-story frame structure with basement. The suspended floor is precast concrete and veneer of brick.

### C. GENERAL REQUIREMENT

This is a request for sealed bids. Bids will be opened and evaluated in private, and any bid information will be kept confidential until an award is made. **One (1) original and three (3) copies of the complete proposal are to be submitted.**

### D. Contact

The "Technical" and "Procurement Procedures" contact for this project is Alec Macdonald, the Grundy County Purchasing Manager. Any inquiries that prospective firms may have regarding this RFP should be directed to the Grundy County Finance Department in writing via e-mail at [amacdonald@grundycountyil.gov](mailto:amacdonald@grundycountyil.gov); by no later than 4:00 pm (cst.) on July 5<sup>th</sup>, 2023. All verbal or telephonic questions will NOT be accepted, and any verbal instructions are non-binding to the County of Grundy. Relevant questions must contain a subject line "Grundy County Courthouse Asbestos Removal". Answers to all questions will be collated and issued as an Addendum posted at [www.grundycountyil.gov](http://www.grundycountyil.gov). The last day for addenda to be posted is 4:00 pm July 7<sup>th</sup>, 2023.

### E. Pre-Bid Conference

Respondents should complete a personal examination of the proposed worksite for consideration on the actual conditions and requirements needed to complete the total scope of this project. A pre-bid meeting will be held on June 30<sup>th</sup>, 2023 at 10:00 am (cst.) at the Grundy County Courthouse. Respondents should contact Alec Macdonald at (815) 941-3120 [amacdonald@grundycountyil.gov](mailto:amacdonald@grundycountyil.gov) to confirm attendance at the pre-bid meeting by June 29<sup>th</sup>, 2023 at 4:00 pm. It is the responsibility of the respondents upon visitation of site to conduct a thorough, alert, and visual examination of the site and adjacent areas; to become familiar and satisfied at to the general, local, and site conditions that may affect cost, progress, and performance of the overall project. Respondents shall not at any time after submission of the proposal, dispute or assert that there was any misunderstanding with regard to the nature of any work to be completed.

### F. PRE-BID CONFERENCE LOCATION

Grundy County Sheriff Office  
111 E. Illinois Ave.  
Morris IL, 60450

**G. BID SUBMISSION LOCATION:**

**Mailing Address:**  
**Grundy County Purchasing Manager**  
**1320 Union St. Morris, IL. 60450**  
**ATTN: "Alec Macdonald – Sheriff's Office Project"**

**H. BID SUBMISSION DATE AND TIME:**

**3:00 pm., (CST) July 21<sup>st</sup>, 2023**

Bids received after the submittal time will be rejected and returned unopened to the sender. (See below for schedule of events).

**Commented [AM1]:** Changed from 1:00 pm to 3:00 pm

**I. SCHEDULE OF EVENTS**

- June 14<sup>th</sup>, 2023----- BID advertised and distributed.
- June 29<sup>th</sup>, 2023----- Pre-BID Confirmation Deadline 4:00 pm (cst.)
- June 30<sup>th</sup>, 2023----- Pre-Bid Conference held at Grundy County Sheriff's Office at 10:00 am (cst.)
- July 5<sup>th</sup>, 2023----- Cutoff for Question/Addenda; all questions due no later than 4:00pm
- July 7<sup>th</sup>, 2023----- Response to questions released and posted by 4:00pm
- July 21<sup>st</sup>, 2023----- RFP Public Bid Opening 3:00pm (cst.), proposals due no later than 3:00pm (cst.)
- July 21<sup>st</sup>, 2023 – August 3<sup>rd</sup>, 2023 ----- Evaluation
- August 3<sup>rd</sup>, 2023 ----- Recommended to Law & Justice Committee
- August 8<sup>th</sup>, 2023 ----- County Board Approval
- August 9<sup>th</sup>, 2023 ----- Notice to Proceed

**III. STATEMENT of WORK**

**A. Scope**

The County of Grundy seeking to acquire a contractor to completely remove and replace all main level windows surrounding the Sheriff Office. All work shall consist, but not limited to: project design and scheduling, window removal, window replacement, re-finishing of any damaged areas, replacement of insulation, and safe occupancy closeout of project.  
The County shall like the option of replacement of up to three (3) exit doors on the main level of building. For safety purposes the county would like to install steel doors with a window as to ensure view of in and out foot traffic. The doors shall be reframed as needed upon installation, also the window shall be able to be viewed outwards but not inwards.

