



## WILL COUNTY, ILLINOIS

### PURCHASING DEPARTMENT

JENNIFER BERTINO-TARRANT  
WILL COUNTY EXECUTIVE

KEVIN LYNN  
DIRECTOR

September 28, 2026

To Whom It May Concern:

You are invited to submit your sealed proposal for Electrical Equipment at the Prairie View Renewable Natural Gas Facility, located at 29736 E. Prairie View Drive, Wilmington, IL 60481.

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

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

Sealed proposals will be received in the Purchasing Department, 2nd floor, Will County Office Building, 302 N. Chicago Street, Joliet, IL, 60432, not later than **12:00 P.M., Wednesday, October 14, 2026** "as so indicated by the time stamp clock of Will County". **Proposals received after this time will not be accepted.**

Proposals will be opened publicly and read by the Will County Executive or her representative at **12:05 P.M., Wednesday, October 14, 2026**, at the Will County Office Building, 302 N. Chicago Street, 2<sup>nd</sup> fl., Joliet, IL, 60432.

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

Should you have any questions regarding this proposal, please contact the Will County Purchasing Department at [purchasing@willcounty.gov](mailto:purchasing@willcounty.gov)

Sincerely,

*Kevin Lynn*

Kevin Lynn

Purchasing Director

**ADVERTISEMENT OF BID  
ELECTRICAL EQUIPMENT FOR THE  
PRAIRIE VIEW RENEWABLE NATURAL GAS FACILITY**

SEALED BIDS FOR ELECTRICAL EQUIPMENT AT THE PRAIRIE VIEW RENEWABLE NATURAL GAS FACILITY, LOCATED AT 29736 E PRAIRIE VIEW DRIVE, WILMINGTON, ILLINOIS, WILL BE RECEIVED AT THE WILL COUNTY PURCHASING DEPARTMENT, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., 2<sup>ND</sup> FLOOR, JOLIET, IL 60432, UNTIL THE HOUR OF **12:00 P.M., WEDNESDAY, OCTOBER 14, 2026.**

SEALED BIDS WILL BE PUBLICLY OPENED AND READ BY THE WILL COUNTY EXECUTIVE OR HER REPRESENTATIVE AT **12:05 P.M., WEDNESDAY, OCTOBER 14, 2026,** AT THE WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO STREET, 2<sup>ND</sup> FLOOR, JOLIET, IL. 60432.

SPECIFICATIONS AND CONDITIONS OF THE BID ARE AVAILABLE AT [www.demandstar.com](http://www.demandstar.com) OR [www.willcounty.gov](http://www.willcounty.gov) AS WELL AS THE PURCHASING DEPARTMENT, 2ND FLOOR, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, (815) 740-4712 OR EMAIL [purchasing@willcounty.gov](mailto:purchasing@willcounty.gov).

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 RECEIVED IN WHOLE OR IN PART.

BY ORDER OF THE WILL COUNTY EXECUTIVE, JENNIFER BERTINO-TARRANT

**INSTRUCTIONS TO BIDDERS  
ELECTRICAL EQUIPMENT FOR THE  
PRAIRIE VIEW RENEWABLE NATURAL GAS FACILITY**

**SUBMITTAL REQUIREMENTS:**

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

1. Certificates of Insurance
2. **Signed** Copy of Prime Contractor Certification
3. **Signed** and completed Bid Form
4. **Signed** and completed Receipt of Addenda Form
5. **Reference Form**

**GENERAL SPECIFICATIONS:**

Bidders are invited to submit sealed bids to provide required electrical equipment for the Prairie View Renewable Natural Gas Plant, located at 29736 E. Prairie View Drive, Wilmington, IL 60481.

The guidelines provided by Will County State's Attorney Office are divided into 7 key areas:

- I. Required Information from Bidders
- II. Evaluation and Selection
- III. Scope of Work, Staffing and Duties
- IV. Insurance Requirements
- V. Pricing and Compensation
- VI. Nature of the Contract
- VII. Exhibits

**I. REQUIRED INFORMATION FROM BIDDERS**

**SEALED BIDS:**

Sealed bids will be received in the Purchasing Department, 2nd floor, Will County Office Building, 302 N. Chicago St., Joliet, IL 60432, **not later than 12:00 P.M., Wednesday, October 14, 2026, “as so indicated by the time stamp clock of Will County”**.

