



WILL COUNTY COURTHOUSE

**Professional Construction Management Services, Agency (CMA)
for the New Will County Courthouse**

Request for Qualifications



Rendering by Wight & Company, Darien, IL



OFFICE OF THE WILL COUNTY EXECUTIVE
LAWRENCE M. WALSH

Rita Weiss
Purchasing Director

(815) 740-4605
Fax (815) 740-4604
rweiss@willcountyillinois.com

December 11, 2015

To Whom It May Concern:

You are invited to submit your credentials in response to this Request for Qualifications (RFQ) for:

**Professional Construction Management Services, Agency (CMA)
for the New Will County Courthouse**

A **MANDATORY PRE-SUBMITTAL CONFERENCE** will be held on **Tuesday, December 22, 2015 at 9:00 A.M.** at the **Will County Office Building, County Board Room, 302 N Chicago St, Joliet, IL, 60432**. If you are planning to attend the conference, please contact Rita Weiss via email rweiss@willcountyillinois.com by **4:00 P.M., Monday, December 21, 2015** to register your company and names of attendees.

Respondents must be licensed to do business in the state of Illinois; and, demonstrate verifiable qualifications and experiences involving professional construction management services for county judicial or courthouse facilities.

Responses to this RFQ 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", Friday, January 22, 2016.**

The respondent acknowledges the right of the County of Will to reject any or all responses 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, at rweiss@willcountyillinois.com.

We welcome your response to this solicitation.

Sincerely,

Rita Weiss

Rita Weiss
Purchasing Director

**ADVERTISEMENT OF REQUEST FOR QUALIFICATIONS (RFQ):
PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES, AGENCY (CMa)
FOR THE NEW WILL COUNTY COURTHOUSE IN JOLIET, ILLINOIS**

SEALED RESPONSES TO THIS REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES, AGENCY (CMa) FROM FIRMS LICENSED TO DO BUSINESS IN THE STATE OF ILLINOIS; AND, THOSE HAVING VERIFIABLE QUALIFICATIONS AND EXPERIENCE WITH THE SUCCESSFUL COMPLETION OF NEW, COURTHOUSE BUILDINGS OF AT LEAST SIX (6) STORIES, INCLUDING A MINIMUM OF TWENTY-FOUR (24) COURTROOMS AND LOCATED WITHIN AN URBAN ENVIRONMENT 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., FRIDAY, JANUARY 22, 2016.

A MANDATORY PRE-SUBMITTAL CONFERENCE WILL BE HELD ON TUESDAY, DECEMBER 22, 2015 AT 9:00 A.M. AT THE WILL COUNTY OFFICE BUILDING, 302 N CHICAGO ST, JOLIET, IL, 60432. IF YOU ARE PLANNING TO ATTEND THE CONFERENCE, PLEASE CONTACT RITA WEISS VIA EMAIL rweiss@willcountyillinois.com BY 4:00 P.M., MONDAY, DECEMBER 21, 2015 TO REGISTER YOUR COMPANY AND NAMES OF ATTENDEES.

THE TERMS AND CONDITIONS OF THE RFQ ARE AVAILABLE AT www.demandstar.com OR 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.

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

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

INSTRUCTIONS TO RESPONDENTS

GENERAL REQUIREMENTS:

You are invited to submit your statement of qualifications to this Request for Qualifications (RFQ) for Professional Construction Management Services, Agency (CMa) for the new Will County Courthouse in Joliet, Illinois. Respondents to this RFQ must be licensed to do business in the State of Illinois; and, demonstrate verifiable qualifications and experience with the successful completion of new, courthouse buildings of at least six (6) stories, including a minimum of twenty-four (24) courtrooms and located within an urban environment.

PRE-SUBMITTAL CONFERENCE:

A **MANDATORY PRE-SUBMITTAL CONFERENCE** will be held on **Tuesday, December 22, 2015 at 11:00 A.M.** at the **Will County Office Building, County Board Room, 302 N Chicago St,** Joliet, IL, 60432. If you are planning to attend the conference, please contact Rita Weiss via email rweiss@willcountyillinois.com by **4:00 P.M., Monday, December 21, 2015** to register your company and names of attendees.