**a. Location of Work**

**Grundy County Sheriff's Office**  
**111 E. Illinois Ave.**  
**Morris IL, 60450**

- i. Main floor Windows
  - o Eleven (11) windows on North, South, East, and West side of building.
- ii. Main Floor Exit Door(s):
  - o Two (2) doors on south side of building.
  - o One (1) door on east side of building.

**b. Specifications and Requirements**

Majority of windows are double hung installed on masonry block.

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- ii. Building will be fully occupied, so work will commence in finished occupied spaces.
- iii. There is minor landscaping in front of windows which must be accommodated for.
- iv. Window color shall match, as closely as possible, to the existing window. However, the County shall like installed vented windows with charcoal screens as to allow for air flow.
- v. All sealants must match the new window.
- vi. Contractor to provide all labor, materials, and equipment to complete the entire project from project design through safe environment closeout. Contractor shall insure that every worker is thoroughly familiar with the standard operating procedure of the contractor for window and door replacement work, including all applicable laws designated from OSHA, Illinois EPA, IDPH, US EPA, and all local regulation and requirements.
- vii. Contractor is responsible for all damages to existing features and shall be repaired in-kind by the contractor at the contractor's cost.
- viii. Contractor will furnish the County of Grundy with a beginning date and ending date for the complete project.
- ix. Contractor will be responsible for jobsite cleanup and removal of all debris created as a result of the project, to an acceptable disposal site. The disposal ticket shall be retained and forwarded to the County of Grundy to be retained in the contract file.
- x. Contractor is responsible for acquirement all required permits and providing the County of Grundy with the final signed permits.
- xi. If the respondents submitting a proposal must sub-contract any of the work to meet requirements herein, it must be clearly stated in the proposal. Additionally, all costs included in proposals must be all-inclusive to include any sub-contacting work. Any proposal which requires sub-contracting will include company description, name, and work to be completed.
- xii. All costs must be itemized to include explanation of all fees and costs.
- xiii. Coordination
  - 1. General contractor shall coordinate schedule of all subcontractors.
  - 2. Contractor shall work with both Purchasing Manager and Maintenance Director as to assure proper scheduling of work.
- xiv. Temporary Facilities
  - 1. Existing building power and water available for use by contractors
  - 2. All trades shall protect existing interior and exterior construction and finishes adjacent to new/ modified work. The contractor shall correct/ repair any damage.
- xv. Security – Security of the owners building and site shall not be compromised by scope of work within this contract and/ or the actions of the contractor and/ or the actions of any subcontractor. The contractor shall erect and maintain all temporary barriers and enclosures required to maintain the security of the owner's building and site.
- xvi. Closeout
  - 1. Contractor is responsible for final cleaning including removal of all construction related debris and dust. Any and all new glass shall be cleaned on each exposed surface.
  - 2. Submittal of contractor letters of warranty for labor and manufacturer warranties for materials and/or products.
- xvii. Warranties
  - 1. The contractor shall provide the owner with written guarantee stating that all items provided by and all work performed by the contractor and its suppliers and subcontractors shall remain free from defects in material and workmanship for a minimum period of one (1) year ( longer if so stated elsewhere) form date of issuance of final written acceptance of the job, and that all damage resulting from failure to provided above stated performance shall be required to the satisfaction of the owner. Contractor shall pay for all incurred in this procedure.

## IV. GENERAL TERMS and CONDITIONS

### ON-LINE PROVIDER DISCLAIMER

[www.DemandStar.com](http://www.DemandStar.com) has no affiliation with the County of Grundy other than as a service that facilitates communication between the County and its vendors. [www.DemandStar.com](http://www.DemandStar.com) is an independent entity and is not an agent or representative of the County. Communications to [www.DemandStar.com](http://www.DemandStar.com) do not constitute communications to the County.

### ON-LINE NOTIFICATION of SOLICITATIONS

The County of Grundy is utilizing Demandstar.com ([www.demandstar.com](http://www.demandstar.com)) for on-line notification purposes only for sealed bids when it is anticipated that the amount of the resulting contract will be in excess of its formal bid limit of \$20,00.00; such as this requirement. Interested bidder are required to submit a sealed bid to the office of County of Grundy Purchasing Manager located at 1320 Union St. Morris, IL 60450; by the date and time indicated within the schedule of events, and detailed in this request. All respective bidders shall conform to all proposal requirements as stated within this request. This is not an e-bidding request.

