



OFFICE OF WILL COUNTY EXECUTIVE LAWRENCE M. WALSH

Rita Weiss
Purchasing Director

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rweiss@willcountyillinois.com

January 5, 2016

To Whom It May Concern:

You are invited to submit your sealed bid for the **Phase II Facility Remodel for State's Attorney, Will County Court Annex, 57 N. Ottawa St., Joliet, IL, 60432.**

A 10% bid Bond or Cashier's check made payable to the Will County Treasurer MUST accompany your sealed bid, or it will not be considered. Money Orders or Company checks will not be accepted.

A MANDATORY PRE-BIDDERS CONFERENCE will be held on **Tuesday, January 12, 2016 at 10:00 A.M.** at **57 N. Ottawa St., Joliet, IL, 60432.**

Sealed bids will be received in the Purchasing Department, 2nd floor, Will County Office Building, 302 N. Chicago Street, Joliet, IL. 60432, not later than **10:00 A.M., Monday, January 25, 2016.**

Bids will be publicly opened and read by the Will County Executive or his Representative at **10:10 AM, Monday, January 25, 2016** at the Will County Office Building, 302 N. Chicago Street, 2nd Floor, Joliet, IL 60432.

The bidder acknowledges the right of the County of Will to reject any bids not in compliance with the request for bids and the right to reject any and all bids and the right to waive any non-material informalities or irregularities for any bid received and to accept the lowest responsible, responsive bid after all bids have been examined and evaluated.

All questions pertaining to this bid and/or the scope of services should be directed via Email to the Purchasing Director at rweiss@willcountyillinois.com.

We welcome your bid.
Sincerely,

Rita Weiss

Rita Weiss
Purchasing Director

ADVERTISEMENT OF BID

**PHASE II FACILITY REMODEL, 57 N. OTTAWA STREET, JOLIET, IL, 60432
FOR THE STATE'S ATTORNEY, WILL COUNTY COURT ANNEX**

YOU ARE INVITED TO SUBMIT A BID FOR THE **PHASE II FACILITY REMODEL FOR STATE'S ATTORNEY, WILL COUNTY COURT ANNEX, 57 N. OTTAWA ST., JOLIET, IL, 60432.**

A MANDATORY PRE-BID CONFERENCE WILL BE HELD ON **TUESDAY, JANUARY 12, 2016 AT 10:00 A.M., AT 57 N. OTTAWA ST., JOLIET, IL, 60432.**

BIDS WILL BE RECEIVED AT THE WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO STREET, 2ND FLOOR PURCHASING, JOLIET, IL. 60432, NO LATER THAN **10:00 A.M., MONDAY, JANUARY 25, 2016.** BIDS WILL BE PUBLICLY OPENED AND READ BY THE WILL COUNTY PURCHASING DIRECTOR AT **10:10 A.M., MONDAY, JANUARY 25, 2016,** AT THE WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO STREET, JOLIET, IL. 60432, 2ND FLOOR.

SPECIFICATIONS AND CONDITIONS OF THE BID ARE AVAILABLE AT WWW.DEMANDSTAR.COM AS WELL AS THE PURCHASING DEPARTMENT, WILL COUNTY OFFICE BUILDING, 302 NO. CHICAGO ST., 2ND FLOOR, JOLIET, IL 60432, (815) 740-4605 OR PURCHASING@WILLCOUNTYILLINOIS.COM .

THE TENDERING OF A BID TO THE COUNTY SHALL BE CONSTRUED AS ACCEPTANCE OF THE SPECIFICATIONS. THE COUNTY OF WILL RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS OR PROPOSALS OR TO WAIVE ANY NON-MATERIAL INFORMALITY OR IRREGULARITY.

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

NOTICE TO BIDDERS

PHASE II FACILITY REMODEL, 57 N. OTTAWA STREET, JOLIET, IL, 60432 FOR THE STATE'S ATTORNEY, WILL COUNTY COURT ANNEX

You are invited to submit your sealed bid for the Phase II Facility Remodel located at 57 N. Ottawa Street, Joliet, IL, 60432 for the State's Attorney, Will County Court Annex.

PRE-BID CONFERENCE:

A **MANDATORY PRE-BIDDERS CONFERENCE** will be held on **TUESDAY, JANUARY 12, 2016, AT 10:00 A.M.** at **57 N. OTTAWA STREET**, Joliet, IL, 60432.

