



**OFFICE OF WILL COUNTY EXECUTIVE**  
**LAWRENCE M. WALSH**

**Rita Weiss**  
Purchasing Director

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August 26, 2013

To Whom It May Concern:

You are invited to submit your proposal to the Request for Qualifications (RFQ) for consulting and engineering services to develop a Request for Proposal (RFP) for the replacement of the current county-wide radio system.

RFQ's will be received in the Purchasing Department, 2nd floor, Will County Office Building, 302 North Chicago Street, Joliet, IL 60432, **not later than 3:00 p.m., "as so indicated by the time stamp clock of Will County", Tuesday, September 17, 2013.**

The vendor acknowledges the right of the County of Will to reject any or all responses to the RFQ and to waive non-material informality or irregularity in any statement of qualifications received in whole or part as may be specified in the solicitation.

Should you have any questions regarding this RFQ, please contact Rita Weiss, Purchasing Director, on behalf of the Will County Board, at [rweiss@willcountyillinois.com](mailto:rweiss@willcountyillinois.com).

We welcome your proposal.

Sincerely,

Rita Weiss  
Purchasing Director

RW/mm

**ADVERTISEMENT OF REQUEST FOR QUALIFICATIONS  
FOR CONSULTING AND ENGINEERING SERVICES TO DEVELOP  
RFP FOR REPLACEMENT OF COUNTY-WIDE RADIO SYSTEM**

SEALED STATEMENTS OF QUALIFICATIONS TO THE REQUEST FOR QUALIFICATIONS (RFQ) FOR CONSULTING AND ENGINEERING SERVICES TO DEVELOP RFP FOR REPLACEMENT OF THE COUNTY-WIDE RADIO SYSTEM WILL BE RECEIVED AT THE WILL COUNTY PURCHASING DEPARTMENT, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, UNTIL THE HOUR OF 3:00 P.M., TUESDAY, SEPTEMBER 17, 2013.

SPECIFICATIONS AND CONDITIONS OF THE RFQ ARE AVAILABLE AT [www.demandstar.com](http://www.demandstar.com) OR [www.willcountyillinois.com](http://www.willcountyillinois.com) OR FROM THE PURCHASING DEPARTMENT, 2ND FLOOR, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, AND [purchasing@willcountyillinois.com](mailto:purchasing@willcountyillinois.com).

THE TENDERING OF A STATEMENT OF QUALIFICATION TO THE COUNTY SHALL BE CONSTRUED AS ACCEPTANCE OF THE SPECIFICATIONS AND TERMS OF THE RFQ. THE VENDOR ACKNOWLEDGES THE RIGHT OF THE COUNTY OF WILL TO REJECT ANY OR ALL STATEMENTS OF QUALIFICATION AND TO WAIVE NON-MATERIAL INFORMALITY OR IRREGULARITY IN ANY RESPONSE TO THE RFQ RECEIVED IN WHOLE OR IN PART, AS SPECIFIED IN THE SOLICITATION.

BY ORDER OF THE WILL COUNTY EXECUTIVE, LAWRENCE M. WALSH.

## INSTRUCTIONS TO VENDORS

### GENERAL SPECIFICATIONS:

You are invited to submit your statement of qualification to the Request for Qualifications (RFQ) for consulting and engineering services to develop a Request for Proposal (RFP) for the replacement of the current county-wide radio system.

### PROPOSALS:

Sealed statements of qualification will be received in the Purchasing Department, 2nd floor, Will County Office Building, 302 N. Chicago St., Joliet, IL 60432, **not later than Tuesday, September 17, 2013, at 3:00 p.m. "as so indicated by the time stamp clock of Will County"**. **STATEMENTS OF QUALIFICATION RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.**

Sealed statements of qualification must be made in accordance with the instructions contained herein. All specifications and terms as attached hereto shall be used to form the Contract for the work to be performed.

Statement of qualification shall be submitted to the County of Will in a sealed package marked with the vendor's name and address and the notation:

### **SEALED PROPOSAL: WILL COUNTY PROPOSAL FOR CONSULTING AND ENGINEERING SERVICES TO DEVELOP RFP**

### **PROPOSALS DUE: Tuesday, September 17, 2013 - 3:00 P.M.**

Sealed statements of qualification shall be addressed to the Will County Purchasing Department, Will County Office Building, 302 N. Chicago St., Joliet, IL 60432.

