

SECTION I REQUEST FOR PROPOSAL

**LED Lighting project the CITY OF BERWYN POLICE
DEPARTMENT AND CITY HALL**

NOTICE TO PROPOSERS: Sealed proposals will be received at the Office of the City Clerk, until the time and date specified below for:

**LED Lighting project the CITY OF BERWYN POLICE
DEPARTMENT AND CITY HALL**

RFP packets are available at the City Clerk’s Office, City Hall, 6700 W. 26th Street, Berwyn, IL 60402 and at the City of Berwyn website: www.berwyn-il.gov

ADDRESS PROPOSALS TO: Attention of the City Clerk’s Office, City Hall, 6700 W. 26th Street, Berwyn, IL 60402, on or before 10:00 a.m., on August 12, 2020. Proposals shall be sealed and clearly marked on the front **“Proposal for LED lighting project at the City of Berwyn Police Department and City Hall.”** **FAXED PROPOSALS WILL NOT BE ACCEPTED.**

PROPOSALS ARE DUE NO LATER THAN: 10:00 a.m. on August 12, 2020. Proposers shall submit four (4) copies of their proposal. Bids will be opened and read aloud at 10:30 on August 12, 2020 in the second floor council chambers of City Hall.

The City of Berwyn is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City of Berwyn, or any other means of delivery employed by the bidder. Similarly, the City of Berwyn is not responsible for, and will not open, any bid responses which are received later than the date and time stated.

QUESTIONS: All questions and clarifications regarding this Request for Proposal must be submitted no later than 4 p.m August 11, 2020 by e-mailing the following City Representative(s):

Police Department
Michael R. Ochsner, Jr.
Division Commander
MOchsner1@ci.berwyn.il.us

City Hall
Ruth Siaba Green
City Administrator
RSiabagreen@ci.berwyn.il.us

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SECTION II SPECIFIC CONDITIONS AND INSTRUCTIONS FOR THIS PROPOSAL

A. SCOPE:

The City of Berwyn is soliciting proposals from qualified certified ComEd Service Provider companies (supplier) to perform lighting upgrades at the Berwyn Police Department and secure ComEd energy efficiency incentives through the ComEd Energy Efficiency Program (EEP)

This project will take place at: the Berwyn Police Department located at 6401 W 31st, Berwyn, IL. And Berwyn City Hall located at 6700 W 26th Street, Berwyn, IL. Specifications for the project are found in **Attachment A**, which must be filled out by the proposer, **and Attachment B**

B. PROPOSAL REQUIREMENTS:

1. If any bidder is in doubt as to the intent or meaning of any part of this Request for Proposal, the bidder must e-mail Michael R. Ochsner, Jr (MOchsner1@ci.berwyn.il.us) no later than August 7, 2020 at 4PM.
2. Bidders are expected to be informed as to the conditions, requirements and specifications before submitting a proposal. The submission of a proposal by a firm implies the firm's acceptance of the terms and conditions herein, unless otherwise stated. A pre-bid walk-thru can be scheduled by emailing Michael R. Ochsner, Jr (MOchsner1@ci.berwyn.il.us).
3. The Proposer is responsible for all costs related to the preparation of this proposal.
4. The format of the firm's proposal must be consistent with the format of the specifications listed.
5. Proposed pricing shall be firm from the beginning date of the signed contract.
6. All prices shall include all charges that may be imposed in fulfilling the terms and conditions of the contract.
7. All proposals/bids must be accompanied by a bid bond or certified check made payable to the City of Berwyn in the amount of one thousand dollars (\$1,000) as a guarantee that if the Proposal is accepted, a contract will be entered into and the performance of the contract is properly secured.
8. The City of Berwyn is in no way restricted from using the services of another firm if the services offered in the RFP are found unsatisfactory and do not meet the standards in Attachment A.
9. Your proposal must be summarized in letter form on the vendor's letterhead stationery. The letter must be signed by an officer of the vendor or a designated agent empowered to bind the firm in the contract offer. Acceptance or exception to our terms must be noted in the letter.
10. A complete description and specifications of the services as required are in the Attachments.
11. References from the last three companies or agencies that have utilized services from your company. The company's name and address, a contact name, title and phone number must be included with the reference information (Section IV).
12. A completed and signed Company Information & Signature Sheet (Section V).

NOTE: Proposers need to submit the required information listed in the Request for Proposal. The City of Berwyn reserves the right to reject proposals that the City of Berwyn considers incomplete due to the omission of the required information.

C. RESPONSIBLE BIDDER REQUIREMENTS:

All proposals must be submitted with the following information and supporting documentation in order for the bid to be accepted:

- (a) A copy of a print-out of the Illinois Secretary of State's Department of Business Services online records evidencing that the bidder has a current corporate annual report on file. If the bidder is an individual, sole proprietor, or partnership, this subsection shall not apply.
- (b) Documents evidencing current registration with the Illinois Department of Revenue if bidder has employees (e.g. document with account number, Illinois Business Tax number).
- (c) Documents evidencing current registration with the Illinois Department of Employment Security if bidder has employees (e.g. document with UI account number).
- (d) Disclosure of any federal, state or local tax liens or tax delinquencies against the contractor or any officers of the contractor in the last five (5) years.
- (e) A statement that all employees are (i) covered under a current workers' compensation insurance policy and (ii) properly classified under such policy. If the bidder is insured with a carrier, the evidence of workers' compensation insurance shall be a copy of the "Information Page" of the bidder's workers' compensation policy and any continuation of that Information Page which include the name and address of the insured, as well as the class codes the compensation premium is based on and the total estimated remuneration per class code.
- (f) A statement of compliance with all provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.) and all rules and regulations therein, for the past five (5) years. Such statement shall also provide that the contractor has reviewed the Prevailing Wage Act or federal Davis-Bacon and Related Acts, has reviewed and agrees to pay the applicable prevailing wage rates attached to the bid specifications, and will strictly comply with the Prevailing Wage Act or federal Davis-Bacon and Related Acts and related requirements. A contractor who has been found by the Illinois Department of Labor to be in violation of the Prevailing Wage Act twice within a three (3) year period shall be deemed not to be a Responsible Bidder for two (2) years from the date of the latest finding.
- (g) A copy of the written program for the prevention of substance abuse to be filed with a public body pursuant to the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.).
- (h) A statement that individuals who will perform work on the public works project on behalf of the contractor are properly classified as either (i) an employee or (ii) an independent contractor under all applicable state and federal laws and local ordinances.
- (i) Documents evidencing any professional or trade license required by law or local ordinance for any trade or specialty area in which the contractor is seeking a contract award. Additionally, the contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company.
- (j) Evidence of participation in apprenticeship and training programs applicable to the work to be performed on the projects which were approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization. The required evidence includes a copy of all applicable apprenticeship standards and Apprenticeship Agreement(s) for any apprentice(s) who will perform work on the public works project.

- (k) Bidder shall certify that all employees expected to perform work on the project have completed a 10-hour or greater OSHA safety program within the last five (5) years. Only workers that have satisfactorily completed a 10-hour or greater OSHA safety program will be allowed to participate on the project. The bidder must have copies of employee OSHA cards on file, and the City of Berwyn may request the bidder provide copies of employees OSHA cards; failure to produce an employee's OSHA card may result in determination that the bidder is not a responsible bidder.
- (l) Disclosure of the name and address of each subcontractor from whom the contractor has accepted a bid and/or intends to hire on any part of the project. Further, each such subcontractor shall be required to adhere to the requirements set forth herein as though it were bidding directly to the City of Berwyn. Each contractor shall submit all subcontractor information and supporting documentation to the City's responsible department prior to the subcontractor commencing work on the project.
- (m) Statements as to past performance, which shall give an accurate and complete record of all public works projects completed in the past three (3) years by the contractor. Such statements shall include the name of the public body and the projects, original contract price, final contract price, and the names of all subcontractors used, if applicable, and a statement as to compliance with completion deadlines.
- (n) Any determinations by a court or governmental agency for violations of federal, state, or local laws, including but not limited to serious, willful or repeated violations of the Occupational Safety and Health Act (OSHA), violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the National Labor Relations Act (NLRA), or the federal Davis-Bacon and Related Acts.

Any material changes to the contractor's status, at any time, must be reported in writing to the City of Berwyn within fourteen (14) days of its occurrence. Failure to comply with this requirement is grounds for the contractor to be deemed a non-responsible bidder.

NOTE: Proposers need to submit the required information listed in the 'Responsible Bidder Requirements'. The City of Berwyn reserves the right to reject proposals that the City of Berwyn considers incomplete due to the omission of the required information.

D. GENERAL REQUIREMENTS:

1. Professional workmanship shall meet or exceed existing industry standards.
2. If the workmanship referred to in Attachment A is found to be faulty in any way, the firm, upon notification and at his/her expense, shall rectify and redo what was not done, or done incorrectly (within four (4) business days) to the complete satisfaction of the City of Berwyn.
3. Failure of the vendor to provide services within the time specified, unless extended in writing by the City of Berwyn, or failure to redo services that were done incorrectly or not done at all when so directed by the City of Berwyn shall constitute delivery failure. When such failure occurs, the City of Berwyn reserves the right to cancel or adjust the contract; whichever is in the best interest of the City of Berwyn. In either event, the City of Berwyn may purchase in the open market services of comparable worth to replace the services not done correctly or not done at all. On all such purchases, the vendor shall reimburse the City of Berwyn, within reasonable time specified by the City of Berwyn for any expense incurred; if not cancelled, such purchases shall be deducted from the contract quantities. The City of Berwyn reserves the right to not accept services which do not meet the specifications, or are substandard in quality, subject to a reduction in price to be determined by the City of Berwyn.

E. CONTRACT AWARD:

1. The Vendor's proposal must be complete to be considered for award.
2. The City of Berwyn reserves the right to qualify, accept or reject any or all vendors and accept any proposal deemed to be in the best interest of the City of Berwyn. The City of Berwyn reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City of Berwyn. The City of Berwyn reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the request for proposals.
3. Consideration may be given to, but not limited to services available, hours of services available, references, and special pricing. **The City of Berwyn reserves the right not to accept the lowest bidder.**
4. All prescriptions of the RFP shall be understood as a form of a signed contract.