**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 **12:05 P.M., Wednesday, October 14, 2026,** at the Will County Office Building, 302 N. Chicago St., 2<sup>nd</sup> 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 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, TWO COPIES, AND ONE DIGITAL COPY ON AN ELECTRONIC STORAGE DEVICE, CLEARLY MARKED.** **In the event of a conflict between the terms of the submitted Contract Documents and the terms of the Bid Forms and Specifications, the terms of the Bid Forms and Specifications shall prevail.**

All Bid Forms and Specifications as attached hereto shall be used to form the Contract for the work to be performed. Proposals 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.

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

### **SIGNATURE OF BIDS:**

The signature on bid documents shall be that of an authorized representative of the 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 and signing 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 and submitted in triplicate, with **ONE ORIGINAL, TWO COPIES, AND ONE DIGITAL COPY ON AN ELECTRONIC STORAGE DEVICE, 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 ninety (90) 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, such an 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 a written addendum to all bidders. The County of Will not be responsible for any oral instructions. All inquiries shall be directed to the Purchasing Director. After sealed bids are received, the bidder will make no allowance for oversight.

#### **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.

#### **QUALIFICATIONS, CERTIFICATIONS, LICENSES:**

Bidder shall have and if chosen shall maintain all the necessary qualifications, certifications, and/or licenses pursuant to Federal and State law and regulations to provide the services required.

## **II. EVALUATION and SELECTION**

#### **EVALUATION CRITERIA:**

The evaluation criteria shall include, but is not limited to the following:

1. References
2. The qualifications of the Bidder to provide products required.
3. History of Bidder's company

#### **AWARDING OF BID:**

The award will be based on the lowest responsible, responsive bidder that is able to meet or exceed the requirements of the County.

A bid is awarded based on price listed on attached bid form.

#### **REJECTION OF BIDS:**

The bidder acknowledges the right of the County of Will to reject any or all bids, to waive any 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. In addition, the bidder recognizes the right of the County of Will to reject a bid if the bid is in any way incomplete or irregular. In evaluating the bids, the County of Will reserves the right to take into account various criteria including but not limited to, pricing, past performance, financial stability and reliability of each bidder in determining which bid is most favorable to the interests of the County of Will.

### **III. SCOPE of WORK, STAFFING and DUTIES**

#### **BACKGROUND INFORMATION:**

The purpose of this request for bids is to purchase specific electrical equipment required for the future installation of a fourth landfill gas (LFG) Feed Compressor at Will County's existing Prairie View Renewable Natural Gas (RNG) Facility in Wilmington, Illinois. In addition, the purpose of this request for bids includes the transportation and delivery of the equipment to the RNG Facility.

The successful bidder shall furnish new and unused equipment that exactly matches the manufacturers, model/catalog numbers, ratings, configurations, accessories, and existing equipment matching requirements identified in these specifications.

This procurement is for MATERIALS AND DELIVERY ONLY. Installation, field wiring, equipment mounting, demolition, programming, commissioning, functional testing, training, and start-up assistance are not included in this bid. The successful bidder shall procure, ship, and deliver the specified equipment to the Prairie View RNG Facility in accordance with the manufacturer's requirements and the County's delivery instructions.

#### **SUBSTITUTIONS, ALTERNATE MANUFACTURERS, "OR EQUAL" PRODUCTS, AND FUNCTIONAL EQUIVALENTS WILL NOT BE ACCEPTED. NO EXCEPTION.**

The specified equipment is required to match and integrate with the existing electrical equipment and configurations currently installed at the Prairie View RNG Facility. Substitutions and alternates could create compatibility, installation, and operational issues with the existing electrical system and would not align with the Facility's existing spare parts inventory, which is maintained specifically for the specified equipment.

