



OFFICE OF WILL COUNTY EXECUTIVE
LAWRENCE M. WALSH

Will County Office Building – 302 N Chicago Street – Joliet, Illinois 60432

Kevin Lynn
Purchasing Director

(815) 740-4712
Fax (815) 740-4604
klynn@willcountyillinois.com

January 31, 2020

To Whom It May Concern:

You are invited to submit your sealed bid for the emergency system upgrades at the Community Health Center, 1106 Neal Ave, Joliet, IL, contract.

Specifications are attached hereto and are considered part of the SEALED BID package.

An optional **site visit** is scheduled for **11:00 AM, Monday, February 10, 2020** at **Community Health Center, 1106 Neal Ave, Joliet, IL.**

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

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 1:00 PM, Thursday, February 19, 2020.**

Bids will be publicly opened and read by the Will County Executive or his Representative at **1:10 PM, Thursday, February 19, 2020** at the Will County Office Building, 302 N. Chicago Street, 2nd Floor, Joliet, IL 60432.

The County of Will reserves the right to accept or reject any or all bids received.

Should you have any questions regarding this bid, please submit them in writing to Kevin Lynn, Purchasing Director, at klynn@willcountyillinois.com.

We welcome your bid.

Sincerely,
Kevin Lynn

**ADVERTISEMENT OF BID
EMERGENCY SYSTEM UPGRADES CONTRACT
WILL COUNTY COMMUNITY HEALTH CENTER**

SEALED BIDS FOR THE EMERGENCY SYSTEM UPGRADES AT COMMUNITY HEALTH CENTER WILL BE RECEIVED AT THE PURCHASING DEPARTMENT, 2ND FLOOR OF THE WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, UNTIL THE HOUR OF **1:00 PM, THURSDAY, FEBRUARY 19, 2020.**

AN **OPTIONAL SITE VISIT** IS SCHEDULED FOR **11:00 AM, MONDAY FEBRUARY 10, 2020** AT **COMMUNITY HEALTH CENTER, 1106 NEAL AVE., JOLIET, IL.**

SEALED BIDS WILL BE PUBLICLY OPENED AND READ BY THE WILL COUNTY EXECUTIVE OR HIS REPRESENTATIVE AT **1:10 PM, THURSDAY, FEBRUARY 19, 2020**, AT THE WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO STREET, COUNTY BOARD ROOM, JOLIET, IL, 60432.

SPECIFICATIONS AND CONDITIONS OF THE BID ARE AVAILABLE AT www.willcountyillinois.com, www.demandstar.com, AS WELL AS THE PURCHASING DEPARTMENT, 2ND FLOOR, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, (815) 740-4605 OR EMAIL purchasing@willcountyillinois.com.

THE TENDERING OF A BID 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 RECEIVED.

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

**INSTRUCTIONS TO BIDDERS
EMERGENCY SYSTEM UPGRADES CONTRACT
COMMUNITY HEALTH CENTER**

You are invited to submit your sealed bid for the emergency system upgrades at the Community Health Center.

A. SITE VISIT:

An **Optional Site Visit** is scheduled for **11:00 AM, Monday February 10, 2020** at **Community Health Center**, 1106 Neal Ave., Joliet, IL in order to examine site and building to satisfy yourself fully as to all the existing conditions under which you will be obliged to work. No allowance will be made subsequently, in this condition, on behalf of any Bidder for any error or negligence on bidder's part.

B. SEALED BIDS:

Sealed bids will be received in the Purchasing Department, 2nd floor of the Will County Office Building located at 302 N. Chicago Street, Joliet, IL, 60432, **not later than 1:00 PM, Thursday, February 19, 2020.** **BIDS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.**

Sealed bids will be publicly opened and read aloud by the Will County Executive or his representative at **1:10 PM, Thursday, February 19, 2020** 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.