F. EVALUATION PROCESS:

Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting the City of Berwyn's requirements and terms and conditions, pricing, and overall responsiveness to the Request for Proposal. City of Berwyn representatives may conduct discussions with any respondent who submits an acceptable or potentially acceptable proposal. Respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Prior to the bid opening, the evaluation committee shall not disclose any information derived from one proposal to any other respondent. City of Berwyn representatives reserve the right to request the respondent to provide additional information during this process.

SECTION III

GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS

The general rules and conditions that follow apply to all proposals issued by the City of Berwyn, unless otherwise specified. Proposers or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so shall be at the Proposer's own risk.

REQUEST FOR PROPOSAL (RFP) is defined as a request for an offer, by one party to another, of terms and conditions with reference to some work or undertaking.

This document constitutes a REQUEST FOR PROPOSAL, and is thus a solicitation for responses.

Moreover, any acceptance of a proposal shall NOT result in a binding contract between the City of Berwyn and the Proposer, but instead will simply enable negotiations to take place which may eventually result in a detailed and refined agreement, contract, or purchase order between the Proposer and the City of Berwyn.

"Proposal date" as referenced herein shall mean the local date and time specified in the proposal documents.

A. CONDITIONS FOR PROPOSING

1. **COMPLETENESS/AUTHORIZATION OF PROPOSAL.** Proposer shall supply all information and submittals required by the proposal documents to constitute a proposal. The proposal shall clearly state the legal name, address, email, telephone number, and fax number of the Proposer. The proposal shall be signed above the typed or printed name and title of the signer. The signer shall have the legal authority to bind the proposer to proposal.

2. **ADDRESSING OF PROPOSAL.** Unless otherwise specified, faxed proposals will not be accepted. Proposal shall be submitted in a sealed envelope clearly marked on the front with proposal name and due date, and unless otherwise specified, addressed to:

City Clerk's Office
City of Berwyn
6700 W. 26th Street
Berwyn, IL 60402

3. **PROPOSAL DEADLINE.** Proposer shall be responsible for taking whatever measures are necessary to ensure that the proposal reaches the office of the City Clerk on or before the local time and date specified. The City of Berwyn shall not be responsible for, and may not consider, any late proposal, amendment thereto, and request for withdrawal of proposal received after the date specified. Proposals received after the time and date specified on the Request for Proposal will not be opened and will not be considered for award.

4. **PROPOSALS BINDING 60 DAYS.** Unless otherwise specified, all formal proposals submitted shall be binding for sixty (60) days following proposal date, unless the Proposer, at the City of Berwyn's request agrees in writing to an extension.

5. **COMPETENCY OF PROPOSER.** No proposal may be accepted from or contract awarded to any person, firm or corporation who is in arrears or in default to the City of Berwyn, State of Illinois, or the Federal Government upon any debt or contract. Prior failure of a Proposer to perform faithfully on any previous contract or work for the City of Berwyn may be grounds for rejection. The Proposer must have not been suspended or debarred from doing business with the state and/or federal government. The Proposer, if requested, shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these proposal documents. Such evidence shall be presented within a specified time and to the satisfaction of the City of Berwyn. The Proposer shall also disclose any past, current or pending lawsuits going back to 2010.
6. **COLLUSIVE PROPOSING.** The Proposer certifies that the proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, without prior knowledge of competitive prices, and that the proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

B. INSURANCE

1. **INSURANCE REQUIREMENTS.** The successful Proposer shall provide insurance as follows:
 - a. Certificate of Insurance; Cancellation or Modification
 - (1) Before commencing work, the Proposer shall submit to the City of Berwyn for approval a Certificate of Insurance meeting the requirements specified herein, to be in effect for the full contract period. The City must be listed on the Certificate of Insurance as an additional insured.
 - (2) The Proposer shall notify the City of Berwyn in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies and the City reserves the right to terminate the contract.
 - (3) Cancellation or modification of said policy or policies shall be considered just cause for the City of Berwyn to immediately cancel the contract and/or halt work on the contract, and to withhold payment for any work performance on the contract.
 - b. Minimum Coverage
 - (1) Any policy or policies of insurance purchased by the Proposer to satisfy their responsibilities under the proposal shall include contractual liability coverage, and shall be in the following type and minimum amounts:

<u>Type of Coverage</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	\$2,000,000	\$6,000,000
b. Automobile Liability	<u>Combined Single Limit</u>	

(1) Bodily Injury & Property Damage \$4,000,000

c. Worker's Compensation Insurance as required by Illinois state law.

The City of Berwyn requires that the Contractor's Insurance carrier be A rated or better by A.M. Best.

d. Hold Harmless: Endorsement Required

(1) The Proposer, including their subcontractor, employees, representatives or agents, shall indemnify, defend and hold harmless the City of Berwyn and its officers, employees, and agents from any and all liability loss, cost, damage and expense (including reasonable attorney's fees and court cost) resulting from, arising out of, or incurred by reason of any claims, actions or suits based upon or alleging bodily injury including death, or property damage rising out of or resulting from the Proposer's operations under this document.

(2) Proposer is not, and shall not, be deemed to be an agent or employee of the City of Berwyn.

(3) Responsibility for Damage Claims – Notwithstanding the above, it is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract documents to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract. It is understood that no subcontractor is a third party beneficiary to any contract between the Contracting Authority and prime contractor. Nothing in any special provision or any supplemental specification shall be construed as eliminating or superseding the requirements of this section.

