



WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

JENNIFER BERTINO-TARRANT
WILL COUNTY EXECUTIVE

KEVIN LYNN
DIRECTOR

P. 815-740-4712
F. 815-740-4604
E. klynn@willcounty.gov

County Office Building 302
N. Chicago Street
Joliet, IL 60432

October 9, 2026

To Whom It May Concern:

You are invited to submit your sealed proposal for the Installation of the 4th LFG Feed Compressor at the Will County Prairie View Landfill RNG Plant, located at 29736 South Prairieview 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., Friday, October 30, 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. Friday, October 30, 2026**, at the Will County Office Building, 302 N. Chicago Street, 2nd fl., Joliet, IL. 60432.

The bidder 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

Sincerely,

Kevin Lynn

Kevin Lynn
Purchasing
Director

**ADVERTISEMENT OF BID
4TH LFG FEED COMPRESSOR
PRAIRIE VIEW LANDFILL RNG PLANT**

SEALED BIDS FOR THE INSTALLATION OF 4TH LFG FEED COMPRESSOR AT THE WILL COUNTY PRAIRIE VIEW LANDFILL RNG PLANT, LOCATED AT 29736 SOUTH PRAIRIEVIEW DRIVE, WILMINGTON, IL 60481, WILL BE RECEIVED AT THE WILL COUNTY PURCHASING DEPARTMENT, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., 2ND FLOOR, JOLIET, IL 60432, UNTIL THE HOUR OF **12:00 P.M., FRIDAY, OCTOBER 30, 2026.**

SEALED BIDS WILL BE PUBLICLY OPENED AND READ BY THE WILL COUNTY EXECUTIVE OR HER REPRESENTATIVE AT 12:05 P.M., FRIDAY, OCTOBER 30, 2026, AT THE WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO STREET, 2ND FLOOR, JOLIET, IL. 60432.

SPECIFICATIONS AND CONDITIONS OF THE BID AND CHANGES OR AMENDMENTS ARE AVAILABLE AT www.demandstar.com OR 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. BIDDERS ARE ADVISED TO REVIEW ALL TERMS OF THE BID AND SUBMIT ANY INQUIRIES.

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
4TH LFG FEED COMPRESSOR
PRAIRIE VIEW LANDFILL RNG PLANT**

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. 10% Bid Bond or Cashier's Check
2. **Signed** Copy of Prime Contractor Certification
3. **Signed** and completed Bid Form
4. **Signed** and completed Receipt of Addenda Form
5. Certificates of Insurance
6. Reference Form

GENERAL SPECIFICATIONS:

Bidders are invited to submit sealed bids for the Installation of the 4th LFG Feed Compressor at the Will County Prairie View Landfill RNG Plant, located at 29736 South Prairieview Drive, Wilmington, IL 60481.

The guidelines provided by the Will County Land Use Department 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., Friday, October 30, 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., Friday, October 30, 2026**, at the Will County Office Building, 302 N. Chicago St., 2nd

floor, Joliet, IL 60432.

Bids must be made in accordance with the instructions contained herein and any changes or amendment issued by the County of Will.

Bid forms shall be completely filled out either typewritten or in ink and shall not be detached from this binding. The **complete set of all 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 documents referenced in this package 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 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 awarded contract, shall maintain all the necessary qualifications, certifications, and/or licenses pursuant to Federal and State law and regulations to provide the items or services required.

II. EVALUATION and SELECTION

RFP RESPONSE REQUIREMENTS -

Each respondent shall submit a Statement of Qualifications (SoQ) demonstrating the experience, personnel, safety record, and technical capability necessary to install and commission the 4th LFG Feed Compressor and associated systems at the operating Prairie View RNG Facility.