### ELECTRONIC TRANSMITTALS

Facsimile and/or e-mail transmitted bids **WILL NOT** be accepted by the County of Grundy. In addition, the County of Grundy will not transmit facsimile bid specifications to the Bidder.

### APPLICABLE CODES AND ORDINANCES:

Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

### ALTERNATE/EQUAL BIDS:

The specifications cannot cover precisely, all minute details required. Bidders are encouraged to submit cost-saving/value-added alternate bid pricing suggestions. Any alternate pricing should be noted as a separate line that may be subtracted from the bid pricing as specified, allowing for clear evaluation and value-analysis by the County. The County recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the County. Alternates will be compared to the lowest responsive, responsible bid as specified.

### ASSUMPTION OF RISK

Until the completion and final acceptance by County of all the work under or implied by this Contract, the work shall be under the Contractor's care and charge, and he shall be responsible, therefore. Contractor shall rebuild, replace, repair, restore and make good all injuries, damages, re-erection, and repairs rendered necessary by causes, of any nature, to all or any portion of the work.

### COMPETITION INTENDED:

It is the County's intent that this request for proposal permits competition. It shall be the bidder's responsibility to advise the Buyer in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Buyer no later than seven (7) days prior to the date set for bids to close.

### DEVIATIONS:

The County of Grundy reserves the right to approve any material the Bidder proposes to furnish which contains deviations from specification requirements, but which may substantially comply. If there is any deviation in the pack, source, quality, etc., of an item bid, from that prescribed in the specifications, Bidder must rule out the appropriate line in the specifications and clearly indicate the correction. Prices will be converted by the County to accommodate accepted deviations.

**RFP REQUIREMENTS**

All RFP's must be submitted on the blank RFP form furnishes with these contract documents and shall conform to the terms and conditions set forth in this RFP. Please make and retain a copy of your response for your own records. The RFP must be enclosed in a sealed envelope bearing the RFP title. Offerors must sign, in ink the original document. Unsigned RFP's can be disqualified.

**EXCEPTIONS**

Exceptions will be considered up to the deadline listed in schedule of events. Exceptions must be fully described, on the Bidder's letterhead and signed; exceptions must reference the bid number and the specification, contract term or other portion of the Invitation to Bid which is being excepted. If the Bidder wishes to propose terms and conditions or alternative paperwork it must do so as an exception. In the absence of such statement, the bid shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; by its submission, the Bidder agrees that if selected, it will be bound by same. No exceptions or changes to contract terms will be accepted with the bid.

**EXAMINATION BY BIDDER:**

The Bidder shall, before submitting his bid, carefully examine the bid and specifications. If his bid is accepted, he will be responsible for all errors in his bid resulting from his failure or neglect to comply with these instructions. Unless otherwise provided in the SPECIAL CONDITIONS, when the specifications include information pertaining to preliminary investigations made by the County, such information represents only the opinion of the County of Grundy as to the location, character or quantity of the materials encountered. That information is only included for the convenience of the Contractor. The County of Grundy does not warrant the accuracy or the sufficiency of the information and assumes no responsibility, therefore.

**INTERPRETATION of CONTRACT DOCUMENT**

If a potential offeror is uncertain as to the meaning of any part of the specifications or the RFP; the offeror is expected to contact the Grundy County Finance Department up to the deadline listed on the schedule of events page for exceptions to RFP.

**PROPRIETARY INFORMATION**

Under the Illinois Freedom of Information Act, all records in the possession of Grundy County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exemption is "trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The county will assume that all information provided to us in a bid or proposal 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 unredacted copy along with a redacted copy with has all portions redacted that you deem to fall under a Freedom of Information Act exception.

**ADDENDUM and SUPPLEMENT to RFP**

If it becomes necessary or advisable to revise any part of this RFP or if additional data is necessary to enable the exact interpretation of provisions of this RFP, 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. Addendum information is available over the Internet at [www.DemandStar.com](http://www.DemandStar.com). (Adobe Acrobat Reader may be required to view this document); as well as on the bids/rfp section on the Grundy County website [www.grundycountyil.gov](http://www.grundycountyil.gov). We strongly suggest that you check for any addenda a minimum forty-eight hours (48) in advance of the bid deadline.



