

- LEGAL AD NOTICE-

Notice is hereby given that sealed bids will be received by the Judiciary and Finance & Government Operations Committees of the Madison County Board for the **COURT ROOM AUDIO VISUAL UPGRADE AT THE MADISON COUNTY COURTHOUSE AND THE CRIMINAL JUSTICE CENTER IN EDWARDSVILLE, ILLINOIS.**

SEALED BIDS will be accepted at the Madison County Administration Building, Administrative Services Department, and 157 North Main Street, Suite 154, Edwardsville, Illinois no later than **2:00 P.M.** on **Wednesday, May 10, 2017**. Sealed bids will then be publicly opened and read aloud at **2:15 P.M.** in the County Board Committee Meeting Room.

Obtain bidding documents on or after **Friday, April 28, 2017** at the Administrative Services Department. No deposit is required.

Madison County Government
Administrative Services
157 N. Main Street, Suite 154
Edwardsville, Illinois 62025
Attn: Linda Ogden, Office Manager
(618) 296-4219

The successful bidder will be required to agree that not less than the prevailing rate of wages as determined by the Secretary of Labor and made a part of these contract documents shall be paid to all laborers, workmen and mechanics performing their work under this contract. This project is subject to Madison County Project Labor Agreement Provisions.

The right is reserved to reject any and all bids.

Madison County is an "Equal Opportunity Employer".

By Order of the
Madison County Board
Kurt Prenzler, Chairman



Madison County Government
Administrative Services

Stephen Adler • Deputy County Administrator
Madison County Administration Building
157 N. Main St. Suite 154 • Edwardsville, IL 62025-1963
Phone (618) 296-4941 • Fax (618) 692-7476

Kurt Prenzler, CPA
County Board Chairman

Notice to Bidders

Notice is hereby given that sealed bids will be received by the Circuit Court of Madison County for the **COURT ROOM AUDIO VISUAL UPGRADE AT THE MADISON COUNTY COURT HOUSE AND CRIMINAL JUSTICE CENTER IN EDWARDSVILLE, ILLINOIS.**

Specifications, instruction to bidders, bid form and all data necessary to submit a sealed bid may be obtained from the Administrative Services Department, Madison County Administration Building, 157 N. Main St., Suite 154, Edwardsville, IL.

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The successful bidder will be required to agree that not less than the prevailing rate of wages as determined by the Secretary of Labor and made a part of these contract documents shall be paid to all laborers, workmen and mechanics performing their work under this contract. This project is subject to Madison County Project Labor Agreement Provisions.

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Madison County is an "Equal Opportunity Employer".

Sincerely,

A handwritten signature in cursive script that reads "Linda Ogden".

Linda Ogden
Office Manager, Administrative Services

“INSTRUCTIONS TO BIDDERS”

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 90 days.
3. Envelope containing bid shall be marked plainly, “**Sealed Bid**” – “**Audio Visual Upgrade**”, date and time of closing written thereon. All bids must be signed with the firm name in ink and by an authorized officer or employee of the company.
4. 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 Administrative Services Department, Madison County Administration Building, 157 N. Main St., Ste. #154, 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.
5. 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.
6. 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.
7. 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 bid. The bid must be signed by an authorized officer or individual.
8. Bidder must state brand name and/or manufacturer of each item proposed in his bid. Guarantee and/or warranty must also be stated.
9. 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.
10. 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 proposal.

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.

11. 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.
12. 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.
13. 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.
14. 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.
15. 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 proposal call.
16. 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.
17. 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 part thereof, or to waive any informalities in any bid, deemed to be in the best interest of the County.
18. Madison County shall not award contracts to businesses owing delinquent taxes to Madison County at the time bids are awarded.
19. Bidder is expected to be an "Equal Opportunity Employer" as required by Article III, Rules III, Fair Employment Practices Commission.
20. All Specifications and Instructions to Bidders must be clearly answered and stated in definite terms.
21. Sealed bids will be received until **2:00 P.M., Wednesday 10, 2017** then publicly opened and read aloud at **2:15 P.M.** in the Administration Building at 157 North Main Street, Suite 143, located on the first floor of the Administration Building.

