



Madison County Government
Administrative Services

Malik Fazil • Purchasing Director
Madison County Administration Building
157 N. Main St. Suite # 57 • Edwardsville, IL 62025-1963
Phone (618) 296-4219 • Fax (618) 692-7476

Kurt Prenzler, CPA
County Board Chairman

March 21, 2024

NOTICE TO BIDDERS

Notice is hereby given that the State's Attorney's Office of Madison County will seek **Sealed Proposals for Office Furniture** at the Madison County Criminal Justice Center, located at 509 Ramey, Edwardsville, Illinois.

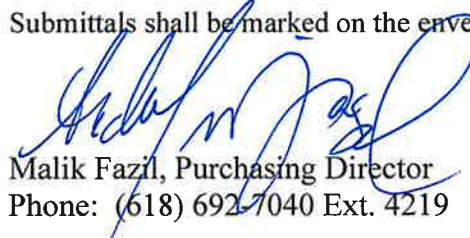
Specifications, instruction to bidders, and all data necessary to submit a proposal may be obtained from the Purchasing Department, Madison County Administration Building, 157 N. Main St., Suite 57, Edwardsville, IL or by visiting the Madison County website at:
<https://apps.co.madison.il.us/adminservices/vendors/>

SEALED BIDS will be accepted at the Madison County Administration Building, Administrative Services Department, 157 North Main Street, Suite 59, Edwardsville, Illinois no later than **3:00 P.M., Wednesday, April 3, 2024**. Sealed Bids will then be publicly opened and read aloud at **3:15 P.M.** in the County Board Committee Meeting Room, Suite 145, 1st floor of the Administration Building.

The right is reserved to reject any and all bids.

Madison County is an "Equal Opportunity Employer".

Submittals shall be marked on the envelope: **"SEALED BID - FURNITURE"**


Malik Fazil, Purchasing Director
Phone: (618) 692-7040 Ext. 4219

BID FORM

TO:
 Madison County State’s Attorney Office
 C/O Purchasing Department
 157 North Main Street, Suite 59
 Edwardsville, IL 62025

PROJECT:
 Office Furniture for the State’s Attorney’s Offices
 Administration Building and Criminal Justice Center

I (we) have received bid documents dated March 20, 2024, for the above titled project and, hereby submit the following bid:

In submitting this bid, I agree:

- A. To accept the provisions of the Specifications and Instructions to Bidders, etc.
- B. To hold my bid open for a period of forty-five (45) calendar days following the bid opening date.
- C. To enter into and execute a contract, if awarded, on the basis of this bid.

| <u>Administrative Building – Executive Secretary</u> | | | |
|---|----------------------|---|---------------------|
| <u>Quantity</u> | <u>Item #</u> | <u>Item Description</u> | <u>Price</u> |
| 1 EA | D1 | AIS, Calibrate, Laminate L Shaped Reception Desk: 72”Wx30”D Desk, Flush Front, BBF, Pencil Tray, Locking / Pedestal Depth to Match Worksurface Depth / 48”Wx12”Dx28”H Laminate Transaction Top / 54”Wx24”D Return, (1) Grommet, Access Modestly, FF, Locking / L metallic Silver Pull / Key Alike / AIS, Laminate – Dark Rum Cherry | _____ |
| 1 EA | ST1 | AIS, Calibrate, Laminate Storage Credenza: 36”Wx18”Dx28”H / Open-close Storage, (1) Adjustable Shelf, Locking / L Metallic Silver Pull / Lock to Match Desk Lock / AIS Laminate - Dark Rum Cherry | _____ |
| 1 EA | ST2 | AIS, Calibrate, Laminate Closed Door Storage Cabinet: 36”Wx18”Dx74”H / Closed Door, (4) Adjustable Shelf, Locking / L Metallic Silver Pull / Lock to Match Desk Lock / AIS Laminate - Dark Rum Cherry | _____ |
| | | | |
| | | <u>New Office Furniture to Match Existing – No Alternatives</u> | |
| | | <u>SUBTOTAL</u> | _____ |
| | | | |
| | | <u>Administrative Building – First Assistant</u> | |
| 1 EA | D2 | AIS, Calibrate, Laminate U Shaped Desk: 84”Wx30”D Desk, Recessed Front, BBF, Pencil Tray, Locking / 48”Wx24” Bridge, (2) Grommets / 96”Wx24”D Credenza, (2) 36”W Two-Drawer Lateral Files, Locking / Filing Storage Depth to Match Worksurface Depth / 96”W Hutch, Cabinet/Open/Cabinet, Task Light, Tackboard (Cape Cod – Falmouth), | |