RESPONSES:

Sealed statements of qualifications will be received in the Purchasing Department, 2nd floor, Will County Office Building, 302 N. Chicago St., Joliet, IL 60432, **not later than Friday, January 22, 2016, at 3:00 p.m. "as so indicated by the time stamp clock of Will County"**. **STATEMENTS OF QUALIFICATIONS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.**

Sealed statements of qualifications must be made in accordance with the instructions contained herein. All terms and conditions as attached hereto shall be included in the contract for the work to be performed.

Statements of qualifications shall be submitted to the County of Will in a sealed package marked with the respondent's name and address and the notation:

SEALED RESPONSE: **RFQ FOR CM SERVICES, AGENCY (CMa)**
FOR THE NEW WILL COUNTY COURTHOUSE IN JOLIET, ILLINOIS

RESPONSES DUE: **Friday, January 22, 2016 - 3:00 P.M.**

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

SIGNATURE OF AUTHORIZED PERSONNEL:

The signature on statement of qualifications documents shall be that of an authorized representative of the firm, an officer or agent of the business entity who is empowered to bind the firm in a contract shall sign the statements of qualifications and any clarifications thereto.

Each respondent, by producing and signing a statement of qualifications, represents that he/she has read and understands the solicitation documents. **Any statement of qualifications not containing said signed documents shall be non-conforming and shall be rejected.**

PROCEDURES:

1. The statement of qualifications must be prepared as requested in the “Response to RFQ” section. One (1) original, twelve (12) copies and one (1) digital copy as a searchable PDF on a USB smart drive must be included in the sealed response package.
2. A statement of qualifications is invalid if it has not been deposited at the designated location prior to the time and date for receipt of RFQ indicated in the Advertisement for RFQ or prior to any extension thereof issued by the County of Will.
3. Each respondent 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 respondent find discrepancies, ambiguities or omissions in documents; or, be in doubt as to meaning, shall at once, and in any event not later than fourteen (14) days prior to RFQ due date, notify the County of Will. If necessary, the County of Will shall issue a written addendum to all respondents. 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. After responses are received by the County, the respondent will make no allowance for oversight.

REJECTION OF RESPONSES:

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

CONTRACT COMMENCEMENT:

The contract is expected to commence on or after April 30, 2016.

NON-DISCRIMINATION:

The respondent shall at all times observe and comply with any applicable laws, statutes, regulations 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 respondent, the County of Will may procure the services from other sources and may deduct from the unpaid balance due the successful respondent 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 respondent 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 respondent, whether such injury, death, loss or damage shall have been occasioned by the negligence of the respondent, or a sub-consultant of the respondent, or their employees, or otherwise. The respondent 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 a contract derived from this RFQ.

TAX EXEMPTION:

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

RESPONSE EVALUATIONS:

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

Rankings of the top three (3) respondents deemed most qualified and experienced based upon their respective statements of qualifications are expected to be presented during the regularly scheduled meeting of the Will County Board's Capital Improvements Committee in March 2016. The respondent deemed most qualified and experienced by the Evaluation Committee shall be assigned the highest ranking, [the number, one (1)]; and, the remaining respondents shall be ranked accordingly in ascending numeric order.

Also, the Will County Board's Capital Improvements Committee is expected to release the Will County Executive's Office to begin contract negotiations with the highest ranked respondent following the regularly scheduled meeting in March 2016. If contract negotiations with the highest ranked respondent reach a stalemate, the Will County Executive shall be authorized to begin contract negotiations with the second highest ranked respondent, following the identical process through the third highest ranked respondent, if required.

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 respondent and the County of Will shall be paid, performed and discharged except for the provisions of the Hold Harmless Clause which shall survive any termination of a contract resulting from this RFQ.

