

**City of Wheaton, Illinois**

**City of Wheaton**  
303 W. Wesley Street  
Wheaton, IL 60187-0727  
630-260-2000

**[www.wheaton.il.us](http://www.wheaton.il.us)**

## **STREET LIGHT REPLACEMENT PARTS**

*Requesting:* Bids (2 originals compiled as described within)  
*Issue Date:* March 2016

*Mandatory Pre-Bid Meeting:* none

*Last Date for Questions:* Tuesday, April 5, 2016 end of business

*Response Required:* Thursday, April 14, 2016 prior to 10:00 am local time

*Public Bid Opening:* Friday, April 15, 2016 10:00 am local time

*Location:* City Hall Council Chambers; 303 West Wesley St.; Wheaton, IL

*Service:* price to be firm through April 30, 2018

*Enclosures:* General Instructions Regarding the Solicitation of Goods  
Requirements for Street Light Poles and Ballasts  
*Forms Provided for Submitting this formal Offer\**

Proposal Page  
Certification of Compliance  
Customized Mailing Label for Sealed Submittal

*Agreement Document (if you are awarded the work/order)*

Purchase Order Terms and Conditions

*Note:* Illinois Prevailing Wage Act 820 ILCS does not apply

*All questions concerning this solicitation shall be via e-mail to the Procurement Officer and received no later than time stated above. A written response in the form of a public addendum will be published and forwarded to qualified proposers.*

*Contact with anyone other than the Procurement Officer for matters relative to this solicitation during the solicitation process is prohibitive.*

*Contacts for this proposal:*

Procurement Officer: Joan M. Schouten MBA CPIM CPPB; [JSchouten@wheaton.il.us](mailto:JSchouten@wheaton.il.us)

## GENERAL INSTRUCTIONS REGARDING THE SOLICITATION OF GOODS

**Solicitations are open to all business firms actively engaged in providing the goods specified and inferred.**

### Solicitation Process

#### Documents:

1. The City of Wheaton's website, [www.wheaton.il.us/bids/](http://www.wheaton.il.us/bids/) is the official source for all documents related to this solicitation. The City is not responsible for documents distributed by any other source.
2. It is the responsibility of the Offeror to seek clarification of any requirement that may not be clear. This includes a review of all solicitation documents.
3. All questions concerning this solicitation shall be submitted via e-mail to the attention of the Procurement Officer by the last date for questions as reflected on the cover page of this document. A written response in the form of a public addendum will be published on the City's website, [www.wheaton.il.us/bids/](http://www.wheaton.il.us/bids/).
4. Any interpretation, correction or change of the solicitation documents will be made by published Addendum. Interpretations, corrections and changes to the solicitation documents made in any other manner will not be binding. All addenda will be published on the City's website at <http://www.wheaton.il.us/bids/>. It is up to the Offeror to check this site for the most current addendum.
5. Offerors shall acknowledge the receipt of the addendum on the offer.

#### The Cone of Silence:

6. The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences.
7. During the period beginning with the issuance of the solicitation document through the execution of the award document, suppliers are prohibited from all communications regarding this solicitation with City staff, City consultants, City legal counsel, City agents, or elected officials.
8. Any attempt by a supplier to influence a member or members of the aforementioned may be grounds to disqualify the supplier from participation in this solicitation.

#### Exceptions to the Cone of Silence:

9. Written communications directed to the Procurement Officer
10. All communications occurring at pre-bid meetings
11. Oral presentations during finalist interviews, negotiation proceedings, or site visits
12. Oral presentations before publicly noticed committee meetings
13. Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.
14. Procurement of goods or services for Emergency situations

#### Offers:

15. Exceptions to specifications, requirements, Terms and Conditions must be clearly identified.
16. **QUOTES** are to be submitted via fax or e-mail. Verbal offers will not be accepted.
17. **FORMAL OFFERS** must be on the forms provided and compiled in the order stated. Do not use binders, folders, tabs or papers larger than 8.5 x 11.
18. Delivery of an offer is acceptance of the City's Terms and Conditions and requirements. Offers containing terms and conditions contrary to those specified, or taking exception to any of the Special Provisions, General Conditions, Specifications, or Addenda as stated by the City may be considered non-responsive. The City shall not accept an offer which is based upon any other offer, contract, or reference to any other document or numbers not included in the solicitation documents.