| | | | |
|------|-----|---|--|
| | | Locking / 24"Wx24"x66"H Storage Wardrobe Tower, FF Pedestal, Hinged Door Cabinet Storage, Wardrobe, Locking / L Metallic Silver Pull / Key Alike / AIS, Laminate – Dark Rum Cherry | |
| 1 EA | ST3 | AIS, Calibrate, Laminate Closed Door Storage Cabinet: 36"Wx18"Dx66"H / Lateral File/Cabinet Combo Storage Unit, (2) Adjustable Shelves, Locking / L Metallic Silver Pull / Lock to Match Office / AIS Laminate - Dark Rum Cherry | |
| | | | |
| | | New Office Furniture to Match Existing – No Alternatives | |
| | | SUBTOTAL | |
| | | | |
| | | Administration Building – Violent Crime (Chief) | |
| 1 EA | D3 | AIS, Calibrate, Laminate U Shaped Desk: 84"Wx30"D Desk, Recessed Front, BBF, Pencil Tray, Locking / 48"Wx24"D Bridge, (2) Grommets / 96"Wx24"D Credenza, (2) 36"W Two-Drawer Lateral Files, Locking / File Storage Depth to Match Worksurface Depth / 96"W Hutch, Cabinet/Open/Cabinet, Task Light, Tackboard (Cape Cod – Falmouth), Locking / L Metallic Silver Pull / Key Alike / AIS, Laminate – Dark Rum Cherry | |
| 1 EA | ST4 | AIS, Calibrate, Laminate Closed Door Storage Cabinet: Closed Cabinet, (2) Adjustable Shelves, Locking / 30Wx18"Dx42"H / L Silver Metallic Pull / Lock to Match Office - Dark Rum Cherry | |
| | | | |
| | | New Office Furniture to Match Existing – No Alternatives | |
| | | SUBTOTAL | |
| | | | |
| | | Administration Building – Large Conference Room | |
| 3 EA | BC1 | AIS, Calibrate, Laminate Bookcase / (3) 36"Wx14"Dx42"H Laminate Bookcase / Adjustable Shelves / Gang Together | |
| | | | |
| | | Alternative Accepted upon Review and Approval | |
| | | SUBTOTAL | |
| | | | |
| | | Criminal Justice Center – Work/Kitchenette/Coats AIS Universal Work Surfaces | |
| 1 EA | T3 | 72"Wx24"D Laminate Surface | |
| 1 EA | | 84"Wx30"D Laminate Work Surface – Cut to Fit | |
| | | All Required Brackets and Supports | |
| 2 EA | | Clamp On Surface Mounted Surface Mounted Power Modules, Includes (1) Outlet /(2) USB | |
| | | | |

| | | | |
|------|--------------|--|--|
| | | Wire Managers | |
| | AC1 | Global Industrial, Chrome Coat Rack & Coat Rack Hooks Wall Mounted Coat Rack with Bars / 48"Wx24"Dx6"H / Shelf and Coat Rod / Hangers Not Included / Qty (5) Wall Mounted Dual Hat/Coat Hooks | |
| | AC2 | Global industrial, Wall Mount Metal Shelving: | |
| 1 EA | | 60"Wx14"Dx34"H Shelving Unit | |
| 1 EA | | 48"Wx14"Dx38"H Shelving Unit | |
| 1 EA | | 42"Wx14"Dx34"H Shelving Unit | |
| 2 EA | | Flat Wire Shelves each Unit | |
| | | 15 Year Limited Warranty | |
| | MM3 | OFS, Mile Marker Cabinetry Base Cabinets | |
| | | 24"Wx24"Dx36"H Cabinet, Pull Out Trash Container | |
| | | 36"Wx24"Dx36"H 2 drawer/Hinged Door Cabinet Unit, Includes (1) Adjustable Shelf | |
| 1 EA | | 15"Wx24"Dx36"H Cabinet, 4 Drawers | |
| 1 EA | | 12"Wx24"Dx36"H Cabinet with (4) Drawers | |
| | | Straight and Corner Laminate Countertop, Backslash | |
| | | Matching Laminate Corner and Wall Filler Panel | |
| 2 EA | | Matching Laminate End Panels | |
| | | Matching Laminate Base | |
| | | OFS, Mile Maker Cabinetry Overhead Cabinets | |
| 1 EA | | 24"Wx14"Dx24"H Wall Mounted Microwave Unit | |
| 1 EA | | 15"Wx14"Dx24"H Wall Mounted Cabinet, Includes (1) Adjustable Shelf | |
| 2 EA | | 30"Wx14"Dx24"H Wall Mounted Cabinet, Includes (1) Adjustable Shelf | |
| | | Alternative Accepted upon Review and Approval | |
| | | SUBTOTAL | |
| | | | |
| | FRIEGHT | | |
| | Installation | | |
| | | | |
| | | BID TOTAL | |

_____ **DOLLARS**

Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

Respectfully submitted,

By: _____
(Name & Title)

SEAL: If Bid is by a
Corporation

(Business Address)

(Telephone)

ADDENDA RECEIPT

A. The receipt of Addenda No. _____ through _____ to the specifications and instructions to bidder is hereby acknowledged. Dated this _____ day of _____, 2024.

