



**TOWN OF CICERO, ILLINOIS**

**INVITATION FOR BIDS**

**Energy Efficient Light Bulb Distribution Project**

**(No. EECBG-11-02)**

**ISSUE DATE: June 13, 2011**

**FINAL SUBMISSION DATE: June 28, 2011**

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## I. INTRODUCTION

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This Invitation for Bids is made by the Town of Cicero, Illinois (the “**Town**”) to qualified interested parties (the “**Bidder**”) for sealed, written bids for supplying the Town with certain compact fluorescent light bulbs (“**CFL**”) and light emitting diode light bulbs (“**LED**”).

This Invitation for Bids shall not create any legal obligation of the Town to evaluate any bid that is submitted or to enter into any contract or other agreement with any party who submits a bid except on terms and conditions that the Town deems, in its sole and absolute discretion, to be satisfactory and desirable. The Town reserves the right to reject any and all bids.

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## II. BACKGROUND

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The Town is located approximately seven (7) miles west of Chicago’s loop, and is bordered by Interstate 290 and Interstate 55. Interstate 290 intersects with Interstate 294 west of the Town, giving residents from Chicago’s southern and northern suburbs, along with visitors from Indiana and Wisconsin, easy access to the Town. The Town is also easily accessible from Chicago’s western suburbs via Interstate 88. The Town contains an area of approximately five and one-half (5½) square miles and has an estimated population of 119,000 as of 2008, based on a study conducted by the Cicero Police Department.

The Town is a home rule municipality, governed by a full-time Town President, a Town Clerk and a seven (7) member Board of Trustees. The current Town President is Larry Dominick, who was reelected in 2009 to a four (4) year term ending in 2013.

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## III. THE SCOPE OF WORK

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The Town has been awarded a grant from the United States Department of Energy of which the amount of Forty Thousand and No/100 U.S. Dollars (\$40,000.00) (the “**Grant Funds**”) are to be used to purchase certain energy efficient light bulbs for distribution to Town residents. The Grant Funds will be used as follows: (1) Twenty Thousand and No/100 U.S. Dollars (\$20,000.00) for the purchase and distribution of sixty (60) watt equivalent CFLs with cool white brightness; and (2) Twenty Thousand and No/100 U.S. Dollars (\$20,000.00) for the purchase and distribution of sixty (60) watt equivalent LEDs (collectively, the “**Project**”). The Town is seeking bids setting forth the number of CFLs and LEDs that a Bidder is capable of supplying to the Town for the dollar amounts set forth above, inclusive of all applicable delivery, handling or other fees.

The Buy American Recovery Act provisions apply to all equipment and products used in the Project and require the use of LEDs manufactured in the U.S. (the “**Buy American Requirements**”).

The Bidder should review the list of waivers issued by the Department of Energy with respect to the aforementioned requirements, which include a waiver for certain Compact Fluorescent Light bulbs, and which may be accessed online at [http://www1.eere.energy.gov/recovery/ba\\_waivers.html](http://www1.eere.energy.gov/recovery/ba_waivers.html). Notwithstanding the foregoing, preference will be given to Bidders proposing to use U.S. manufactured CFLs.

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#### **IV. LICENSES, BONDS AND COMPLIANCE WITH APPLICABLE LAWS**

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Each Bidder shall possess all necessary federal, State and local licenses, certifications, permits and/or other approvals as are required by law, and shall furnish satisfactory proof to the Town upon request that the licenses are in effect during the performance of the Project.

Each Bidder shall submit a bid performance deposit in the amount of five percent (5%) of the total contract proposal amount. The deposit is to be in the form of a certified check or a bank cashier's check. All bid performance deposit checks will be retained by the Town until the bid award is made, at which time the checks will be promptly returned to the unsuccessful bidders. The bid performance deposit check of the successful bidder will be retained until the Contractor has entered into a contract with the Town. The Town reserves the right to retain the deposit amount in the event that the Contractor refuses to enter into a contract with the Town.