RELEVANT EXPERIENCE

- a. Required specific equipment experience: The respondent shall demonstrate successful prior experience installing Copeland/Vilter LFG feed compressor equipment and associated oil cooler systems in an LFG-to-RNG facility. Identify at least one such project and the respondent's role in the installation.
- b. Describe all comparable RNG, landfill gas, gas compression, or natural gas processing projects completed within the past seven (7) years, including location, equipment installed, dates, and respondent's role.
- c. Provide three (3) client references for comparable work and describe experience performing tie-ins and construction within operating facilities while minimizing disruption to plant operations.
- d. Describe experience utilizing union subcontractors to complete comparable projects.

PROJECT TEAM AND TECHNICAL CAPABILITY

- a. Identify the proposed Project Manager, Site Superintendent, key technical personnel, and major union subcontractors, including their relevant experience, anticipated roles, and specific location, including proximity to Will County line in miles if not within, of subcontractors base of operations for deployment of trades employees.
- b. Demonstrate experience with the major elements of this work, including equipment rigging/setting and alignment, process piping, electrical and controls integration, instrumentation, heat trace, and associated concrete/structural work.

SAFETY AND QUALITY

- a. Provide the respondent's safety record for the most recent three (3) years, including EMR and other available OSHA safety metrics, and describe the approach to site-specific safety for work at an operating RNG facility.
- b. Describe quality-control procedures for equipment installation, alignment, piping/testing, electrical checkout, commissioning, and final turnover documentation. Confirm required licenses, permits, and regulatory compliance.

PROJECT APPROACH AND SCHEDULE

- a. Provide a concise project execution plan and preliminary schedule addressing mobilization, equipment setting, discipline sequencing, tie-ins/outages, testing, commissioning, and major milestones.
- b. Describe how the respondent will coordinate with Will County, the RNG plant operator, plant engineers, equipment manufacturers, union locals, and other project stakeholders through construction and closeout.

Will County reserves the right to verify project experience and references. Failure to demonstrate the required specific equipment installation experience in Item I.a. may result in the response being determined unqualified.

EVALUATION CRITERIA:

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

1. Experience installing LFG/RNG compression systems or similar industrial gas equipment
2. Experience with the specific equipment, systems, and processes associated with the Owner's Facility
3. Qualifications, expertise, and resources of the proposed project team
4. Ability to coordinate construction within an operating facility while minimizing disruption to Plant operations
5. References
6. Pricing

AWARDING OF BID:

The award will be based on the lowest responsible bidder that is able to meet or exceed the requirements of the County for the Installation of the 4th LFG Feed Compressor at the Will County Prairie View Landfill RNG Plant, located at 29736 South Prairieview Drive, Wilmington, IL 60481. A bid is awarded based on total 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

OVERVIEW:

It is the intention of the County of Will to request proposals for the installation of the 4th LFG Feed Compressor at the Will County Prairie View Landfill RNG Plant, located at 29736 South Prairieview Drive, Wilmington, IL 60481.

BACKGROUND INFORMATION:

Will County, Illinois ("Owner") owns the Prairie View Recycling & Disposal Facility Biogas Processing and Production Plant ("Plant") and the Prairie View Recycling & Disposal Facility ("Landfill"), both located in Wilmington, IL. The Plant converts landfill gas (LFG) from the Landfill into renewable natural gas (RNG) for injection in (referred to as an "LFG-to-RNG facility") to a natural gas pipeline owned by a third-party. The Plant commenced operation in 2022. The Landfill is currently operated by WM. The Plant is currently operated by SCS Energy.

The Owner is issuing this RFP for the installation of a fourth LFG feed compressor at the Plant. The Contractor shall provide all labor, supervision, equipment, materials, coordination, and other services necessary to complete the installation in accordance with the requirements of this RFP. The Contractor shall coordinate the work to minimize disruption to ongoing Plant operations

SCOPE OF WORK:

The project scope will include the installation of a new 4th LFG Feed Compressor [231-C-100] together with its associated 4th Oil Cooler [233-E-100]. The scope will include the installation and testing of all

supporting mechanical, electrical, and control systems at the Plant. Additional concrete structural housekeeping pads will be required and are included in the Contractor scope.