#### **SCOPE OF WORK:**

##### **SUBMITTALS - DUE AT BID DUE DATE**

- A. Bid submittals shall include manufacturers' standard catalog pages and product data for each item to be procured.
- B. Bidder shall identify the manufacturer, model/catalog number, ratings, configuration, and accessories for each quoted item and shall affirm that the quoted equipment complies with every requirement of this specification.
- C. Provide dimensional or outline drawings for the MV soft starter and MCC buckets, where available.
- D. Provide a copy or description of the manufacturer's standard warranty applicable to each item, including the warranty commencement date and any storage requirements or limitations.
- E. Provide estimated manufacturing lead time and delivery lead time for each item.
- F. Identify the manufacturer-authorized distributor or source through which each item will be supplied.

##### **LEAD TIME REQUIREMENTS**

- A. Equipment furnished under this procurement requires manufacturer-provided drawings, documentation, or approval packages prior to fabrication. After awarding the bid, the successful bidder shall obtain all required drawings for each equipment item from the manufacturer and

submit them to the County for review and approval. No equipment of any type shall be released for manufacturing until written or email approval of these drawings is issued by the County or its designated representative.

- B. Approval drawings/submittals, where required, shall be provided within six (6) weeks after issuance of the County purchase order.
- C. Manufacturing lead time for all equipment shall not exceed twenty (20) weeks after written or email approval of the required drawings/submittals by the County or its designated representative.
- D. Bidder shall identify the estimated transit/delivery time from shipment to the Prairie View RNG Facility. Proposed lead times exceeding the maximum lead times stated above shall be considered noncompliant unless otherwise authorized by the County in writing.

#### **EQUIPMENT PROCUREMENT LIST** *(See Appendix A for more details)*

- A. Procurement and delivery of the following electrical equipment for LFG Feed Compressor #4:
  - 1. One (1) Benshaw Canada medium-voltage soft starter for LFG Feed Compressor Motor (#231-D-100).
  - 2. One (1) Eaton VFD MCC bucket for LFG Compressor Oil Cooler (#233-D-102).
  - 3. One (1) Eaton FVC MCC bucket for LFG Compressor Oil Cooler Heater (#233-QE-101).
  - 4. One (1) Eaton FVNR MCC bucket for LFG Compressor Oil Pump (#233-D-101).
  - 5. One (1) Eaton FVC MCC bucket for LFG Compressor Oil Heater (#233-QE-105/6/7).
  - 6. Freight, packaging, documentation, and delivery to the Prairie View RNG Facility.

#### **SUBSTITUTION**

- A. Proposed deviations from these specifications shall be treated as follows:
  - 1. Substitutions will not be permitted. The exact manufacturers and configurations specified herein are required to match existing equipment at the Prairie View RNG Facility. NO EXCEPTION.
  - 2. Alternate manufacturers, “or equal” products, value-engineered alternatives, functional equivalents, or deviations from the specified configuration will not be accepted.

#### **QUALITY ASSURANCE**

- A. All equipment and components shall be new, unused, undamaged, and of current production unless the specified matching requirement necessitates a manufacturer-supported legacy configuration.
- B. Equipment shall be supplied through the manufacturer or an authorized distributor. The bidder is responsible for obtaining any information or support needed from the manufacturer to ensure the proposed equipment meets the specifications.
- C. All components, accessories, doors, operating handles, bus stabs, mounting hardware, and other items expressly listed in this specification shall be included in the bid price.

#### **DELIVERY, STORAGE, AND HANDLING**

- A. Equipment shall be packaged, protected, transported, and delivered in accordance with the manufacturer's instructions.
- B. Delivery shall be to the Prairie View RNG Facility, 29736 S Prairieview Drive, Wilmington, Illinois 60481. The County will provide the delivery contact and receiving location within the facility. The last mile of the delivery route includes a gravel road. No unloading dock is present at the receiving address. Equipment will be unloaded by telehandler unless the delivery vehicle

is equipped with a lift gate. Deliveries will be accepted between the hours of 8 a.m. and 4 p.m. Monday through Friday.

- C. All freight, shipping, packaging, handling, and transportation costs shall be included in the bid as a fixed lump-sum amount. Delivery costs must be final and shall not be based on mileage, fuel surcharges, carrier rates, or other variable charges. No additional delivery charges will be permitted after award without written County authorization.
- D. The successful bidder shall coordinate delivery in advance. Equipment shall arrive free of shipping damage, moisture intrusion, corrosion, missing components, or other defects.
- E. Packing lists shall identify each shipped item by equipment tag, manufacturer, model/catalog number, and quantity.
- F. The successful bidder is responsible for any damage to equipment during transport.

