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

November 5, 2026

To Whom It May Concern:

You are invited to submit your sealed proposal for the replacement of all existing building automation system (Bas) controllers at the River Valley Justice Center, 3200 McDonough St. Joliet, IL 60431.

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.

A Mandatory pre-bid conference will be held on site at the River Valley Justice Center located at 3200 McDonough St. Joliet, IL 60431 on Friday, November 20, 2026, at 1:00 P.M. Attendance is mandatory. Please pre-register your attendance by 4:00 P.M. Tuesday, November 17, 2026, by sending an email to purchasing@willcounty.gov . All attendees are required to provide a valid State issued Driver's License or Identification Card that matches the pre-registration.

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 **2:00 P.M., Thursday, December 17, 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 **2:05 P.M. Thursday, December 17, 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
BAS SYSTEM REPLACEMENT
RIVER VALLEY JUSTICE CENTER

SEALED PROPOSALS FOR THE REPLACEMENT OF ALL EXISTING BUILDING AUTOMATION SYSTEM (BAS) CONTROLLERS LOCATED AT RIVER VALLEY JUSTICE CENTER, 3200 MCDONOUGH ST. JOLIET, IL 60431, 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 **2:00 P.M., THURSDAY, DECEMBER 17, 2026.**

SEALED BIDS WILL BE PUBLICLY OPENED AND READ BY THE WILL COUNTY EXECUTIVE OR HER REPRESENTATIVE AT 2:05 P.M., THURSDAY, DECEMBER 17, 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
BAS SYSTEM REPLACEMENT
RIVER VALLEY JUSTICE CENTER

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 Proposal Form
4. **Signed** and completed Receipt of Addenda Form
5. Certificates of Insurance
6. Reference Form

GENERAL SPECIFICATIONS:

Bidders are invited to submit sealed proposals for the replacement of the BAS system at the River Valley Justice Center, located at 3200 McDonough St. Joliet, IL 60431.

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

MANDATORY PRE-BID CONFERENCE:

A Mandatory pre-bid conference will be held on site at the River Valley Justice Center located at 3200 McDonough St. Joliet, IL 60431 on Friday, November 20, 2026, at 1:00 P.M. Attendance is mandatory. Please pre-register your attendance by 4:00 P.M. Tuesday, November 17, 2026, by sending an email to purchasing@willcounty.gov . All attendees are required to provide a valid State issued Driver's License or Identification Card that matches the pre-registration.

SEALED PROPOSALS:

Sealed proposals will be received in the Purchasing Department, 2nd floor, Will County Office Building, 302 N. Chicago St., Joliet, IL 60432, **not later than 2:00 P.M., Thursday, December 17, 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 **2:05 P.M., Thursday, December 17, 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 Proposal 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.

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

SIGNATURE OF PROPOSALS:

The signature on proposal 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.

QUALIFICIATIONS, 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 replace the BAS system at River Valley Justice Center.

EVALUATION CRITERIA:

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

1. Experience installing required BAS systems or similar 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. References
5. 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 replacement of the BAS system at the River Valley Justice Center. An award is 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 replacement of the BAS system at the River Valley Justice Center, located at 3200 McDonough St. Joliet, IL 60431

SCOPE OF WORK:

The River Valley Justice Center (RVJC) located at 3200 McDonough St. Joliet, IL 60431 has a Building Automation System (BAS) that is nearing the end of its life expectancy. The goal of this project is to replace all existing building automation system (BAS) controllers with new BACnet IP or MS/TP devices to provide visibility and controllability of the building mechanical systems. This project will include new BACnet MS/TP communication and/or ethernet cabling. To provide connectivity to support the new IP-based controllers, installation of new CAT6 cabling will be required. Users shall access the Graphic User Interface using any connected device and a standard web browser.

Before submitting a proposal on the work specified herein, each bidder is required to conduct a site visit and/or review the existing BAS to familiarize themselves with all existing conditions, identify limitations, and field verify dimensions for use in submitting offer and completion of work. No extra compensation will be allowed because of the Contractor's misunderstanding regarding the amount of work involved or because of his/her lack of knowledge of any existing conditions.

The existing system consists of aging Alerton and Johnson Controls (JCI) devices. New communication wiring will be required for control.