**CHANGES**

The County of Grundy 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 of Grundy and the successful Contractor.

Illinois law requires that changes in excess of \$10,000 or extensions greater than thirty (30) days must comply with the Criminal Code. The Grundy County Finance Department shall issue to the successful Contractor 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.

**COMMENCEMENT OF WORK**

The successful Contractor must not commence any billable work prior to the County's execution of the contract or until any required documents have been submitted. Work done prior to these circumstances shall be at the Contractor's risk.

**CONFIDENTIAL INFORMATION AND COUNTY PROPERTY**

It is agreed that any and all specifications, drawings, or data furnished by County of Grundy shall (1) remain the County of Grundy's sole and exclusive property; (2) be considered and treated by Contractor as County of Grundy confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.

**CONTRACT NEGOTIATION**

All Bids must be firm for at least (120) calendar days from the due date of the Bid. If, for any reason, a contract is not executed with the selected Bidder within (14) 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 have been fulfilled.

**OFFEROR PERFORMANCE**

The instructions to offerors, RFP form, general conditions, special conditions, contract specification, and attachments; together with the approved purchase order shall be incorporated in and become terms of the contract. All items shall be supplied in strict accordance with the specifications. The offeror's performance under the terms of the contract shall be to the satisfaction of the County of Grundy. Failure to comply with any statutory requirements shall be deemed a breach of performance.

**COMMUNICATIONS**

In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this solicitation, until a contract has been awarded, all requests for clarification or additional information regarding this solicitation or contact with the County personnel concerning this solicitation or the evaluation process must be solely to the contact person listed on the cover page of this solicitation.

No contact regarding this document with other County employees or officers is permitted unless expressly authorized by the Buyer issuing the solicitation. A violation of this provision is cause for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

**DRUG FREE WORKPLACE**

The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.

**DISCIPLINE**

Nothing herein shall be construed to imply that the County of Grundy is retaining control over the operative details of the Contractor's work or the subcontractor's employee's work. The Contractor is assuming all oversight, and the Contractor is ensuring compliance with safety guidelines.

**FORCE MAJEURE**

The County of Grundy shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented, i.e., droughts, floods, severe weather phenomena, et cetera.

**INDEMNITY**

The Contractor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its 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 Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, 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 Contractor’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, its 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 Contractor shall likewise be liable for the cost, fees and expenses incurred in the County’s or the Contractor’s defense of any such claims, actions, or suits.

The Contractor 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. The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.

**LAW GOVERNING**

The RFP and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.

**MISCELLANEOUS REQUIREMENTS**

The County **WILL NOT** be responsible for any expenses incurred by the Contractor in preparing and submitting a BID. All BIDs shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

**NON-DISCRIMINATING**

The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

**INSURANCE**

The awarded Vendor will maintain such insurance as will protect the Vendor and the County from claims under the Workers' Compensation Acts, and any amendments thereof, and from any other claims for damages from personal injury, including death, which may arise from operations under this agreement, whether such operations be by themselves or by any sub-Contractor, or anyone directly or indirectly employed by either of them. Current Certificate of such insurance shall be furnished to Grundy County and shall show all applicable coverage(s). Any subcontractor must adhere to the same requirements listed above and below (with the exception of the pollution liability).

**Other insurance requirements are**

-General Liability (including completed operations) with a \$1,000,000 per occurrence limit and \$2,000,000 general aggregate.

-Commercial Automobile Liability with a limit of no less than \$1,000,000. The coverage will also extend liability to hired and non-owned autos.

-Workers' Compensation with limit of \$1,000,000 for Employers Liability.

-We also require a minimum umbrella (or follow form excess policy covering over general liability, auto liability and workers compensation) of no less than \$2,000,000.

-Pollution liability coverage to for nay cleanup cost and damage to third parties in an amount of no less than \$1,000,000 per occurrence.

Grundy County will require the selected Vendor to name Grundy County as an additional for both the general liability and auto liability. A waiver of subrogation in favor of the County is required for the workers compensation. If the additional insured status or waiver of subrogation is not blanket, please send a copy of the actual endorsements prior to commencement of any work.