No allowance will be made subsequently in this condition on behalf of any Bidder for any error or negligence on his part. If you do not attend this meeting or arrive late, you will not be permitted to bid. No exceptions will be made.

SEALED BIDS:

Sealed bids will be received in the Purchasing Department, 2nd floor, Will County Office Building, 302 N Chicago Street, Joliet, IL. 60432, not later than **10:00 A.M., MONDAY, JANUARY 25, 2016.** **BIDS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.**

Bids will be publicly opened and read by the Will County Executive or his Representative at **10:10 A.M., MONDAY, JANUARY 25, 2016** at the Will County Office Building, 302 N Chicago Street, 2nd Floor, Joliet, IL 60432.

Bids must be made in accordance with the instructions contained herein.

The **complete set of Contract Documents shall be submitted** with the bid, in triplicate with **ONE ORIGINAL (CLEARLY MARKED), TWO COPIES (CLEARLY MARKED).**

Bids shall be submitted on the forms furnished by the County of Will in a sealed package, plainly marked, with the bidder's name, address, and the notation:

SEALED BID: **PHASE II FACILITY REMODEL, 57 N. OTTAWA STREET, JOLIET, IL, 60432
FOR THE STATE'S ATTORNEY, WILL COUNTY COURT ANNEX**

BIDS DUE: **MONDAY, JANUARY 25, 2016, 10:00 AM**

Bids shall be addressed to the Will County Purchasing Department, Will County Office Building, 302 N. Chicago Street, Joliet, IL. 60432.

TAX EXEMPTION:

The County of Will is exempt from Federal, State and Municipal Taxes. Tax Exemption #E9992-5737 - 07

SIGNATURE OF BIDS:

The **signature on bid documents shall** be that of an authorized representative of bidder. An officer of or agent of the offering bidder who is empowered to bind the bidder in a Contract shall sign the proposal and any clarifications to that proposal. Will County bears no responsibility in determining the authority of the signer and is entitled to rely on the representation of authority.

Each bidder, by making his bid, represents that he has read and understands the bidding documents.
Any bid not containing said signed documents shall be non-conforming and shall be rejected.

BID SECURITY:

A 10% Bid Bond or Cashier's Check made payable to the Will County Treasurer shall accompany each bid, attached to the front cover, as a guarantee that if the bid is accepted, a Contract will be entered into. **Money Orders or Company checks will not be accepted.** The unsuccessful bidders' checks will be returned after the County Board has awarded the bid. The bid bond or cashier's check of the successful bidder will be returned after being replaced with their performance and payment bonds. Failure to reach a contract with the County, on the terms as specified by this bid, shall require the forfeiture of this bond.

PERFORMANCE AND PAYMENT BONDS REQUIRED FROM SUCCESSFUL BIDDER:

- a. A performance bond on the part of the contractor for one hundred percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- b. A payment bond on the part of the contractor for one hundred percent (100%) of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

The Performance and Payment Bonds will be returned at the completion of the Contract.

BIDDING PROCEDURES:

1. All bids must be prepared on the forms provided by the County and submitted in triplicate, with **ONE ORIGINAL (CLEARLY MARKED), TWO COPIES (CLEARLY MARKED)**, in accordance with the Instructions to bidders.
2. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for bids or prior to any extension thereof issued to the bidders.
3. Unless otherwise provided in any supplement to the Instructions to bidders, no bidder shall modify, withdraw or cancel his bid or any part thereof for sixty (60) days after the time designated for the receipt of bids in the Advertisement for bids.
4. Changes or corrections may be made in the bid documents after they have been issued and before bids are received. In such cases a written addendum describing the change or correction will be issued by the County of Will to all bidders recorded by the County of Will as having received the bidding documents and will be available for inspection wherever issued. Such addendum shall take precedence over that portion of the documents concerned, and shall become part of the bid documents. Except in unusual cases, addendum will be issued to reach the bidders at least five (5) days prior to date established for receipt of bids.
5. Each bidder shall carefully examine all bid documents and all addenda thereto, and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than seven (7) days prior to bid due date, notify the County of Will, who will, if necessary, send written addendum to all bidders. The County of Will will not be responsible for any oral instructions. All inquiries shall be directed to the Purchasing Director in writing at rweiss@willcountyillinois.com. After sealed bids are received, the bidder will make no allowance for oversight.