#### Order of Precedence:

19. Wherever requirements are in conflict, the order of precedence shall be as follows: Contract, City Specifications, General Conditions, Special Provisions, Terms and Conditions.

20. City requirements take precedence over supplier's offer.

Signatures as Offer:

21. Under the conditions of the Uniform Commercial Code, the signing of the submittal by the supplier constitutes an offer. If accepted by the City, the offer becomes part of the Purchase Order.

22. Offers by

- a. Individuals or sole proprietorships shall be signed by a person with the authority to enter into legal binding contracts. Said individual shall use his usual signature.
- b. Partnerships shall be signed with partnership name by one of the members of the partnership, or an authorized representative, followed by the signature and title of the person signing.
- c. By corporations shall be signed with the name of the corporation, followed by the signature and title of person authorized to bind it in the matter.

Withdrawal of Offers:

23. Offers may be withdrawn at any time prior to the scheduled opening or due date. Requests to withdraw an offer shall be in writing, properly signed, and received by the Procurement Officer prior to the due date.

24. Offers may not be withdrawn after the due date without the approval of the Procurement Officer.

25. Negligence in preparing an offer confers no right of withdrawal after due date.

Timeframe and Consequences:

26. Offers must be received before the designated time.

27. Offers received after the designated time will be returned to the sender without review. Offers received late that may be attributed to delays by overnight delivery services, or by delivery services trying to deliver when offices are closed, will be considered late and returned to the sender.

28. Unless otherwise specified in the solicitation, offers shall be binding for ninety (90) calendar days following due date.

Public Openings:

29. Formal Offers by sealed envelope will be publicly opened at the time and location stated. The Procurement Officer shall read the name of the Offeror, offered price, and note if deviations are stated. At the conclusion of the opening an apparent low bid will be announced. Award will be based on analysis of costs, deviations, city budget, and approval by City Council.

30. Results of Openings will be published on the City's website [www.wheaton.il.us/bids/](http://www.wheaton.il.us/bids/) within three business days.

31. Offerors are encouraged to attend all openings and to offer constructive suggestions for improvements to the solicitation process, to increase competition, and ways in which the City may achieve greater savings and increased transparency.

32. Despite the reading of offers at a public opening, if the offers are thence rejected and thus subject to rebid, the read results will not be published and will be exempt from FOIA requests.

Requirements

Brand Names or Equal:

33. Specifications are prepared to describe the goods which the City deems to be in its best interests to meet its performance requirements. These specifications shall be considered the minimum standards expected of the product.

34. If an offer does not indicate deviations or alternatives to the specifications, the City shall assume the offer is fully compliant with all specifications.

35. Specifications are not intended to exclude potential suppliers. Any reference in the City's specifications to a brand name, manufacturer, trade name, catalog number or the like is descriptive, not restrictive, indicating goods that are satisfactory.

36. Consideration of other makes and models will be considered, provided the Offeror submits a request for pre-approval by the last date for questions as reflected on the cover page of this document. Offeror should state exactly what good is proposed and attach a cut sheet, illustration or other descriptive matter which will clearly indicate the character of the item. A written response in the form of a public addendum will be published on the City's website, [www.wheaton.il.us/bids/](http://www.wheaton.il.us/bids/).

Quantities:

37. All quantities represent an estimate of the quantity of the work to be done and/or materials to be ordered. It is given as a basis for comparison of offers and to determine the awarding of the contract.

38. The City does not expressly or by implication agree that the actual quantities involved will correspond to the published estimate. The Supplier accepts that the quantities stated are estimates only and will not hold the City bound to said number.
39. The City reserves the right to modify the estimates, or remove them in their entirety, whichever is in the best interests of the City.

**Bid Bonds:**

40. The City may require a Bid Bond / Bid Deposit if so stated.
41. Bid Bonds / Bid Deposits are typically ten percent (10%) of the full contract price unless depicted otherwise on page one of the solicitation.
42. If a Bid Deposit (preferred), it shall be submitted with formal offer and be in the form of a certified check or a bank cashier's check made payable to the City of Wheaton. Checks will be retained by the City until an award is fully executed, at which time the checks will be promptly returned to the unsuccessful Offerors.
  - a. The Bid Deposit check of the successful Offeror will be retained until the goods have been received and found to be in compliance with specifications.
  - b. The Bid Deposit check of the successful Offeror shall be forfeited to the City in the event that the Offeror withdraws its offer, or neglects, refuses or is unable to enter into a contract.
43. If Offeror chooses to use a Bid Bond, the Bid Bond must be in compliance with all bond requirements mandated by the State of Illinois.