NAME OF FIRM: _____

SIGNED: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____ DATE: _____

Indicate whether Corporation, Partnership or Sole Owner

If Corporation, in what State Incorporated _____

If Partnership, Give names of Partners _____

If Sole Owner, give name of Firm _____

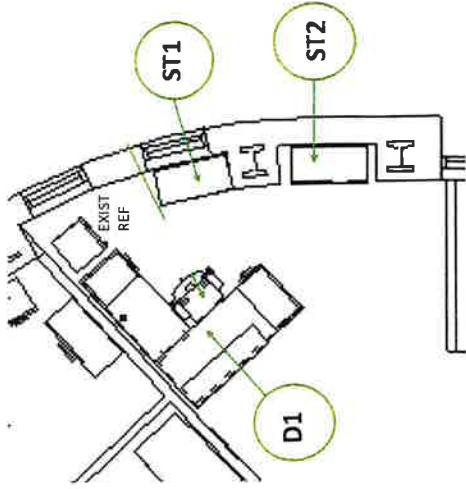
“INSTRUCTIONS TO BIDDER”

1. All items contained in the “Instructions to Bidder” are applicable to the call for bids.
2. No bid may be withdrawn after the scheduled closing time for receipt of bids at least sixty (60) days.
3. Envelope containing bid shall be marked plainly, “**SEALED BID**” – **FURNITURE**”, date and time of closing written thereon. All bid proposals must be signed with the firm name in ink and by an authorized officer or employee of the company.
4. Unless otherwise stated in this call for bids, each bidder must submit with his bid either a certified check on any bank, a cashier’s check on a bank doing business in the County, or a combination bid and supply bond acceptable to the County in the amount of 5% of the total base bid, payable to the County, as guarantee that the successful bidder will supply material or services as specified. – **NOT REQUIRED**
5. The Contractor, before commencing Work, shall furnish Performance Bond and Labor/Material Payment Bond with a surety licensed to conduct business in Illinois equal to the amount of the Contract, guaranteeing the completion of the Work and performance of the Contract and the payment for all labor and materials incorporated in the Work. Said Bonds shall be presented to the Purchasing & Support Services Department, Madison County Administration Building, 157 N. Main St., Ste. #59, Edwardsville, IL 62025, within seven (7) working days after notification of bid award. Failure to supply said Performance Bond, Labor/Material Payment Bond or acceptable surety shall result in retraction of bid award. –**NOT REQUIRED**
6. All bids must include all taxes that are applicable to the County. The City and State of Illinois sales tax and Federal Taxes are not applicable to sales made to the County and must be excluded. The County Auditor, upon request, will execute the exemption certificates in connection with all orders when Federal Excise Tax would otherwise be due.
7. Bid price to be F.O.B. Edwardsville, with delivery to Madison County using point within the area unless otherwise stated in this call for bids. Prices shall be stated in units and quotations made on each item separately. In case of conflict, unit price shall govern.
8. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed adjacent and must be initialed in ink by person signing proposal. The proposal must be signed by an authorized officer or individual.
9. Bidder must state brand name and/or manufacturer of each item proposed in his bid. Guarantee and/or warranty must also be stated.
10. Parts and materials must be of current day (latest model) and meet Specifications. This provision excludes surplus, remanufactured and used products except as alternate bid unless otherwise stated in this call for bids.
11. Bids will be considered on equipment or material complying substantially with Specifications provided each deviation is stated and substitution is described, including technical data when applicable, in a letter attached to bid.

The County reserves the right to determine as to whether such substitutions or deviations are within the intent of the Specifications and will reasonably meet the service requirements of the using department. In addition to price and applicability, consideration for award may be given to engineering design which adds safety, convenience or adaptability for the use intended. Brand name which may be mentioned in Specifications does not indicate a preference and is used only as a reference to the type and quality of materials or equipment desired.

12. Time of delivery is part of the consideration and must be stated in definite terms as this may be a factor in making the award. If time varies on different items, the bidder shall so state.
13. Unless otherwise specified, materials and equipment will be inspected by the using department as to meeting the quality requirement of the call for bids. When deemed necessary, samples of supplies or material will be taken at random, from stock received, for submission to a commercial laboratory, or other appropriate inspection agency, for analysis and test as to whether the material conforms, in all respects, to the specifications. In cases where the commercial laboratory report indicates that the material does not meet the Specifications the expense of analysis is to be borne by the successful vendor and the order, or balance thereof may be cancelled by the County.
14. Bidders must be sure to specify any terms they wish to offer. Cash discounts will be deducted from the base bid in determining the low bidder, except, cash discounts based on payment in less the ten (10) days will not be considered.
15. In case of default by the vendor(s), the County may procure the articles or services from other sources and may deduct from Unpaid balance due the vendor, or may collect against the bond or surety for excess costs so paid, and the prices paid by the County shall be considered the prevailing market price at the time such purchase is made.

