

**BOONE COUNTY, ILLINOIS
REQUEST FOR PROPOSALS (RFP)**

**Boone County Roof Replacement Project #2
19-203152**

Boone County Courthouse
601 N Main St, Belvidere, IL 61008

PROPOSALS DUE:

February 24, 2020 by 12:00 pm (noon)

SUBMIT PROPOSALS TO:

Julie Stapler
Boone County Clerk and Recorder
1212 Logan Ave, Suite 103
Belvidere, IL 61008

Boone County Government is requesting bids for roof replacement at the Boone County Courthouse facility located at 601 N Main St.

GENERAL TERMS AND CONDITIONS

- Three (3) hard copies of your proposal and any attachments are to be submitted in a sealed envelope.
- Any proposal may be withdrawn by giving written notice to the County Clerk and Recorder before the stated closing time.
- All submittals become the property of Boone County Government and may be used in current and/or future specification development and/or in requests for proposals/bids at the sole discretion of Boone County Government.
- Proposals that take exception to the County's Terms and Conditions as a whole and substitute the bidder's standard terms and conditions may be rejected.
- Contractor shall assume full responsibility for all costs necessary to assemble the required information and for the timely delivery of the proposal at the above location.
- For information concerning the specifications or conditions contained within this RFP, or if there are any questions regarding this RFP or the project, please communicate them via e-mail at: dstreed@boonecountyil.org
- A site visit will be held on February 11, 2020 at 11:00 am. It is highly suggested that interested parties attend.
- This Request for Proposal (RFP) does not commit the County to award a contract or to undertake any financial obligation whatsoever with respect to the requirement referred to herein.
- The County reserves the right, without qualification, to reject any or all proposals the County deems nonconforming, non-responsive, unqualified, unbalanced or conditional, and to reject any proposal or proposer believed not to be in the best interest of the County.
- The County reserves the right, when it is deemed to be in the best interest of the County, to negotiate contract terms with the selected Contractor to award the proposal in its entirety, in part, in any combination or not at all and/or to select the proposal or combination of proposals deemed in the best interest of the County at the County's sole discretion. Therefore, the bidder should submit their best proposal initially from both technical and price standpoints.
- To be responsive, the proposal must set forth full, accurate and complete information as required by this RFP and all attachments.
- Any amendment to this RFP will be issued in writing by the County. No information or representation other than that contained in such an amendment, whether received from an employee of the County or other person, will be considered to have been modified or be grounds for deviation from any stipulation or requirement of this RFP.
- The Bidder/Contractor shall be responsible for complying with all Local, State, and Federal regulations pertaining to this project including State of Illinois law relating to prevailing wage and preference to citizens on public works projects.
- The project must be completed on or before June 15, 2020. The County may impose a penalty of \$1,500/day if construction extends beyond June 15, 2020.

Selection Process/Preliminary Schedule Milestones

February 24, 2020	Proposal response due at County by 12:00 pm (noon)
February 24, 2020	Bid opening
Early March	Notification to selected Contractor
April/May/June	Construction and Project Completion (<u>on or before June 15, 2020</u>)

SCOPE OF WORK

Proposals are desired in a lump sum bid for the removal of old roofing materials and the installation of a new roof. The proposal shall include related costs to provide a complete roofing system including but not limited to, all necessary permits related to the work, all shipping and transportation costs to the jobsite location, fabrication costs, disposal fees, and miscellaneous costs normally associated with this type of project.

The total proposal price shall include all associated costs to remove and install a new roof, including but not limited to:

- Remove the existing membrane roof system, including insulation, sheeting, flashings, perimeter edge details, and other related appurtenances.
- Install new insulation to the maximum R-value possible, up to R30 (proposals should specify R-value).
- Install a custom fit membrane assembly roof system.
- Install new curb flashings, wall flashings, pipe flashings, drain details and perimeter edge details per manufacturer's specifications.
- Install protective walkway pads as needed.
- Install pre-painted, 24 gauge steel perimeter edge metal, gutter and downspouts.
- Provide a minimum 20 year manufacturer's labor and material warranty.
- Miscellaneous items normally associated with the project contemplated herein as recommended by the manufacturer, but which may not be specifically identified, shall be furnished by the Provider as if they had been identified herein, without additional costs to Boone County.
- Bid must be accompanied by a bid guaranty which shall not be less than five percent (5%) of the amount of the bid. The successful bidder will be required to provide Performance and Payment Bonds in the amount equal to 100% of the contract price, within ten (10) business days after the bid award.