**Deviations to Requirements and Alternate Offers:**

44. If the Offeror is unable to meet most of the specifications, but believes their product will meet the needs of the city, the Offeror should submit an Alternate Bid and include material specification sheets, performance data, or other documentation justifying consideration.
45. If an Offeror plans to submit multiple offers, each offer must be packaged separately and identified on the outer envelope and on the cover page of the offer in a way that can be differentiated from the other offer(s).
46. The Procurement Officer reserves the right to make the final determination of compliance or whether any deviation or alternate is of an equivalent or better quality and which offer can best meet the needs of the City. Such determination shall be incorporated within Purchasing's recommendation to the City Council.

**Environmental Requirements:**

47. The City is committed to becoming a sustainable city that conserves its use of resources to optimize efficiency and minimize waste. The City is committed to provide services in an equitable manner for present and future generations.
48. Recycled Content Products: It is in the City's interest to purchase products with the highest recycled material content feasible. **The City requests that Offerors suggest recycled content products as alternatives.**
49. Recycled Packing Material: The City desires that all shipping containers/packing material for equipment, materials and supplies delivered to the City contain no less than the specified minimum EPA percentage requirements of post consumer recycled content. Containers and packing material should show the recycled product logo and recycled content percentage information.
50. To help "Turn Wheaton Green", the offerors sustainability policy, as well as green initiatives for this specific solicitation, will be considered in the evaluation of the offer.

**Price:**

51. Shipping shall be **F.O.B. Destination, Freight Pre-paid and Allowed.**
52. The price offered shall not exceed what is charged to any other government agency, and remain firm throughout the duration of the agreement.
53. Failure to record all requested breakdown of prices may result in disqualification. Unit price shall be shown for each unit specified. In case of mistake in extended price, unit price shall govern.
54. Price shall represent the entire cost of all requirements stated within the solicitation and award documents. No subsequent claim will be recognized for any surcharges, add on costs, increase in material prices, cost indexes, wage scales, fuel surcharges, freight costs, packaging or any other rates affecting the industry or this project.

**Discounts:**

55. Discounts of less than thirty (30) days will not be considered in the evaluation.
56. Discounts for thirty (30) days or more may be considered in the evaluation.
57. Where the net offer is equal to an offer with a discount deducted, the award shall be made to the net offer.

58. Discounts will be figured from either the date of receipt of a proper invoice or the approval of the quality of the product received – whichever is later.

Taxes:

59. Unit prices shall not include any local, state or federal taxes.  
60. The City is exempt by law from paying sales tax on goods, from State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax.  
61. The City's Sales Tax Exemption Number is E9997-4312-07.

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## Evaluation of Offers

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### Receipt of One (or too few) offers

62. If the City receives one or too few offers, as defined by the City, from a publicly broadcasted solicitation, the City may reschedule the opening to a later date. The offers received will either be:  
a. returned unopened to the Offeror for re-submittal at the new due date and time, or  
b. if there are no changes in requirements, and pending agreement with the Offeror, held until the new due date and time  
63. If the City does not receive any offers, from a publicly broadcasted solicitation, the City may negotiate with any interested parties.

### Determining Responsiveness of the Offer:

64. Responsive Offers are inclusive of, but not restricted to: received prior to the due date and time, completed as stated in the solicitation documents, inclusive of all required documents, compliant to all product requirements and specifications, able to meet delivery requirements, accepting of all Purchase Order terms and conditions.

### Waivers and Rejections of Offers:

65. The City reserves the right to waive any informality, technical requirement, deficiency, or irregularity in the offer. The City may conduct discussion with Offerors to further clarify the Offerors response as may be necessary. Correction of the offer shall be effected by submission within 4 hours (e-mail or fax) of a corrected page with changes documented and signed.  
66. The City reserves the right to reject any or all offers for any reason including but not limited to: budgetary constraints, suspicion of collusion, pricing aberrations, front end loading; mathematically unbalanced proposals in which prices for some items are substantially out of proportion to comparable prices, materially unbalanced proposals in which material requirements for some items are substantially higher to comparable proposals; poor quality or poor performance in past City contracts, and other reasons deemed important to the City.  
67. The City reserves the right to accept or reject any offer in which the Offeror names a total price for all the goods without quoting a unit price on each and every item.  
68. *FOIA:* If the City rejects all offers and concurrently provides notice of its intent to reissue the solicitation, the rejected offers remain exempt from FOIA requirements until such time as the City awards or rejects the reissued solicitation.