Administration Building – Executive Secretary



D1

- AIS, CALIBRATE, LAMINATE L-SHAPED RECEPTION DESK
 Consists of:
- 72"W X 30"D Desk, Flush Front, BBF, Pencil Tray, Locking
 - Pedestal Depth to Match Worksurface Depth
 - 48"W x 12"D x 28"H Laminated Transaction Top
 - 54"W x 24"D Return, (1) Grommet, Access Modesty, FF, Locking
 - L Metallic Silver Pull
 - Key Alike



ST1

- AIS, CALIBRATE, LAMINATE STORAGE CREDENZA
 • 36"W x 18"D x 28"H
 • Open/Closed Storage, (1) Adjustable Shelf, Locking
 • L Metallic Silver Pull
 • Lock to Match Desk Lock



ST2

- AIS, CALIBRATE, LAMINATE CLOSED DOOR STORAGE CABINET
 • 36"W x 18"D x 74"H
 • Closed Door, (4) Adjustable Shelves, Locking
 • L Metallic Silver Pull
 • Lock to Match Desk Lock



AIS, Laminate
 Dark Rum Cherry

**NEW OFFICE FURNITURE TO MATCH EXISTING
 NO ALTERNATES ALLOWED**

Administration Building – First Assistant



D2

AIS, CALIBRATE, LAMINATE U SHAPED DESK

Consists of:

- 84"W x 30"D Desk, Recessed Front, BBF, Pencil Tray, Locking
- 48"W x 24"D Bridge, (2) Grommets
- 96"W x 24"D Credenza, (2) 36"W Two Drawer Lateral Files, Locking
- Filing Storage Depth to Match Worksurface Depth
- 96"W Hutch, Cabinet/Open/Cabinet, Task Light, Tackboard, Locking
- 24"W x 24"D x 66"H Storage/Wardrobe Tower, FF Pedestal, Hinged Door, Cabinet Storage, Wardrobe, Locking
- L Metallic Silver Pull
- Keyed Alike

ST3

AIS, CALIBRATE, LAMINATE LATERAL FILE/CLOSED DOOR STORAGE CABINET

- 36"W x 18"D x 66"H
- Lateral File/Cabinet Combo Storage Unit, (2) Adjustable Shelves, Locking
- L Silver Metallic Pull
- Lock to Match Office

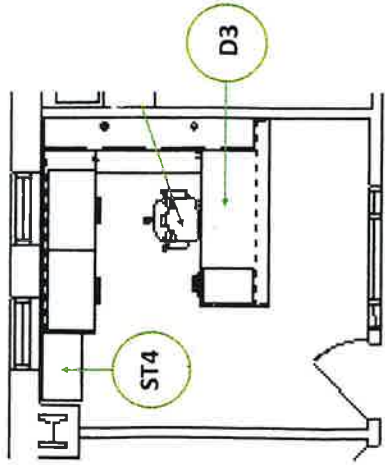


AIS, Laminate
Dark Rum Cherry

AIS, Tackboard
Cape Cod - Falmouth

**NEW OFFICE FURNITURE TO MATCH EXISTING
NO ALTERNATES ALLOWED**

Administration Building – Violent Crime (Chief)



D3

AIS, CALIBRATE, LAMINATE U SHAPED DESK

Consists of:

- 84"W X 30"D Desk, Recessed Front, BBF, Pencil Tray, Locking
- 48"W x 24"D Bridge, (2) Grommets
- 96"W x 24"D Credenza, (2) 36"W Two Drawer Lateral Files, Locking
- File Storage Depth to Match Worksurface Depth
- 96"W Hutch, Cabinet/Open/Cabinet, Task Light, Tackboard, Locking
- L Metallic Silver Pull
- Keyed Alike



ST4

AIS, CALIBRATE, LAMINATE CLOSED DOOR STORAGE CABINET

- Closed Cabinet, (2) Adjustable Shelves, Locking
- 30"W x 18"D x 42"H
- L Silver Metallic Pull
- Lock to Match Office