COMPLIANCE WITH APPLICABLE LAW:

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

CHOICE OF LAW

Responses 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 filed with 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. Responses 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 response that we treat certain information as exempt. We will not honor requests to exempt entire responses. 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 response with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the response as possible. In the event the County of Will receives a request for a document submitted, the County of Will shall provide notice to the respondent, as soon as practicable. Regardless, the respondent will be responsible for any costs or damages associated with defending any request for exempt treatment. Furthermore, respondent 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 response is accepted by the County of Will and a contract between the respondent and County of Will results for subsequent negotiations, 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 the respondent, its provision of services, or the arranging for the provision of services, the County of Will shall provide notice to the respondent as soon as practicable; and, within the period available under FOIA, respondent 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, respondent will be responsible for any costs or damages associated with defending the request for exempt treatment. Furthermore, respondent will warrant that County of Will's responses to requests for a document relating to the respondent, its provision of services, or the arranging for the 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 respondent 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, the respondent 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, the respondent 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 for the response to be considered:

1. One (1) complete original plus twelve (12) copies; and, one (1) digital copy as a searchable PDF of all submitted materials, on a USB smart drive
2. Signed Copy of RFQ Form
3. Signed Copy of Addenda Form (if Addendum is issued)
4. Signed Prime Consultant Certification Form

**REQUEST FOR QUALIFICATIONS (RFQ) FOR:
PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES, AGENCY (CMA)
FOR THE NEW WILL COUNTY COURTHOUSE IN JOLIET, ILLINOIS**

OVERVIEW:

The existing Will County Courthouse was constructed in 1969 to serve a population of approximately 250,000 local residents as both the county courthouse and center for county government. During the past four decades, sustained economic growth and an increasing residential population have placed an extraordinary demand for services on this facility. Over the years, incremental relocation of multiple county departments to other locations and modifications to the building's existing floor plans have helped alleviate the need for additional space. Despite this concerted effort, the existing Will County Courthouse is no longer viable as a secure and efficient venue for the proceedings of the Illinois 12th Judicial Circuit Court.

With this determination, extensive planning, programming and conceptual design have been underway resulting in project parameters for the new Will County Courthouse. Located one block west of the existing courthouse on county-owned real estate, the new building will be bounded by Jefferson Street to the north, Joliet Street to the west, Washington Boulevard to the south and Ottawa Street to the east. Included within the scope of this project, the existing four (4) story building at 50 W. Jefferson Street will be vacated and demolished to accommodate the new Will County Courthouse.

Preliminary plans call for an eight (8) to ten (10) story, 375,000 square foot building consisting of a minimum of thirty (30) courtrooms, offices for the Will County Clerk of the Circuit Court, sufficient administrative space and standard judicial building features. In addition to architectural appeal, the design team's focus on enhanced security, operational efficiency and sustainability will be in the forefront during each phase of the project. The total budget for this project is between \$125 and \$150 million, inclusive of all project costs.

A teaming commitment between the Owner, CMA and A/E is required during all project phases. Overall, the CMA shall be responsible for developing and maintaining the project schedule, budget, and quality management plan throughout pre-construction, construction and post-construction. Other expectations, duties, responsibilities and requirements that may occur as a result of responses to this RFQ will be further articulated by the County of Will during contract negotiations.

Project Schedule

The approximate timeline for this project is outlined as follows:

Pre-Construction Phase

Schematic Design	4 Months
Design Development	12 Months
Construction Documents	6 Months
Construction Procurement	2 Months

Construction Phase

Construction	24 Months
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Post-Construction Phase

Project Close-out/Owner Occupancy	3 Months
Warranty Period	per Contract
Anticipated Completion Date	December 2019

Pre-Construction Phase Services

Upon contract award, the CMA shall be responsible for developing and maintaining the detailed Master Project Schedule which, currently has a scheduled duration of fifty one (51) months. During the course of the project, the CMA shall meet with the A/E to arrange and coordinate working meetings with the Chief Judge and others from the 12th Judicial Circuit Court (12th CC), the Will County Clerk of the Circuit Court (WCCC), the Will County Executive (WCE), Will County Board Members and/or their designees (WCB), the Will County Sheriff's Department (WCSD), the Will County State's Attorney's Office (WCSA) and others as deemed necessary to address all project related design and construction issues while adhering to the Master Project Schedule.