The Owner has purchased and will provide the 4th LFG Feed Compressor [231-C-100] together with its associated 4th Oil Cooler [233-E-100]. These will be available at the Plant when work commences. Equipment will be unloaded at the Plant by others and stored at the Plant. The Contractor will be required to lift and move the equipment for final installation. The balance of materials required for the installation shall be the responsibility of the Contractor. The work scope for all disciplines is detailed in the drawings and documents identified below.

DOCUMENTS & DRAWINGS

The following drawings and documents are provided to support the RFP. These drawings are released as a supplemental revision to the original Issued for Construction drawings. All documents can be accessed at the following link: [2026-83 Will County RNG Plant 4th Compressor Installation Docs](#)

No.	Discipline	Document / Drawing
1.	PROCESS	SCS Drawings IFC Revision 04 (08/14/2026)
2.	GENERAL	SCS Drawings IFC Revision 01 (08/14/2026)
3.	MECHANICAL	SCS Drawings IFC Revision 05 (08/14/2026)
4.	3D MODEL	SCS 3D Model Master PV (08.14.26).nwd
5.	ISOMETRICS	SCS Drawings Revision 00 (08/14/2026)
6.	PIPING	SCS 400500_Piping Material Specification (PMS) - R69
7.	BILL OF MATERIALS	SCS Spreadsheet, Prairie_View_BOM_20260814
8.	LINE, V&I LIST	SCS Prairie View - Line V&I List Rev 4
9.	HEAT TRACE	SCS Heat Trace Package 08/14/2026
10.	ELECTRICAL	AES Drawings Revision 01 (08/14/2026)
11.	ELECTRICAL	AES Electrical Specification 2026-08-14 IFC Spec (131-26)
12.	ELECTRICAL	AES Equipment PO Specification (Purchase by Will County) - 131-26_Prairie View Equipment Specs_2026-07-31
13.	STRUCTURAL	SDPA Drawings IFC Revision 06 (08/14/2026)

Questions related to this RFP and/or the associated drawings and documents shall be submitted to Will County as Requests for Information (RFIs) for clarification. Responses to RFIs will be shared with all prospective respondents.

EQUIPMENT SCOPE OF SUPPLY

The following equipment will be purchased by Will County and provided to the Contractor for installation. All Owner-furnished equipment will be delivered to the RNG Facility and made available for inspection prior to installation. Specific equipment availability and delivery dates will be communicated to the selected contractor as procurement schedules are finalized.

- 4th LFG Feed Compressor, Tag No. 231-C-100 [Copeland-Vilter]
- 4th Compressor Oil Cooler, Tag No. 233-E-100 [Hayden via Copeland-Vilter]
- Electrical Equipment, LFG Feed Compressor #4 Motor (#231-D-100) MV Soft-Starter
- Electrical Equipment, LFG Compressor #4 Oil Cooler (#233-D-102) VFD (MCC bucket)
- Electrical Equipment, LFG Compressor #4 Oil Cooler Heater (#233-QE-101) FVC (MCC bucket)
- Electrical Equipment, LFG Compressor #4 Oil Pump (#233-D-101) FVNR (MCC bucket)
- Electrical Equipment, LFG Compressor #4 Oil Heater (#233-QE-105/6/7) FVC (MCC bucket)

It will be the responsibility of the Contractor to purchase all remaining materials and have them delivered to the Site. A laydown area will be provided for materials delivered to the Prairie View RNG facility. The Contractor will be responsible for maintaining inventory control of all materials delivered to the Site.

GENERAL

Addition of the following pieces of main equipment are part of the Compressor Reliability Expansion project:

- 4th LFG Feed Compressor, Tag No. 231-C-100 (G-100 Drawing item #3D)
- 4th Main Compressor Oil Cooler, Tag No. 233-E-100 (G-100 Drawing item #25D)

PROCESS

Install the 4th LFG Feed Compressor and associated Oil Cooler at the Prairie View facility, including all interconnecting gas, oil, compressed air, and condensate pipework, valves, and instruments as required and as shown in the attached Process Drawings.