**NEW OFFICE FURNITURE TO MATCH EXISTING
NO ALTERNATES ALLOWED**

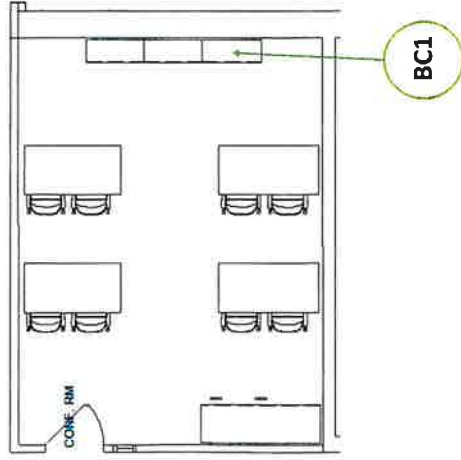


AIS, Laminate
Dark Rum Cherry



AIS, Tackboard
Cape Cod - Falmouth

Administration Building – Large Conference Room

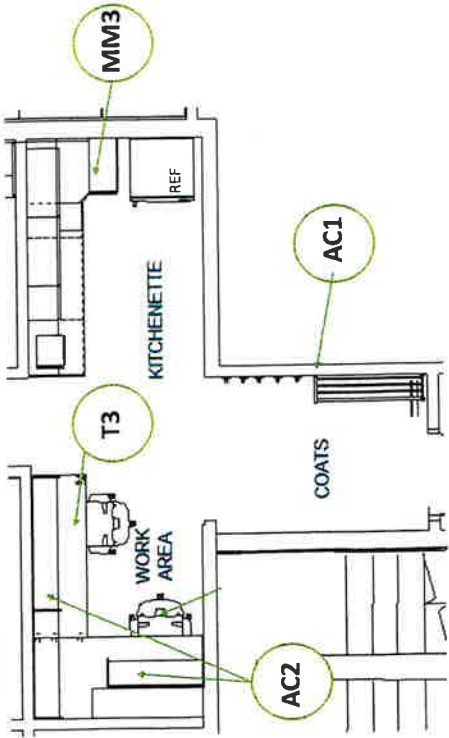


BC1

- AIS, CALIBRATE, LAMINATE BOOKCASE
- (3) 36"W x 14"D x 42"H Laminated Bookcase
 - "Adjustable Shelves"
 - Gang Together

ALTERNATES ACCEPTED UPON REVIEW AND APPROVAL

Criminal Justice Center – Work/Kitchenette/Coats



T3

AIS, UNIVERSAL WORKSURFACES

- Consists of:
 - (1) 72"W x 24"D Laminate Surface
 - (1) 84"W x 30"D Laminate Surface – Cut to Fit
 - All Required Brackets and Supports
 - (2) Clamp On Surface Mounted Power Modules, Includes: (1) Outlet/(2) USB
 - Wire Managers

AC1

GLOBAL INDUSTRIAL, CHROME COAT RACK & COAT HOOKS

- Wall Mounted Coat Rack with Bars
- 48"W x 24"D x 6"H
- Shelf and Coat Rod
- Hangers Not Included
- Qty (5) Wall Mounted Dual Hat/Coat Hooks

AC2

GLOBAL INDUSTRIAL, WALL MOUNT METAL SHELVING

- Consists of:
 - (1) 60"W x 14"D x 34"H Shelving Unit
 - (1) 48"W x 14"D x 34"H Shelving Unit
 - (1) 42"W x 14"D x 34"H Shelving Units
 - (2) Flat Wire Shelves each Unit
 - 15 year Limited Warranty

MM3

OFS, MILE MARKER CABINETRY

- Base Cabinets Consists of:
 - 24"W x 24"D x 36"H Cabinet, Pull Out Trash Container
 - 36"W x 24"D x 36"D 2 Drawer/Hinged Door Cabinet Unit, Includes (1) Adjustable Shelf
 - (1) 15"W x 24"D x 36"H Cabinet, 4 Drawers
 - (1) 12"W x 24"D x 36"H Cabinet, 4 Drawers
 - Straight and Corner Laminate Counter Top, Backsplash
 - Matching Laminate Corner and Wall Filler Panels
 - (2) Matching Laminate End Panels
 - Matching Laminate Base
- Overhead Cabinets Consists of:
 - (1) 24"W 14"D x 24"H Wall Mounted Microwave Unit
 - (1) 15"W x 14"D x 24"H Wall Mounted Cabinet, Includes (1) Adjustable Shelf
 - (2) 30"W x 14"D x 24"H Wall Mounted Cabinet, Includes (1) Adjustable Shelf
 - Matching Wall Filler Panels

ALTERNATES ACCEPTED UPON REVIEW AND APPROVAL

“INSTRUCTIONS TO BIDDER”