C. SPECIFICATIONS

1. **FORMAL SPECIFICATIONS.** The Proposer shall abide by and comply with the true intent of the specifications (i.e., not take advantage of any unintentional error or omission). Any mention made herein of a service to be provided in accordance with laws, ordinances, etc., shall be construed as the minimum requirements of the specifications.
2. **PROPOSED ALTERNATE.** All items are to be identified in the bid document by a manufacturer's name, make, model, size and other relevant identifiers. It is understood that the bidder proposes to furnish the commodity and/or service so identified by the City of Berwyn unless the bidder specifically proposes an alternate. In bidding on a proposed alternate, the bidder shall clearly state on their bid exactly what they propose to furnish, and forward with his/her bid, a complete description of the proposed alternate, including brand, model number, drawings, performance, and test date, references and any other information necessary for a complete evaluation. Bidder shall include a statement setting forth any changes in other materials, equipment or other work which would be required by incorporation of the proposed alternate. The burden of proof of the merit of the proposed alternate is upon the Proposer.

The City of Berwyn's decision to approve or disapprove of a proposed alternate shall be final.

3. **QUALIFICATIONS, CREDENTIALS AND REFERENCES.** The Proposer shall provide a description of qualification, credentials, experience, and resources as they relate to provision of the proposal. The Proposer shall also provide a list of clients for whom similar work has been performed within the last two years, including the firm, contact person, address, and phone number of each contract person.
4. **ADDENDUM TO SPECIFICATIONS.** Any substantive interpretation, correction or change of the proposal documents shall be made within an addendum. Interpretation, corrections or changes of the proposal documents made in any other manner shall not be binding. Such interpretations, corrections or changes shall not be relied upon by Proposer. Addendums shall be issued by the City of Berwyn within a reasonable time prior to the proposal date.

D. SELECTION OF FIRM

1. **REJECTION OF PROPOSALS.** The City of Berwyn reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and/or to request re-submission. The City of Berwyn also reserves the right to reject a proposal from a Proposer who investigation shows is not in a position to satisfactorily and timely perform the contract.
2. **SELECTION.** The City of Berwyn desires to enter into negotiations and ultimately reach an agreement with a Proposer who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with the City of Berwyn that is fair and reasonable. The City of Berwyn may conduct discussions with any Proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by the City of Berwyn will be deemed preliminary in nature, the document and process will be deemed confidential until such time as the successful Proposer is selected subject to state law. Criteria for selection will include but not be limited to:
 - Ability to provide the type and quality of service that best meets the needs of the City of Berwyn.
 - Organization, size, management and structure of the firm to provide service.
 - Experience and qualifications of the persons with supervisory and management assignments, especially relating to similar work assignments.
 - Satisfactory reference checks of clients on similar projects.
 - Previous and existing compliance with laws and ordinances relating to contracts with the City and to the Proposer's employment practices.
 - Whether the Proposer is in arrears, in debt on a contract or is a defaulter on a surety or other agreement with the City, State or Federal Government.
 - If a reasonable doubt arises as to Proposer's solvency, the City reserves the right to require financial information sufficient to show solvency.

3. **CORRECTIONS TO SUBMITTED PROPOSALS.** Any changes that are made to this proposal using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change is made.
4. **PRICING REQUIREMENTS.** All pricing submitted by the bidder shall be indicated in both words and figures. (Ex. \$400.00, four hundred dollars.)
5. **PRESENTATIONS.** When required and based on evaluation of proposals submitted, the City of Berwyn may select finalists who will be required to participate in interviews, including key personnel designated for the proposal, and to make presentations regarding their qualifications and their ability to furnish the required product to best serve the needs of the City of Berwyn. Formal presentations will be scored and evaluated by the Police Department and City Hall staff who will make a recommendation to the City Council for final approval. Nothing in the proposal can obligate the City of Berwyn to enter into a contract.
6. **LOCAL PURCHASES.** Unless otherwise specified, cost and other considerations being equal, local firms shall be given first consideration for the project.
7. **ERRORS IN PROPOSAL.** Any ambiguity in any proposal as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and conditions shall be construed in the light most favorable to the City of Berwyn. Changes in proposals shall be initialed and dated.

E. GENERAL CONTRACT PROVISIONS

1. **CONTRACT AWARD.** Upon the City of Berwyn's selection, between the City of Berwyn and Proposer on the work to be performed, a written award in the form of a purchase order, contract or other instrument shall result in a binding contract without further action by either party. The contract shall be on forms provided by the City of Berwyn; or if the Proposer's contract document is used, the City of Berwyn reserves the right to modify and document to conform to the request for proposal and to do so in the light most favorable to the City of Berwyn.
2. **INSURANCE.** Current Certificate of Insurance in the amounts specified shall be on file with the City of Berwyn before work can commence.
3. **AVAILABILITY OF FUNDS.** A contract shall be deemed valid only to the extent for appropriations available to each project. The City of Berwyn's extended obligation on these contracts, which envision extended funding through successive fiscal periods, shall be contingent upon actual appropriation for the following fiscal year.
4. **CONTRACT ALTERATIONS.** No alterations or variations in the terms of a contract shall be valid or binding upon the City of Berwyn unless authorized in writing by both parties.
5. **SUBLETTING OF CONTRACT.** Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the City of Berwyn, but in no case shall such consent relieve the Proposer from their obligations, or change the terms of the contract.