### Determining Responsibleness of the Offeror:

69. The City reserves the right to determine the competence, the financial stability and the operational capacity, of any Offeror.  
70. Upon request by the City, Offerors shall furnish evidence for the City to evaluate their resources and ability to provide the goods required. Such evidence may include; but not be limited to: tour of facilities, staffing levels, listing of equipment and vehicles, certificates, licenses; listing of committed but not yet completed orders; financial statements; ...  
71. Offerors may be required to submit samples of items within a specified timeframe and at no expense to the City. If not destroyed in testing, samples will be returned at the Supplier's request and expense. Samples which are not requested for return within thirty (30) days will become the property of the City.  
72. Offerors may be required to effect a demonstration of the item being proposed. Such demonstration must be at a site convenient and agreeable to the affected City personnel and at no cost to the City.  
73. Offerors may be required to provide references. The City reserves the right to contact said references or other references that may be familiar with the Offeror.  
74. Offerors may be required to provide their internal policy on sustainability.

Confidential Information

75. Offerors may be required to provide evidence of financial viability. This may be a Dunn and Bradstreet Report, a financial statement prepared by a licensed Certified Public Accountant showing the Supplier's financial condition at the end of the past fiscal year, an annual report.
76. Offerors considering this request to be proprietary and confidential should also submit a separate redacted response. Failure to do so may result in information becoming available to the public.

#### **Selection Process:**

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77. The City endeavors to select the offer meeting the best interests of the City as stated by its City Council based on the totality of lawful considerations.
78. The City's determination of best overall value may include consideration of the City's internal cost structure for meeting requirements, such as the city's inventory carrying costs, ordering lead times, equipment maintenance costs, and items typically identified with and relating to a "Life Cycle Cost Analysis".
79. The City will consider the following non-exclusive list in determining award: soft costs of contract management; total cost of ownership factors such as transition costs, training costs, additional requirements such as spare parts and special tooling.
80. Should identical low, responsive and responsible bids be received from two or more Offerors, the City shall exercise one of the following tie breaking methods:
  - a. Tie Bid (two suppliers): The Procurement Officer, with a witness present, may flip a coin with heads representing the Offeror whose name appears first in alphabetical order. If the toss is heads, said Offeror will receive the recommendation to award.
  - b. Tie Bid (three or more suppliers): The Procurement Officer, with a witness and each vendor present, shall shuffle a new deck of playing cards and have each Offeror cut the cards. The Offeror who cuts the highest card (with Ace high) shall be recommended for award.

#### **Award:**

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81. Except as otherwise stated, offers will be awarded within ninety (90) days from the opening date.
82. Award is based on the lowest responsive responsible offer; offering the lowest life-cycle cost; providing the best overall value to the City; and deemed most advantageous to the City, price and other factors considered.
83. The City reserves the right to award by item, part or portion of an item, group of items, in the aggregate. Offeror may restrict their offer to consideration in the aggregate by so stating on the proposal form.
84. The successful Offeror may be required to enter into a purchase order or contract with the City of Wheaton covering all matters set forth in the solicitation document, and addenda.

#### **Requirements if Awarded the Order:**

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##### **Registration**

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85. The successful supplier, prior to the execution of the order, or no later than 10 days after receipt of the award document, must be registered to do business in the City of Wheaton and the State of Illinois.

##### **Insurance:**

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86. The successful Offeror, if awarded by Purchase Order, will be required to carry insurance acceptable to the City as stated on the Purchase Order Terms and Conditions.
87. Certificates of Insurance, Endorsements, and a Waiver of Subjugation must be submitted with the execution of the order.
88. The Offerors obligation to purchase stated insurance cannot be waived by the city's action or inaction.

##### **Audit:**

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89. The successful Offeror may be audited by the City or an agent of the City. Audits may be at the request of federal or state regulatory agencies, other governmental agencies, courts of law, consultants hired by the City or other parties which in the City's opinion requires information. Data, information and documentation will include, but not be limited to, original estimate files, change order estimate files, supplier quotes and rebates, and all product related correspondence.

