

SECTION 001110 - NOTICE TO BIDDERS

Notice is hereby given that **Will County** is accepting sealed bids for: ***Child Advocacy Center Project***. Such proposals as herein concerned shall be for the following as described:

BID GROUP NO. 1 BID PACKAGES 1-13

- Bid Package 01 Interior Demolition
- Bid Package 02 General Trades, Metal Framing & Gypsum Board
- Bid Package 03 Millwork
- Bid Package 04 Ceramic Tile
- Bid Package 05 ACT Ceiling
- Bid Package 06 Flooring
- Bid Package 07 Painting
- Bid Package 08 Plumbing
- Bid Package 09 Fire Protection
- Bid Package 10 HVAC
- Bid Package 11 Electrical
- Bid Package 12 Interior Signage
- Bid Package 13 Glazing

All bid submissions should have the bid package number and the bid package name on the outermost envelope. This a sticker that the subs need to fill out and place on the envelopes of their bid packages. As an example:

Will County - Child Advocacy Center			
Vendor Name & Address (Form):			
Sealed Bid Document			
Bid #			
Bid Category:	Not applicable		
Due Date:	Monday	October 2nd ,2023	
Time Due:		2:00 PM	
Dated Material - Deliver Immediately			
Will County Purchasing Department			
302N. Chicago St., 2nd Floor			
Joliet, IL 60423			

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

SEALED BIDS will be received by *the Will County* at the date and time stated below:

PLACE:
Will County Office Building
Purchasing Department – 2nd Floor
302 N. Chicago Street
Joliet, Illinois 60432.

BIDS DUE DATE:
Monday, October 2, 2023
TIME: 02:00 PM

Pre-qualification of all bidders in this bid group is required prior to the bid due date. Submit one fully executed copy of AIA Document A305 “Contractor’s Qualification Statement” prior to submitting this bid form via email to Liz Manrique at emanrique@wightco.com.

- 1) List of trade union agreements and date the current agreement expires.
- 2) Within the last seven years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (if the answer is yes, please attach the details.)
- 3) On a separate sheet, list the major projects your organization has completed in the past five years giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.
- 4) Trade/Supplier References (minimum of 3):

A Non Mandatory pre-Bid walk through will be held at 1206 Cedarwood Dr., Crest Hill IL 60403, on **Friday September 15th, 2023, 01:00 PM (CST)**

The competency and responsibility of the bidders will be considered in making awards. The successful bidder shall, upon acceptance of his bid, be required to procure and pay for a Performance Bond and Labor and Material Payment Bond in an amount equal to one hundred percent (100%) of the bid. Bonds shall comply with all laws of the State of Illinois governing public contracts let by governmental units. Bid security in the form of a Bid Bond, certified check or cashier’s check made payable to the County of Will in an amount equal to not less than ten percent (10%) of the Base Bid shall be submitted with the Bid Form.

Bid security is required of all parties submitting a bid. A fully executed and compliant Bid Security must be included with the Bid Form.

All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12).

The Construction Manager for this project is Wight Construction Services, Inc. All questions concerning this project or those concerning bidding requirements should be directed to Douglas Eckert at 847.738.1680 Questions must be received via email to deckert@wightco.com no later than **Thursday, September 21st, 2023.**

No bid shall be withdrawn after the opening of bids without the consent of the Chief Procurement Officer for a period of 60 days after the scheduled time of the bid opening.

The County of Will reserves the right to reject any and all bids and to waive any informalities, technicalities and irregularities in the bidding.

Bidders shall comply with all provisions and laws of the United States and State of Illinois concerning Public Works projects including but not limited to the Illinois Human Rights Act, and the regulations of the Illinois Human Rights Commission.

Plans and Specifications can be viewed or downloaded electronically via Building Connected.

Please send email to deckert@wightco.com to receive electronic invitation after 4:00 PM on Monday September 11th, 2023.

This invitation is issued in the name of *the County of Will*.

END OF SECTION 001110

SEALED BIDS:

Sealed bids will be received in the Purchasing Department, 2nd floor, Will County Office Building, 302 N. Chicago Street, Joliet, Illinois 60432, not later than **02:00 PM., 2nd day October 2023.**
BIDS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.

Sealed bids will be publicly opened and read aloud by the Will County Executive or her representative at **2:00 PM., 2nd day October 2023** at the Will County Office Building, 302 N. Chicago St., 2nd floor, Joliet, Illinois 60432.

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

Bid forms shall be completely filled out either typewritten or in ink and shall not be detached from this binding. The **complete set of Contract Documents shall be submitted** with the proposal, in triplicate with **ONE ORIGINAL AND TWO COPIES, CLEARLY MARKED.** All Bid Forms and Specifications as attached hereto shall be used to form the Contract for the work to be performed.

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

Sealed bid: 230186 Will County Child Advocacy Center

Bids due: 2:00 PM., 2nd day October 2023

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

Specifications:

Specifications are attached hereto and incorporated herein.

Tax Exemption:

The County of Will is exempt from federal, state and municipal taxes.

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.

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.

Bidding Procedures:

1. All bids must be prepared on the forms provided by the County of Will and submitted in **triplicate, including literature** in accordance with the instructions to bidders. Please put your bid deposit, bid form and prime certification paperwork at the front of your bids.
2. 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 ninety (90) days after the time designated for the receipt of bids in the advertisement for bids.
3. 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 whenever 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
4. 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 bid. 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 Kevin Lynn, in writing at klynn@willcountyiillinois.com. After bids are received, the vendor will make no allowance for oversight.

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 or cashier's check of the unsuccessful bidder will be returned after the contract has been awarded by the County Board.

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 successful completion of the Contract. If it is difficult to acquire a Performance Bond by the time of the Contract is to commence, the County will accept a letter notarized by the Insurance Carrier showing that such Bond is being processed.

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.*

Rejection of Bids:

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 all bids and the right to waive any non-material irregularities in any bid received.

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 bidder any of its costs resulting from the 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 acquisition is made.

No Bids:

Those who wish not to submit a bid for this project please return your bid plainly marked "**no bid**" or send email of same, so your company's name remains active in our files. If you choose not to reply your name will be removed and no future bids will be sent to your company.

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.

Prime Contractor Certification:

Included in this bid package is a Prime Contractor Certification form. This form **must** be filled out and returned with your bid package or it will not be accepted.

Tax Exemption:

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

Prices:

Prices shall remain firm for 90 days once bids have been opened and are being evaluated and awarded.

Delivery:

All prices are to be delivered prices. Additional freight charges will not be accepted at the time of invoicing.

Choice of Law and Venue:

Any cause of action related to this bid, or contract related thereto, 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 any contract related thereto, 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, making reference to the specific FOIA provision applicable without simply making a general claim that the information is "confidential," "proprietary," "exempt from disclosure," or the like. 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 time frames 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, making reference to the specific FOIA provision applicable without simply making a general claim that the information is "confidential," "proprietary," "exempt from disclosure," or the like. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment.

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 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 on *October 16th, 2023*, meeting of the Will County Board.

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) 727-84.

Will County - Child Advocacy Center

Vendor Name & Address (Form): _____

Sealed Bid Document

Bid #

Bid Category: Not applicable

Due Date: Monday October 2nd ,2023

Time Due: 2:00 PM

Dated Material - Deliver Immediately

**Will County Purchasing Department
302N. Chicago St., 2nd Floor
Joliet, IL 60423**