



TOWN OF CICERO, ILLINOIS

REQUEST FOR PROPOSAL

**Municipal Buildings Lighting Retrofit
(RFP No. EECBG-11-01)**

ISSUE DATE: June 13, 2011

FINAL SUBMISSION DATE: June 28, 2011

I. INTRODUCTION

This Request For Proposals (“**RFP**”) is made by the Town of Cicero, Illinois (the “**Town**”) to qualified interested parties (“**Bidders**”) for sealed, written proposals for retrofitting lighting fixtures and sensors (the “**Services**”) in the interior of eight (8) municipal buildings owned and/or operated by the Town (collectively, the “**Buildings**”) and located in the Town.

This RFP shall not create any legal obligation of the Town to evaluate any proposal that is submitted or to enter into any contract or other agreement with any party who submits a proposal 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 proposals.

II. BACKGROUND

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.

III. THE SCOPE OF WORK

The party chosen to perform the Services (the “**Contractor**”) will provide all necessary labor, equipment, materials and supplies to retrofit certain lighting fixtures and sensors located in the interior of the Buildings, which are located at 1600 South Central Avenue; 5303 West 25th Street; 5401 West 34th Street; 2944 South Laramie Avenue; 5051 West Ogden Avenue; 1634 South Laramie Avenue (North Complex and Animal Shelter buildings); and 5631 West 35th Street, within the Town. The Services will also include removal and disposal or storage, as directed by the Town, of the existing lighting fixtures, sensors and related materials. A table summarizing the projected scope of the Services is attached hereto and incorporated herein as Appendix C, but is subject to modification.

The Buy American Recovery Act provisions apply to all equipment and products used in connection with the Services. Bidders should review the list of waivers issued by the Department of Energy with respect to the aforementioned requirements, which may be accessed online at http://www1.eere.energy.gov/recovery/ba_waivers.html and which include a waiver for certain Compact Fluorescent Light bulbs.

Proposals submitted in response to this RFP should set forth the Bidder's understanding of the scope of the Services.

IV. QUALIFICATIONS

In addition to addressing the requirements outlined in the Scope of Work, a proposal should include statements setting forth the Bidder's line of business, organizational structure, summary of past experience, including experience with municipal projects, specific descriptions of at least three (3) completed projects that are similar in subject, size and complexity to the scope of services specified herein and evidence of the Bidder's financial capacity to perform a contract with the Town. These descriptions must include contact information for reputable references that can attest to the Bidder's representations.

The Bidder should also provide professional resumes, including education, work experience, professional credentials and employment status (e.g. full-time, part-time, years with the firm and job description) for each individual that will perform the Services.

Bidders selected as finalists may be expected to address more detailed issues regarding financial and other specifics of the Bidder and its operations. These same finalists maybe expected to participate in interviews with a selection panel. A complete tabulation of the Bidder's current project workload must be included. Each project shall be identified by name, type, size, duration and personnel assigned.

V. LICENSES, DEPOSIT AND BONDS

Each Contractor 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 entire period during which the Contractor performs the Services.

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.

In compliance with the Public Construction Bond Act, the Contractor shall be required to furnish, supply and deliver a bond with good and sufficient sureties in an amount equal to the total contract price or such other amount as shall be fixed by the President and Board of Trustees (collectively, the “**Corporate Authorities**”) of the Town. Said bond will be conditioned on the completion of the contract entered into between the Contractor and the Town and for the payment of material used and labor performed in the completion of the Services, whether by subcontractor or otherwise, and shall contain all applicable provisions required by the Public Construction Bond Act, 30 ILCS 550/1 *et. seq.* Pursuant to 30 ILCS 550/1 and to the extent allowed by applicable law, the Corporate Authorities may allow the substitution of a non-diminishing irrevocable bank letter of credit in lieu of the bond required by this Section VI.

VI. SCHEDULE OF SERVICES

The proposal must state the proposed timeline for completion of the Services, including any factors that will impact the timeframe in which the Bidder can schedule and complete the Services.

VII. EVALUATION OF PROPOSALS

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 proposals will be opened and the bids reviewed on 11:30 A.M. on June 28, 2011 in the Cicero Municipal Complex, First Floor Conference Room, 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 IX of this RFP. The Town reserves the right to allow non-material variances to be corrected.

All proposals 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.
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VIII. FEE AND AWARD OF CONTRACT

Proposals should include a total not-to-exceed contract proposal amount. At a minimum, the cost proposal must be broken down into material costs and labor costs for the Services and should indicate compliance with the Buy American Recovery Act provisions. Proposals must explicitly list and describe any services or items not included in the proposal fee amount. The proposal fee should be broken down to include major fee categories.