Project Objectives

The contractor shall provide all labor, materials, and supervision necessary to perform:

1) Installation, configuration, and programming of new BACnet/IP and/or BACnet MS/TP controllers. Provide and install software tools required to configure and program the new system providing Will County with complete administrative access to all system configuration and programming.

- a. Systems & equipment controls to be upgraded:
  - i. BASE SCOPE:
    1. HWS
       - a. B-1
       - b. B-2
       - c. B-3
    2. CHWS
       - a. Chiller
    3. Domestic Hot Water System
       - a. DHW Boiler
    4. AHU-1
       - a. VAVs (38)
    5. AHU-2
       - a. VAVs (28)
    6. AHU-3
       - a. VAVs (27)
    7. AHU-4
       - a. VAVs (18)
    8. AHU-5 (Gym MAU)
    9. AHU-6
       - a. Negative Pressure Room
    10. MZ-1D
       - a. Zones (7)
    11. MZ-2D
       - a. Zones (6)
    12. MZ-1C
       - a. Zones (7)
    13. MZ-2C
       - a. Zones (6)

*Note: Systems that are currently fed from an emergency power circuit shall be reused. All other 120V power shall be fed by existing control panel circuit.

2) General requirements

- a. Controls Contractor shall adhere to Will County Division 25 Integrated Automation.
- b. Controls Contractor shall survey existing facility controls as-builts and installed system

to determine current controller capacity to support this scope of work. Site walk is required.

c. Controls Contractor shall furnish and install devices, conduit, conductors, and related accessories.

3) Demo

a. All devices that will not be re-used. This includes sensors, actuators, wiring, and communications cabling that are no longer needed. All old sensors and actuators shall be offered to the County for spares. If they are not needed, they shall be disposed of in an environmentally ethical manner. Old communication cables and wiring should be removed where possible.

b. Remove all current BAS controllers. All old BAS controllers shall be offered to the County for spares. If they are not needed, they shall be disposed of in an environmentally ethical manner.

   i. Keep the existing enclosure in place for the new controller(s) (if sizing works for new system).

   ii. Remove Alerton and JCI devices in all mechanical spaces.

4) New Work

a. Replace all the existing Alerton and JCI controllers with new BACnet controllers inside the existing enclosure.

   i. Preferred protocol type is daisy-chained BACnet/IP or BACnet MS/TP, both options will need new communications cabling.

   ii. All room sensors shall be replaced with modern functionality devices. Room sensors shall have the capability to display temperature in staff-facing areas and the setpoint shall not be adjustable from the sensor device. All room sensors shall have a locked cover that shall not limit the capability of the sensor device.

   iii. All room sensors for any building spaces intended for group occupancy shall include CO2 monitoring. These common areas may include, but are not limited to, gyms, living areas, conference rooms, libraries, and classrooms.

   iv. CO sensors shall be replaced or installed in any sally port and parking garage areas and provide alarming to the BAS.

   v. New Ethernet cabling will be needed for BACnet IP controllers in mechanical spaces. Current Ethernet cabling for existing IP devices can be reused but shall be tested to verify network speed requirements are met and shall be replaced if test indicates network speed issues.

   vi. Please allow for spares.

   vii. Label all wires at the controller.

b. Install new sensors and devices for each hardwired point in the system. Actuators not found to be in good working order shall be communicated to The Owner.

   i. Existing wiring from the devices to the controller can be reused.

   ii. Label all wires near sensor termination.

   iii. Existing relays, in good working order, can be re-used.

   iv. For actuators, pricing shall be provided per unit. The Owner shall confirm and approve replacement quantity.

c. Contractor shall create a submittal to include hardware, software, wiring, point/device naming and all equipment included.

d. New graphics shall be created for floor plan and all mechanical systems and equipment:

i. Server software shall be provided or upgraded to support graphical user interface for the new BACnet controllers. All required licensing additions shall be included to ensure all points for all equipment are covered.
ii. Due to the nature of the facility, local access to primary system controllers is required in the case of a network outage.
iii. The software shall have the ability to provide access to the graphic user interface inside and outside the network.
iv. Date and time information shall be gathered from a designated server.
v. Graphics shall be capable of manipulating the equipment schedules. Building schedules and setpoints shall be set to the following:
    1. Scheduling:
        a. Scheduling is determined depending on space type and will be provided by the Owner upon award.
    2. Space Setpoints:
        a. Setpoints are determined depending on space type and will be provided by the Owner upon award.
vi. Sequence of Operations shall adhere to ASHRAE Guideline 36. Where Guideline 36 is not directly applicable, Guideline 36 principles shall be applied. The following energy objectives shall be met through the updated sequences of operations:

Energy Conservation Measure Description	**Applies to**	**Details**
Scheduling and Night Setback	HW System	Optimize lead rotation and lead/lag staging of boilers to equalize runtime across boilers and ensure boilers are staging when required to maintain consistent HW temperature. Ensure boiler lockout is enabled at 65F outside air temperature, adjustable.
Economizer and OA Control	AHUs	Increase economizer lockout setpoints to align with ASHRAE recommendations and repair malfunctioning OA dampers/actuators wherever possible.
Differential Pressure Control & Resets	HW and CHW System	Program Lead/Lag pump controls for reduced pump energy while continuing to maintain differential pressure.
Chilled Water Control & Resets	CHW System	Implement a CHW supply temperature reset based on OAT or CHW return temperature and AHU valve feedback.
Pump Control	AHUs	Release HW Circulation pumps to automatic control and optimize control based on AHU heating demand.

vii. All equipment will follow naming convention for devices and points. All instance numbers shall be confirmed to be unique across all county buildings with a documented numbering scheme for this facility.
viii. Controls Contractor shall add the following devices to the BAS that are not currently visible:
    1. Negative Pressure Room
        a. Provide all labor, materials, programming, graphics, testing, and commissioning support necessary to install, integrate, display, trend, and alarm negative pressure room conditions at the local room level and within the BAS.
            i. Provide the following on the graphics for Negative Pressure Room: differential pressure, pressure status (Normal/Alarm), sensor health or fault status
        b. Furnish and install a room pressure monitor suitable for healthcare / isolation / critical space applications.
        c. Room pressure monitor shall continuously measure room pressure differential relative to the adjacent reference space (corridor).
        d. Accuracy, range, and stability shall be appropriate for low-pressure ventilation spaces (vendor to list specs in submittal).
        e. Sensor shall communicate to AHU-6 controller. Battery-only devices are not acceptable.
        f. Sensor wiring, tubing, accessories, and penetrations shall be included.
        g. Provide a local room pressure monitor display mounted at or near the room entrance in the corridor at a readable level.
            i. Display shall:
                1. Indicate current room pressure status (e.g., NEGATIVE / NORMAL / FAULT).
                2. Clearly differentiate between normal, warning, and alarm conditions using visual indicators.
                3. Remain operational at all times, with option to silence room pressure monitor when the negative pressure room is unoccupied or dedicated exhaust fan is not functional.
                4. The local display shall be driven from the same pressure sensor used by the BAS (no standalone logic)

Controls Contractor to provide network plan to Will County ICT team for installation of all CAT6 cabling. Ethernet cables will run from the designated switch ports to the newly installed IP devices. Controls Contractor will be responsible for all BACnet MS/TP control wiring and Ethernet cabling and testing.

Test & Balance

Sixteen (16) hours to support Test and Balance (TAB) services to ensure that the new BAS components

function and control building equipment properly.

Commissioning
Sixteen (16) hours to support Commissioning (Cx) services to ensure that the new BAS components function and control building equipment properly. Point-to-point (PTP) verification, functional performance testing (FPT), and GUI verification are required.

Related Documents
Will County Division 25 Integrated Automation
Will County River Valley Justice Center -- Controls Upgrade Architecture Design

DOCUMENTS & DRAWINGS
The following drawings and documents are provided to support the RFP. All documents can be accessed at the following link:

No.	Document / Drawing
1.	BAS Object Naming Standard
2.	Division 25 Integrated Automation
3.	Controls Upgrade Architecture Design

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 by 12:00 P.M. December 4, 2026. Responses to RFIs will be shared with all prospective respondents by 12:00 P.M. December 11, 2026.

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, it’s 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.

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

Building Automation System Replacement - RVJC **#2026-85**

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

Building Automation System Replacement - RVJC **#2026-85**

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

Building Automation System Replacement - RVJC **#2026-85**

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_____

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No.____, dated_____, signed_____

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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 #:	**2026-85**
DUE DATE:	**12/17/2026**
DUE:	**2:00 P.M.**
DESCRIPTION:	**BAS REPLACEMENT - RVJC**

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!