

WILL COUNTY METROPOLITAN EXHIBITION AND AUDITORIUM AUTHORITY

INVITATION TO BID

Name of Bidding Firm:							
Address:				State:		Zip:	
Phone:		City:					
Email:		Fax:					

Bid Opening Time and Date: June 26th, 2023 at 3:00 p.m.

Bids will be accepted until the specified opening time and date. Any bidder attempting to deliver after the opening time and date will be refused.

PLEASE MARK THE RETURN SEALED ENVELOPE: Theatrical Lighting Contract Bid	RETURN BIDS TO: Will County Metropolitan Exhibit Authority 102 N. Chicago Street Joliet, IL 60432 Attention: Rafael Ramirez
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BIDS SUBMITTED BY FASCSIMILE OR E-MAIL WILL NOT BE ACCEPTED

BID QUESTIONS:

Questions regarding this Bid shall be addressed to:

[Rafael – Rramirez@rialtosquare.com](mailto:Rafael - Rramirez@rialtosquare.com)

Section 1

Bid Instructions

and

Contract

Conditions

**WILL COUNTY METROPOLITAN EXHIBITION AND AUDITORIUM AUTHORITY,
WILL COUNTY, ILLINOIS—BIDDING AND CONTRACT GENERAL CONDITIONS**

The following shall be made part of the terms and conditions of the contract (“Contract”) entered into between the Will County Metropolitan Exhibition and Auditorium Authority (“Authority”) and Vendor (also referred to herein as “bidder,” “awarded vendor,” and “contractor”) if awarded the contract. Vendor’s submission of a bid or proposal constitutes acceptance of these Conditions:

1. **Pricing.** The bidder shall insert price for all bid items and all other information requested in these specifications. The price shall be the *full, delivered cost* to the Authority with no additions.
2. **RESERVED.**
3. **Prompt Payment Act.** The Authority intends to comply with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*). The awarded vendor will be paid upon submission of invoices to: Will County Metropolitan Exhibit Authority, 102 N. Chicago Street, Joliet, IL 60432.
4. **W-9 Request for Taxpayer Identification Number.** Prior to issuance of a purchase order, the successful bidder will be required to supply the Authority with a federal W-9 Request for Taxpayer Identification Number and Certification.
5. **Legal Compliance.** Vendor will at all times observe and comply, and will cause its subcontractors to observe and comply, with all applicable federal, state, and local laws, ordinances, rules, regulations, and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of this contract. Provisions required by law, ordinance, rules, regulations, or executive order to be inserted in this contract will be deemed inserted, whether or not they appear in it. In no event will failure to insert such required provisions prevent the enforcement of applicable law. Lack of knowledge of applicable law on the part of Vendor will in no way be cause for release of this obligation. If the Authority becomes aware of violation of any laws, ordinances, rules and regulations on the part of Vendor or subcontractor, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.

Vendor must pay all required taxes and obtain all licenses, certificates, or other authorization required in connection with the performance of its obligation hereunder, and Vendor must require all subcontractors to also do so. Failure to do so may result in rejection of Vendor’s bid, cancellation of an award to Vendor, or termination of this contract with Vendor.

By entering into a contract with the Authority, Vendor certifies that to the best of its knowledge, its principals and any subcontractor used in the performance of this contract meet Authority requirements and have not violated any Authority ordinance, code, state, federal, or local rules or regulations, and have not been subject to any debarment, suspension, or other disciplinary action by any government agency. Additionally, if at any time Vendor becomes aware of such

information, it must immediately disclose it to the Authority.

6. Legal Requirements. This contract sets forth the entire final agreement between the Authority and the bidder and shall govern the respective duties and obligations of the parties. The validity of this contract, and any disputes arising from the contract, shall be governed by the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the trial courts of Will County, State of Illinois. Should a provision of this contract be declared invalid by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of the contract.

7. Safety. Prevention of accidents at any project is the sole responsibility of Vendor and its subcontractors, agents, and employees. Vendor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. Vendor shall retain exclusive and direct control over the acts or omissions of its subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the awarded vendor.

8. Control of the Work. With respect to Vendor's own work, the Authority shall not have contractual, operational, and/or supervisory control over and/or charge of the work and shall not be responsible for construction means, methods, techniques, sequences, procedures, and programs in connection with the awarded vendor's work, since these are solely the vendor's responsibility under the agreement. The Authority shall not be responsible for the awarded vendor's failure to carry out the work in accordance with the agreement's terms and conditions. The Authority shall not have control over and/or charge of acts or omissions of the awarded vendor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the awarded vendor. The awarded vendor shall be considered to be an "independent contractor" pursuant to Illinois law.

9. Bid Bond. A bid bond for not less than five (5) percent of the bid amount must accompany all bids as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract. A bank cashier's check, bank draft, or certified check equal to the amount specified is acceptable in lieu of a bid bond. Bid bonds of the two lowest firms will be retained until the contract is awarded.

