



REQUEST FOR PROPOSALS For MONUMENT LIGHTING

Updated 11/14/2022

Roderick Burch

Executive Director, West Central Association

Sole Service Provider SSA#16-Greektown

&

Frank Caputo

Chairman, Greektown Special Service Area #16

**SUBMISSIONS ARE DUE NO LATER THAN
DECEMBER 7, 2022 at 5:00PM**

Rod Burch, Executive Director

West Central Association

917 W. Washington Blvd #173 | Chicago, IL 60607

Phone: 312.902.4922 | Email: rod@wcachiago.org

REQUEST FOR PROPOSALS

This form will be used to communicate information with respect to questions and addenda as needed. Please fill out and email to rod@wcatchicago.org. If we do not receive this form, there is a risk that you will not receive important information.

Applicant Name: _____

Address: _____

Contact: _____

Telephone: _____

Fax: _____

E-Mail: _____

RFP for MONUMENT LIGHTING for Greektown Special Service Area #16

RFP Overview & Objective

The West Central Association - Chamber of Commerce on behalf of the Greektown Special Service Area #16 ("SSA #16") is issuing an RFP to secure a contractor to perform work on monument lighting in Greektown SSA #16 from start to finish listing the quantity of materials (Make & Model) needed and labor.

Contract Term

Provide sample contract agreement for review.

Basic Requirements/Scope of Service

1. Contractor will comply with all applicable federal, state, and city ordinances in performing services required under this proposal.
2. Contractor is to be in compliance with ALL City of Chicago requirements for subcontractors including certificates, business licenses and insurance (See Exhibit A).
3. Contractor will provide letters of reference from businesses and/or the community as a part of the response to this proposal. And a copy of its Standard Independent Contractor Service Contract.
4. Retrofit of 8 complete in grade fixture units removed and installed at VanBuren and Halsted Street (Southeast Corner). Including new flush stainless steel trim rings, gaskets, LED fixtures. All new light fixtures to be focused to provide the best projections uplighting of the monument and an airtight seal.
5. Retrofit of 12 complete in grade fixture units removed and installed at Monroe and Halsted Street (Southeast Corner). Including new flush stainless steel trim rings, gaskets, LED fixtures. All new light fixtures to be focused to provide the best projections uplighting of the monument and an airtight seal.
6. Contractor will be required to do on-site inspections for proper evaluation to retrofit the existing openings to restore proper lighting.
7. Any additional work to repair limestone should be noted and pricing provided.

Final selection will be made based on these factors and proposed fee. Preference will be given for city of Chicago firms. MBE/WBE firms are strongly encouraged to apply.

Instructions to Bidders

Please submit a proposal by **WEDNESDAY, DECEMBER 7, 2022**. Proposals should include:

1. Company history/profile
2. Project Management Approach
3. Personnel Selection & Training Process
4. Quality Management Program (monitoring & quality control)
5. Proposal with Scope of Services and Cost (with all related fees included)
6. Certificate of Liability Insurance
7. Licensing & Certification (proof of license and bonding with the City of Chicago; company certification by State of Illinois; employees licensed by State of Illinois)
8. Any additional value-added features your firm offers
9. List of (3) references with contact information, preferably from exiting SSA's, Neighborhood organization or Chamber.

Late submissions will not be accepted. The attached rider is for your reference only, so that you are aware of our terms; you do not need to submit it with your proposal. **Please submit your proposal electronically as one (1) PDF file of the entire proposal. And, please also send (5) hard copies of your entire proposal to the address below.** If you have questions, please call Rod at (312) 902-4922 or email at the address below.

Email proposals should be sent to:

rod@wcacheicago.org

(submit one (1) PDF file of entire proposal)

And

Hard copy of proposals should be sent to:

Rod Burch

Executive Director

West Central Association

917 W. Washington Blvd., #173

Chicago, IL 60607

EXHIBIT A

These are referenced from the City Ordinances

Section 3.04 Nondiscrimination

Federal Requirements

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin: or (2) limiting, segregating or classifying contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e et seq.(1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No11246,30 Fed. Reg. 12,319 (1865), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No.11375, 32Fed.Reg..14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978)"Age discrimination Act, 42 U.S.C. 6101-6106 (1981); Age discrimination in employment Act, 29 U.S.C. 621-3; Rehabilitation Act of 1973, 29 U.S.C. 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. 1201 et seq.; 42 C.F.R. Part 60 et seq. (1990); and all other applicable federal statutes, regulations and other laws.