**Protests:**

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90. Any Offeror who claims to be aggrieved in connection with a solicitation, the selection process, a pending award, or other reasonable issue may initiate a protest.
  - a. Protests involving the solicitation process or stated requirements must be presented in writing via e-mail to the Procurement Officer by the last date for questions as reflected on the cover page of this document.
  - b. Protests involving the evaluation of offers, staff recommendations, or the award process must be submitted in writing to the Procurement Officer no later than three business days after bid results are publicly posted.
91. Protests must include: the name and address of the protestor; appropriate identification of the solicitation; if an award has been initiated, the award document number (if available), identification of the procedure that is alleged to have been violated; precise statement(s) of the relevant facts; identification of the issue to be resolved; protestor's argument and supporting documentation (Exhibits, evidence, or documents to substantiate any claims).
92. A person filing a notice of protest will be required, at the time the notice of protest is filed, to post a bond in the form of a cashier's check in an amount equal to twenty-five percent of the City's estimate of the total volume of the award, or \$1,000, whichever is less.
  - a. If the decision of the Protest does not uphold the action taken by the City, then the City shall return the amount, without deduction, to the Offeror filing the protest.
  - b. If the decision of the Protest upholds the action taken by the City, then the City shall retain the amount of the cashier's check in payment for a portion of the cost and expense for time spent by City staff in responding to the protest and in conducting the evaluation of the protest.
93. Upon receipt of the notice of protest, the Procurement Officer shall stop the award process.
  - a. The Procurement Officer will rule on the protest in writing within two business days from receipt of protest.
  - b. Appeals of the Procurement Officer's decision must be made in writing within two business days after receipt thereof and submitted to the City Manager for final resolution. Appellant shall have the opportunity to be heard and an opportunity to present evidence in support of the appeal.
  - c. The City Manager's decision is final.

**Other Entity Use:**

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94. Although this solicitation is specific to the City of Wheaton, Offerors have the option of allowing this offer, if awarded by the City to the Offeror, to be available to other local entities and agencies within the DuPage-Kane-Cook-Will and Kendall Counties. If the successful Offeror and the interested entity/agency mutually agree on the Terms and Conditions, inclusive of pricing, both parties may perform business under the authority of this solicitation and contract.
95. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality or agency; nor will any city or municipality or agency be obligated for any bills incurred by any other city or municipality or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Supplier.

*END OF GENERAL INSTRUCTIONS REGARDING THE SOLICITATION OF GOODS*

*Special Terms and Conditions*  
**STREET LIGHT REPLACEMENT PARTS**

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**Specification**

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1. Please refer to the detailed description on the Proposal Sheet and the attached two (2) specification sheets.

**Delivery**

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2. Delivery shall be as required by the City of Wheaton.
3. Releases of the specified replacement parts may be made all at once, or on an as called for basis throughout the contract period.
  - a. Releases may be all of one line item, or a mixture of line items in assorted quantities.
4. The successful bidder shall endeavor to make all deliveries according to the time requested by the City.
5. The City agrees to place orders with as much advance notice as possible

**Cost Structure:**

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6. Cost Formula:
  - a. Cost per item x Quantity = Extended Cost
  - b. FOB Destination; Freight Prepaid and Allowed