6. **CONTRACT PERIOD.** Contract shall remain in force for the full specified period and accepted by the City proposal until all services have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall be met, unless:
 - a. Extended upon written authorization of the City of Berwyn and accepted by contractor, for a period negotiated and agreed upon by both parties, when in the best interest of the City of Berwyn.
 - b. Terminated due to default, as described below, or for no reason at all, as long as the City of Berwyn gives a written 30 day notice.

7. **DEFAULT.** The Contract may be cancelled or annulled by the City of Berwyn in whole or in part by written notice of default to the Proposer upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. The City reserves the right to grant Contractor a specified cure period of during which to cure or remedy the default, which cure period shall be included in the written notice to default. If default is not cured within the specified time, City of Berwyn reserves the right, but is not obligated to, extend the cure period or City Berwyn may deem the contract terminated without further notice. Lack of knowledge by the contractor will in no way be cause for relief from responsibility.

8. **INDEMNITY.** The Proposer shall indemnify, defend and hold harmless the City of Berwyn and its officers, employees and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fee and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury including death, or property damage rising out of or resulting from Proposer's operations under this Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either.

Proposer is not and shall not be deemed to be, an agent or employee of the City of Berwyn, but shall be deemed an Independent Contractor.

Proposer further agrees to:

- a. Hold the City of Berwyn, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance of which the Proposer is not the patentee, assignee, licensee or owner, furnished or used in the performance of the contract.

- b. Obtain all permits and licenses required by the City of Berwyn, county, state and federal governments and pay all related fees. The Proposer shall also comply with all laws, ordinances, rules and regulations of the City of Berwyn, State of Illinois and the Federal Government including the Prevailing Wage Act.

NON DISCRIMINATION. Proposer agrees to the following:

- 1) That they 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, military status or an unfavorable discharge from military service; and, further, that they 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 they hire additional employees in order to perform this contract or any portion of this contract, they will determine the availability in accordance with the Illinois Department of Human Rights Rules and Regulations (Department) of minorities and women in the areas from which they may reasonably recruit and they 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 them or on their behalf, they 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 they will send to each labor organization or representative of workers with which they have or are 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 their 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 they 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 they 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 they 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.

(Source: Amended at 32 Ill. Reg. 16484, effective September 23, 2008)

F. PAYMENT PROVISIONS

1. **PAYMENT TERMS.** Payment may be made only after inspection and acceptance by the Police Department and City Hall Mayoral designee. Payment of balances shall be made only after approval and final acceptance by the City of Berwyn.
2. **INVOICING.** Following acceptance of each payment term, payment shall be made within forty-five (45) calendar days from receipt of itemized invoice. Before the City of Berwyn will pay any invoice, the invoice must include a detailed description of all charges, the proposal number, department name, dollar amount, quantity of hours worked, and any other pertinent information. Submit invoice in duplicate to:

Berwyn Police Dept.
Division Commander.
Michael Ochsner, Jr.
6401 W 31st
Berwyn, IL 60402

3. **WITHHOLDING PAYMENT.** Consideration for withholding payment shall include faulty materials or workmanship, failure to meet delivery deadlines, and liens that have been filed, or evidence indicating a filing of claims. In all cases, regulations and limitation by the Federal Government.
4. **TAXES.** The City of Berwyn is exempt from all Federal, State of Illinois and other State Taxes on the purchase of commodities and services used by the City of Berwyn within the State of Illinois. The Finance Department shall provide a tax exemption certification to out-of-state taxes imposed on purchases of commodities and/or services which are used within another state and are applicable and subject to payment.

Contractors and subcontractors shall pay all legally required sales, consumer and use taxes on all commodities and/or services purchased or rented to complete their contract.

If a Contractor, subcontractor, or builder is to use building materials, supplies, and equipment in the performance of a construction contract with a designated exempt entity, the person shall purchase such items of tangible personal property without liability for the tax if such property will be used in the performance of the construction contract and a purchasing agent authorization letter and an exemption certificate, issued by the designated exempt entity, are presented to the retailer.

SECTION IV COMPANY REFERENCES

The vendor must complete the required reference information listed below. The vendor must provide at least three (3) references from companies or agencies that have used the services of his or her company. The company's name and address, a contact name, title, and phone number, must be included with the reference information.

1. Company Name: _____
 Company Address: _____
 Company Contact: _____
 Title of Contact: _____
 Phone Number: _____
 Email: _____

2. Company Name: _____
 Company Address: _____
 Company Contact: _____
 Title of Contact: _____
 Phone Number: _____
 Email: _____

3. Company Name: _____
 Company Address: _____
 Company Contact: _____
 Title of Contact: _____
 Phone Number: _____
 Email: _____

Note: Additional references may be included with the vendor's proposal.

SECTION V COMPANY INFORMATION & SIGNATURE SHEET

Vendors must include with their submitted proposal this completed and signed Company Information & Signature Sheet and price list for the hazardous material removal required for this contract.

The undersigned bidder, having examined and determined the scope of this Request for Proposal, hereby proposes to supply the services as described in the proposal documents at the prices set forth within.

The undersigned bidder states that this bid is made in conformity with the specifications and qualifications contained herein. In the event that there are any discrepancies or differences between any conditions of the vendor's proposal and the Request for Proposal prepared by the City of Berwyn, and the City's Request for Proposal shall prevail.