### **SIGNATURE OF PROPOSALS:**

The signature on statement of qualification documents shall be that of an authorized representative of vendor. An officer or agent of the offering vendor who is empowered to bind the vendor in a contract shall sign the statements of qualification and any clarifications thereto.

Each vendor, by making and signing his statement of qualification, represents that he has read and understands the solicitation documents. **Any statement of qualification not containing said signed documents shall be non-conforming and shall be rejected.**

### **PERFORMANCE BOND:**

No Performance Bond is required.

### **PROCEDURES:**

1. All statement of qualifications must be prepared as requested in the "Response to RFQ" section and submit One (1) original and Sixteen (16) copies.

2. A statement of qualifications is invalid if it has not been deposited at the designated location prior to the time and dates for receipt of RFQ indicated in the Advertisement for RFQ or prior to any extension thereof issued to the vendors.
3. Each vendor shall carefully examine all documents and all addenda thereto, and shall thoroughly familiarize itself with the detailed requirements thereof prior to submitting a statement of qualifications. Should a vendor find discrepancies, ambiguities or omissions in documents, or should it be in doubt as to their meaning, it shall at once, and in any event not later than seven (7) days prior to RFQ due date, notify the County of Will. The County, if necessary, will send written addendum to all vendors. The County of Will is not responsible for any oral instructions. All inquiries shall be directed to Rita Weiss in writing at [rweiss@willcountyillinois.com](mailto:rweiss@willcountyillinois.com). After RFQ's are received, the vendor will make no allowance for oversight.

#### **REJECTION OF RFQ'S:**

The vendor acknowledges the right of the County of Will to reject any or all statements of qualification, to waive any non-material informality or irregularity in any statements of qualification received, and to accept the statement of qualifications deemed most favorable to the interest of the County of Will after all have been examined and evaluated. In addition, the vendor recognizes the right of the County of Will to reject a statement of qualification if it is in any way incomplete or irregular.

#### **CONTRACT COMMENCEMENT:**

The contract is expected to commence on or after October 17, 2013.

#### **PRIME CONTRACTOR CERTIFICATION:**

Included in this packet is a prime contractor certification form. This form **must** be filled out, signed and returned with your proposal or it will not be considered.

#### **NON-DISCRIMINATION:**

The Contractor shall at all times observe and comply with any law, statute, regulation or the like relating in any way to civil rights including but not limited to the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.

#### **DEFAULT:**

In case of default by the successful vendor, the County of Will may procure the articles or services from other sources and may deduct from the unpaid balance due the successful vendor any of its costs resulting from the default, and the prices paid by the County of Will shall be considered the prevailing market price at the time such purchase is made.

**HOLD HARMLESS CLAUSE:**

The vendor will save and hold harmless the County of Will from and against all causes of action, liabilities, claims, demands and damages of whatsoever kind or nature arising out of or connected with the performance of services by the vendor, whether such injury, death, loss or damage shall have been occasioned by the negligence of the vendor, or a subcontractor of the vendor, or their employees, or otherwise. The vendor will defend at its own expense any actions based thereon and shall pay all charges of reasonable attorneys, all costs, damages and other expenses arising therefrom. All obligations arising from this clause shall survive termination of the agreement resulting from award of this proposal.

**PRICES:**

Prices shall remain in effect throughout the Contract.

**TAX EXEMPTION:**

The County of Will is exempt from Federal, State and Municipal Taxes.

**AWARDING OF PROPOSAL:**

The vendor acknowledges the right of the County of Will to reject any statements of qualification not in compliance with the RFQ and the right to reject all statements of qualification and the right to waive any non-material informalities or irregularities for any statements of qualification received, and to accept the most responsible, responsive statements of qualification after all responses have been examined and evaluated.

The statements of qualification is expected to be awarded at the October 17, 2013 meeting of the Will County Board.

**TERMINATION:**

Either party hereto may, at any time during the term hereof, terminate the contract, with or without cause, upon thirty (30) days written notice to the other party of such termination. At the end of said thirty (30) days notice period, the contract shall be terminated.

Immediately upon the termination of the contract for any reason, all debts, obligations and liabilities theretofore accrued between the vendor and Will County will be paid, performed and discharged except for the provisions of the Hold Harmless Clause which shall survive any termination of the Agreement resulting from the award of this proposal.