BIDDERS ARE INVITED TO ATTEND THIS MEETING

23. If any additional information is needed contact:

Linda Ogden, Office Manager
Madison County Government
Administrative Services
157 North Main Street, Suite 154
Edwardsville, Illinois 62025
(618) 296-4219

24. Successful bidder cannot make delivery of successful material and/or services as specified until contract has been properly signed by the Madison County Board Chairman 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 proposal 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 proposal, 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. Example of Madison County Project Labor Agreement for Development and Construction is attached for review. Successful bidder will be required to execute same.
34. Bidder agrees to submit herewith a Letter of Assent acknowledgment with proposal documents ("Attachment A", page 11 of the Project Labor Agreement dated August 01, 1999).
35. Bids MUST be submitted on attached bid forms.

**Bid Specifications for Madison County Court House and
Criminal Justice Center Court Rooms**

Equipment List:

For: Main Court Rooms: 302/311/320/327/351
Criminal Justice Center Rooms: 214/314

Qty. (7) 3-CHIP LCD Projector with Lens \$ _____
EPSON G7200W with Lens, Wide Format 16:10 Aspect Ratio 7500 Lumen
WXGA Projector. Also includes dedicated commercial grade key-locking
security mount.

Description of "Equal To *or* Exceeding Quality" Alternate Equipment:

Qty. (7) DA-LITE 1109928/2 Cosmo 16:10 \$ _____
Heavy Duty Electric Screen with built-in low voltage motor control.

Description of "Equal To *or* Exceeding Quality" Alternate Equipment:

Qty. (7) Crestron Digital Media System \$ _____
Includes: Dedicated DM8x8 digital media matrix switcher system, 1-7'
desktop mounted LCD TFT control panel (judge's bench), 1-8.7" LCD
TFT wireless control panel, 1-Crestron Wireless digital presentation
system, 1-Control processor, 1-4K Scaler/Room Controller, 5-DM 4K
Transmitter sets, Dedicated Crestron POE power switch, 1-DM Scaler
Room Controller, 1-Crestron Wireless digital presentation
system, 1-Controller processor, 1-4K Scaler/Room Controller, 5-DM 4K
Transmitter sets, Dedicated Crestron POE power switch, 1-DM Scaler
Room Controller, 1 Crestron 2x210-watt 70-volt Digital Audio Power Amp.

Description of "Equal To *or* Exceeding Quality" Alternate Equipment:

Qty. (14) UHF Frequency Agile Wireless Mic System
Includes 1-SHURE ULX hand held UHF transmitter and UHF receiver.
Please note these new wireless mic systems will allow the Madison
County Courts to be in full compliance with the new available frequencies
that were put into place several years ago, by the FCC.

\$ _____

Description of "Equal To or Exceeding Quality" Alternate Equipment:

Qty. (7) BSS BLU-50 4x4 Digital Sound Processor
Configurable digital sound processor, logic processing.

\$ _____

Description of "Equal To or Exceeding Quality" Alternate Equipment:

Qty. (21) Small Tilt-Up Table Mounted AV Connection Port
Connection Ports: 1-HDMI, 1-VGA, 1-CA, 1-Power.

\$ _____

Description of "Equal To or Exceeding Quality" Alternate Equipment:

Qty. (7) Large Tilt-up Table Mounted AV Connection Port
Connect Ports: 2-HDMI, 1VGA, 1-CA, 2-Power.

\$ _____

Description of "Equal To or Exceeding Quality" Alternate Equipment:

Qty. (7) Digital / Analogue Cable Bundle

\$ _____

Description of "Equal To or Exceeding Quality" Alternate Equipment:

Qty. (7) Miscellaneous Parts and Materials

\$ _____

Description of "Equal To or Exceeding Quality" Alternate Equipment:

For: Main Court House Room 230

Qty. (1) 3-CHIP LCD Projector with Lens \$ _____
EPSON G7200W with Lens, Wide Format 16:10 Aspect Ratio 7500 Lumen
WXGA Projector. Also, includes dedicated commercial grade key-locking
security mount.

Description of "Equal To *or* Exceeding Quality" Alternate Equipment:

Qty. (1) DA-LITE 1109928 Cosmo 16:10 \$ _____
Heavy Duty Electric Screen with built-in low voltage motor control.