Schematic Design

The Schematic Design shall include (at a minimum): a proposed site plan, physical size and characteristics of the building(s), preliminary elevations and sections; plus, contemplated building systems and corresponding operational layouts of the facility. An itemized cost estimate and baseline schedule for completion of design development and construction phase activities shall be prepared by the CMA and included for presentation to elected Will County Officials by the CMA and A/E for approval prior to proceeding with Design Development.

Design Development

1. Reconcile Schematic Design Phase schedule and budget with details derived from Design Development Phase.
2. Schedule / attend meetings with the A/E, 12th CC, WCCC, WCE, WCB, WCSD and WCSA, as required.
3. Research different construction materials for cost effectiveness and availability.
4. Consult with the A/E, 12th CC, WCE/B regarding site conditions, site use, site remediation and selection of building materials, systems and equipment.
5. Develop a provisional and final CPM schedule using industry standard software indicating methods and sequencing of procurement, permitting, construction and closeout. Include time requirements for sequences and durations, milestones date for receipt and approval of design documents, receipt of regulatory approvals and permits, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead times, project procurement schedule, and construction completion. This includes updates of project schedule for review and approval by the County of Will.
6. Provide and implement procedures for both quality control and schedule adherence.
7. Perform constructability reviews of the design documents, as required.
8. Provide detailed cost estimates at the 50, 75 and 100% Design Development milestones to include itemizations for each major trade. Identify perceived savings or overruns.
9. In conjunction with the A/E, 12th CC, WCE/B, develop value-engineering options, as required.

Construction Documents

1. At the 100% Design Development milestone, provide the Final Cost Estimate for the project, itemized in current CSI format that includes the CMA's detailed quantity take-offs and cost estimate for each Division. CMA shall utilize the Final Cost Estimate as the **costing model** for the project, towards which all project costs will be compared.
2. CMA understands that project will be bid at the trade level in accordance with all applicable federal, state and county requirements, including the Illinois Prevailing Wage Act, 820 ILCS 130/et seq.
3. In consultation with the County of Will and A/E, identify qualified, experienced local trade and specialty contractors for each major and special trade category as defined by the final cost estimate.
4. In conjunction with the A/E, subdivide the work into bid packages that encourage bids from qualified local and minority / women contractors, suppliers and vendors.
5. Provide a construction schedule (CPM) with precise timeline for release of bid packages.

Construction Procurement

1. Schedule and conduct pre-bid conferences in conjunction with the A/E.
2. Produce and distribute bid documents in conjunction with Will County's Director of Purchasing.
3. Plan, schedule and monitor bid activity, seeking clarifications on technical issues from the A/E.
4. Upon receipt of bids for all major trade categories, reconcile total project cost with both the CMA's pre-established Project Budget (developed during SD) and Final Cost Estimate (developed at 100%) DD for presentation to the County of Will.
5. In accordance with established protocols and meeting schedules, present recommendations for award of trade contracts to the WCB.

Construction Phase

1. Maintain experienced, qualified, full-time, on-site, staff for construction, quality and safety management.
2. Establish and maintain industry standard trade coordination procedures.
3. Schedule and coordinate completion of all "Mock-Ups" required by the A/E.
3. Develop and maintain a detailed schedule (CPM) including delivery, approvals, inspections, testing, construction and occupancy.
4. Schedule, conduct and provide precise documentation for weekly job site coordination / safety meetings.
5. Proactively ensure trade contractor compliance with contract documents, project schedule, safety protocols and quality control standards.
6. Maintain a user-friendly, efficient, system for tracking review and approval of all submittals.
7. Maintain records and submit bi-weekly reports and formal monthly reports to the County of Will.
8. Develop and provide cost controls through monthly progress payment review and verifications according to the approved schedule and contract amounts.
9. Ensure that trade contractors develop and maintain as-built drawings for the duration of the project.
10. Facilitate and coordinate FF&E installations with the A/E on behalf of the County of Will.
11. Coordinate post-completion activities, including the assembly of guarantees, manuals, closeout documents, training, regulatory approvals and final acceptance by the County of Will.
12. Coordinate and monitor resolution of remaining all punch-list items to the complete satisfaction of the County of Will.
13. Coordinate all building systems commissioning requirements.