The undersigned bidder certifies that this proposal is made in good faith and without collusion or connection with any other person or persons bidding on the project.

Delivery: Upon the signing of the contract between the City of Berwyn and chosen company, the vendor guarantees that the lighting install (Attachment A) will be completed within 15 working days as of the starting date of September 1, 2020.

Name of Firm: _____

Authorized Representative: _____

Signature of Representative: _____

Title of Authorized Representative: _____

Address: _____

City/State/Zip: _____

Phone Number: _____

Fax Number: _____

Website Address: _____

E-Mail Address: _____

Date Signed: _____

Addenda Form:

The undersigned must acknowledge receipt of the following applicable addenda:

Addenda Number	Date
_____	_____
_____	_____

ATTACHMENT A

LED Lighting project Specifications

The following is the scope of work for the LED Lighting project at The Berwyn Police Department and City Hall.

The Berwyn Police Department, located at 6401 W 31st, Berwyn, IL, and Berwyn City Hall located at 6700 W. 26th, Berwyn, IL will be retro-fitting existing fixtures to LED lighting and removing existing fixtures. As the work will be done during normal business hours (8 am to 6 pm Monday through Friday), the contractor will be responsible for keeping the dust and noise level down. The contractor will be responsible for maintaining a safe working area and for cleaning up at the end of the work day. Any questions during the installation can be directed to Michael Ochsner for the Police Department or Ruth Siaba Green at City Hall.

Performance Schedule

- The start date will be within 30 days of the accepted bid proposal; approximately September 1, 2020.
- Maximum allowable time for completion will be 15 working days from the start of the installation, unless the City initiates additions or deletions to the contract by written change orders. If the Contractor goes beyond the 15 calendar day completion date, penalties of \$500 per calendar day will be incurred. Both parties pursuant to applicable county, state and federal law will equitably negotiate subsequent changes in cost and completion time.

Other Considerations

- The Contractor shall designate a Contractor Representative (CR) at each project to supervise work in progress. The respective building maintenance head will deal directly with the CR, for normal day-to-day administration of the contract provisions, within the limits of their authorities. The CR shall conduct overall management coordination and is the central point of contact with the City for performance of all work under the contract. The CR shall have full authority to contractually commit the Contractor for prompt action on all matters pertaining to administration of this contract, and shall be the on-site Contractor employee who is responsible for safety.
- The CR shall also have the authority to determine for the Contractor when work is ready for City inspection and make decisions for the Contractor on additional performance of work, when necessary.
- The Contractor must adhere to the safety requirements contained in OSHA, EPA, and other State and Federal Laws that address the safe work environment. This includes the monitoring and safety of all employees who will be performing any work under this work order.

Special Considerations

- Contractors shall note that the project occurs in a public building. The Contractor shall secure the work area to provide a safe work site. The Contractor should exercise due care to minimize any damages to utilities, furniture, ceiling tiles and general property. The Contractor shall repair any damages caused by the Contractor in a timely manner. Any damage to private property shall be immediately repaired at the Contractor's expense. The work area shall be left clear of debris and clean each day, as reasonably and practical under the conditions of this project.
- The Contractor shall plan the work to minimize the impact on the buildings i.e. dust, debris, noise.
- Upon termination or completion of this contract, Contractor shall vacate and remove, or cause to be vacated or remove all property belonging to Contractor, any subcontractor, agent or employee. Any property not removed shall be deemed abandoned to the City of Berwyn, and any cost incurred by the City of Berwyn in disposal of same shall be withheld from any final payment due.

- There will be no special pay for work done after hours or on weekends.
- The contractor will be responsible for the proper disposal of all existing recyclable fluorescent bulbs, fixtures and other debris from the project.
- Contractor shall be responsible for completing Public Sector Energy Efficiency Grant Applications and supporting documentation and submitting to the utility on the owner's behalf to the Utility Company and/or Governing Bodies; Grant funds shall be directly payable to the owner and the contractor
- Contractor will be responsible for disconnecting whips to the junction box.
- It is the contractor's responsibility to insure all loose wires be capped in the junction boxes.
- The City of Berwyn is responsible for supplying replacement ceiling tile to be installed by the contractor and is incidental to the project.
- Contractor is responsible for commissioning and programming the sensors for the Philips EvoKit fixtures.

Luminaire/Fixture Requirements

The following is a list of required materials:

BERWYN CITY HALL/FIRE STATION

QTY 197- PHILIPS- 2X4 EVO KIT CLICK LED - 29W LED; SENSOR 200 INSTALLED; 4000K; 4200 LUMENS;
DAYLIGHT HARVESTING

QTY 11- PHILIPS - 2X2 LED EVO KIT SENSOR READY; 24W; SENSOR 200 INSTALLED; 3,200 LUMENS;
4000K DAYLIGHT HARVESTING.