Grundy County will require the selected Vendor to name Grundy County as an additional insured and provide a waiver of subrogation prior to making a contract. All insurance must be placed through an insurance carrier licensed to operate in Texas and have an AM Best Rating greater than A-VI.

#### **PAYMENT**

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. The County of Grundy shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. 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.

#### **TRANSFER OF OWNERSHIP OR ASSIGNMENT**

The terms and conditions of this contract shall be binding upon and shall ensure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments, the County of Grundy must be notified and approve same in writing.

#### **PROTEST**

No protest shall be based on a matter or issue which could have been raised as an exception prior to bid opening. Any protest concerning the award of a contract shall be decided by the procurement manager. Protests shall be made in writing to the Grundy County Finance Department and shall be filed within three (3) business days of final approval and acceptance of the bid by the County Board. A protest is considered filed when received by the Grundy County Finance Department. The written protest shall include the name and address of the protestor, the RFP title, a statement of the specific reasons for the protest and supporting exhibits. The Procurement Manager will respond to the written protest within seven (7) days. The Procurement Manager's decision relative to the protest shall be final. Upon receipt of a protest the County may, but is not required to, delay its order under the awarded contract.

#### **RESERVATION OF RIGHTS**

The County of Grundy 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 Grundy'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 Grundy. 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.

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

**TAX**

The County of Grundy does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E99968002. A copy of the exemption letter is available upon written request. Additionally, the Department of Revenue of the State of Illinois under Rule No. 15, issued August 9, 1961, has declared that sales of materials to construction contractors for conversion into real estate for schools, governmental bodies, agencies and instrumentalities are not taxable retail sales.

**TERMINATION, CANCELLATION AND DAMAGES**

The County may terminate based on the Contractor's breach or default. Unless the breach or default creates an emergency situation, 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 County of Grundy 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.

**Choice of Law and Venue**

In the event a dispute arises relative to any matter included in the terms or performance of this agreement, the Parties shall first require their authorized representatives to meet in good faith negotiations to resolve the issues in conflict. If the Parties are unable to settle the existing differences, then any and all court proceedings shall be held in the Circuit Courts of Grundy County in Morris, Illinois and the 13th Illinois Judicial District. In the event Grundy County is a litigant in proceedings relative to this Agreement and prevails, the losing party shall pay all of the attorney's fees and costs incurred by the County.

**INTERPRETATION OF CONTRACT DOCUMENTS**

If a potential Bidder is uncertain as to the meaning of any part of the specifications or this RFP, the bidder is expected to contact the Grundy County Purchasing Manager ([amacdonald@grundycountvil.gov](mailto:amacdonald@grundycountvil.gov)); up to the deadline listed on the schedule of events on page 5.

**DISQUALIFICATION OF RESPONDENTS**

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 either financial, experience, or equipment statements.
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.

**LIENS, CLAIMS, AND ENCUMBRANCES**

Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

**Protest Procedures**

Except as otherwise stated in any subsequent Contract, any dispute concerning a question of fact arising under a contract, which is not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his/her decision to a written response and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, Buyer shall afford the contractor an opportunity to be heard and to offer evidence in support of its appeal. Pending final

contract and in accordance with the Contracting Officers decision. Review of protest is limited to allegations that the Grantee (Buyer) failed to follow the above procedure. This clause does not preclude consideration of law questions in connection with decisions provided for in this clause, provided that nothing in an Agreement or Contract shall be construed as making final decision of any administrative official, representative, or board on a question of law.

**PAYMENT**

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. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. 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.

**STATUS OF INDEPENDENT CONTRACTOR**

Vendor shall be considered an independent contractor, for all purposes. Vendor will not at any time, directly or indirectly, act as an agent, servant, representative or employee of the County. Vendor will not take any action which is intended to create any commitments, duties, liabilities or obligations on behalf of the County, without prior written consent of the County.

**RIGHTS OF THE CONTRACTING AUTHORITY:**

Grundy County reserves the right to withdraw this RFP at any time and for any reason. Grundy County also has the right to terminate its selection process at any time and to reject all responses, or all proposals. Receipt of the proposal materials by Grundy County or submission of a proposal to Grundy County confers no rights upon the vendor nor obligates Grundy County in any manner.

All costs associated with the preparation or submittal of proposals shall be borne by the vendor, and no cost shall be sustained by Grundy County.