Bid forms shall be completely filled out either typewritten or in ink. The **complete set of contract documents must be submitted** with the proposal, in triplicate with **ONE ORIGINAL AND TWO COPIES, CLEARLY MARKED. BIDS WHICH FAIL TO SUBMIT THE ENTIRE COMPLETED BID PACKAGE AND CONTRACT CLEARLY MARKED WILL BE REJECTED, WILL BE NON-CONFORMING, AND WILL NOT BE ACCEPTED.**

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: WC Emergency System Upgrades AT CHC CONTRACT
BIDS DUE: THURSDAY, FEBRUARY 19, 2020 - 1:00 PM

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

C. SIGNATURE OF BIDS:

The **signature on bid documents must** be that of an authorized representative of bidder. An officer 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.

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 will be rejected.**

D. 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 bid bond should be based on 10% of bid. 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 bond.

E. PERFORMANCE BOND:

A Performance Bond for the amount of the Contract will be required from the successful bidder and shall be valid throughout the life of the Contract. The Performance Bond will be returned at the completion of the Contract. If it is difficult to acquire a Performance Bond by the time of the Contract is to commence, the County of Will will accept a letter notarized by the Insurance Carrier showing that such Bond is being processed.

F. PRIME CONTRACTOR CERTIFICATION:

Included in this bid package is a prime Contractor certification form. This form must be filled out and returned with your sealed bid package or the bid package **will not be accepted and shall be non-conforming and shall be rejected.**

G. BIDDING PROCEDURES:

1. All bids must be prepared on the forms provided by the County and submitted in triplicate, with **ONE ORIGINAL AND TWO COPIES OF THE ENTIRE COMPLETED BID PACKAGE AND CONTRACT, CLEARLY MARKED,** in accordance with the Instructions to bidders. **Any bid packages not containing ONE ORIGINAL AND TWO COPIES OF THE ENTIRE COMPLETED BID PACKAGE AND CONTRACT, CLEARLY MARKED shall be non-conforming and shall be rejected.** The entire bid package are the terms of the agreement.
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. This duration is in place in case selected contractor fails to perform in April 2020.
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 attending the pre-bid conference. Such addenda shall take precedence over that portion of the documents concerned, and shall become part of the bid documents. Except in unusual cases, addenda will be issued to reach the bidders at least five (5) days prior to date established for receipt of bids. **If the signed Receipt of Addenda form is not included in the bid package and contract (EVEN IF NO ADDENDA ARE ISSUED), the bid package and contract shall be non-conforming and shall be rejected.**
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 five (5) days prior to bid due date, notify the County of Will, which will, if necessary, send written addenda 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 Klynn@willcountyillinois.com. After sealed bids are received, the bidder will make no allowance for oversight.

H. TAX EXEMPTION:

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

I. WORDS AND FIGURES:

Where amounts are given in both words and figures, the words shall govern. If the amount is not written in words the unit cost will take precedence over the extended price in case of a discrepancy in the multiplication.

J. CONTRACT DURATION:

The Contract is to commence after County Board Approval on March 19, 2020. Work must be **completed on or before August 30, 2020.**

K. REJECTION OF BIDS:

The bidder acknowledges the right of the County of Will to reject any and all bids received.

L. 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.

M. 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.

N. EQUAL EMPLOYMENT OPPORTUNITY:

Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750

O. PAYMENT PERIOD:

Monthly billing to the Will County Building Maintenance Department should begin on the 30th day of the month after commencement. Payment to the Contractor by the County shall be pursuant to the Local Government Prompt Payment Act.

P. RISK OF LOSS:

The Contractor 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.

Q. TYPES OF INSURANCE:

1. **Worker's compensation insurance.** The Contractor 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 workmen'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. **Contractor's comprehensive general liability and property damage insurance.** Contractor'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 combined single limit bodily injury and property damage.
3. **County's protective liability insurance.** The Contractor shall protect the County or its assignee, if any, from contingent responsibility arising from the work, project operation performed under this

Contract by adding these parties as named insured as a rider to the general Contractor specified comprehensive general liability policy shall be: County of Will, 302 North Chicago Street, Joliet, Ill, 60432.