1. All items contained in the “Instructions to Bidder” are applicable to the call for bids.
2. No bid may be withdrawn after the scheduled closing time for receipt of bids at least sixty (60) days.
3. Envelope containing bid shall be marked plainly, “**SEALED BID**” – **FURNITURE**”, date and time of closing written thereon. All bid proposals must be signed with the firm name in ink and by an authorized officer or employee of the company.
4. Unless otherwise stated in this call for bids, each bidder must submit with his bid either a certified check on any bank, a cashier’s check on a bank doing business in the County, or a combination bid and supply bond acceptable to the County in the amount of 5% of the total base bid, payable to the County, as guarantee that the successful bidder will supply material or services as specified. – **NOT REQUIRED**
5. The Contractor, before commencing Work, shall furnish Performance Bond and Labor/Material Payment Bond with a surety licensed to conduct business in Illinois equal to the amount of the Contract, guaranteeing the completion of the Work and performance of the Contract and the payment for all labor and materials incorporated in the Work. Said Bonds shall be presented to the Purchasing & Support Services Department, Madison County Administration Building, 157 N. Main St., Ste. #59, Edwardsville, IL 62025, within seven (7) working days after notification of bid award. Failure to supply said Performance Bond, Labor/Material Payment Bond or acceptable surety shall result in retraction of bid award. –**NOT REQUIRED**
6. All bids must include all taxes that are applicable to the County. The City and State of Illinois sales tax and Federal Taxes are not applicable to sales made to the County and must be excluded. The County Auditor, upon request, will execute the exemption certificates in connection with all orders when Federal Excise Tax would otherwise be due.
7. Bid price to be F.O.B. Edwardsville, with delivery to Madison County using point within the area unless otherwise stated in this call for bids. Prices shall be stated in units and quotations made on each item separately. In case of conflict, unit price shall govern.
8. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed adjacent and must be initialed in ink by person signing proposal. The proposal must be signed by an authorized officer or individual.
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10. Parts and materials must be of current day (latest model) and meet Specifications. This provision excludes surplus, remanufactured and used products except as alternate bid unless otherwise stated in this call for bids.
11. Bids will be considered on equipment or material complying substantially with Specifications provided each deviation is stated and substitution is described, including technical data when applicable, in a letter attached to bid.

The County reserves the right to determine as to whether such substitutions or deviations are within the intent of the Specifications and will reasonably meet the service requirements of the using department. In addition to price and applicability, consideration for award may be given to engineering design which adds safety, convenience or adaptability for the use intended. Brand name which may be mentioned in Specifications does not indicate a preference and is used only as a reference to the type and quality of materials or equipment desired.
12. Time of delivery is part of the consideration and must be stated in definite terms as this may be a factor in making the award. If time varies on different items, the bidder shall so state.
13. Unless otherwise specified, materials and equipment will be inspected by the using department as to meeting the quality requirement of the call for bids. When deemed necessary, samples of supplies or material will be taken at random, from stock received, for submission to a commercial laboratory, or other appropriate inspection agency, for analysis and test as to whether the material conforms, in all respects, to the specifications. In cases where the commercial laboratory report indicates that the material does not meet the Specifications the expense of analysis is to be borne by the successful vendor and the order, or balance thereof may be cancelled by the County.
14. Bidders must be sure to specify any terms they wish to offer. Cash discounts will be deducted from the base bid in determining the low bidder, except, cash discounts based on payment in less the ten (10) days will not be considered.
15. In case of default by the vendor(s), the County may procure the articles or services from other sources and may deduct from Unpaid balance due the vendor, or may collect against the bond or surety for excess costs so paid, and the prices paid by the County shall be considered the prevailing market price at the time such purchase is made.

16. The bidder, shall hold the County, its officers, agents, and employees harmless from liability of any nature or kind on account of Use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this bid call.
17. Successful bidder is specifically denied the right of using in any form or medium the name of Madison County for public advertising unless express permission is granted by the County.
18. The authorized committee(s) for the County reserves the right to reject any or all bids, or any part thereof, or to accept any bid or part thereof, or to waive any informalities in any bid, deemed to be in the best interest of the County.
19. Madison County shall not award contracts to businesses owing delinquent taxes to Madison County at the time bids are awarded.
20. Bidder is expected to be an "Equal Opportunity Employer" as required by Article III, Rules III, Fair Employment Practices Commission.
21. All Specifications and Instructions to Bidders must be clearly answered and stated in definite terms.
22. Sealed bids will be received until **3:00 P.M., Wednesday April 3, 2024** then publicly opened and read aloud at **3:15 P.M.** in the Board Committee Room which is located on the first level of the Administration Building in Suite 145.

BIDDERS ARE WELCOME TO ATTEND THIS MEETING.