All work under the contract must be executed in accordance with the terms and conditions and other requirements of the United States Department of Energy, Energy Efficiency and Conservation Block Grant Program (the "**EECBG Program**"). In addition, the Bidder selected for the Project shall adhere to all applicable federal, State and local laws, ordinances, rules and regulations, which may include, without limitation:

- A. The Illinois Public Works Employment Discrimination Act (775 ILCS 10/1, *et seq.*);
- B. The Americans with Disabilities Act (42 U.S.C. Sec. 12101, *et seq.*);
- C. The Illinois Prevailing Wage Act (820 ILCS 130/1, *et seq.*);
- D. The Illinois Human Rights Act (775 ILCS 5/1-101, *et seq.*), including without limitation, the requirement to maintain a written sexual harassment policy compliant with the requirements found therein;
- E. The Illinois Substance Abuse Prevention on Public Works Act (820 ILCS 265, *et seq.*), including the submission of a certified copy of the Bidder's Substance Abuse Prevention Policy;
- F. All requirements and regulations as set forth in this Invitation for Bids and/or the application(s) and/or proposal(s) submitted by the Town regarding the EECBG

Program;

- G. Any and all applicable reporting requirements related to the EECBG Program;
- H. All applicable provisions of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5;
- I. The Equal Employment Opportunity Clause, 44 Ill. Adm. Code 750, which is found in Exhibit B, is incorporated by reference into every bid specification and contract. Every contractor and subcontractor shall comply with the provisions of the Equal Employment Opportunity Clause; and
- J. To the extent applicable, all laborers and mechanics employed by contractors and subcontractors on construction work for this project shall be paid wages at rates no less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-5), and shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), and the contractors and subcontractors shall comply with all regulations issued pursuant to these Acts and with other applicable federal, State and local laws and regulations pertaining to labor standards including, without limitation, 5 U.S.C. 133Z-15 and 40 U.S.C. 276c.

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## V. SCHEDULE OF SERVICES

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The bid must state the proposed timeline for delivery of the CFLs and LEDs to the Town and such other factors as the Bidder deems relevant to its timeframe for delivering the same.

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## VI. EVALUATION OF BIDS

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All responses must be received by 11:00 A.M. on June 28, 2011 (the “**Submission Deadline**”) in the Office of the Clerk, Cicero Municipal Complex, First Floor, 4949 West Cermak Road, Cicero, Illinois.

The bid opening will be held at 11:15 A.M. on June 28, 2011 in the Office of the Clerk, Cicero Municipal Complex, First Floor, 4949 West Cermak Road, Cicero, Illinois (the “**Bid Opening**”). The Bid Opening will be open to the public. After the Bid Opening, Town staff will initially review all responses to determine compliance with the Submission Requirements listed in Section VIII of this Invitation for Bids. The Town reserves the right to allow non-material variances to be corrected.

All bids deemed satisfactory by Town staff at the Bid Opening will be presented to and

evaluated by certain Town officials and/or officers. The Town may contact any party submitting responses and arrange an interview with the appropriate representatives of such party. As part of any interview, the Bidder will be expected to discuss the Bidder's credentials and planned approach to providing the Services. It is anticipated that this evaluation process will take approximately seven (7) calendar days to complete. No one factor, but rather a combination of factors determined by the Town, in its sole and absolute discretion, that best satisfies the Town's objectives, will determine the Bidder chosen as the lowest responsible bidder. Factors that the Town may consider, but not necessarily in the following order of importance, include, but are not limited to:

- A. Cost;
- B. Experience with projects of similar size and scope;
- C. Qualifications and workload of the Bidder;
- D. Qualifications of the individuals assigned to the team;
- E. References;
- F. Financial ability to perform; and
- F. All other factors set forth in The Code of Ordinances of the Town of Cicero, Illinois (the "**Town Code**"), including, but not limited to, the requirements regarding the use local, minority-owned and women-owned businesses set forth in Section 2-870 of the Town Code.

No bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Town upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Town or that has failed to perform faithfully any previous contract with the Town. The Bidder, if requested, shall present, within 48 hours, evidence satisfactory to the Town of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these Specifications and contract document.

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## **VII. AWARD OF CONTRACT**

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At a minimum, bids should include the respective unit price of the CFLs and LEDs, the number of CFLs and LEDs that the Bidder proposes to supply for the dollar amount specified herein, inclusive of all shipping, handling or other fees, the timeframe for delivery and indicate the Bidder's ability to comply with the Buy American Requirements. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the equipment or supplies to be furnished in accordance with the bid. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the Town of the

compensation to the Bidder. Any exceptions not taken by the Bidder shall be assumed by the Town to be included.