**COMPLIANCE WITH APPLICABLE LAW:**

In all aspects relative to the performance of their respective obligations under this contract, the vendor and Will County shall conduct their respective businesses in accordance with all applicable federal, state and local laws.

## **CHOICE OF LAW**

The response to this RFQ and any agreement connected herewith shall be governed by the laws of the State of Illinois, without regard to conflict of law provisions.

## **VENUE**

Venue for any cause of action related to this RFQ and any agreement connected herewith shall be in the Twelfth Judicial Circuit, Will County, Illinois.

## **ILLINOIS FREEDOM OF INFORMATION ACT**

Any and all submissions to the County of Will become the property of the County of Will and these and any late submissions will not be returned. Your proposal will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless you request in your proposal that we treat certain information as exempt. We will not honor requests to exempt entire proposals. You must show the specific grounds in FOIA or other law or rule that support exempt treatment. If you request exempt treatment, you must submit an additional copy of the proposal with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the proposal as possible. In the event the County of Will receives a request for a document submitted, the County of Will shall provide notice to contractor as soon as practicable. Regardless, contractor will be responsible for any costs or damages associated with defending your request for exempt treatment. Furthermore, contractor warrants that County of Will's responses to requests for a document submitted that is not requested to be exempt will not violate the rights of any third party.

Please be advised that if your proposal is accepted by the County of Will all related records maintained by, provided to, or required to be provided to the County of Will during the contract duration are subject to FOIA. In the event the County of Will receives a request for a document relating to contractor, its provision of services, or the arranging for the provision of services, the County of Will shall provide notice to contractor as soon as practicable and, within the period available under FOIA, contractor may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment. Furthermore, contractor will warrant that County of Will's responses to requests for a document relating to contractor, its provision of services, or the arranging for the provision of services, will not violate the rights of any third party.

Please be advised also that FOIA provides that any record in the possession of a party with whom the County of Will has contracted to perform a governmental function on behalf of the County of Will, and that directly relates to the governmental function and is not otherwise exempt under FOIA is considered a public record of the County of Will for purposes of FOIA. 5 ILCS 140/7(2). As such, upon request by the County of Will (or any of its officers, agents, employees or officials), the contractor shall provide to the County of Will at no cost and within the timeframes of FOIA a copy of any "public record" as required by FOIA and in compliance with the provisions of FOIA. After request by the County of Will, contractor may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment.

**SUBMITTAL REQUIREMENTS:**

Each of the following items shall be submitted by the time mentioned herein in order that the bid will be considered:

1. Complete original and Sixteen (16) copies of all submitted materials
2. Signed Copy of Prime Contractor Certification
3. Signed Copy of RFQ Form
4. Signed Copy of Addenda Form

**PRIME CONTRACTOR CERTIFICATION:**

The undersigned hereby certifies that \_\_\_\_\_  
Name of Bidder

is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Criminal Code of 1961.

\_\_\_\_\_  
Name of Bidder Title

\_\_\_\_\_  
Signature Date

Note: A person who makes a false certificate commits a Class 3 Felony.

Sections 33E-3 and 33E-4 provide as follows:

**33E-3. Bid-rigging.** A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a Contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from Contracting with any unit of State or local government. No corporation shall be barred from Contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to Contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

**33E-4 Bid rotating.** A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 Contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same Contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from Contracting with any unit of State or local government. No corporation shall be barred from Contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to Contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

Possible violations of Section 33 can be reported to the Office of the Will County State's Attorney at (815) 727-8453.

## **SCOPE OF SERVICES:**

Will County is soliciting a Request for Qualifications (RFQ) for consulting and engineering services to develop a Request for Proposal (RFP) for the replacement of our current county-wide radio system.

Will County owns, operates, and maintains an eight channel, eight site, EDACS trunked simulcast radio system, which provides service to twenty-four departments with 1700 subscriber units. Last year the system processed 5.5 million radio calls.

The consultant shall be able to perform and submit pricing for the issues listed below separately. This will give Will County the opportunity to delete an issue from the package if the committee so chooses.