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 proposals or issue another Request for Proposals. 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 Town reserves the right, at its sole discretion, to cancel or modify this RFP in part or in its entirety. The Town will not reimburse Bidders for any costs incurred in the preparation or submission of the proposal. All proposals are made at the sole cost of the Bidder. Proposed fees should not include or consider the costs incurred in preparation of the proposal.

IX. PROPOSAL SUBMISSION

All Proposals **MUST** be received at the address below no later than 11:00 AM on June 28, 2011.

Town of Cicero
Cicero Municipal Complex
Office of the Clerk, First Floor
4949 West Cermak Road
Cicero, IL 60804

Late proposals WILL NOT be accepted. Proposals must be hand delivered or mailed. Emailed or faxed proposals **WILL NOT** be accepted. Bidders are to submit all materials together in a sealed packet and clearly mark on the outside of the package “**Municipal Buildings Lighting Retrofit.**” Bidders must submit four (4) copies of the proposal.

The following information MUST be addressed in the proposal:

- Brief Description of the Bidder;
- An Executive Summary detailing the Bidder's understanding of the project and the Bidder's interest in the project;
- Requirements identified in the Scope of Work;
- Qualifications (See Section V);
- Necessary Licenses (See Section VI);
- Bid Performance Deposit Equal to Five Percent (5%) of the Total Contract Proposal Amount (See Section 24 of the Instructions to Bidders);
- References – names and phone numbers of references for at least three similar projects;
- Detailed Bid Sheet (see Appendix A);
- Non-Collusion Affidavit (See form attached as Exhibit A to the Instructions to Bidders);
- Non-Discrimination Questionnaire (See form attached as Exhibit B to the Instructions to Bidders);
- The Bidder's Statement for Public Disclosure (See form attached as Exhibit C to the Instructions to Bidders);
- Certification (See form attached as Exhibit D to the Instructions to Bidders);
- Certified Copy of the Bidder's Substance Abuse Prevention Plan (See Instructions to Bidders, Section 26); and
- The Bidder's Checklist (See form attached as Exhibit E to the Instructions to Bidders).

The submission of a proposal grants permission to the Town to make inquiries concerning the Bidder, its principals, officers and directors to any persons or firms the Town deems appropriate.

XI. DISQUALIFICATION OF PROPOSALS

More than one proposal 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 proposal for the work contemplated will cause the rejection of all proposals in which said party is interested. If there are reasonable grounds for believing that collusion exists between or among the parties submitting proposals, the proposals 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 Contractor;
2. Failure by the Contractor 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 Contractor's submission pursuant to this RFP 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 Contractor.

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 Contractor; (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 Contractor.

XII. INSTRUCTIONS TO BIDDERS

The Bidder shall comply with the Instructions to Bidders, attached hereto and incorporative herein as Appendix B. The Bidder is expected to fully inform itself as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the Bidder's own risk. Submitting a bid is an assumption that the Bidder is familiar with all conditions and intends to comply with them unless otherwise noted.

XIII. MISCELLANEOUS

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.

The Town reserves the right to designate alternative personnel of the Contractor when the Town is dissatisfied with the performance of assigned personnel after the work commences.

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.

XIV. CONTACT INFORMATION

Questions about the RFP should be directed to James Wood at (708) 656-3600 or jwood@thetownofcicero.com.

APPENDIX A - BID SHEET

Please attach a breakdown of the proposed bid amount, including all major steps as deemed appropriate by the Bidder. At a minimum, the proposed amount of the labor and materials and total cost must be included. The bid should also indicate whether all manufactured items are made in the United States.

Labor: _____

Materials: _____

Total Cost: _____

By submitting a proposal in response to the RFP, the Bidder agrees to the following:

- 1) The Bidder agrees to and accepts all terms listed in the RFP and guarantees that the Bidder is capable of providing services as described and in concurrence with the conditions listed in the RFP.
- 2) The Bidder agrees that, if selected, it is prepared to enter a contract with the Town for performance of the Services, 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 proposal 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 proposal the Bidder relinquishes all rights to submitted proposals or the ideas contained therein and the Town reserves the right to retain all submitted proposals and to use any ideas and any proposal submitted, regardless of whether or not the proposal is selected. All materials submitted in response to the RFP shall become property of the Town and will not be returned.