23. If any additional information is needed contact:

Madison County Administrative Services
157 N. Main St. Ste. 59
Edwardsville, IL 62025-1963
Attn: Malik Fazil, Purchasing Director
Email: supportservices@co.madison.il.us

24. Successful bidder cannot make delivery of successful material and/or services as specified until contract has been properly signed By the Madison County Administrator and the successful vendor.
25. Sealed bids received after designated time will be considered "**NO BID**" and as "**VOID**".
26. By not complying with all phases of the Specifications and Instructions to Bidders, may cause the bid to be automatically rejected.
27. Bidder must comply with the "Preference to Citizens" (Illinois" on "Public Works Project Act", and the wages of employees or public works (Prevailing Wage Act), and bidder agrees to execute a Project Agreement and to submit an acknowledgement with bid documents (copy attached).
SHALL BE RESPONSIBILITY OF BIDDER TO VERIFY PREVAILING WAGE SCHEDULE.
28. Bidder should state where applicable that the firm is licensed to do business in the State of Illinois. (Out of state firms should satisfy all licensing requirements as required by the State of Illinois, failure to meet appropriate state licensing and statutory regulations can result in the contract to be entered into regarded as voidable).
29. Successful bidder shall hold the County, its Officers, Agents, and Employees, harmless from liability of any nature or kind, and shall sign and file with the County the attached "Hold Harmless and Indemnity Clause".

This form must be submitted to the County at the same time the contractor files his Performance Bond and Labor/Material Payment Bond.

30. Successful bidder, should the job be done, will be required to provide certificates of insurance naming Madison County Government as additional insured and indicating the following coverage in the amount of one million dollars (\$1,000,000) for each category of coverage except as noted herein:
 1. Liability Insurance
 - Commercial General Liability
 - Products Completed Operations Liability
 - Contractual Liability
 - Comprehensive Automobile Liability

2. Worker's Compensation & Employers Liability \$500,000.

If the contractor should use any subcontractor, the contractor shall include all subcontractors as insured under its policies, or shall furnish to Madison County separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements of the contractor.

Bidder shall submit, along with his bid, a copy of his current "Certificate of Insurance".

31. Madison County does not discriminate against the disabled in either their employment practices or the services they provide.
32. With request for payment, in triplicate, the bidder shall furnish a Contractor's Affidavit/Waiver of Lien from all parties Concerned. Failure to supply Waiver of Lien or evidence of payment of all current accounts will be considered grounds for withholding partial payment and failure to supply Waiver of Liens for the entire job on completion will be grounds for withholding final payment.
33. Bids MUST be submitted on attached bid forms.

ACORD # CERTIFICATE OF INSURANCE

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

INSURED
Sample Certificate

COMPANY
A
COMPANY
B
COMPANY
C
COMPANY
D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. Limits SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|--------|---|-------------------------------------|-------------------------------------|---------------|----------------------------------|-----------------------------------|--|--------------|
| | | | | | | | | |
| A | GENERAL LIABILITY | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | | | | PRODUCTS-COM/OP AGG | \$ 2,000,000 |
| | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT | | | | | | EACH OCCURRENCE | \$ 1,000,000 |
| | <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Loc | | | | | | FIRE DAMAGE (Any one fire) | \$ 100,000 |
| | <input type="checkbox"/> Project <input type="checkbox"/> Other | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | <input type="checkbox"/> | | | | | | | |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT | \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | <input checked="" type="checkbox"/> | | | | | BODILY INJURY (Per person) | |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | | | | | PROPERTY DAMAGE | |
| | GARAGE LIABILITY | | | | | | AUTO ONLY - EA ACCIDENT | |
| | <input type="checkbox"/> | | | | | | OTHER THAN AUTO ONLY: | |
| | <input type="checkbox"/> | | | | | | EACH ACCIDENT | |
| | <input type="checkbox"/> | | | | | | AGGREGATE | |
| A | EXCESS LIABILITY | | | | | | EACH OCCURRENCE | |
| | <input type="checkbox"/> UMBRELLA FORM | | | | | | AGGREGATE | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER | |
| | THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL | | | | | | EL EACH ACCIDENT | \$ 500,000 |
| | | | | | | | EL DISEASE - POLICY LIMIT | \$ 500,000 |
| A | OTHER | | | | | | EL DISEASE - EMPLOYEE | \$ 500,000 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS -

Madison County Government is named as additional insured for all liability policies. All coverage afforded to the additional insured(s) under this policy shall be on a primary basis. If additional insured(s) other insurance, which is applicable to the loss, such insurance will be on an excess basis. The amount of the company's liability under the policy shall not be reduced by the existence of such insurance. Waiver of subrogation in favor of the additional insured(s) applies to all liability policies and workers compensation. Insurance carriers are to provide Madison County Government at least 30 days notice prior to cancellation of any policy.

CERTIFICATE HOLDER

Madison County Government
157 N Main St, Suite 154
Edwardsville, IL 62025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE 5/1/2023

Tier 1 - Vendor Agreement
(As it applies to insurance coverage)

Business Name: _____
Address: _____
Phone/Fax/Email: _____

Before commencing work for **Madison County Government** all vendors agree to the following hold harmless agreement:

“To the fullest extent permitted by law, the vendor shall indemnify and hold harmless the Owner, contractor, architect, Architect consultants, and agents and employees of any of the previously mentioned from and against claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from performance of the vendors work, provided that any such claim damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by negligent acts or omissions by the vendor, the vendors subcontractor’s, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim damage loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of Indemnity which would otherwise exist which as to a party or person described in this paragraph.”