MECHANICAL CONTRACTOR SCOPE

Install the 4th LFG Feed Compressor and associated Oil Cooler at the Prairie View facility, including all interconnecting gas, oil, compressed air, and condensate pipework as required and as shown in the attached Mechanical and Isometric Drawings. In addition, the Mechanical Contractor shall furnish and install all items required to perform this work as shown in SCS's Bill of Material (BOM), including, but not limited to, additional pipe supports, valves and instruments, and flexible joints. The Mechanical Contractor will be expected to perform all cold and hot alignments as required by the compressor supplier.

ELECTRICAL CONTRACTOR SCOPE

Install additional power and controls cabling and equipment to support the 4th LFG Feed Compressor and associated Oil Cooler at the Prairie View facility. Conduits were previously installed in anticipation of adding a 4th Compressor and Oil Cooler. Electrical scope is shown in the attached Electrical Drawings. The Contractor shall also furnish and install heat trace equipment in accordance with the heat trace package and electrical drawings.

STRUCTURAL CONTRACTOR SCOPE

Install additional housekeeping pads for the 4th LFG Feed Compressor and associated Oil Cooler at the Prairie View facility, all as shown in the attached Structural Drawings. The isolation pad for the 4th LFG Feed Compressor was installed during original construction and sits flush with the Process Bay floor. Only the additional housekeeping pads are required to be added.

Reference Sheets: S-000, S-202, S-205, S-501, and S-502.

EXCLUSIONS

There are no expected updates required for the following disciplines; these items are excluded from the scope of supply:

- Architectural
- Civil
- Fire Protection
- HVAC
- Life & Safety Systems
- Plumbing
- SCADA System (by SCS)

COMMISSIONING

Will County will require commissioning of the 4th Compressor to be completed. The expected start and required completion dates will be confirmed separately from this RFP. Respondents shall provide their proposed installation and commissioning schedule with their RFP response.

SCHEDULE

Will County will confirm the expected start and required completion dates separately from this RFP. Respondents shall provide a proposed installation and commissioning schedule with their RFP response. The schedule should identify anticipated mobilization, equipment setting, mechanical and electrical installation, tie-ins/outages, testing, commissioning, and substantial completion.

IV. INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS:

INSURANCE

Unless waived or modified by a written change order, workers compensation and employer's liability insurance coverage minimum limits requirements for Contractor and subcontractor, if any, are as follows, with each insurance policy naming, as additional insureds, "Will County, its employees, agents, officers, and elected officials":

WORKERS' COMPENSATION

Limits shall be those required by applicable workers' compensation statutes for the State of Illinois.

Employers' Liability: Limits shall not be less than \$1,000,000 each accident/injury. \$1,000,000 each employee/disease; \$1,000,000 policy limit.

Unless waived or modified by a written change order, insurance coverage minimum limit requirements for Contractor and subcontractor are as follows:

COMMERCIAL GENERAL LIABILITY COVERAGE

is to be written on an "occurrence" basis. General liability coverages shall include but not be limited to: Premises/Operations coverage Products/Completed operations

CONTRACTUAL LIABILITY INSURANCE

(Coverage shall specifically include the indemnification process set forth in this contract. Personal Injury (with employment exclusion deleted.)

BROAD FORM PROPERTY DAMAGE COVERAGE

Explosion, Collapse and Underground coverage. Independent Contractor Liability coverage.

The above coverages shall be written for limits of not less than \$5,000,000 per occurrence bodily injury/property damage combined single limit and \$5,000,000 aggregate bodily injury/property damage combined single limit.

COMPREHENSIVE MOTOR VEHICLE LIABILITY COVERAGE:

shall have limits for Contractor's owned, non-owned or rented vehicles of not less than \$2,000,000 bodily injury and property damage combined single limit.

UMBRELLA/EXCESS LIABILITY INSURANCE

shall be in force for a minimum limit of \$5,000,000 each occurrence bodily injury/property damage combined single limit. The umbrella coverage shall apply in excess above the limits stated in subparagraphs (A) and (B) above.