**Invoices:**

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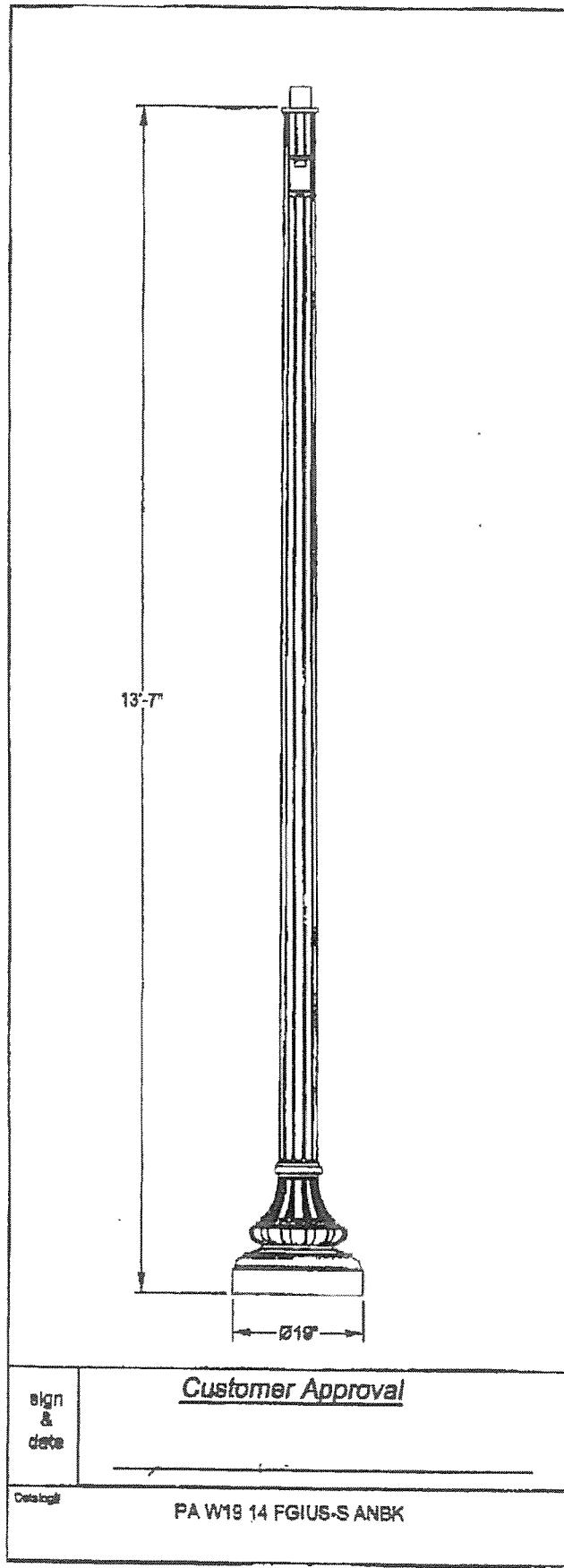
7. All invoices must reflect the following applicable information: the Contract Number, the name of the Project, the Name of the Contractor, and the services/deliverables with the price depicted in the same format as the offer.

**For Internal Purposes:**

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8. **All invoices are mailed to the attention of Ray Catala; City of Wheaton; PO Box 727; Wheaton, IL 60187.**

*END OF SPECIAL TERMS AND CONDITIONS*



**Washington Series**  
**Cast Aluminum Post**

**Post:**

Post shall be all cast aluminum construction consisting of a double tapered fluted base and a 12 flute tapered aluminum shaft with a 3° tenon for luminaire mounting. A door is located in the base for anchorage and wiring access.

**Accessories:**

1. FG1US-S - Duplex GFCI outlet with a small white in use weatherproof cover.

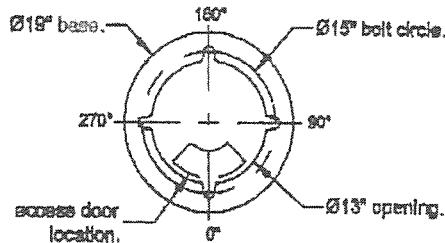
**Anchorage:**

Post shall be furnished with (4) 1½" hot-dip galvanized L-type anchor bolts.

**Finish:**

Post shall be furnished with a black powder coat finish.

**Anchorage Detail**



**Note:**

All hardware shall be stainless steel. All easily accessible exterior hardware shall be tamper resistant.

Post Height: 13'-7"

Base Size: Ø19"

date	series	design
5/15/03	NTS	L-5469A

**ANTIQUE Street Lamps**

2011-B W. Rundberg Lane • Austin, TX 78758-5846  
(512) 977-8444 • Fax (512) 977-9622