## V. INSTURCTIONS for PREPARING PROPOSALS

**A. Proposal Format**

- a. All proposal packets must be of concise organized manner, following the specific outline of the instructions for proposal. The organization of each submittal is of the utmost importance as each packet will be evaluated in respective manner.
- b. Include your company name and or logo as well as "Sheriff Office Project" on the cover of each packet.
- c. All packets shall be of standard size paper 8.5" x 11" paper.
  - i. 11" x 17" foldouts for schedules, organizational charts, building plans may be utilized as well.
- d. Each section shall be separated by divider tabs for easy reference between each section.
  - i. All tabs shall be numbered correlated to each section and / or include section title.
- e. All information shall be typewritten.
- f. Utilize 2 sided pages to the fullest extent.

**B. FORMAT / Deliverables**

- a. Submit three (3) copies and one (1) original containing the inked signature of all relevant principals of potential contract.
  - i. The quantities stipulated above are required as to ensure each member of the evaluation team will have the same information to evaluate.
  - ii. Each of the packets must be fully completed any information that is omitted may be deemed a dis-qualifying event.

- b. Place all packets within a sealed envelope or sealed box specifically marked with “Alec Macdonald - Sheriff Office Project” and “DO NOT OPEN UNTIL BID LETTING” clearly marked on the outside of the sealed envelope or sealed box.
- c. All sealed packets shall be delivered to:

**Grundy County Purchasing Manager**

**1320 Union St. Morris, IL 60450**

**Attn: “Alec Macdonald - Sheriff Office Project”**

- d. All hard copies of each packet should be divided by tabs into a minimum of seven (7) sections with references to each specific section of the corresponding RFP. The sections shall be numbered and named:
  - i. Basic Information
  - ii. Minimum Qualifications
  - iii. Price Proposal
  - iv. Schedule
  - v. Work Plan
  - vi. Safety Program
  - vii. References

## VI. PROPOSAL REQUIREMENTS

### A. Basic Information

Respondents shall include the following information and documentation. All information is recommended but not required; if the information is not applicable to the proposer, it is required from the proposer to answer the pertinent section NOT APPLICABLE with a perceptive statement as to why. Any information not applicable is not a disqualifying event unless stated otherwise, the more detailed content will be to the advantage of the proposer, as well as to give evaluators comprehensive information to assist in awarding a potential contract to the most responsive, responsible, and qualified vendor.

- a. **Letter of Transmittal**  
Brief and concise one-page letter will summarize the proposer’s positive commitment to perform the work in a productive, professional, and efficient manner. It shall state that all information is certified to be true and accurate, any false or misleading information shall be deemed a disqualifying event. The letter must be signed by an official authorized to make commitment on behalf of the organization that shall enter into a contract with Grundy County. The letter must indicate the official’s title and authority.
- b. **Proposer Information (attachment on page 18):**  
Company/ firm name and addresses (street address and/or mailing address if different)
  - i. **Contact Person:** Main contact person who should be contacted regarding your proposal, and whom to notify as to short-listing, oral presentations, and recommendation of award.
  - ii. **State:** Where Incorporated
  - iii. **FEIN:** Provide the Federal Employee Identification Number of proposers.
  - iv. **SSN:** In situations of sole proprietorship or partnership, provide Social Security numbers for all owners/partners only if the FEIN is not provided.
  - v. **Telephone Number:** Direct phone number of the contact person. Include extension number.
  - vi. **Fax Number:** Direct fax number of the contact person.
  - vii. **Type of business:** Identify the type of business entity involved (e.g. corporation, sole proprietorship, partnership, joint venture, etc.....)
- e. **Acknowledgment of Addenda (attachment on page 19):**  
Included in the packet respondent must sign and date the acknowledgement page of the last final addendum issued, if applicable.