Bidder: _____

Name and title: _____

Signature: _____ Date _____

APPENDIX B - INSTRUCTIONS TO BIDDERS

The general rules and conditions that follow apply to all bids requested and accepted by the Town unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and Specifications (as defined herein) before submitting bids. Failure to do so will be at the Bidder's own risk. Submitting a bid is an assumption that the Bidder has become familiar with all conditions and intends to comply with them unless noted otherwise.

1. FORMS

Bid forms are furnished by the Town. 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. The Bidder must also submit a narrative proposal 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.

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. Bids must be identified as such on the outside of the sealed envelope and clearly mark on the outside of the package "**Municipal Buildings Lighting Retrofit.**" Bidders must submit four (4) copies of the proposal.

2. ALTERNATE MULTIPLE BIDS/SPECIFICATIONS

The Request for Proposal states the specifications being bid (the "**Specifications**"). Those Specifications describe the services that the Town feels are necessary to meet the performance requirements of the Town. It is not the desire or the intent to eliminate or exclude any Bidder from bidding because of minor deviations, alternates or changes. Bidders desiring to bid on services which deviate from these Specifications, but which they believe are equivalent, are requested to submit alternate bids. However, alternate bids must be clearly indicated as such, and deviations from the applicable Specifications should be plainly noted. The bid must be accompanied by complete specifications for the services offered. Any questions regarding the Specifications, drawings, etc., shall be referred to that individual so referenced in the Specifications section of the RFP. Bidders wishing to submit a secondary bid must submit it as an alternate bid. There is to be only one bid per envelope.

The Town shall be the sole and final judge unequivocally as to whether any substitute is of equivalent or better quality. This decision is final and will not be subject to recourse by any person, firm or corporation.

3. RECEIVING OF BIDS

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.

4. **LATE BIDS**

Bids arriving after the Submission Deadline, whether sent by mail, courier or in person, will not be accepted. These bids will either be refused or returned unopened. It is the Bidder's responsibility for timely delivery regardless of the method used. Mailed bids which are delivered after the Submission Deadline will not be accepted regardless of the post-marked time on the envelope.

5. **ORIGINAL FORMS REQUIRED; BIDS BY FACSIMILE OR E-MAIL NOT ALLOWED**

Bids must be submitted on the original forms provided by the Town 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 or e-mail.

6. **ERROR IN BIDS**

When an error is made in extending total prices, the unit bid price will govern. Otherwise, the Bidder is not relieved from errors in bid preparation. Erasures or other alterations in bids must be explained over signature of the Bidder.

7. **WITHDRAWAL OF BIDS**

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.

8. **CONSIDERATION OF BID**

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.

9. **PRICES**

Unit prices shall be shown for each unit on which there is a bid, and shall include all packing, crating, freight and shipping charges, including the cost of unloading at the destination unless otherwise stated in the bid. Unit prices shall not include any local, State or federal taxes. The Town is exempt, by law, from paying State and Town retailer's occupation tax, service occupation tax and federal excise tax. The Town will supply the successful Bidder with its tax exemption number. Cash discounts will not be considered in determining overall price, but may be used in an overall evaluation.

10. **AWARD OR REJECTION**

The Town reserves the right to reject and/or award any and 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.

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.

11. **PAYMENT**

Payment will be made within thirty (30) days after acceptance in writing by the Town of the services rendered and the Contractor's compliance with all stipulations relating to the bid and/or contract. If a request for payment issued to the Town by the Contractor is for a partial payment of the award, following completion of a particular phase of work then completed, if so allowed by the contract and bid documents, then the Town will still determine acceptance in writing to the Contractor. Notwithstanding anything to the contrary, the Town may withhold 10% of the total amount of the contract award until the Town issues a certificate of 100% completion at the conclusion of the work.

12. **REQUIREMENT OF BIDDER**

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.

13. **COMPLIANCE WITH ALL LAWS**

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**") and all applicable federal, State and local laws, ordinances, rules and regulations, including, to the extent applicable:

- 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. All requirements and regulations as set forth in the RFP and/or the application(s) and/or proposal(s) submitted by the Town regarding the EECBG Program;
- F. Any and all applicable reporting requirements related to the EECBG Program; and
- G. All applicable provisions of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

14. **CONTRACT ALTERATIONS**

No amendment of a contract shall be valid unless made in writing and signed by the Town President or his authorized representative.

15. **NOTICES**

All notices required by the contract shall be given in writing.

16. **NON-ASSIGNABILITY**

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.

17. **INDEMNITY**

To the fullest extent permitted by law, the Contractor 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 Contractor, 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 Contractor; the Contractor 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.