Description of "Equal To *or* Exceeding Quality" Alternate Equipment:

Qty. (1) CRE-290 Crestron Digital Media System \$ _____
Includes: Dedicated DM8x8 digital media matrix switcher system, 1-7'
desktop mounted LCD TFT control panel (judge's bench), 1-8.7" LCD
TFT wireless control panel, 1-Crestron Wireless digital presentation
system, 1-Control processor, 1-4K Scaler/Room Controller, 5-DM 4K
Transmitter sets, Dedicated Crestron POE power switch, 1- Crestron
2x210-watt 70-volt Digital Audio Power Amp.

Description of "Equal To *or* Exceeding Quality" Alternate Equipment:

Qty. (1) AV-2214 Commercial Grade Floor Mounted Rack \$ _____
All Metal Construction with removable / lockable rear door, Locking casters
Locking front door, removable side panels, built in thermostatically
controller cooling fan system, Rack shelves, utility drawer, rack mounted
power / surge protection, rack shelves, lacing rails for complete rack
system.

Description of "Equal To *or* Exceeding Quality" Alternate Equipment:

Qty. (2) UHF Frequency Agile Wireless Mic System \$ _____
Includes: 1-SHURE ULX hand held UHF transmitter and UHF receiver.
Please note these new wireless mic systems will allow the Madison County
Courts to be in full compliance with the new available frequencies
that were put into place several years ago, by the FCC.

Description of "Equal To *or* Exceeding Quality" Alternate Equipment:

Qty. (1) AUDX-2213 Audio System \$ _____
Includes: 1-BSS BLU-50 4x4 Digital Sound Processor, 2-Crestron SR8T 8"
2-Way wall mount speakers, 1-SHURE 18" Gooseneck Mic with Base.

Description of "Equal To *or* Exceeding Quality" Alternate Equipment:

Qty. (3) Small Tilt-Up Table Mounted AV Connection Port \$ _____
Connection Ports: 1-HDMI, 1-VGA, 1-CA, 1-Power.

Description of "Equal To *or* Exceeding Quality" Alternate Equipment:

Qty. (1) Large Tilt-Up Table Mounted AV Connection Port \$ _____
Connection Ports: 2-HDMI, 1-VGA, 1-CA, 2-Power. No Substitute.

Description of "Equal To *or* Exceeding Quality" Alternate Equipment:

Qty. (1) Digital / Analogue Cable Bundle \$ _____

Qty. (1) Miscellaneous Parts and Materials \$ _____

Freight Estimate \$ _____

Design, Programming, Installation, Commissioning and Project Management Services

Qty. (1) System Design and CAD Drawing Services \$ _____

Qty. (1) System Programming Code Creation \$ _____

Qty. (1) Installation Services \$ _____

Qty. (1) On-Site System Commissioning Services \$ _____

Qty. (1) On-Site / Off-Site Project Management Services \$ _____

Qty. (1) On-Site End User Two (2) Hour Training Session \$ _____

Qty. (1) Travel Mileage \$ _____

Warranty Services

Qty. (1) One-Year On-Site Warranty Service Package \$ _____
includes: 30-Hours of On-Site Service during the first year of ownership.
Warranty service starts upon job sign off date. Travel miles included. Does not include any parts or material. Does not include any shipping charges for any item that would have to be returned to the manufacture for warranty repair.

BID FORM

TO:

Madison County
C/O Administrative Services
157 North Main Street, Suite 154
Edwardsville, IL 62025

PROJECT:

Madison County Circuit Court
Audio/Visual Upgrade at
Court House and Criminal Justice Center

I (we) have received bid documents dated _____ 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.

BASE BID:

BASE BID PRICE:

_____ (\$ _____)

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

ID FORM
BF1

ADDENDA RECEIPT

A. The receipt of Addenda No. _____ through _____ is hereby acknowledged.

Date this _____ day of _____, 2017.

Name of Firm

Signed

Printed Name

Title

Address

Telephone

Fax

Indicate whether Corporation, Partnership or Sole Owner

If Corporation, in that State Incorporated

If Partnership, give names of Partners

If Sole Owner, give name of Firm

**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 effective during a 12 month period commencing _____ 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 during the above specified period of time.

Dated: _____

Authorized Representative

Contractor Name

Address

City/State/Zip Code

Telephone Number