Contractor shall purchase a policy of Owner's and Contractor's protective liability insurance at is sole cost and expense in the names of Will County for the duration of the contract. The limits of liability for Will County's and Contractor's protective coverage shall be not less than \$1,000,000 bodily injury and property damage combined single limit.

Contractor shall purchase a policy of Owner's and Contractor's pollution liability insurance at is sole cost and expense in the names of Will County for the duration of the contract. The limits of liability for Will County's and Contractor's protective coverage shall be not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.

Contractor, prior to engaging upon the Work, shall procure, maintain, and keep in force, at Contractor's expense, all risk insurance enumerated from sections above necessary to protect the property. Contractor shall not commence work until such insurance has been obtained.

The Contractor shall procure all risks insurance against the perils of, but not limited to, fire and extended coverage (theft, vandalism, malicious mischief, collapse, temporary building and debris removal including demolition occasioned by enforcement of any applicable legal requirements) with Will County named as an additional insured in an amount which may vary with the extent of the Work completed but shall at all times be at least equal to the amount paid on account of the Work and materials, plus the value of the Work or materials furnished or delivered by Contractor but not paid for by Will County. Will County may at its option waive this requirement of property insurance in writing upon the written request of Contractor.

Each of the above-described insurance policies shall contain provisions that the insurance companies will have no right of recovery or subrogation against Will County, its representatives, agents, officers, employees, servants, other contractors/subcontractors, and insurers.

Contractor/Subcontractors shall provide a Waiver of Subrogation in favor of Will County and RNG Facility Operator and others designated above as Additional Insureds.

INDEMNIFICATION BY CONTRACTOR

Contractor agrees to indemnify and hold the County harmless from any losses, charges, damages, liabilities or costs (including reasonable attorneys' fees and expenses) which the County may sustain or incur as a result of, or relative to, any allegation, claim, civil or criminal action, proceeding, charge or prosecution (collectively "Claims") which may be alleged, made, instituted or maintained against the County for (a) any personal injury or death of any person or property damage to the extent caused by the negligence of Contractor, (b) any breach of this Agreement by Contractor, (c) any failure by Contractor to comply with any applicable laws, or (d) the negligence, misconduct, bad faith, fraud, or criminal wrongdoing of Contractor relating to the performance of this Agreement. This provision of Indemnification by Contractor shall survive any cancellation, termination or expiration of this Agreement and shall remain in full force and effect until such time as the applicable statute of limitations shall cut off all Claims which are subject to the provisions of this provision.

NO WAIVER

The failure of any Party to seek redress for violation of, or to insist upon the strict performance of, any provision of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of a separate and new violation.

SEVERABILITY

If any provision or part of any provision of this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions or the remaining part of any effective provisions of this Agreement, and this Agreement shall

be construed as if such invalid, illegal or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality or unenforceability.

COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. This Agreement may be executed and delivered via facsimile or e-mail transmission with the same force and effect as if it were executed and delivered by the parties in the presence of one another.

NO THIRD-PARTY BENEFICIARY

This Agreement is for the exclusive benefit of the Parties and not for the benefit of any Third Party, other than those persons entitled to the benefits of indemnities set out herein.

CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to any conflicts of laws rules. Any suit involving any dispute or matter arising under this Agreement shall be brought in the 12th Judicial Circuit Court for Will County, Illinois. Each party hereby consents, and waives any objection, to (a) the exercise of personal jurisdiction by such court with respect to any such proceeding, and (b) service of legal process in accordance with applicable laws.

ENTIRE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior and contemporaneous agreements, understandings, negotiations and discussions of the Parties, whether oral or written. No amendment, modification or waiver of this Agreement shall be binding unless executed in writing by all Parties, or in the case of a waiver, by the Party granting such waiver. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall such singular act of waiver constitute a continuing waiver unless otherwise expressly provided in writing.

PROOF OF CARRIAGE OF INSURANCE:

1. The certificates shall be provided by the CONTRACTOR at the time of bidding shall not be canceled or materially altered except after 30 days written notice to the COUNTY and approval by 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 policies must be occurrence policies.