#### **WORK INCLUDED**

- A. Supply and Delivery
  - 1. Furnish the exact equipment and accessories specified in this section.
  - 2. Package and ship the equipment to the Prairie View RNG Facility.
  - 3. Provide required product documentation, packing lists, warranty information, and manufacturer literature.

#### **WORK NOT INCLUDED**

- A. The following services are expressly excluded from this procurement:
  - 1. Installation, field assembly, mounting, rigging, or connection to existing equipment.
  - 2. Electrical field wiring, cable termination, conduit, raceway, or grounding work.
  - 3. SCADA/PLC integration, programming, relay settings, field configuration, or control-system modifications.
  - 4. Commissioning, functional testing, acceptance testing, operator training, or maintenance services.

#### **SYSTEM RESPONSIBILITY**

- A. The successful bidder is responsible for supplying complete equipment assemblies containing all components and accessories expressly identified in these specifications.
- B. The County's future installation contractor will be responsible for installation and field integration. Nothing in this procurement shall be construed to require the equipment supplier to perform installation services.

#### **ACCEPTANCE OF DELIVERED EQUIPMENT**

- A. County acceptance at delivery will be limited to verification of quantity, visible condition, shipping damage, and conformity with the specified manufacturer/model/catalog information and included accessories.
- B. Missing, damaged, or nonconforming equipment shall be corrected or replaced by the successful bidder at no additional cost to the County.

#### **PAYMENT**

- A. The successful bidder will be required to complete all County-provided vendor documents and submit them to the County as instructed in those documents.
- B. Upon award, the County will issue a purchase order to the successful bidder based on the bid for the total cost of the equipment and delivery.
- C. The County is tax-exempt and will provide a tax-exemption form. No taxes are to be included in

requests for payment.

- D. Invoices submitted by the successful bidder are due and payable as required by the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. ("Prompt Payment Act").

## APPENDIX A.

### ELECTRICAL EQUIPMENT REQUIREMENTS/TECHNICAL SPECIFICATIONS

#### Electrical Equipment Specifications – MV Soft Starter

##### 1. LFG Feed Compressor #4 Motor (#231-D-100) MV Soft Starter

- Manufacturer: Benshaw Canada
- Model: CFMVRMX18-1250-4160-01, 1250HP SOFT STARTER (*Benshaw Canada part number*)
- To match: Benshaw order L2100486-B; new section to be mounted to RIGHT side of existing lineup.
- Specs: 4160V, 3-Phase, 60HZ

125% Cont. Rated, Heavy Duty 500% for 30

sec. 45/60kV BIL & 350MVA Fault Rating

Fusible Disconnect Switch (400 Amp

Rating) NEMA 1A Indoor Enclosure

Line Power: Bus connected

Load Motor Power Cable: Bottom Entry

Dimensions: 92.5" H x 36" W x 36" D

Aux contacts wired to main terminal strip

Door mechanically interlocked with flange handle

Vacuum In-line Bypass Contactors (400 Amp Rated)

Microprocessor Based Control w/ Touchscreen

Display Control Function Features:

- Remote 24VDC Start/Stop Control Provisions
- Local/Remote Source: Keypad, Terminal or Source
- Start Modes: Voltage, Current, Torque Tach or KW
- Stop Modes: Coast, Voltage, Torque or Braking
- Acceleration/Deceleration Ramp Profiles: Linear, Squared and S-Curve

I/O

- Group:
- One digital input fixed for Start
  - 8 programmable digital inputs: Off, Stop, Fault High, Fault Low, Fault Reset, Disconnect, Inline Confirm, Bypass Confirm, E O/L Reset, Local/Remote, Heat Disable, Heat Enable, Ramp Select
  - Analog Input: 0-5V / 0-10Vdc, 4-20mA
  - Analog Output: 0-5 / 0-10Vdc, 4-20mA (Motor Amps)

Communications:

- RS485 Modbus RTU, 2500V isolation, Monitoring, Starting &

Stopping Control Power Transformer: 1 KVA (4160/120V, fused primary & secondary)