QTY 12- PERMANENT REMOVAL OF 2X4 TROFFER FIXTURES

QTY 7- ILLUMRA-SINGLE DIMMER

QTY 2- ILLUMRA-DUAL DIMMER

QTY 6- DELVIRO - 4FT ZIPLIGHT LED; 42W

QTY 2- DELVIRO - 2FT ZIPLIGHT LED; 20W

QTY 24- DELVIRO - 4FT ZIPLIGHT LED; 60W

BERWYN POLICE STATION SCOPE

QTY 268- PHILIPS- 2X4 EVO KIT CLICK LED - 29W LED; SENSOR 200 INSTALLED; 4000K; 4200 LUMENS,
DAYLIGHT HARVESTING

QTY 5- PHILIPS - 2X2 LED EVO KIT SENSOR READY; 24W; SENSOR 200 INSTALLED; 3,200 LUMENS;
4000K DAYLIGHT HARVESTING.

QTY 1- PHILIPS- 1X4 EVO KIT CLICK LED - 25W LED; SENSOR 200 INSTALLED; 4000K; 3200 LUMENS

QTY 61- PERMANENT REMOVAL OF TWO LAMP T5 HANGING PENDANT FIXTURES

QTY 64 - DURAY 2X4 SHELL- INCLUDES BODY, ENDS AND ACCESS PLATE

QTY 12- ILLUMRA-SINGLE DIMMER

QTY 2- ILLUMRA-DUAL DIMMER

QTY 8- GREEN CREATIVE - 10W VERTICAL LED 3500K; PL EDGE SERIES BYPASS 120-277V

QTY 88- GREEN CREATIVE - 6" DIAMETER RETROFIT ; 4000K NON-DIMMABLE; ADJUSTABLE
WATTAGE; 8.5W-21W; 700 - 1500 LUMENS; SKU 672713578710

QTY 46- DELVIRO - 4FT ZIPLIGHT LED; 42W WITH SNS200 SENSOR

QTY 64- ADVANCE - 2 LAMP T5 BALLAST

QTY 128- PHILIPS - 14W T5 LED; 4FT 4000K 14T5HE/48-840/IF21/G/DIM 10/1. UPC 046677476519

QTY 62- ADVANCE - TYPE C LED DRIVER 2 LAMP #ICN-2P16-TLED-N

QTY 3- ADVANCE - TYPE C LED DRIVER 4 LAMP #ICN-4P16-TLED-N

QTY 132- PHILIPS - 13W 4FT TLED T8 PLASTIC TUBE; 4000K; 7 YEAR WARRANTY. SKU - 046677473945/
473942

QTY 4 - PHILIPS - 7W LED 2FT T8 LED LAMP; 4000K; UPC 046677541835

QTY 36 - USHIO - 11W GEN 3 LED PAR30LN/FL40 WW30; 850 LUMENS UPC#048777624142

Scope of work is based upon the supply and installation of the above mentioned fixtures. Further, any fixtures being removed will be properly removed and replaced with ceiling tiles.

LED lighting project

Cook _____
Local Public Agency Cook
City of Berwyn

1. THIS AGREEMENT, made and concluded the _____ day of _____ 2020
Month and Year
between the _____ City _____ of _____ Berwyn _____
acting by and through its _____ Mayor & City Council _____ known as the party of the first part, and _____
his/their executors, administrators, successors or assigns, known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest:

The _____ City _____ of _____ Berwyn _____

Margaret M. Paul Clerk
(Seal)

By _____
Robert J. Lovero, Mayor Party of the first part

(If a Corporation)

Corporate Name _____

By _____
Party of the Second Part

Attest:

(If a Co-Partnership)

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part

We

a/an) Individual Co-partnership Corporation organized under the laws of the State of _____

as PRINCIPAL, and _____ as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of

_____ Dollars (\$ _____), lawful money of the United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be Signed by their respective officers this _____ day of _____ A.D. 2020

PRINCIPAL

(Company Name)

(Company Name)

By: _____
(Signature & Title)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

Attest: _____
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that _____

(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth. **(SEAL)**

Given under my hand and notarial seal this _____ day of _____ A.D. 2020

My commission expires _____

Notary Public

SURETY

(Name of Surety)

By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth. **(SEAL)**

Given under my hand and notarial seal this _____ day of _____ A.D. 2020

My commission expires _____

Notary Public

Approved this _____ day of _____, A.D. 2020

Attest:

City of Berwyn
(Awarding Authority)

Margaret M. Paul
Clerk

Robert J. Lovero, Mayor



PROPOSAL	Owner:	CITY OF BERWYN
	Township:	BERWYN
	County:	COOK

1. **PROPOSAL OF:** _____

(Name and Address of Bidder)

2. The Specifications for the proposed assignment are prepared by the **City of Berwyn 6700 West 26th Street Berwyn, Illinois 60402**, and which Specifications are designated as:

**BERWYN POLICE/CITY HALL
LED Lighting project**

3. Accompanying this Proposal is either a Bid Bond or a Proposal guarantee check, complying with the Specifications, made payable to the **City of Berwyn**. The amount of the Bid Security is:

(In Writing)

(In Figures)

D-1

PROPOSAL, Cont'd.

RETURN WITH BID

4. If this Proposal is accepted and the undersigned shall fail to execute a Contract and Contract Bond, as required herein, it is hereby agreed that the amount of the cash, check, or Bid Bond shall become the property of the Owner, and shall be considered as payment of damages due to delay and other causes suffered by the Owner, because of the failure to execute said Contract and Contract Bond; otherwise, said check, cash, or Bid Bond shall be returned to the undersigned.
5. Each pay item should have a unit price and a total price.
6. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
7. A bid will be declared unacceptable if there are omissions or irregularities of any kind which may tend to make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
8. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from bidding on this Contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating.