10. Performance and Payment Bond. The awarded vendor shall furnish a performance and payment bond equal to the amount of the contract, acceptable to the Authority, within fourteen (14) calendar days after notification of contract award. Failure to furnish the required bond within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the Authority as liquidated damages and not as a penalty.

11. Taxes. No charge will be allowed for taxes from which the Authority is exempt. The Authority is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The Authority is exempt from the Federal Excise and Transportation Tax.

12. Withdrawal of Bids. Firms may withdraw or cancel their bids at any time prior to the advertised invitation to bid opening. After the opening time, no bid shall be withdrawn or

cancelled. All bids shall be firm and valid for a period of ninety (90) calendar days. If a bidder to whom a contract is awarded refuses to accept the award, the Authority may, at its discretion, suspend the bidder for a period of time up to three (3) years in addition to all other remedies.

13. Subcontracting. The bidder shall provide information for all subcontractors and leased operators of equipment in the required Subcontractor Utilization Form. Information contained in this form must be complete and accurate, to the best of Vendor's estimating ability at the time of bid.

14. Termination of Contract. The Authority reserves the right to terminate the contract in its entirety or in portions, upon written notice to Vendor for convenience, if the Authority Council does not appropriate sufficient funds to complete the contract, or in the event of default by Vendor. Default is defined as failure of the awarded vendor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. The Authority's written notice of termination shall specify the effective date of termination. Vendor shall discontinue providing goods or services after such effective date, and the Authority shall not be liable for goods or services provided by Vendor thereafter. In the event of default, the Authority may purchase the product(s) and/or service(s) from other sources and hold the defaulting company responsible for any excess costs occasioned thereby.

15. Late Bids and Proposals. Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely Vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to Vendor at their request and expense.

16. Equal Employment Opportunity. Vendor shall comply with all applicable equal employment opportunity statutes, regulations, and ordinances including but not limited to the Authority's Equal Opportunity Employment (EOE) Ordinance (Authority Code of Ordinances, Chapter 11, Article IV); the Illinois Human Rights Act (775 ILCS 5/101 *et seq.*), the Illinois Department of Human Rights (IDHR) Rules and Regulations for Government Contracts (44 Ill. Admin. Code, Chapter X, Section 750), the Discrimination in Public Contracts Act (775 ILCS 10/0.01 *et seq.*), Title VII of the Civil Rights Act of 1964, as amended (§ 7, 42 U.S.C. § 2000e *et seq.*); the Age Discrimination in Employment Act of 1967, as amended (29 USC §.621 *et seq.*); Title I of the Americans with Disabilities Act of 1990, as amended (42 USC 12111-12117); the Equal Pay Act of 1963, as amended; and the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (38 USC §§ 4301-4335).

The awarded vendor

shall comply with the following terms and conditions during the performance of this contract:

- a) Vendor will not discriminate against any employee, including apprentices, or applicant for employment, including training programs, because of race, color religion, sex, sexual orientation, gender identity, marital status, order of protection status, status as a survivor of domestic violence

or human trafficking, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or unfavorable discharge from military service; and, further, that Vendor will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

- b) Vendor shall comply with all laws, rules, and Administrative Regulations with respect to employment and employees.

17. Bid Protest. Firms wishing to protest bids or awards shall notify the Authority in writing within seven (7) days after the invitation to bid opening. The notification should include the bid number, the name of the firm protesting, and the reason why the firm is protesting the bid. The Authority will respond to the protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded contract.

18. Disputes. In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Authority or authorized representative shall be final and binding to all parties. The Authority has the right to waive technicalities as they see fit. The Authority may request a written recommendation from the head of the department using the equipment or service being procured.

19. Exceptions. Any deviations from these specifications shall be noted and submitted with the bid. Failure to address deviations from specifications may result in bid rejection.

20. Acceptance/Rejection of Bids. The Authority reserves the right to accept or reject any or all bids or proposals at any time, for any reason, including but not limited to the Authority not appropriating sufficient funds to purchase equipment or complete the contract. The Authority may make awards in any manner deemed in the best interest of the Authority.

21. Prevailing Wage. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires awarded vendors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. Prevailing wage rates are determined by the Illinois Department of Labor and posted on the Department's website at:

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> .

[NOTE: Sections 21 and 22 apply only if the box above is checked]

- (a) The Act *does* apply to owner-operators.
- (b) When applicable, all awarded vendors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to all wage, notice, recordkeeping, and filing of certified payroll requirements.
- (c) Under the Act, it is mandatory upon Vendor to insert into each subcontract a written

stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing work under this contract. It is also the Vendor's responsibility under the Act to verify and pay *current* wage rates, as the Department may change them from time to time.