300 VA (120/24V, fused secondary, for internal

control) Two Position Selector Switch (Normal/Test)

Motor Winding Space Heater Contactor (9A, 5HP rated; 120V, 50/60HZ coil)

SEL-710 Motor Protection Relay (Schweitzer Eng. Lab.): P/N to match existing units

## Electrical Equipment Specifications – Motor Control Sections

### 2. LFG Compressor Oil Cooler (#233-D-102) VFD (MCC “bucket”)

- Manufacturer: Eaton
- Catalog Number: FZ506DEXSC12P57P50P11P10R (*Eaton part number*)
- Specs: 15HP, 480V, 3-Phase, 60HZ  
Freedom / Series 2100 / Advantage MCC, HMCP,  
SVX9000, Adjustable Frequency Drive, 480V, 21A  
with CPT DG1, Variable Torque  
DV/DT Output Filter  
3-Contactor Bypass, Size 2  
(15HP) 42” Device Space  
HFD 30A Feeder Breaker  
“HAND-OFF-AUTO” Selector  
Switch “ON-OFF” Selector  
Switch  
Relay, D7, 24VDC, 10A, 4-Pole  
DC diode type surge suppressor on control  
circuit Green “STOPPED” Light, Xfmr  
PTT, LED  
Red “DRIVE RUNNING” Light, Xfmr  
PTT, LED Red “BYPASS RUNNING”  
Light, Xfmr PTT, LED  
1NO-1NC Starter Aux Contacts  
Include operating handle, bus stabs, door and all mounting hardware.  
To match existing G.O. LPH0026107-017, Section 9F, Cell G; to be installed in  
Section 37, Cell G.

### 3. LFG Compressor Oil Cooler Heater (#233-QE-101) FVC (MCC “bucket”)

- Manufacturer: Eaton
- Catalog Number: FZF1A12 (*Eaton part number*)
- Specs: 15A, 480V, 3-Phase, 60HZ  
Freedom / Series 2100 / Advantage  
MCC Full Voltage Contactor, F208,  
Size 1  
18” Device Space  
HFD 15A Feeder Breaker  
“HAND-OFF-AUTO” Selector  
Switch Relay, D7, 24VDC,  
10A, 2-Pole  
DC diode type surge suppressor on control  
circuit Green “OFF” Light, Xfmr PTT,  
LED  
Red “ON” Light, Xfmr PTT, LED  
Include operating handle, bus stabs, door and all mounting hardware.

To match existing G.O. LPH0026107-017, Section 9F, Cell K; to be installed in Section 36, Cell J.

4. LFG Compressor Oil Pump (#233-D-101) FVNR (MCC “bucket”)

- Manufacturer: Eaton
- Catalog Number: FZ206CEASC12P57P10P11R10R (*Eaton part number*)  
Specs: Freedom / Series 2100 / Advantage MCC, HMCP  
Combination Size 1 FVNR Starter (7.5HP) with CPT  
18” Device Space  
HFD 15A Feeder Breaker  
“OFF-AUTO” Selector  
Switch  
Relay, D7, 24VDC, 10A, 2-Pole  
DC diode type surge suppressor on control  
circuit Green “STOP” Light, Xfmr PTT, LED  
Red “RUN” Light, Xfmr PTT,  
LED 1NO-1NC Starter Aux  
Contacts  
Include operating handle, bus stabs, door and all mounting hardware.  
To match existing G.O. LPH0026107-017, Section 7F, Cell J; to be installed in Section 36, Cell C.

5. LFG Compressor Oil Heater (#233-QE-105/6/7) FVC (MCC “bucket”)

- Manufacturer: Eaton
- Catalog Number: FZF1A12 (*Eaton part number*)
- Specs: 15A, 480V, 3-Phase, 60HZ  
Freedom / Series 2100 / Advantage MCC  
Full Voltage Contactor, F208, Size 1  
18” Device Space  
HFD 15A Feeder Breaker  
“HAND-OFF-AUTO” Selector  
Switch Relay, D7, 24VDC,  
10A, 2-Pole  
DC diode type surge suppressor on control  
circuit Green “OFF” Light, Xfmr PTT, LED  
Red “ON” Light, Xfmr PTT, LED  
Include operating handle, bus stabs, door and all mounting hardware.  
To match existing G.O. LPH0026107-017, Section 7F, Cell M; to be installed in Section 36, Cell F.