State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provide under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code 750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. (1990), as amended, and all other applicable statutes, regulations and other laws.

City Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provide under this Agreement must comply with, the Chicago Human Rights Ordinance, ch.2-160-010 et seq. of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

The Contractor must incorporate all of this Section 3.04 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or may provide any such materials, labor or services in connection with this Agreement. Further such reports and information as requested by the federal, state and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

Section 6.01- Warranties and Representations

ARTICLE 6 SPECIAL CONDITIONS

In connection with the execution of this Agreement, the Contractor warrants and represents:

- A. That it is financially solvent; that it and each of its employees, agents, and Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein; and
- B. That it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services; and,
- C. That it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City; and Contractor shall not reassign this to any third party without SSA #16 written approval.
- D. That it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of §2-92-320 of the Municipal Code of Chicago, 720 ILLS 5/33E-1 et se q. of the Criminal Code of-1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code; and
- E. That it, all Subcontractors and their respective officers, directors, agents, partners, and employees shall cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provision and require understanding and compliance therewith; and
- F. That, except only for those representations, statements, or promises expressly contained in this Agreement and any exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced the Contractor to enter into this Agreement; and No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor

acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City. The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to the Agreement that would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment determines that any of the Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

Section 6.06

Business Relationships with Elected Officials

Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago. It is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any city council committee hearing or in any city council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by an elected official with respect to this agreement is grounds for termination of this agreement

6.07 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("Covered Employees"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

- (i) If Contractor has 25 or more full-time employees, and
- (ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then
- (iii) Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all Services performed under this Agreement.

(b) Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2006, the Base Wage is \$12.00, and each July 1 thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

Section 8.13

Sub-contractor warrants and agrees that, any person or entity who directly or indirectly has an ownership or beneficial interest in Sub- Contractor of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Contractor's subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago ("Mayor") or to his political fundraising committee (i) after execution of this Agreement by Contractor, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Contractor and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached Contractor or the date Contractor approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Contractor agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 05-1 prior to award of the Agreement resulting from this specification, the Commissioner may reject Contractor's bid.

**CITY OF CHICAGO
DEPARTMENT OF PLANNING AND DEVELOPMENT
SPECIAL SERVICE AREA
SUBCONTRACTOR AFFIDAVIT**

Section 35 ILCS 200/27-100(b) of the Illinois Special Service Area Tax Code:

“No business owned by an employee or elected official of the municipality [City of Chicago] may, for valuable consideration, provide goods or services as a subcontractor of a service provider agency pursuant to a services contract for any special service area located within that municipality.”

Date: _____ Special Service Area # _____

SSA Subcontractor Information:

Business Name:

Business Address: _____

City, State, ZIP: _____

Service or Goods being provided: _____

Owner's name: _____

Contact's name: _____

Contact's title: _____

Telephone: _____

Email address: _____

By signing below, I confirm that this business is not owned by an employee of elected official of the City of Chicago.

Signature: _____ Printed Name: _____

Title: _____ Date: _____

Failure to comply with this statute will result in, but may not be limited to immediate revocation of this subcontract agreement. This affidavit must accompany the SSA subcontractor agreement and be maintained in the files of the SSA Service Provider.

SSA #16 Contract Rider (SAMPLE)

- 1. All contracts are made with the West Central Association. All invoices and inquiries shall be directed to SSA #16 staff.

- 2. SSA #16 reserves the right to pay authorized invoices upon satisfactory inspection of work completed. Inspection of work will take place within 5 business days of receipt of invoice. If work is not deemed satisfactory, contractor will address issues identified by SSA #16 staff and/or Commission, and will receive payment upon satisfactory inspection of work completed.

- 3. Proof of proper insurance certificate and additional insured must be submitted before any contract will be fully executed. West Central Association and SSA #16 shall be named as “additional insured”.

Please sign below to acknowledge acceptance of the terms of this rider.
West Central Association

Name

Name

Title

Title

Signature

Signature

Date

Date