A contract will be awarded to the lowest, qualified and responsible Bidder complying with the conditions of the bid documents only when it is in the best interest of the Town to accept the bid. The Town shall be the sole judge of compliance with the Specifications and reserves the right to accept or reject any and/or all bids or parts thereof and to waive non-material formalities and technicalities according to the best interests of the Town. Any bid submitted will be binding for sixty (60) days subsequent to the date of the Bid Opening.

Upon selection, the final contract amount may be subject to negotiation to determine the exact scope of services to be provided and the final contract fee amount. **Selection does not guarantee award of the contract.** In the event that the Bidder and the Town fail to agree to a contract, the Town may choose from the remaining bids or issue another Invitation for Bids. Award of a contract shall not be final until a written contract has been entered into between the Bidder and the Town’s Board of Trustees.

The successful Bidder shall, within seven (7) days after notification of the award: a) endeavor to enter into a contract in writing with the Town covering all matters and things as are set forth in the Specifications and this bid; and b) carry insurance and procure bonds acceptable to the Town, as set forth herein.

In submission of a bid, the Bidder is certifying that he has all insurance coverage required by law or that would normally be expected for the Bidder’s type of business. In addition, the Bidder is certifying that he has at least the following minimum insurance coverage:

Type of Insurance	Limit each Occurrence	Limit Aggregate
General Liability		
Bodily Injury	\$1,000,000	\$3,000,000
Property Damage	\$1,000,000	\$3,000,000
Contractual Insurance	\$1,000,000	\$3,000,000
Automobile Liability		
Bodily Injury	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000
Workers Compensation		
Employee Claims	Statutory for Illinois	
Employee Liability	\$1,000,000 per accident	

Professional Liability*	\$1,000,000 for each claim	
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\*Professional liability insurance with limits not less than \$1,000,000 for each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.

The Bidder is to grant the Town “additional insured” and “loss payee” status on all applicable insurance policies and provide the Town with original endorsements affecting coverage required by this clause. Said policies will not be cancelled unless the Town is provided thirty (30) days written notice. Nothing contained in the insurance requirement shall be construed as limiting the extent of the Contractor’s responsibilities for payment of damages resulting from his operations under the contract. The language on each endorsement shall name the Town as Additional Insured as follows: **“The Town of Cicero, Illinois, its officials, trustees, executives, employees, consultants, attorneys, agents, volunteers and representatives shall be primary and non-contributory Additional Insureds with respect to the general liability, auto liability, professional liability and umbrella coverage specified above.”**

The successful Bidder shall not commence work under the approved contract until it has obtained all insurance required hereunder and such insurance has been approved by the Town. Certificates of such insurance shall be filed with the Town prior to commencing work.

Neither the final certificate of payment nor any provision in the contract nor partial or entire use of the product/improvement embraced in this contract by the Town or the public shall constitute an acceptance of work not done in accordance with the contract, or relieve the successful Bidder of liability in respect to any express warranties or responsibility for failure to comply with the terms of those contract documents.

It is expressly agreed by the parties hereto that in the event any defects or imperfections in the materials or workmanship to be furnished by the Bidder herein appear within the period of one (1) year from the date of completion of all the work mentioned herein and acceptance thereof by the Town, the Bidder will, upon notice from the Town, which notice may be given by letter to the Bidder to the business address of the Bidder shown in the bid, repair and make good at his own cost and at no cost to the Town any such defects or imperfections and replace any defective or imperfect materials or workmanship with other materials or workmanship satisfactory to the Town, and furnish all such new materials and labor as may be necessary to do so; and in the event of the failure, refusal or delay of said workmanship or materials the Town may do so or have the same done by others, and the Bidder and surety or sureties on his bond given for the faithful performance of this contract shall be liable to the Town for all damages and expenses occasioned by such failure, refusal or delay.

To the fullest extent permitted by law, the successful Bidder shall defend, indemnify, pay the full costs and expenses of any claim, action or proceeding against the Town and shall hold harmless the Town, its officials, trustees, executives, volunteers, attorneys, agents, officers and employees, from and against any and all claims, actions, lawsuits or other proceedings, damages, losses and expenses including attorney fees, arising out of any act, action, inaction, allegation or omission of the Contractor, its subcontractors or material suppliers or anyone else employed by the Bidder, including

but not limited to damages for a breach of this contract, regardless of whether or not such claim, action, proceeding, damage, loss or expense is caused in whole or in part by a party indemnified hereunder, provided however, that no party shall be indemnified for its own negligence. The obligation to indemnify shall not be construed to negate, waive or reduce any other rights or obligations of indemnity which would otherwise exist nor bar any action against the Bidder; the Bidder expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, pay costs and keep and save harmless and defend the Town as herein provided.