## **IV. INSURANCE REQUIREMENTS**

### **INSURANCE REQUIREMENTS:**

The successful bidder shall at all times maintain in force at bidder's expense, each insurance noted below.

1. Commercial General Liability
  - a. \$1,000,000 per occurrence
  - b. \$2,000,000 general aggregate
2. Professional Liability/Errors & Omissions
  - a. \$1,000,000 per claim
  - b. \$2,000,000 aggregate
3. Workers Compensation
  - a. Illinois Workers' Compensation Act compliance
  - b. \$1,000,000 each accident
4. Cyber/Data Privacy Liability
  - a. \$500,000-\$1,000,000

### **PROOF OF CARRIAGE OF INSURANCE:**

1. The certificates provided by the bidder at the time of bidding shall not be canceled or materially altered except after 30 days written notice to the COUNTY.
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.

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.

### **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 bidder, and he shall maintain such insurance as he may deem necessary to protect himself against such loss or damage.

## **V. PRICING and COMPENSATION**

### **PRICES:**

Bidders should respond with a detailed price proposal on the bid form furnished within this solicitation.

**COMPENSATION:**

The successful bidder shall bill the County upon delivery. Bills should reflect itemized costs.

The County will pay the successful bidder in full for the goods invoiced typically within thirty days after receipt of the invoice. In any case, payments shall be made in accordance with the Local Government Prompt Payment Act, 50 ILC 505/1 et seq.

**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.

**VI. NATURE of CONTRACT**

**CONTRACT DURATION:**

The contract shall commence upon award and last until all warranty periods expire.

**TERMINATION:**

Will County may, in its sole discretion, terminate this contract due to any unethical billing procedures and/or unprofessional and fraudulent practices, effective immediately.

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 successful bidder and Will County will be paid, performed and discharged.

**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.

**NON-DISCRIMINATION:**

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

**DEFAULT:**

In case of default by the successful bidder , 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. The prices paid by the County of Will under such circumstances shall be ~~considered~~ the prevailing market price at the time such articles or services are procured.

**TAX EXEMPTION:**

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

**ASSIGNMENT AND SUBLET OF CONTRACT:**

The successful bidder shall not sublet or assign this contract, or any portion thereof, without prior written consent of the county.

**HOLD HARMLESS CLAUSE:**

The successful bidder will save and hold harmless the County of Will, it's officers, agents, and employees, 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 bidder, whether such injury, death, loss or damage shall have been occasioned by the negligence of the bidder, or a sub-consultant of the bidder, or their employees, or otherwise. The successful bidder 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 Bid Request.

**SERVERABILITY:**

In case one or more of the provisions contained in this Contract shall be held to be illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

**COMPLIANCE WITH APPLICABLE LAW:**

In all aspects relative to the performance of their respective obligations, the successful bidder shall conduct their respective businesses in accordance with all applicable federal, state and local laws.

**CHOICE OF LAW:**

Responses to this Bid 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 Bid and any agreement connected herewith shall be filed with the Twelfth Judicial Circuit, Will County, Illinois.

### **INDEMNIFICATION:**

There shall be a reciprocal obligation of indemnification. A Party who commits a negligent or intentionally wrongful act (the Indemnifying Party) has the obligation to shield the other innocent Party (Indemnified Party) for the legal results of the former's actions. The Indemnifying Party shall indemnify and hold harmless the Indemnified Party, and its officers, employees, and agents, to the fullest extent allowed by Illinois Law for any cause of action related to or arising from this Agreement, regardless of whether liability is premised on the action or inaction of Indemnifying Party. This indemnity shall include all costs, fees, damages, and monetary awards, including reasonable attorney's fees. Nothing herein shall be construed to limit the Indemnified Party's ability to select its own counsel or participate in its own defense. These indemnities shall survive the termination of this Agreement.

### **ILLINOIS FREEDOM OF INFORMATION ACT:**

#### **Proposals and Submissions Subject to FOIA**

Any and all submissions to the County of Will ("the County") become the property of the County 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) 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 receives a request for a document submitted, the County shall provide notice to contractor as soon as practicable. Regardless, contractor is responsible for any costs or damages associated with defending contractor's request for exemptions. Furthermore, contractor warrants that County's responses to FOIA requests where the contractor fails to assert any applicable exemptions, will not violate the rights of any third party.