CONTRACTOR CERTIFICATION OF ELIGIBILITY TO BID:

Included in this bid package is a Contractor Certification of Eligibility to Bid form. This form must be filled out and returned with your sealed bid package or it will not be accepted.

TYPES OF INSURANCE:

1. Worker's compensation insurance. The Bidder shall procure worker's compensation insurance as required by applicable state law for all of his employees who would be engaged in work on the project. In case any class of employees engaged in any work on the project under this Contract is not protected under the worker's compensation statute, the Contractor shall provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. In addition, the Contractor will provide employer's liability (coverage B) in the amount of \$500,000.00.
2. Comprehensive General Liability and Property Damage Insurance. Bidder's Comprehensive General and Property Damage Insurance shall be in an amount not less than \$500,000.00 for injuries including accidental death to any one person and not less than \$500,000.00 on account of any one occurrences and property damage insurance including completed operations broad form in an amount not less than \$100,000.00 or \$500,000.00 combined single limit bodily injury and property damage.
3. Motor Vehicle Insurance. The Bidder shall furnish and maintain at his own expense, comprehensive motor vehicle liability insurance covering the use of all owned, non-owned or hired motor vehicles and that the limits on said policy for bodily injury including death resulting therefrom shall be not less than \$250,000.00 for each person and \$500,000.00 for each occurrence and property damage coverage of not less than \$100,000.00.
4. Owner's Protective Liability Insurance. The Bidder shall protect the County or its assignee, if any, from contingent responsibility arising from the work performed under this Contract by adding these parties as named insured as a rider to the specified Comprehensive General Liability and Property Damage Insurance Policy in an amount not less than \$500,000.00 per occurrence. The named insured in this Comprehensive General Liability and Property Damage Insurance Policy shall be: County of Will, 302 N. Chicago St., Joliet, IL. 60432.

RISK OF LOSS:

The Bidder shall assume all risks for loss or damages to materials whether stored on the site or elsewhere, or to tools or equipment owned or rented by the Contractor, and he shall maintain such insurance as he may deem necessary to protect himself against such loss or damage.

PROOF OF CARRIAGE OF INSURANCE:

1. The Bidder shall furnish the owner at the time of bidding, with certificates showing the type, amount, class or operations covered, effective dates and dates or expiration of policies, which policies shall specifically refer to the indemnity agreement. Such certificates shall also contain substantially the following statement: "The Insurance covered by this Certificate will not be canceled or materially altered except after 30 days written notice has been received by all named insured." **Any bid not containing said proof of insurance shall be non-conforming and shall be rejected.**
2. All policies shall substitute the word "Occurrence" for "accident" for both bodily and property damage. "Occurrence" shall be defined to mean an event or series of events or continuous or repeated exposure to conditions, which unexpectedly cause injury or damage during the policy period.

3. All insurance coverage shall be provided by insurance companies maintaining a financial strength and claims paying ability rating no lower than “A” MINUS “VIII” as rated by the 1999 or most current AM Bests Insurance Guide.

PREVAILING WAGE:

The Illinois Prevailing Wage Act (820 ILCS 130/1, et seq.), Public Act 86-799 that provides in part, that the Contractor(s), Subcontractor(s), etc. shall pay to all laborers, workers and mechanics performing work under the contract, not less than the prevailing rate of wages determined by the “Illinois Department of Labor.”

ASSIGNMENT AND SUBLET OF CONTRACT:

The Bidder shall not sublet or assign this contract or any portion thereof, without prior written consent of the County.

APPROPRIATION OF FUNDS:

In the event the Will County Board fails to appropriate funds for this Agreement, the obligations of both the Bidder and the County will cease immediately without any penalty or liquidated damages or any other payments.

CONFLICT OF INTEREST:

By submitting a bid, the Bidder certifies that no person holding any County office, elected or appointed, has any direct or indirect interest in this Contract, or in any transfer of benefits from this Contract. Breach of this certification shall lead to rejection of this bid or cancellation of the resulting contract. Contractor shall also be liable for any damages caused by this breach.

REJECTION OF BIDS:

The bidder acknowledges the right of the County of Will to reject any and all proposals for cause and to waive non-material informality or irregularity in any bid received, and to accept the bid deemed most favorable to the interest of the County of Will after all bids have been examined and evaluated.