18. EQUAL EMPLOYMENT OPPORTUNITY

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.

19. REQUIRED INSURANCE

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	

*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 Contractor 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.

20. ACCEPTANCE

After the award of the bid and execution of a written contract, these Instructions to Bidders, and all other portions of the bid documents, including the Specifications, will constitute part of the legal contract between the Town and the successful bidder.

21. DEFAULT

The Town may terminate a contract immediately by written notice of default to the Contractor if the Contractor:

- Fails to make delivery or perform the Services within the time frame specified in the Specifications;
- Fails to make progress so as to endanger performance of the contract; and/or
- Fails to provide or maintain in full force and effect, the liability and indemnification coverage or performance bond as is required.

If the Town terminates the contract, the Town may procure services similar to those so terminated and the Contractor shall be liable to the Town for any excess costs for similar services, unless the Contractor provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor. Default provisions set forth in this Section 21 are not a limitation or restriction on any other section of this RFP, or on any cause of action at law or in equity, and the Town is imposed with no limitation except as that restricted by law.

22. SPECIAL CONDITIONS

Wherever special conditions/requirements are written into the Specifications or special provisions which are in conflict with conditions stated in these Instructions to Bidders, the conditions stated in the Specifications or special provisions/requirements shall take precedence.

23. PERMITS AND LICENSES

The successful Bidder shall obtain, at his own expense, all permits and licenses that may be required to complete the contract (where applicable).

24. BID PERFORMANCE DEPOSIT

When a bid performance deposit is required, it will be so stated elsewhere within this bid package along with the amount required. 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.

25. GENERAL GUARANTY

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 Contractor 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 Contractor 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 Contractor will, upon notice from the Town, which notice may be given by letter to the Contractor to the business address of the Contractor shown in the proposal, 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 Contractor 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.

26. PREVAILING WAGES

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.

To the extent applicable, the Contractor shall comply with the requirements of Section 5 of the Prevailing Wage Act (820 ILCS 130/5). The Contractor shall require each trade contractor, and all subcontractors and sub-subcontractors participating on the project to make and keep those records required under Section 5 of the Prevailing Wage Act (820 ILCS 130/5). In conformance with the Act, each contractor and/or subcontractor, or other entity performing work on the project, shall maintain

records of all laborers, mechanics and other workers employed by them on this project, including the following information on each worker: (1) name; (2) address; (3) telephone number when available; (4) social security number; (5) classification or classifications; (6) hourly wages paid in each pay period; (7) number of hours worked each day; and (8) starting and ending times of each day. These records shall be kept by the participating contractor and subcontractor for a period of not less than three (3) years. Each participating contractor and subcontractor shall submit a monthly certified payroll to the Contractor consisting of the above-referenced information as well as a statement signed by the participating contractor or subcontractor that certifies: (a) the records are true and accurate; (b) the hourly rates paid to each worker are not less than the general prevailing rate of hourly wages required under the Prevailing Wage Act; and (c) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. The Contractor shall include the above-referenced certified statement from each applicable trade contractor, subcontractor and/or sub-subcontractor referenced in each application for payment to the Town.

Not less than the prevailing wage shall be paid for labor on the work to be done as required by law.

27. CONTRACTOR AND SUBCONTRACTOR SUBSTANCE ABUSE PREVENTION POLICY

In accordance with the Substance Abuse Prevention on Public Works Act (820 ILCS 265, *et seq.*) employees of the Contractor and employees of any subcontractor are prohibited from using, possessing, distributing, delivering or being under the influence of a drug or alcohol, as defined in said Act, while performing the Services. Before commencing work on the Services, the Contractor shall have in place a written program which meets or exceeds the program requirements in said Act, to be filed with the Town and made available to the general public, for the prevention of substance abuse among its employees. The Contractor and any subcontractor shall file with the Town a copy of its substance abuse prevention policy along with a letter certifying that the policy meets the requirements of the Substance Abuse Prevention on Public Works Act or certifying that the Contractor, or applicable subcontractor, has a collective bargaining agreement in effect dealing with the subject matter of said Act.

28. BID CERTIFICATION FORM

The Illinois Criminal Code of 1961, Sections 33E-3 and 33E-4 (720 ILCS 5/33E-3 and 5/33E-4) state that it is unlawful to participate in bid-rigging and/or bid rotating. Therefore, all bid submittals must include a signed and notarized Bid Certification Form (See Exhibit D) certifying that the Bidder is in compliance with Sections 33E-3 and 33E-4 of the Illinois Criminal Code regarding bid rotating and bid-rigging.