R. PROOF OF CARRIAGE OF INSURANCE:

1. The Contractor shall furnish the County 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 thirty (30) days written notice has been received by all named insured." **Any bid not containing said proof of insurance shall be nonconforming 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 Best's Insurance Guide.

S. 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.

T. 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.

U. 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 five (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 ten (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 ten (10) days, at County's option, cease and terminate work. The Contract shall then be null and void.
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 ten (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. Notwithstanding anything contained herein to the contrary, failure to comply with or perform the services required shall be cause for termination.
4. 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 fourteen (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 and satisfactorily performed pursuant to the Contract through date of termination.
5. In the event that any of the Will County Offices should move to a different location, notice will be given a minimum of sixty (60) days prior to said move.

V. 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*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 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, 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.

W. ADVERTISEMENTS:

The bidder shall not place or maintain any signs, bills, posters, or other advertisements in or about the building, except by written permission of County of Will.

X. AWARDING OF BID:

The bid is expected to be awarded after the March 19, 2020 meeting of the Will County Board.

Y. SUBMITTAL SUMMARY REQUIREMENTS:

Each of the following items **must** be submitted by the bid time mentioned herein in order that the bid will be considered. **Any bid not containing items 1-6 below shall be non-conforming and shall be rejected:**

1. 10% Bid Bond or Cashier's Check
2. Certificates of Insurance
3. **Signed** Copy of Prime Contractor Certification
4. **Signed** Bid Form
5. **Signed** Receipt of Addenda Form
6. One original and two copies of entire Bid Package.

PRIME CONTRACTOR CERTIFICATION

The undersigned hereby certifies that _____

Name of Company

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 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.

SPECIFICATIONS/PHOTOS/DRAWINGS ATTACHED

BID FORM

Date Mailed:
Due: 2-19-20, 1:00 P.M.
Open: 2-19-20, 1:10 P.M.

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

CONTRACT FOR
Emergency System Upgrades at CHC
2020-48 WC

BUILDINGS

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

COMPANY NAME _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
CONTACT _____ E-MAIL _____
PHONE _____ FAX _____ FEIN# _____

For additional information contact:

KEVIN LYNN, PURCHASING DIRECTOR, klynn@willcountyillinois.com

NEW GENERATOR, 1106 NEAL AVE., JOLIET IL

DESCRIPTION	COST
Salvage/Resale savings of existing generator*	\$
Construction Cost	\$
Total Cost Emergency System Upgrades at CHC	\$
TOTAL CONTRACT AMOUNT WRITTEN IN WORDS. IN CASE OF DISCREPANCY, THE AMOUNT IN WORDS SHALL GOVERN. _____	

* The County of Will reserves the right to deduct this from total project if it determines to reuse at another facility.

ADDENDUM FORM

Date Mailed:
Due: 2-19-20, 1:00 P.M.
Open: 2-19-20, 1:10 P.M.

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

CONTRACT FOR
Emergency System Upgrades at CHC
2020-48 WC

BUILDINGS

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

COMPANY NAME _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
CONTACT _____ E-MAIL _____
PHONE _____ FAX _____ FEIN# _____

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

No. _____, dated _____, signed _____

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

No. _____, dated _____, signed _____

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

No. _____, dated _____, signed _____

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

No. _____, dated _____, signed _____

LATE BIDS CANNOT BE ACCEPTED!

<u>SEALED BID DOCUMENT</u>	
<u>Vendor Return Address:</u> 	
BID #:	2020-48
DUE DATE:	2/19/20
DUE:	1:00 P.M.
DESCRIPTION:	New Generator @ CHC Bid
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 ENVELOPE OF YOUR SEALED BID TO HELP ENSURE PROPER DELIVERY!

LATE BIDS CANNOT BE ACCEPTED!