The Town reserves the right, at its sole discretion, to cancel or modify this Invitation for Bids in part or in its entirety. The Town will not reimburse Bidders for any costs incurred in the preparation or submission of the bids. All bids are made at the sole cost of the Bidder. Proposed fees should not include or consider the costs incurred in preparation of the bid.

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## VIII. BID SUBMISSION

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A bid form is attached hereto as Appendix A. All bids must be submitted on the forms provided, complete and intact, properly signed in ink in the proper spaces and submitted in a sealed envelope and shall include each of the Exhibits attached hereto. The Bidder must also submit a narrative statement including the location of the Bidder's permanent place of business, evidence of its ability to provide an efficient and adequate plan for executing the work, a list of similar projects carried out by the Bidder and a list of all projects the Bidder presently has under contract. Bidders are to submit all materials together in a sealed packet and clearly mark on the outside of the package "**Energy Efficient Light Bulb Distribution.**" Bidders must submit four (4) copies of the bid.

All bids must be delivered to the appropriate Town representative prior to the bid opening date and time to be considered. Anything else to be considered in the bid process must be in addition to the bid forms provided.

All bids **MUST** be received at the address below no later than 11:00 A.M. on June 28, 2011.  
Town of Cicero  
Cicero Municipal Complex  
Office of the Clerk, First Floor  
4949 West Cermak Road  
Cicero, IL 60804

**Late bids WILL NOT be accepted.** Bids must be submitted on the original forms provided by the Town and completely intact as issued. Bids transmitted by facsimile machine or e-mail will not be accepted, nor will the Town transmit bid documents to prospective Bidders by way of a facsimile machine. Bids received prior to the Bid Opening will be securely kept, unopened. The Town official or employee, whose duty it is to open the bids, will decide when the Submission Deadline has arrived, and no bid received thereafter will be considered. No responsibility will be attached to the Town or its representatives for the premature or non-opening of a bid not properly addressed and identified, except as otherwise provided by law. A written request for the withdrawal, modification or correction of a bid

or any part thereof may be granted if the request is received by the Town prior to the Bid Opening. After the Bid Opening, the Bidder cannot withdraw or cancel his bid for a period of sixty (60) calendar days, or such longer time as stated in the bid documents.

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## **IX. DISQUALIFICATION OF BIDS**

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More than one bid from an individual, firm, partnership, corporation, company, entity or association under the same or different names for the same work described herein will not be considered. Reasonable grounds for believing that any party is interested in more than one bid for the work contemplated will cause the rejection of all bids in which said party is interested. If there are reasonable grounds for believing that collusion exists between or among the parties submitting bids, the bids of the participants in such collusion will not be considered.

Each of the following events shall also be considered an Event of Disqualification:

1. Unilateral withdrawal by the selected Bidder;
2. Failure by the Bidder for any reason whatsoever to negotiate in good faith or to timely execute a contract with the Town;
3. Any material misrepresentation, omission or inaccuracy contained in any document submitted as part of the Bidder's submission pursuant to this Invitation for Bids or subsequent thereto; or
4. Failure to timely provide any additional material required by the Town or authorized representatives of the Town after selection of the Bidder.

Upon the happening of an Event of Disqualification by a selected Bidder, the Town shall have the right, at its election, to: (i) rescind its selection of the Bidder; (ii) declare null and void any agreement that may have already been executed; and (iii) retain any amount theretofore paid to the Town by the Bidder.

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## **X. MISCELLANEOUS**

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The Bidder is specifically denied the right of using in any form or medium the name of the Town for any advertising, promotion or reference, unless express written permission is granted by the Town.

Any contract negotiated through these procedures shall be subject to approval by the Town Board of Trustees and shall not become effective until a written contract has been entered into by the parties. The contents of this Invitation for Bids shall become part of any such contract.

No amendment of a contract shall be valid unless made in writing and signed by the Town

President or his authorized representative. The Contractor shall not assign the contract, or any part thereof, to any other person, firm or corporation without the previous written consent of the Town. Such assignment shall not relieve the Contractor from his obligations or change the terms of the contract.