DEFAULT:

In case of default by the successful bidder, the County of Will may procure the articles or services from other sources and may deduct from any unpaid balance due the successful bidder any increase in cost to the county as a result of said default, or may collect against the bond or surety for excess costs so paid, and the prices paid by the County of Will shall be considered the prevailing market price at the time such purchase is made.

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 775 ILCS 10/1, et seq..

TAXES:

The Contractor shall pay all applicable sales, use, service use, service occupation, social security, and other taxes, levies, assessments, and duties, and shall make income tax deductions, all as required by local, State and Federal law.

CHOICE OF LAW AND VENUE:

The bid and this agreement shall be governed by the laws of the State of Illinois, without regard to conflict of law provisions. Venue for any cause of action related to this bid or agreement shall be the Twelfth Judicial Circuit, Will County, Illinois.

RIGHT OF THE COUNTY TO TERMINATE CONTRACT:

1. If any of the Provisions of the Contract are violated by the Contractor, or if the Contractor shall disregard applicable law, ordinances, rules or regulations or work requirements as spelled out in the bid specifications, or the Contractor shall be adjudged as bankrupt or make a general assignment for the benefit of creditors, or if a receiver should be appointed for the Contractor, or if at any time during the progress of the work the Contractor should allow any indebtedness to accrue for labor, material, or equipment, and should the Contractor fail to pay for labor, material, or equipment, and should the Contractor fail to pay and discharge the same within 5 days after demand made by the person or persons furnishing such labor, material or equipment, the County may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract. Unless within 10 days after the serving of such notice upon the Contractor, such violation or other matter shall have been corrected or satisfactory arrangement for correction have been made, the Contractor shall, upon the expiration of said 10 days, at County's option, cease and terminate work. The Contract shall then be null and void. Any additional work undertaken by the Contractor shall not be reimbursed by the County.
2. In the event of any such termination, the County shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within 10 days from the date of the mailing of such Surety of notice of termination, the County may take over work and prosecute the same to completion by other Contract or by force. Contractor shall be liable to the County for any excess cost to the County occasioned thereby, and in such event the County may take possession of and utilize in completing the work, such material, equipment and the like as may be on the project site of the work and necessary therefore.
3. The County or its assign may terminate this agreement by giving the Contractor written notification of termination of this agreement by registered United States Mail, sufficient postage prepaid, return receipt requested, addressed to the Contractor at its address stated in the Contract, at least 14 days prior to termination, with service of such notice conclusively presumed to be received on date of dispatch. In such event, the Contractor shall only be entitled to receive a prorated payment for work actually performed pursuant to the Contract through date of termination. This method of termination shall be in addition to any other methods of termination previously mentioned or that may come about by operation of law.

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 140/1, et seq.) 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 shall then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the detailed justification for such exemption. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment or violation of applicable time periods. 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, 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 shall 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.

EVALUATION CRITERIA:

Several criteria will be used to evaluate the qualifications and reliability of potential Bidders, including, but not limited to: length of time the contractor has been in business, compliance with regulations, experience with similar clients, references, demonstrated understanding of the bid documents, conformity with specifications, inclusion of mandatory forms (proof of insurance, etc) and price.

AWARDING OF BID:

The bidder acknowledges the right of the County of Will to reject any bids not in compliance with the request for bids and the right to reject any and all bids and the right to waive any non-material informalities or irregularities for any bid received and to accept the lowest responsible, responsive bid after all bids have been examined and evaluated.

The Bid is expected to be awarded at the February 18, 2016 meeting of the Will County Board.

SUBMITTAL REQUIREMENTS:

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

1. Bid Bond or Cashier's Check
2. Signed Copy of Prime Contractor Certification
3. Signed Bid Form & Receipt 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 non-collusive 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.

LATE BIDS CANNOT BE ACCEPTED!

Vendor Return Address:

SEALED BID DOCUMENT

BID #: 2016-52 ANNEX REMODEL – PHASE II
DUE DATE: MONDAY, JANUARY 25, 2016
DUE: 10:00 A.M.

DATED MATERIAL- DELIVER IMMEDIATELY TO:

**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 ENVELOPE OF YOUR SEALED BID TO
HELP ENSURE PROPER DELIVERY!

LATE BIDS CANNOT BE ACCEPTED!