#### **Awards Subject to FOIA**

Upon acceptance of a proposal, all related records maintained by, provided to, or required to be provided to the County during the contract duration are subject to FOIA. In the event the County receives a request for a document relating to contractor, its provision of services, or the arranging for the provision of services, the County 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, the contractor will be responsible for any costs or damages associated with defending the request for exempt treatment. Furthermore, contractor warrants that the County's responses to FOIA requests relating to a 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.

Upon request by the County (or any of its officers, agents, employees or officials), the contractor shall provide to the County at no cost and within the timeframes of FOIA a copy of any "public record" which it may have in its possession or control, as required by FOIA.

## VII EXHIBITS:

### PRIME CONTRACTOR CERTIFICATION

The undersigned hereby certifies that \_\_\_\_\_

Name of Bidder/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.

\_\_\_\_\_  
Representative of Company

\_\_\_\_\_  
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



## WILL COUNTY, ILLINOIS

### PURCHASING DEPARTMENT

## Bid Form

**RNG Plant Electrical Equipment**

**#2026-81**

Name \_\_\_\_\_ F.E.I.N> # \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Contact Person \_\_\_\_\_ Phone \_\_\_\_\_  
Email Address \_\_\_\_\_

### THIS IS NOT AN ORDER

For additional information contact the Will County Purchasing Department at [purchasing@willcounty.gov](mailto:purchasing@willcounty.gov)

The bidder proposes to provide the products and/or services in accordance with the specifications attached herein. (Exact specifications; no substitutions, alternate manufacturers, "or equal" products or functional equivalents are included.)

| ITEM | DESCRIPTION                                                                                                                                                   | PRICE | ESTIMATED LEAD TIME |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|---------------------|
| 1    | (1) Benshaw CFMVRMX18-1250-4160-01, 1250HP MV Soft Starter                                                                                                    | \$    |                     |
| 2    | (1) Eaton VFD MCC bucket - #233-D-102; Cat. FZ506DEXSC12P57P50P11P10R                                                                                         | \$    |                     |
| 3    | (1) Eaton FVC MCC bucket - #233-QE-101; Cat. FZF1A12                                                                                                          | \$    |                     |
| 4    | (1) Eaton FVNR MCC bucket - #233-D-101; Cat. FZ206CEASC12P57P10P11R10R                                                                                        | \$    |                     |
| 5    | (1) Eaton FVC MCC bucket - #233-QE-105/6/7; Cat. FZF1A12                                                                                                      | \$    |                     |
|      | <b>Equipment Subtotal</b>                                                                                                                                     | \$    |                     |
|      | Lump Sum Freight/Delivery to:<br>29736 S Prairieview Dr, Wilmington, IL 60481                                                                                 | \$    |                     |
|      | <b>Total Amount For All Five (5) Products, Freight, and Delivery</b>                                                                                          | \$    |                     |
|      | <b>TOTAL AMOUNT FOR ALL FIVE (5) PRODUCTS, FREIGHT, AND DELIVERY WRITTEN IN WORDS. IN CASE OF DISCREPANCY, THE AMOUNT IN WORDS SHALL GOVERN.</b><br><br>_____ |       |                     |

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

Representative of Company



## WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

### Reference Form

#### RNG Plant Electrical Equipment

#2026-81

Please list three (3) references, other than the County of Will, that you have done similar work, service or supplied similar products to:

Entity: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

---

Entity: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

---

Entity: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

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## WILL COUNTY, ILLINOIS

### PURCHASING DEPARTMENT

# Addendum Form

**RNG Plant Electrical Equipment**

**#2026-81**

Name \_\_\_\_\_ F.E.I.N> # \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Contact Person \_\_\_\_\_ Phone \_\_\_\_\_  
Email Address \_\_\_\_\_

### THIS IS NOT AN ORDER

For additional information contact the Will County Purchasing Department at [purchasing@willcounty.gov](mailto:purchasing@willcounty.gov)

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 \_\_\_\_\_

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

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