Nothing herein shall be construed to create an employer-employee or agent-principal relationship between the Town and the Contractor. The Contractor is an “at will” independent contractor and not an agent, employee or representative of the Town or any of its related entities or departments and will not represent to be or hold itself out as an agent, employee or representative of the Town. The consideration set forth in the contract shall be the sole consideration due the Contractor for its services. It is understood that the Town will not withhold any amounts for payment of taxes from the compensation of the Contractor hereunder.

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## **XI. CONTACT INFORMATION**

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Questions about this Invitation for Bids should be directed to;  
Craig Pesek  
Town Project Manager  
(708) 656-3600 Ext. 383      [Cpesek@theTownofCicero.com](mailto:Cpesek@theTownofCicero.com)

**APPENDIX A - BID SHEET**

Please specify the respective unit price of the CFLs and LEDs and the total number of CFLs to be supplied to the Town for Twenty Thousand and No/100 U.S. Dollars (\$20,000.00), inclusive of all shipping, handling or other fees, and the number of LEDs to be supplied to the Town for Twenty Thousand and No/100 U.S. Dollars (\$20,000.00), inclusive of all shipping, handling or other fees.

Unit Price: CFL: \_\_\_\_\_ LED: \_\_\_\_\_

Number to Be Provided: CFL: \_\_\_\_\_ LED: \_\_\_\_\_

Manufactured in the U.S.: CFL: \_\_\_\_\_ LED: \_\_\_\_\_

Expected Delivery Date(s): CFL: \_\_\_\_\_ LED: \_\_\_\_\_

By submitting a bid in response to the Invitation for Bids, the Bidder agrees to the following:

- 1) The Bidder agrees to and accepts all terms listed in the Invitation for Bids and guarantees that the Bidder is capable of providing services as described and in concurrence with the conditions listed in the Invitation for Bids.
- 2) The Bidder agrees that, if selected, it is prepared to enter a contract with the Town for performance of the Project, subject to agreement on the final scope of work and the final negotiated fee amount.
- 2) The Bidder agrees to and accepts that the selection of a proposed bid by the Town is not a guarantee of contract for the amount proposed in the Bidder's bid, nor is selection a guarantee of any contract.
- 3) The Bidder guarantees that all work provided in the bid is original and does not infringe in any way upon the rights of others and that the Bidder can perform all obligations in compliance with all federal, State and local laws, rules and regulations.
- 4) By submitting the bid the Bidder relinquishes all rights to submitted bid or the ideas contained therein and the Town reserves the right to retain all submitted bids and to use any ideas and any bid submitted, regardless of whether or not the bid is selected. All materials submitted in response to the Invitation for Bids shall become property of the Town and will not be returned.

Bidder: \_\_\_\_\_

Name and title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_



**EXHIBIT B**  
**(Non-Discrimination Questionnaire Form)**

This Non-Discrimination Questionnaire is submitted as of the \_\_\_ day of \_\_\_\_\_, 2011 by \_\_\_\_\_ (the “**Undersigned**”), being the \_\_\_\_\_ (sole owner, partner, president, secretary, etc.) of \_\_\_\_\_ (the “**Bidder**”), in connection with its submission to the Town of Cicero (the “**Town**”) pursuant to the Invitation for Bids issued by the Town for supplying certain energy efficient light bulbs to the Town. The Undersigned states that he or she has personal knowledge of the matters contained herein, and has been authorized by the Bidder to complete this form with the information contained herein.

Complete All Items:

Does the Bidder:	Yes	No
A) Currently employ fewer than twenty-five (25) persons, exclusive of the parents, spouse or children of the Bidder?	_____	_____
B) Agree that, if awarded the contract for the Services, it will not during the performance of the contract discriminate against any employee or applicant for employment because of race, religion, age, sex or national origin?	_____	_____
C) Agree that it will cooperate with the Town to employ local, women and minority businesses, when feasible and financially practical?	_____	_____

Sincerely,

\_\_\_\_\_  
Name of Bidder

By: \_\_\_\_\_

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* (the "Act"), or the Rules and Regulations of the Department of Human Rights (the "Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.
- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and Rules and Regulations, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

- 5) That he or she will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and the Department's Rules and Regulations.
- 6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
- 7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**EXHIBIT C**  
**(Bidder's Statement for Public Disclosure Form)**

This Bidder's Statement For Public Disclosure is submitted as of the \_\_\_\_ day of \_\_\_\_\_, 2011 by \_\_\_\_\_ (the "**Undersigned**"), being the \_\_\_\_\_ (sole owner, partner, president, secretary, etc.) of \_\_\_\_\_ (the "**Bidder**"), in connection with its submission to the Town of Cicero (the "**Town**") pursuant to the Invitation for Bids issued by the Town for supplying certain energy efficient light bulbs to the Town. The Undersigned states that he or she has personal knowledge of the matters contained herein, and has been authorized by the Bidder to complete this form with the information contained herein.