29. DEVIATIONS

Unless denoted “No Substitution,” the Town’s minimum required Specifications may be exceeded. However, vendors must list all specification deviations and provide a description and/or catalog sheet that fully describes that which they propose to furnish, in lieu of that specified. Final bid

acceptance shall be based upon that bid deemed most favorable to the interests of the Town after all bids have been examined and canvassed.

30. **INDEPENDENT CONTRACTOR**

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.

31. **GENERAL PROVISIONS AS TO CONTRACT**

In addition to those provisions stated herein, the following provisions additionally shall be part of any contract entered into by the Town and the Contractor:

- A. **GOVERNING LAW.** This contract shall be governed by the laws of the State of Illinois.
- B. **JURISDICTION.** The Town and the Contractor agree that the Circuit Court of Cook County or the United States District Court for the Northern District of Illinois shall be the appropriate fora for any and all litigation resulting from this contract.
- C. **ATTORNEY FEES.** Should either party employ an attorney or attorneys to enforce any of the provisions hereof, to recover damages for the breach of the contract or otherwise bring suit or grievance against the other party as related to or resulting from the contract, the non-prevailing party shall pay to the prevailing party all reasonable costs, damages and expenses, including attorneys’ fees, expended or incurred in connection therewith.
- D. **COUNTERPARTS.** Each and every signatory to the contract has the power and authority to so execute the contract and so bind the party to be charged. The contract may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall be deemed one contract.
- E. **SEVERABILITY.** If any provision of the contract is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed and enforced as so limited.
- F. **AMENDMENT.** This contract may only be modified or amended in writing, provided such writing is signed by both parties to the contract.
- G. **ADVICE OF COUNSEL.** EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS CONTRACT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE

ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THE CONTRACT. THE CONTRACT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION THEREOF.

APPENDIX C

As set forth in Section III of this RFP, the Contractor will provide all necessary labor, equipment, materials and supplies to retrofit certain lighting fixtures and sensors located in the interior of the Buildings, which are located at 1600 South Central Avenue; 5303 West 25th Street; 5401 West 34th Street; 2944 South Laramie Avenue; 5051 West Ogden Avenue; 1634 South Laramie Avenue (North Complex and Animal Shelter buildings); and 5631 West 35th Street, within the Town. The Services will also include removal and disposal or storage, as directed by the Town, of the existing lighting fixtures, sensors and related materials.

The scope of the Services is projected to include the following replacements:

Exit Lights:

Replacing 39 exit signs with LED fixtures

T5's:

Replacing 55 (4x2-T12) fixtures with T5 fixtures

Replacing 34 (4x2-T12) Hibay fixtures with 4x2 Hibay T5 fixtures

Replacing 16 (4x3-T8) fixture with T5 fixtures

Replacing 9 Mercury Vapor fixtures with 4x6 Hibay T5 fixture

Incandescent Lights:

Replacing 39 incandescent lights with CFL

T8:

Replacing 45 (2x2-T12) Layin Troffers with T8 fixtures

Replacing 12 (4x1-T12) Surface Mount fixtures with T8 fixtures

Replacing 8 (4x2-T12) Hanging fixtures with T8 fixtures

Replacing 122 (4x2-T12) Layin Troffers with T8 fixtures

Replacing 43 (4x2-T12) Fluorescent tubes with T8 replacements

Replacing 2 (4x3-T12) with T8 fixtures

Replacing 103 (4x4-T12) Layin Troffers with T8 fixtures

Replacing 44 (4x6-T12) Layin Troffers with T8 fixtures

Replacing 22 (8x2-T12) Layin Troffers with T8 fixtures

Replacing 16 lights switches with Occupancy Light Sensor

Questions about the RFP should be directed to James Wood at (708) 656-3600 or jwood@thetownofcicero.com.

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 Request for Proposals issued by the Town as RFP No _____ for the retrofitting of lighting and sensors at eight (8) municipal buildings.. 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 Request for Proposals issued by the Town as RFP No. _____ for the retrofitting of lighting and sensors at eight (8) municipal buildings. 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,

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 (“**Proposal**”) to the Town of Cicero (the “**Town**”) pursuant to the Request for Proposals issued by the Town as RFP No. _____ for the retrofitting of lighting and sensors at eight (8) municipal buildings. 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 Proposal, including each of the completed forms submitted as part of the Proposal (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 Proposal and any attachments to the Proposal 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 Proposal 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?**