Post Construction Phase

1. Provide move management services for the County of Will, as required.
2. Finalize as-built drawings and submit to the A/E for compilation of record documents.
3. Assist the County of Will in transition to occupancy
4. Receive, record and address all warranty issues.
5. Resolve all warranty issues to the satisfaction of the A/E, 12thCC, WCCC, WCE/B, WCSD and WCSA.

TENTATIVE DATES / SELECTION PROCESS / PROJECTED MILESTONES:

Dec. 11, 2015	Distribution of RFQ to potential respondents
Dec. 22, 2015	Mandatory Pre-Submittal Conference
Jan. 08, 2016	Deadline for receipt of written questions, submit to: rweiss@willcountyillinois.com
Jan. 15, 2016	Issuance of addenda responding to written questions
Jan. 22, 2016	One (1) original, twelve (12) copies, and one (1) digital copy as a searchable PDF of all submitted materials on USB smart drive by 3:00 PM to: Will County Purchasing Department 302 North Chicago Street Joliet, IL 60432
Feb. 01, 2016	Qualifications distributed to Evaluation Committee
Feb. 09, 2016	Evaluation Process Completed
Feb. 23, 2016	Interviews
Mar. 01, 2016	Evaluation Committee results presented to the Will County Capital Improvements Committee. Committee authorizes contract negotiations
Mar. 17, 2016	Contract Award Resolution for Will County Board review and approval

The firm receiving the highest ranking by the Evaluation Committee will be notified and asked to begin contract negotiations following approval by the Capital Improvements Committee. If, after discussion and negotiation the parties do not agree on mutually acceptable terms, the County of Will 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 proposals.

PRIME CONTRACTOR CERTIFICATION:

The undersigned hereby certifies that _____

Company Name

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 Authorized Representative

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.

**RFQ FORM
SUBMIT TO:**

**Date Released: Dec. 11, 2015
Due: Jan. 22, 2016, 3:00 P.M.**

WILL COUNTY
PURCHASING DEPARTMENT
302 N. CHICAGO STREET
JOLIET, IL 60432

**#2016-53 RFQ
CMA Services
Will County
Courthouse**

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____ Please Check One:

CONTACT: _____ Minority Vendor
Yes _____ No _____

PHONE: _____ FAX: _____ SOC. SEC # or
FEIN: _____

EMAIL: _____

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

Receipt of Addenda Form:

Date Released: Dec. 11, 2015
Due: Jan. 22, 2016, 3:00 PM

WILL COUNTY
PURCHASING DEPARTMENT
302 N. CHICAGO ST
JOLIET, IL. 60432

#2016-53 RFQ
CMa Services
Will County
Courthouse

COMPANY 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 RFQ is hereby acknowledged:

No. _____, dated _____, signed _____

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**LATE RESPONSES CANNOT BE
ACCEPTED!**

<u>Respondents Return Address:</u>	
<u>RFQ #:</u>	2016-53 RFQ for CMA Services
<u>DUE DATE:</u>	01/22/2016
<u>DUE:</u>	3:00 P.M.
DATED MATERIAL-DELIVER IMMEDIATELY WILL COUNTY PURCHASING DEPARTMENT 302 N. CHICAGO ST., 2ND FLOOR JOLIET, IL 60432	

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

**LATE RESPONSES CANNOT BE
ACCEPTED!**