sign  
&  
date

**Customer Approval**

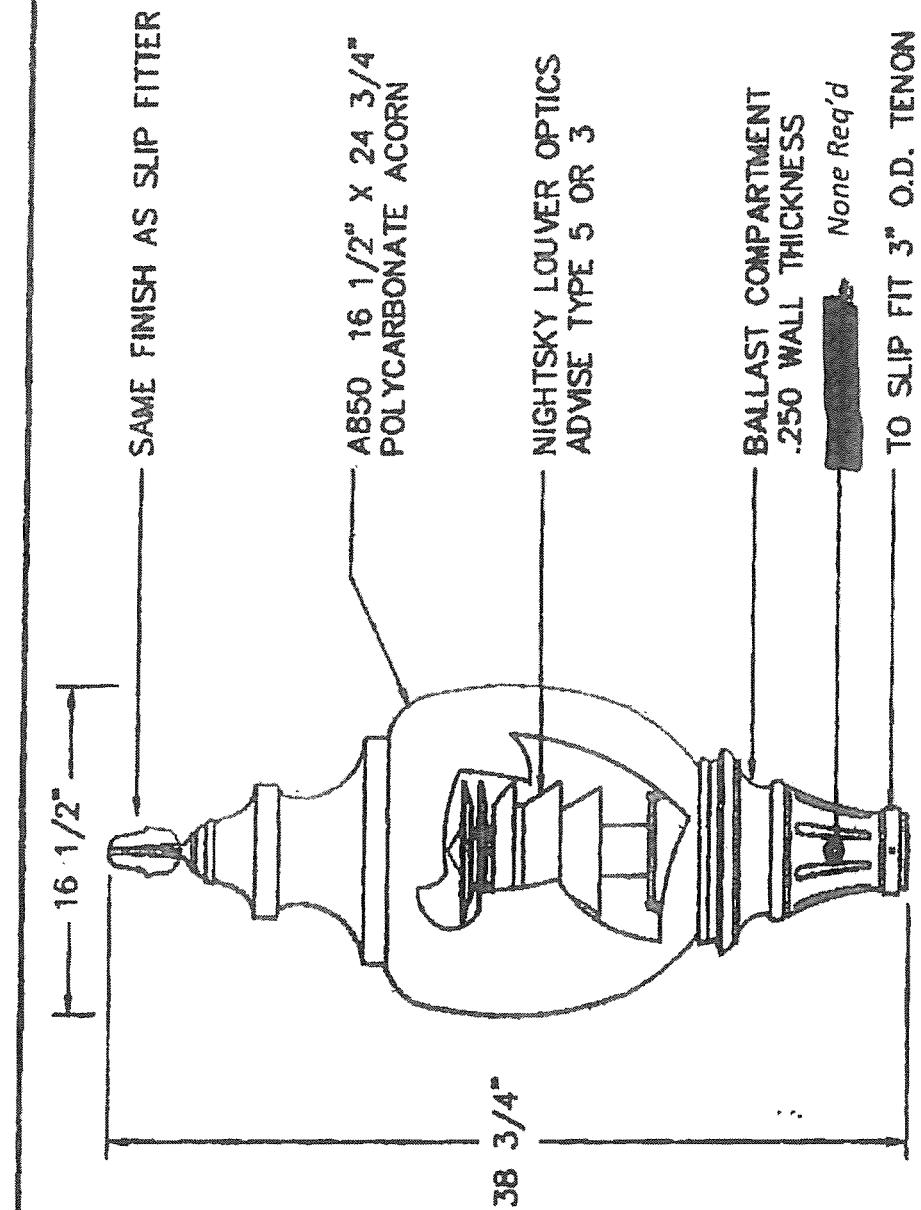
catalog

PA W19 14 FG1US-S ANBK

Jan-27-10 08:28am From-STERNBERG LIGHTING

8476888440

T-051 P.08/10 P-888



POLE HEIGHTS HAVE A TOLERANCE OF 1" OR -2"	JAN 26 201
LMG	1/8" = 1"
STERNBERG	SC10445
SOCKET TYPE MOG	
WATTAGE 150	
LIGHT SOURCE HPS	
Multi-tap Voltage? 240 / 208	
FUSE NO FUSING	
FINISH BLACK	

## PROPOSAL: STREET LIGHT REPLACEMENT PARTS

Based on Amendment # \_\_\_\_\_ dated \_\_\_\_\_

**PLEASE SUBMIT 2 Original Proposals AS FOLLOWS:**

*This Page, followed by  
Contractor Submittal Requirements followed by  
Certification of Compliance*

*Please do not bind your proposal in anything other than paper clips.*

We hereby agree to furnish and deliver to the City of Wheaton, in accordance with the Terms and Conditions, Specifications, and Contract Requirements as follows:

				2016	2017		
				QUANTITY	QUANTITY	UNIT COST	EXTENDED
<b>FIXTURES</b>							
COACH	100W	GE	T10C10S3N21MS5BLTU	6	10		
COBRA	150W	GE	M2AC15SON2GMC31	6	6		
ANTIQUE	150W	STERNBERG	SC10445 Modified	6	6		
				<b>TOTAL:</b>			
<b>POLES</b>				QUANTITY	QUANTITY	UNIT COST	EXTENDED
14'	ALUMINUM POLE	HAPCO	77-005	12	12		
14'	CAST ALUMINUM ANTIQUE POLE	ANTIQUE STREETLAMP S	PAW1914 FGJUS SANBK	6	6		
23'	ALUMINUM POLE 8' ARM	HAPCO	21-297		3		
27'	ALUMINUM POLE 8' ARM	HAPCO	31-529	1			
28'	ALUMINUM POLE 8' ARM	HAPCO	21-587	1			
				<b>SUB-TOTAL:</b>			
<b>BALLAST</b>				QUANTITY	QUANTITY	UNIT COST	EXTENDED
100W	HPS	ADVANCE	71A8071-001D	12	20		
150W	HPS	ADVANCE	71A8172-001D	25	16		
				<b>SUB-TOTAL:</b>			
				<b>GRAND-TOTAL:</b>			

## *CERTIFICATION OF COMPLIANCE STREET LIGHT REPLACEMENT PARTS*

The undersigned, being first duly sworn an oath, deposes and states that he/she has the authority to make this certification on behalf of the bidder for the product, commodity, or service and:

(A) The undersigned certifies that, pursuant to 720 ILCS Act 5, Article 33E of the Illinois Compiled Statutes, the bidder is not barred from bidding on this contract as a result of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating.

(B) The undersigned certifies that, pursuant to 65 ILCS 5/11-42.1-1 of the Illinois Compiled Statutes, the bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

(C) The undersigned certifies that, pursuant to 30 ILCS 580/3, Section 3 the bidder deposes, states and certifies it will provide a drug free workplace by complying to the Illinois Drug Free Workplace Act.

(D) The undersigned certifies that, pursuant to 820 ILCS 130/1-12 of the Illinois Compiled Statutes, the bidder, when required, is in compliance to all requirements of the Prevailing Wage Act.

(E) The undersigned certifies that, pursuant to 30 ILCS 570/ Section 5 Article 2 of the Illinois Compiled Statutes, the bidder is in compliance to all requirements of the Employment of Illinois Workers on Public Works Act.

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(F) The undersigned certifies that they agree to fulfill all Requirements, Specifications, Terms and Conditions.

(G) The undersigned certifies that they agree to fulfill all Contract Requirements.

(H) The undersigned certifies that they agree to present alternative Greener products/processes to the City for consideration in this work.

***Check One:***

**There are no conflicts of interest;** and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm, or your firm's ownership, management or staff will immediately notify the City of Wheaton in writing.

**There is an affiliation or business relationship** between you, your management or staff, your firm, or your firm's ownership, and an employee, officer, or elected official of the City of Wheaton who makes recommendations to the City of Wheaton with respect to expenditures of money, employment, and elected or appointed positions. Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each City of Wheaton affiliate with whom you, your firm, or your firm's ownership, management or staff, has an affiliation or a business relationship.

**This Business Firm is: (check one)**

a Corporation     a Partnership     an Individual

an LLC

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

**Operational Contact for this work**

Firm Address: \_\_\_\_\_

\_\_\_\_\_

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

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

Phone #: \_\_\_\_\_

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

e-mail: \_\_\_\_\_

Position: \_\_\_\_\_

**Sales Contact**

Phone #: \_\_\_\_\_

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

Fax #: \_\_\_\_\_

Phone #: \_\_\_\_\_

e-mail address: \_\_\_\_\_

e-mail: \_\_\_\_\_

Date signed: \_\_\_\_\_

**Billing Contact**

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

Phone #: \_\_\_\_\_

e-mail: \_\_\_\_\_

## *CUSTOMIZED MAILING LABEL FOR SEALED BID*

**XXXXXX CUT OUT XXXXXX**

*Cut along outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid".*

### **SEALED BID - DO NOT OPEN**

#### **PROPOSAL FOR:**

**STREET LIGHT REPLACEMENT PARTS**

#### **PROPOSAL FROM:** *(Insert your company name below)*

**Proposals due: April 14, 2016 prior to 10:00 am local time**

**Public Bid Opening: April 15, 2016 10:00 am local time**

**TO BE OPENED BY PROCUREMENT OFFICER**

#### **MAIL TO:**

**Joan M. Schouten, MBA CPIM CPPB  
Procurement Officer  
City of Wheaton / City Hall  
P.O. BOX 0727  
303 West Wesley Street  
Wheaton, IL 60187-0727**