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 Contractor shall assume all risks for loss or damages to tools, equipment or materials whether stored on the site or elsewhere, or to tools, equipment or materials 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.

V. PRICING and COMPENSATION

PRICES:

Bidders should respond with a rate for required item or service listed on the bid form.

Prices shall remain in effect throughout the Contract Period, which begins on the official award date, and continues through project completion.

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.

PREVAILING WAGE:

This solicitation is subject to the Prevailing Wage Act (820 ILCS 130/0.01).

VI. NATURE of CONTRACT

The terms set forth below describe general terms of the contract and the bidder acknowledges that the successful bidder and the County of Will shall enter into a separate contract acceptable to the County of Will.

CONTRACT DURATION:

The contract is to commence on the official award date and continues through project completion.

COUNTY AND CONTRACTOR RELATIONSHIP:

During Contractor's performance of the services under this Agreement, it shall be an independent contractor of County, and nothing within this Agreement shall be interpreted or construed to create any partnership, joint venture, or other relationship between County and Contractor except as expressly set forth herein.

GUARANTEE OF WORK

Both Parties agree that there is no guarantee of work under this Agreement beyond the work authorized by County pursuant to the RFP and resulting Agreement.

TERMINATION OF AGREEMENT:

County may terminate this agreement at any time if services are no longer needed or if contractor does not perform services in a reliable manner, and in accordance with the terms of this Agreement.

SUBCONTRACTORS:

Contractor may utilize subcontractors as necessary to perform the Services. Prior to commencement of the Work, Contractor shall provide County with a list of all subcontractors it intends to use and shall notify County of any additions or changes to that list. The use of subcontractors shall not relieve Contractor of any obligations under this Agreement or of responsibility for the performance of services rendered by any subcontractor. Contractor shall ensure that all subcontractors comply with all applicable terms, conditions, insurance requirements, safety requirements, and other requirements of this Agreement.

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 Contractor, the County of Will may procure the articles or services from other sources and may deduct from the unpaid balance due the Contractor any of its costs resulting from the default. -

TAX EXEMPTION:

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

ASSIGNMENT AND SUBLET OF CONTRACT:

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

FEDERAL COMPLIANCE:

The contractor shall comply with all requirements in 2CFR200 Federal provisions attached as Attachment B.

SEVERABILITY:

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 contractor shall conduct their business in accordance with all applicable federal, state and local laws.

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

4th Compressor Install at Prairie View RNG Plant

#2026-83

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

THIS IS NOT AN ORDER

Will County Agency Name: Land Use Department

For additional information contact the Will County Purchasing Department at purchasing@willcounty.gov

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

Submittal Requirement Checklist: Each of the following items must be submitted for the bid to be considered.

- _____ A. 10% Bid Bond or Cashier's Check
- _____ B. Prime Contractor Certification Form
- _____ C. Bid Form
- _____ D. Receipt of Addenda Form
- _____ E. Certificate(s) of Insurance
- _____ F. Reference Form

DESCRIPTION	
Total Contract Amount	\$
TOTAL CONTRACT AMOUNT WRITTEN IN WORDS. IN CASE OF DISCREPANCY, THE AMOUNT IN WORDS SHALL GOVERN.	

Printed Name: _____

Signature: _____ **Title:** _____



WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

Reference Form

4th Compressor Install at Prairie View RNG Plant

#2026-83

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: _____



WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

Addendum Form

4th Compressor Install at Prairie View RNG Plant

#2026-83

Name _____ F.E.I.N> # _____

Address _____

City _____ State _____ Zip _____

Contact Person _____ Phone _____

Email Address _____

THIS IS NOT AN ORDER

Will County Agency Name: _____

For additional information contact the Will County Purchasing Department at 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 _____

LATE BIDS CANNOT BE ACCEPTED!

SEALED BID DOCUMENT

Bidder Return Address:

BID #:	2026-83
DUE DATE:	10/30/2026
DUE:	12:00 P.M.
DESCRIPTION:	RNG Plant Compressor Install

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!