1. Needs Assessment
2. System design concept with options and recommendations
3. Prepare any FCC License applications or FAA applications required
4. Purchase Specifications and Bid Documents
5. Pre-Bid Conference
6. Bid Evaluation
7. Contract Negotiation
8. Installation Monitoring
9. Acceptance Testing

Proposals will be reviewed for specification compliance, technical abilities and experience. The consultancy that meets the criteria and is in the County's best interest will be selected.

The County reserves the right to reject all proposals.

## **PROPOSAL SUBMISSIONS:**

The proposal should be presented to the Will County Purchasing Department by **no later than 3:00 P.M. on Tuesday, September 17, 2013**. The proposal should include all information necessary for the review committee and County Board to evaluate the capabilities of the firm. The proposal must be in a sealed package that is clearly marked, "Proposal for Consulting and Engineering Services to Develop RFP."

**ANTICIPATED TIMEFRAME:**

August 26, 2013 – Distribution of RFQ to potential bidders

September 17, 2013 – One (1) original and Sixteen (16) copies of all materials to be submitted by 3:00 p.m. to:

Will County Purchasing Department  
302 N. Chicago St.  
Joliet, IL 60432

September 19, 2013 – Qualifications distributed for review

September 23, 2013 – Firms selected to be interviewed

September 30, 2013 – Selected firms are interviewed

October 3, 2013 – Recommendation of selected, final firm to the October 17, 2013 Will County Board Meeting.

The selected, final firm will be notified and will be asked to meet to begin contract negotiations. If, after discussion and negotiation the parties do not agree on mutually acceptable terms, the County may terminate negotiations with the selected firm and, in its sole discretion, enter into negotiations with the next ranked firm, withhold the award, elect not to proceed, or re-solicit new statements of qualification.

Date Released: 8-26-13  
Due: 09-17-13, 3:00 P.M.

**RFQ FORM**  
**SUBMIT TO:**  
WILL COUNTY  
PURCHASING DEPARTMENT  
302 N. CHICAGO STREET  
JOLIET, IL 60432

**#2013-56 Consulting  
and Engineering Services**

The Bidder proposes to provide the  
Products and/or services in accordance  
with the specifications attached herein.

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

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

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

Please Check One:  
Minority Vendor

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

Yes \_\_\_\_\_ No \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

SOC. SEC # or

FEIN: \_\_\_\_\_

Agency Name and Delivery Address:	WILL COUNTY BOARD 302 N. CHICAGO STREET, JOLIET, IL 60432
For Additional information contact:	RITA WEISS, PURCHASING DIRECTOR, rweiss@willcountyillinois.com

Signed By: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Representative of Company

Date Released: 8-26-13  
Due: 09-17-13, 3:00 P.M.

**Receipt of Addenda Form:**  
WILL COUNTY  
PURCHASING DEPARTMENT  
302 N. CHICAGO ST  
JOLIET, IL. 60432

**#2013-56 Consulting  
and Engineering Services**

NAME \_\_\_\_\_ SOC. SEC. or  
F.E.I.N. # \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ Please check one:

CONTACT \_\_\_\_\_ Minority Vendor yes no

PHONE \_\_\_\_\_ FAX \_\_\_\_\_ EMAIL \_\_\_\_\_

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. \_\_\_\_\_, dated \_\_\_\_\_, signed \_\_\_\_\_

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No. \_\_\_\_\_, dated \_\_\_\_\_, signed \_\_\_\_\_

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No. \_\_\_\_\_, dated \_\_\_\_\_, signed \_\_\_\_\_

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. \_\_\_\_\_, dated \_\_\_\_\_, signed \_\_\_\_\_

**LATE RFQ'S CANNOT BE ACCEPTED!**

**Vendor Name & Address (From):**

**RFQ #:** 2013-56 Consulting and Engineering Services  
to Develop RQF

**DUE DATE:** 9/17/13

**DUE:** 3:00 P.M.

**DATED MATERIAL-DELIVER IMMEDIATELY**

**WILL COUNTY PURCHASING DEPARTMENT  
302 N. CHICAGO ST., 2<sup>ND</sup> FLOOR  
JOLIET, IL 60432**

PLEASE  
CUT OUT AND AFFIX THIS BID LABEL (ABOVE) TO  
THE OUTERMOST PACKAGE OF YOUR SEALED BID TO  
HELP ENSURE PROPER DELIVERY!

**LATE RFQ'S CANNOT BE ACCEPTED!**