Vendor also agrees to supply **Madison County Government** with a current certificate of insurance verifying the following:

- Workers Compensation: Statutory limits, including Employers liability of \$500,000 each accident, \$500,000 policy limit for disease, \$500,000 each employee for disease. **Waiver of Subrogation** in favor of **Madison County Government** must be included. Workers Compensation must be provided for all persons performing work at the jobsite, including but not limited to any principles, officers, employees of the vendor, sole proprietors, subcontractors, and sub-subcontractors. If owners, principles, officers or sole proprietors choose to exclude themselves from workers compensation, they agree they shall not, at any time, or in any way, seek such benefits, or any recompense, from Madison County Government for any on-the job related injury arising out of the work covered or contemplated by this Vendor Agreement.
- Commercial General Liability (including Bodily injury and property damage, completed operations, broad form property damage, contractual liability, for the obligation of vendor to Indemnify Madison County Government under the agreement, and per jobsite aggregate. Minimum limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate. **Additional Insured and Waiver of Subrogation** in favor of **Madison County Government** must be included.
- Commercial Automobile Liability minimum limits of \$1,000,000 combined single limit. Additional insured and waiver of subrogation must to be included.

- Vendor to name Madison County Government (and others if requested) as additional insured's (form CG2010 11/85 or CG2010 07/04 and CG2037 07/04) include both work in process (ongoing operations) and completed work (completed operations). If insurance company specific forms replace the forms mentioned above, the additional insured form **MUST** be forwarded and approved prior to commencing work.
- All coverage afforded to the additional insured under this policy shall be **primary** insurance. If the additional insured has other insurance, which is applicable to the loss, such other insurance shall be on an excess basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- If work of a professional nature is to be performed, professional liability (Errors and Omissions) must be shown at a limit of no less than \$1,000,000 per occurrence and \$1,000,000 aggregate. Madison County Government must be named as additional insured to this policy.
- If your work will require that you have access to any computer hardware or systems, cyber liability must be shown at a limit of no less than \$1,000,000 per occurrence and \$1,000,000 aggregate. Madison County Government must be named as additional insured to this policy.
- Limits of insurance are non-negotiable.
- Insurance must remain in place and be effective for no less than two years after project completion.
- Insurance Company(s) must be financially stable, rating of A-/VII or better, per A.M. Best Guidelines.
- This agreement shall not, in any way, affect Madison County Government's responsibility to perform the underlying contractual obligations to which this Vendor Agreement applies, within industry standards and workmanship-like manner.

Name & Title

Signature

Date

**HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT**

Contractor shall indemnify, defend and save Harmless Madison County from and against any and all claims, debts, damages, judgements, awards, losses, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature to the extent caused or occasioned by, or contributed to by the negligence of Contractor or anyone acting under its direction or control or on its behalf in connection with or incidental to any contracts between the contractor and Madison County. All questions involving contributory acts, omissions, fault, or negligence of Madison County with Contractor will be determined in accordance with applicable law. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons, including agents and employees of Madison County, Contractor, other contractors and subcontractors and damage to any real or personal property, including property of Madison County, Contractor, other contractors and subcontractors. Contractor will, on request and at its expense, defend any action, suit or proceedings arising hereunder and shall reimburse and pay Madison County for any loss, cost, damage or expenses (including legal fees) suffered by it hereunder consistent with subcontractor's indemnity obligation hereunder. Such obligation shall not be construed to negate, or abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this Clause. In no event shall Contractor be liable for and Contractor expressly disclaims any liability for any incidental or consequential damages no matter under what theory or facts advanced.

In any and all claims against Madison County by any employees of Contractor, anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, the indemnification obligation under this Clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under worker's or workmen's compensation acts, disability benefits acts or other employee benefit acts.

If, for any reason during the performance of the above stated contract, Contractor rents, leases or uses equipment of Madison County, Contractor shall indemnify, defend and hold harmless Madison County (including its officers, agents, and employees from any loss (including costs and attorney's fees) or damage caused by that equipment. Furthermore, Contractor shall be liable to Madison County for any loss or damage to that equipment.

This agreement shall specifically not require Contractor to indemnify Madison County from Madison County's own alleged negligence in violation of Chapter 740 ILCS 35/1.

This Hold Harmless and Indemnification Agreement shall apply to all contracts between the Contractor and Madison County.

Dated: _____

Authorized Representative

Contractor Name

Address

City/State/Zip Code

Telephone Number