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- f. W-9 Form**  
Submit a completed W-9 form, available on internet at [www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf)
  - g. Drug-Free Workplace**  
If applicable, provide a statement concerning the respondents status as a Drug-Free workplace. In accordance with the Illinois State statute 30 ILCS 580. Whenever two or more proposals are deemed equal, the firm completing the attached shall be given preference.
  - h. History of Firm**  
Include in chronological form, a brief history of your firm.
    - i. Date of Incorporation
    - ii. Date when Architect joined/started firm.
    - iii. Date when current partners/officials joined firm.
    - iv. Satellite offices, if applicable, opened
    - v. Completion dates of major projects
    - vi. Any 'firsts' / important events/achievements experienced.
- B. Minimum Qualifications**
- a. Proposer's must fulfill all of the following minimum qualifications per attachment on page 20.
- C. Price Proposal**
- a. Complete the Price Proposal BID sheet on page 21 - 22, for each project outlined. All prices quoted shall remain firm for 120 days from bid letting.
  - b. The scope of work required is stated within the "Sheriff Office Project". It shall be understood that all materials, time, labor, equipment, services required to successfully complete the "Sheriff Office Project" will be directly comprised in the price proposal quote by all interested parties. Any and all changes in price shall be communicated by the proposer and negotiated by the County of Grundy before any excess expenses shall be incurred.
- D. Schedule**
- a. Construct a proposed timeline from contract start date through project closeout. Ensure to include all key steps within project scope to ensure that the project manager will be able to track key milestones throughout project scope.
- E. Work Plan**
- a. The scope of work includes information for services that may be requested throughout the term of the contract in support of minor projects.
  - b. Describe your team's experience and ability with minor projects in responding within a limited time frame, and in a customer service manner to meet project needs.
  - c. Describe how you will accomplish the work plan in an occupied building. Explain necessary precaution based on prior experience.
  - d. Describe your firms experience and the resources you would bring to the table for disaster recovery.
  - e. Describe the extent of services performed in-house and through sub-consultants.
- F. Safety Program**
- a. Providing a safe working environment is at the upmost importance of the County of Grundy; fully describe any safety programs the proposer administers to its employee's.
- G. References**
- a. Provide the following from at least three (3) references.
    - i. Company Name
    - ii. Address
    - iii. Contact Person
    - iv. Email address
    - v. Phone Number
    - vi. Fax Number
    - vii. Scope of project as comparable to this projects scope.

viii. Cost of project

## VII. EVALUATION

Evaluation of proposals will be conducted by members of the Grundy County Finance Department as well as the Grundy Maintenance Department. Each member will include in each consideration the following factors:

- Technical criteria of the submission.
- Pricing
- Scheduling
- Work Plan
- Safety Program
- References

<b>Evaluation Criteria for Request for Proposal</b>	
<u>Criteria</u>	<u>Weight</u>
<b>Price Proposal</b>	
1. Completeness of the cost proposal. The total all-inclusive maximum price is to contain all direct and in-direct costs including all out-of-pocket expenses. Price should contain all pricing information relative to performing the replacement as described in the proposal.	<b>40 pts.</b>
<b>Schedule</b>	
1. Construct a proposed timeline from contract start date through project closeout. Ensure to include all key steps within project scope to ensure that the project manager will be able to track key milestones throughout project scope.	<b>20 pts.</b>
<b>Work Plan</b>	
1. The scope of work includes information for services that may be requested throughout the term of the contract in support of minor projects. 2. Describe your team's experience and ability with minor projects in responding within a limited time frame, and in a customer service manner to meet project needs. 3. Describe how you will accomplish the work plan in an occupied building. Explain necessary precaution based on prior experience. 4. Describe ability to accommodate construction as to ensure occupancy maintains. 5. Describe the extent of services performed in-house and through sub-consultants.	<b>20 pts.</b>
<b>Safety Program</b>	
1.. Providing a safe working environment is at the utmost importance of the County of Grundy; fully describe any safety programs the proposer administers to its employee's	<b>10 pts.</b>
<b>References</b>	
1. Provide at least three (3) references with requirements listed per Page. 15 Sect. G. a.	<b>10 pts.</b>

Commented [AM3]: Replaced with replacement

This RFP does not commit Grundy County to award a contract, to pay costs incurred in the preparation of a proposal in response to this request, to procure, or contract for any services or supplies.

The contract will be awarded based on totality of the factors listed in the proposal. All other technical and quantitative qualifications will be considered in Grundy County's decision to contract with any potential vendor.

Grundy County reserves the right to reject all proposals submitted, to waive formalities, informalities, and/or irregularities contained within any submitted proposal. Grundy County reserves the right to accept and offer any contract herein if it is deemed within the best interest of Grundy County to do so. While lowest price is an important factor in selection of a potential vendor, the Grundy County Finance Department will choose the most adequate asbestos abatement contractor that will ultimately fit the necessity of the Grundy County Maintenance Department. Additionally, Grundy County reserves the right to negotiate optional items and/or services with the successful vendor.