Courthouse Roof (area needing replacement in red)

Approximately 2,500 Square Feet



PROPOSAL SUBMITTAL

It is required to submit the proposal according to the following format. Please keep your proposal response succinct.

Firm Introduction (provide for Contractor and any major Sub-Contractors)

- Basic Information
 - Firm name and business address
 - Telephone/fax number; contact person and e-mail address
 - Type of legal entity and year of organization (corporation, partnership, etc.)
- Supplemental Information
 - Brief description of professional history
 - Services offered
 - Total number of staff
- References
 - Please provide 3 client references that employed your firm for a similar project scope. For each of the references, please provide the following:
 - Firm name / address
 - Contact name and phone number
 - Project summary

Project Understanding

- Statement of project understanding
- Major issues (please identify Contractor’s understanding of the major issues on the project)

Scope of Work Clarifications/Exceptions

- Describe any clarifications or exceptions to the Required Scope of Work as outlined above

Lump Sum Cost Proposal

OTHER GENERAL REQUIREMENTS

Bidders must adhere to the County’s Standard Terms and Conditions (attached).

Prior to the commencement of work governed by any contract between the County and the Contractor, the Contractor shall provide the County satisfactory evidence of insurance coverage. A Certificate of Insurance and any contract stating the County, its employees and officials as additional named insured’s will be required and will also denote the description of the job. The Contractor's insurance shall be primary and non-contributory.

All insurance coverage should be placed with a solid carrier who has no less than an A- VI Best’s rating. The Contractor’s program shall hold the County, its employees and officials harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time therefrom).

All coverage, as follows shall be maintained through the life of the contract and include, as a minimum:

General Liability:

- \$2,000,000 Bodily Injury and Property Damage (Combined Single Limit) with \$4,000,000 GL annual aggregate and will include:
 - Medical payments: \$5,000
 - Premises operations
 - Products and completed operations
 - Blanket contractual liability
 - Personal injury liability
 - Expanded definition of property damage

Workers’ Compensation and Employer’s Liability:

- \$500,000 bodily injury by accident
- \$500,000 bodily injury by disease, policy limits
- \$500,000 bodily injury by disease, each employee

Automobile Liability:

- \$1,000,000 Bodily Injury and Property Damage (CSL)
(Owned, non-owned, and hired vehicles should be included) and include \$10,000 medical pay per passenger.

Umbrella Liability Coverage:

- \$3,000,000 each occurrence, \$3,000,000 aggregate
(These limits will be excess over all underlying coverage documents and would be the minimum required). Increased limits may be required on larger contracts and would be at the discretion, and approval of the, County’s legal counsel.

All Liability (General Liability/Auto) insurance certificates should include a “blanket additional insured” endorsement, must specify that should described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