**A. BIDDER INFORMATION:**

1. Name of the Bidder: \_\_\_\_\_
2. Address of the Bidder: \_\_\_\_\_
3. If the Bidder is not an individual doing business under his or her own name, or if the Bidder is a legal entity or is an entity doing business under an assumed or fictitious name, the Bidder has the status indicated below and is organized or operating under the laws of the state of \_\_\_\_\_:

_____	a corporation with the legal name of _____ and, if applicable, the assumed name of _____.
_____	a limited liability company with the legal name _____ and, if applicable, the assumed name of _____.
_____	a partnership or joint venture with the legal name of _____ and, if applicable, the assumed name of _____.
_____	Other (explain) _____.

4. Names, addresses, titles of positions (if any) and the nature and extent of the interest of the officers and principal members, shareholders and investors of any member of the Bidder as follows:
  - a. If the Bidder is a corporation, the officers, directors or trustees and each stockholder owning more than ten percent (10%) of any class of stock.
  - b. If the Bidder is a limited liability company, each member owning a ten percent (10%) or greater interest and each manager if not managed by the members.
  - c. If the Bidder is a partnership or joint venture, each partner or participant and the percentage interest owned by each party or a description of the character and extent of interest.

Name

Address

**Percent Owned/  
Extent of Interest**

Sincerely,

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Name of the Bidder

By: \_\_\_\_\_

**EXHIBIT D**  
(Certification form)

This Certification is made as of the \_\_\_ day of \_\_\_\_\_, 2011 by \_\_\_\_\_ (the “**Undersigned**”), being the \_\_\_\_\_ (sole owner, partner, president, secretary, etc.) of \_\_\_\_\_ (the “**Bidder**”), in connection with its response (“**Bid**”) to the Town of Cicero (the “**Town**”) pursuant to the Invitation for Bids issued by the Town for supplying certain energy efficient light bulbs to the Town. The Undersigned states that he or she has been authorized by the Bidder to make this Certification, and that the Bidder acknowledges that the Town will be relying on this Certification.

**The Undersigned hereby certifies and declares that he or she has carefully read and acknowledges each and every part of the Bid, including each of the completed forms submitted as part of the Bid (which include the Non-Collusion Affidavit, the Non-Discrimination Questionnaire and the Bidder’s Statement for Public Disclosure); that to the best of my knowledge and belief all statements contained in the Bid and any attachments to the Bid or any accompanying forms are true and accurate and not otherwise misleading and do not fail to include any information that would be relevant to a fair determination by the Town of the Bidder’s ability to undertake the Services; and that all of said forms and the Bid have been duly signed by authorized representatives of the Bidder.**

**The Undersigned hereby further certifies and declares that that the Bidder is not barred from bidding on this contract as the result of a violation of either Section 33E-3 or Section 33E-4 the Illinois Criminal Code (720 ILCS 5/33E-3 and 720 ILCS 5/33E-4).**

**The Undersigned hereby further certifies and declares that: (1) the Bidder is not delinquent in the payment of any tax administered by the Department of Revenue unless the Bidder is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax; and (2) it understands that making a false statement is a Class A misdemeanor that voids the contract and allows the Town to recover all amounts paid to the Bidder under the contract in a civil action.**

Dated: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 2011.

(SEAL)

\_\_\_\_\_  
Notary Public

**EXHIBIT E**  
**(The Bidder's Checklist)**

- Have you provided an original and four (4) copies of your response as required?**
  
- Have you signed and dated your response on the Bid Sheet?**
  
- Have you signed and dated your response on the Certification Form?**
  
- Have you included a bid performance deposit in the amount of five percent (5%) of the total contract proposal amount?**
  
- Have you signed and included the Non-Collusion Affidavit?**
  
- Have you signed and included the Non-Discrimination Questionnaire?**
  
- Have you signed and included the Bidder's Statement for Public Disclosure?**
  
- Have you included a certified copy of your Substance Abuse Prevention Policy?**
  
- Have you included a list of references?**