## **I. Attachments**



**CONFIRMATION OF RECEIPT OF  
ADDENDA INVITATION TO BID  
SHERIFF OFFICE WINDOW PROJECT**

ADDENDUM #	DATE

I hereby certify this proposal complies with the specifications and conditions issued by the County of Grundy except as clearly marked in the attached copy.

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

NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

CONTACT NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

**THIS DOCUMENT MUST BE COMPLETED  
AND RETURNED WITH SUBMISSION**

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

PER PAGE 15 SECTION e.

## Minimum Qualifications

1. The Contractor shall meet the following minimum experience qualifications:
  - a. A minimum of five (5) years' experience as licenses window and door replacement contractor and providing these services.
  - b. Provide Copies of your Illinois Business Licenses, including what Class of Licenses held.
  - c. Experience in handling two (2) or more buildings with multiple window and door replacements at one time.
  - d. The Contractor shall have the equipment and labor resources to provide all services.
  - e. Include copies of current Insurance Certificates of Coverage per General Conditions stated within the Sheriff Office Project ITB.

2. Complete the following items and submit with your proposal:

a. On what date did your company begin doing business in Illinois?	
b. Length of time in business:	Years
c. How many 5,000. ft. or larger contracts have you serviced? <i>(Include at least two)</i>	#
d. How many people does your company directly employ?	People

Proposer: \_\_\_\_\_

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

PER PAGE 15 SECTION B.



County of Grundy, Illinois

ITB

Sheriff Office Project

Price Proposal

**Project Location: 111. E. Illinois Ave. Morris, IL 60450**

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The undersigned Contractor, having examined these documents, and having full knowledge of the condition under which the work described herein must be performed, hereby purposes that he/she will fulfill the obligations contain herein in accordance with all instructions, terms, conditions, and specifications set fort; and that he/she will furnish all required products/services and pay all incidental costs in strict conformity with these documents for the stated prices as payment in full.

Base Price: All the work associated with demolition, removal, and replacement as described in project scope, specification, and requirements of specified windows agreed upon located on the outside perimeter of the Sheriff Office building.

**WINDOW BASE PRICE ALL WORK: \$ \_\_\_\_\_**

Itemized: If any additional please list, if not required please state.

- Removal and replacing of existing wood block \$ \_\_\_\_\_
- Power washing/ cleaning to return brick to original color \$ \_\_\_\_\_
- Coping joint restoration \$ \_\_\_\_\_
- Repointing and masonry seal \$ \_\_\_\_\_
- Removal and replacement of brick if needed \$ \_\_\_\_\_
- Joint restoration \$ \_\_\_\_\_
- Through wall flashing installation \$ \_\_\_\_\_

Additional:

Description:	Cost:
_____	\$ _____
_____	\$ _____
_____	\$ _____

Option: All the work associated with demolition, removal, and replacement as described in project scope, specification, and requirements of specified doors and frames as located on the outside perimeter of the Sheriff Office building.

**DOOR OPTION PRICE ALL WORK: \$ \_\_\_\_\_**

Itemized: If any additional please list, if not required please state.

Removal and replacing of existing trim	\$ _____
Power washing/ cleaning to return area to original color	\$ _____
Caulking and weather sealing	\$ _____
Painting or other steps required to return to original look	\$ _____

Additional:

Description:	Cost:
_____	\$ _____
_____	\$ _____
_____	\$ _____

**DOOR OPTION 2: PRICE ALL WORK: \$ \_\_\_\_\_**

**Door option 2 shall consist of installing windows within the current door, without the replacement of any of the door/ frame/ or any associated replacement.**

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Commented [AM4]: Added new door option

Option: All the work associated with demolition, removal, and replacement as described in project scope, specification, and requirements of specified doors and frames as located on the outside perimeter of the Sheriff Office building.

Additional:

Description:	Cost:
_____	\$ _____
_____	\$ _____
_____	\$ _____

Available Start Date: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

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

Name of Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FIRM FIXED PRICE**

**Prices submitted in this price proposal form are firm for one-hundred twenty days (120) from Award to Proceed.**

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

PER PAGE 15 SECTION C.