STANDARD TERMS & CONDITIONS

- A. Acceptance-Rejection: Boone County reserves the right to accept or reject any or all quotes and to waive technicalities in any quotation or part thereof deemed to be in the best interest of Boone County.
- B. Non-Discrimination/Affirmative Action: Boone County is committed to equal employment opportunity and is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or physical or mental handicap in regard to any position for which qualified. Further you are advised that as a contractor, subcontractor, vendor or lessee of Boone County, you may be subject to Executive Order 11246, as amended, and Section 503 of the Rehabilitation Act, as amended. If covered, acceptance of this contract or purchase order shall constitute your agreement that you will not discriminate against any employee or applicant for national origin, age or physical or mental handicap in regard to any position for which qualified; and that you will comply with other specific requirements of these laws. In the event of noncompliance with the nondiscrimination clause, this purchase order or contract may be canceled, terminated, or suspended in whole or in part and you may be declared ineligible for further contracts or purchase orders.
- C. Applicable Law: This contract shall be governed under the laws of the State of Illinois and is made at Boone County, Illinois, and venue for any legal action to enforce the terms of the agreement shall be in Boone County Circuit Court.
- D. Assignment: No right or duty in whole or in part by the contractor under this contract may be assigned or delegated without the written consent of Boone County.
- E. Cancellation: Boone County reserves the right to cancel this contract in whole or in part without penalty due to the non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- F. Delivery: Delivery shall be F.O.B. destination unless otherwise specified.
- G. Deviation and Exceptions: Deviations and exceptions from terms, conditions, or specifications shall be described fully under the bidder's letterhead, signed, and attached to the request for bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidder shall be held liable.
- H. Entire Agreement: These standard terms and conditions shall apply to any contract order awarded as a result of this request for bid except where special requirements are stated elsewhere in the request. In such the contract order with reference to parts and attachments shall constitute the entire agreement with previous communications pertaining to the subject of this request for bid being hereby superseded.
- I. Guaranteed Delivery: Failure of the contractor to adhere to the delivery schedule that is specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price if alternate procurement is necessary. Excess costs shall include administrative costs.
- J. Insurance Responsibility: The contractor to perform services for the County of Boone shall: (A) Maintain worker's compensation insurance as required by Illinois Statutes, for all employees engaged in work; (B) Maintain general liability and property damage against any and all claim(s) which might occur in the carrying out of this agreement/contract. Minimum coverage is \$500,000-combined single limit liability. (C) When required, professional liability insurance; minimum coverage is \$1 million. (D) When required, umbrella policy; minimum coverage is \$1 million. Provide, upon request, an insurance certificate(s) indicating this coverage, countersigned by an insurer licensed to do business in the State of Illinois, covering the period of this agreement/contract. The insurance certificate shall state that the County is an additional insured.
- K. Invoicing: Purchase orders shall be individually invoiced in accordance with the instructions contained on the purchase order or contract.
- The County is subject to payment provisions of 1989 Illinois Act 233. The County, after receipt of a properly completed invoice or receipt and acceptance of the property or service whichever is later, will make payment within thirty (30) days as long as the properly completed invoice or receipt is received on or before the 4th of the month. If a properly completed invoice or receipt is not received by the 4th of the month, the contractor waives the right to collect interest under 1989 Illinois Act 233 if payment is not made within thirty (30) days.
- L. Ordering: Purchase orders shall be placed directly to the contractor by authorized purchasing agents. No other purchase order or orders are authorized.
- M. Quality Level: Unless otherwise indicated in the Request for Bid, all materials shall be first quality. Items which are used, obsolete, or which have been discontinued are unacceptable without prior written approval by the Purchasing Agent.
- N. Quantities: Quantities shown on this request for bid are based on estimated needs. County reserves the right to increase/decrease quantities to meet actual needs or availability of funds.
- O. Taxes: Boone County and its departments are exempt from payment of all federal taxes and Illinois state and local taxes on its purchases except Illinois excise tax as described below:
- The County is exempt from state sales tax per Illinois Statute 77.54 (9) (a).
 - Contractors performing construction activities are required to pay state user tax on the cost of materials.
 - Boone County, including all of its departments, is required to pay an excise tax on Illinois beer, liquor, wine, cigarettes, tobacco product, motor vehicle fuel engine oil and aviation fuel. However, Boone County is exempt from payment of State of Illinois sales or user tax on this purchase. Boone County may be subject to other state taxes on its purchases dependent upon the laws of that state.

P. Public Records Law Compliance: Pursuant to 5 ILCS 140/7(2), a public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt is considered a public record of the public body. All terms of this agreement, and the records created thereunder, are subject to and conditioned on the provisions of the Illinois Freedom of Information Act, 5 ILCS 140 et seq. The contractor shall assist the County in producing and retaining records that are subject to the Illinois Freedom of Information Act. All correspondence, emails, etc., between and among the contractor, the County, and other parties relating to, necessitated by, or arising from the contractor's services under this Agreement that are created or received by the contractor shall be produced and maintained in such a way as to ensure the County's ability to comply with all aspects of the Freedom of Information Act. The contractor's failure to do so will constitute a material breach of this agreement, and require the contractor to defend and hold the County harmless from any liability under that law. Except as otherwise authorized, all such records shall be maintained for a period of seven (7) years after receipt of final payment under this Agreement.

Certification of Independent Price Determination: By signing this bid, the respondent certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The process in this bid have been arrived at independently, without consultation, communication, agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other respondent or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other respondent or to any competitor; and
3. No attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.