RETURN WITH BID

THE BERWYN POLICE/CITY HALL LED Lighting Project
THE BID

PROPOSAL OF: _____

(Name and Address of Bidder)



TOTAL PROJECT: MATERIALS & LABOR	\$
ComEd Lighting Rebates	\$
BID PRICE (OUT OF POCKET COST TO BERWYN)	\$

Cost is for both material and labor.

RETURN WITH BID

PROPOSAL, Cont'd.

(If an individual)

Signature of Bidder _____

Business Address _____

Phone Number _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Phone Number _____

Insert Names and Addresses
of All Partners:

(If a corporation)

Corporate Name _____

Signed By _____

President

Business Address _____

Phone Number _____

Insert Names of Officers:

President _____

Treasurer _____

Attest: _____

Secretary

(S E A L)

CERTIFICATE OF UNDERSTANDING
REGARDING
HOLD HARMLESS & INSURANCE COVERAGE REQUIREMENTS

OWNER: CITY OF BERWYN
PROJECT ASSIGNMENT: BERWYN POLICE/CITY HALL
LED Lighting Project

THIS IS TO CERTIFY THAT I, _____, President/Principal/Partner of _____ (hereinafter referred to as the "Contractor"), have read the "Hold Harmless and Insurance Provisions" incorporated in the attached Proposal Document and possess full authority and power to legally bind said Contractor to same.

I, FURTHER AGREE AND CERTIFY, that if awarded a Contract for the above named assignment, I will direct our insurance agent or representative to provide any and all required insurance policies outlined in said "Hold Harmless and Insurance Requirements" to afford the required coverage for the Owner, the City of Berwyn, and any and all other entities so named in said "Insurance Requirements" section.

I, FURTHER UNDERSTAND, that all expenses relating to the issuance of said policies of insurance will be solely at the Contractor's expense, and that the Contractor will pay all liability for failure to keep said insurance policies in full force and effect for the duration of the project and as required in said "Insurance Requirements". Additionally, I will not allow any reduction in any of the "Limits of Coverage" afforded in said policies. I further understand and agree that we, as contractor, will be totally liable and responsible for any direct and/or indirect consequences arising from our failure to comply with these Insurance Requirements.

FINALLY, I UNDERSTAND AND AGREE, that if said Insurance Requirements are not fulfilled, we, the Contractor, will bear full responsibility for paying any and all costs of litigation, including but not limited to, settlement costs and attorney's fees resulting from any and all claims against the Owner relating to the subject assignment.

Dated this _____ day of _____, 2020

CONTRACTOR'S NAME:

ADDRESS _____

WITNESS:

SIGNED BY: _____
(President/Principal/Partner)

BY: _____
(SECRETARY/NOTARY)

(Typed/Printed Name)

(S E A L)

CONTRACTOR'S BID RIGGING CERTIFICATION

As Required Under Article 33E, "Public Contracts", of the Criminal Code of 1961 (720 ILCS 5/22E-1 Thru 5/33E-13) _____,

(Print Name of Contractor)

a _____,

(Corporation, Partnership)

(Sole Proprietorship)

as part of his/its bid on this Contract hereby certifies that the Contractor is not barred from bidding on this Contract as a result of a violation of either Section 5/33E-3 (bid-rigging) or 5/33E-4 (bid-rotating) of Article 33E of Act 5 "Criminal Code of 1961", as amended.

Dated: _____

By: _____

(Signature)

Title: _____

CONTRACTOR'S TAX DELINQUENCY CERTIFICATION

As required under 65 ILCS 5/11-42.1-1, provisions require that the Contractor certify that there are no delinquent taxes outstanding that are otherwise due the Department of Revenue unless they are being contested in accordance with established procedures. The undersigned official of the Contractor hereby certifies that there are no violations of the aforementioned act or if violations do exist, they are being contested properly.

Dated: _____

Contractor: _____

By: _____

(Signature)

Title: _____

STATE OF ILLINOIS] SS

COUNTY OF _____

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ (Name of Signatory) appeared before me this day in person and, being first duly sworn on oath, acknowledge that he/she executed the foregoing certifications as his/her free act and deed.

Dated: _____

(Notary Public)

(NOTARY SEAL)

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to 30 ILCS 580/1, et seq. ("Drug-Free Workplace Act"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

- A. Publishing a statement:
 - 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the grantee's or Contractor's workplace.
 - 2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - 3) Notifying the employee that, as a condition of employment on such Contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- B. Establishing a drug-free awareness program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the grantee's or Contractor's policy of maintaining a drug-free workplace;
 - 3) any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) the penalties that may be imposed upon employees for drug violations.
- C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract or grant, and to post the statement in a prominent place in the workplace.
- D. Notifying the contracting agency within 10 days after receiving notice under page (b) of paragraph 3) of Subsection A from an employee or otherwise receiving actual notice of such conviction.

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

Pursuant to Public Act 95-0635, the undersigned hereby certifies that it is in compliance with the terms and provisions of the Substance Abuse Prevention on Public Works Act. In particular, the undersigned hereby represents and warrants to the **City of Berwyn** as follows:

The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

(Complete either A or B below)

- A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Date: _____

Signature of Authorized Representative

- B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Date: _____

Signature of Authorized Representative