(d) It is Vendor's obligation to understand what the Act requires, and to comply accordingly. *Failure on the part of the Authority to provide proper written notice regarding the applicability of the Prevailing Wage Act does not relieve Vendor or subcontractors of the obligation to comply with the Act when applicable, nor does it relieve them of their obligation to pay back wages when owed.*

(e) Vendor and all subcontractors shall make all records required under the Prevailing Wage Act available for inspection, copying, or transcription by authorized representatives of the Authority or Department of Labor. Vendor shall further permit such representatives to interview employees during working hours on the job. If Vendor or subcontractor fails to submit the required records or make them available, the Authority may take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request may be grounds for debarment action.

22. Certified Payroll. All Certified Payroll reports required to be submitted under the Prevailing Wage Act, 820ILCS 130, as directed by the State of Illinois (<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>). No paper copies or non-conforming Certified Payroll reports will be accepted. The Authority reserves the right to withhold payment due to the awarded vendor until the vendor complies with this or any other provision of the Act.

23. Substance Abuse Prevention. Before Vendor commences work on a public works project, it must have in place a written program which meets or exceeds the program requirements in the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.), to be filed with the Authority and made available to the general public, for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act.

24. Indemnification. To the fullest extent permitted by law, Vendor shall indemnify and hold harmless the Authority and VenuWorks of Joliet, LLC, their officers, representatives, elected and appointed officials, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from Vendor's performance of work under this agreement, and indemnifies and agrees to defend and hold harmless the Authority and VenuWorks of Joliet, LLC, against any and all losses, claims, damages, and expenses arising from the work performed hereunder.

This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for Vendor under the Illinois Workers' Compensation Act (820 ILCS 305/1 *et seq.*), disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155, 585 N.E.2d 1023 (1991) in Illinois.

Further, Vendor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act (29 USC Ch. 15 §651 *et. Seq.*) and the Contract Work Hours and Safety Standards Act (40 USC Ch. 37 §3701 *et seq.*) and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts.

Under no circumstances shall Vendor, its subcontractors, agents, and employees be required to indemnify the Authority for its own negligence.

25. Insurance Requirements. Upon execution of the contract, and prior to Vendor commencing any work or services with regard to the project, Vendor shall carry the policies and coverages attached to the Instruction to Bidders. Additional insured coverage shall apply as primary insurance and be noncontributory with respect to any other insurance afforded to the Authority and VenuWorks of Joliet, LLC. All coverage shall be placed with an insurance company duly admitted in the State of Illinois and shall be reasonably acceptable to the Authority. All awarded vendor insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the additional insured whether or not a claim is in litigation.

26. Conflict of Interest. Each bidder affirms, by submission of a response to this bid or request for proposals, it has no interest and will not acquire any interest in any enterprise, project, or contract that would conflict in any manner of degree with the performance of the work, services, or goods to be provided hereunder. Bidder further affirms that no person having such an interest will be employed to perform any work or services under the contract, and that no employee of the Authority is directly or indirectly interested in the bid or proposal for any reason of personal gain.

27. Non-Waiver. The failure by the Authority to require performance of any provision shall not affect the Authority's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

28. Acceptance or Rejection of Bids and Proposals. The Authority reserves the right to accept or reject any and all proposals and to waive technicalities in submitted bids.

29. Non-barred Bidder. Vendors affirms, by submission of a response to this bid or request for proposals, that Vendor is not barred from bidding on this contract as a result of a conviction for violation of state law prohibiting bid rigging or rotating.

30. Non-Assignment. Neither this Contract nor any of the rights, interests or obligations under

the Agreement shall be assigned, in whole or in part, by written agreement, merger, consolidation, operation of law, or otherwise by either party without the prior written consent of the otherparty.

31. Governing Law. This Contract shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, excluding its choice of law rules and, to the extent applicable, the copyright laws of the United States of America. In the event of a dispute under this Contract, the parties agree to submit to the exclusive jurisdiction of the state courts of, and federal courts sitting in, the State of Illinois.

32. Severability. In the event that any clause, provision, or portion of these General Conditions or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions.

33. Payment. Because of the size of the Project, payment will be made in one (1) lump sum payment upon completion.

Instruction to Bidders

1. The bidder shall insert the price for all bid items and all other information requested in the Bid Form attached or a computer-generated schedule of prices. All computer-generated schedule of prices submitted must be correct and correspond to the latest schedule of prices issued by the Authority or the bid may be rejected. All prices shall be net and shall be the full, delivered cost to the Authority, including all factors whatsoever. Failure to comply with this requirement will constitute rejection of bid.

2. The Authority requires the improvements specified to be completed under the following guidelines: Vendor must begin work within ten (10) days of the Notice to Proceed. Once notice to proceed has been given, Vendor will have thirty (30) days to complete the project. Time is of the essence.

3. It shall be mandatory that the awarded vendor and subcontractors comply with the Illinois Preference Act requires that on Illinois-resident workers be employed on Public Works Projects in times of excessive unemployment.

4. Bidders are only required to return to the Authority the forms listed in the Required Forms section of the bid document, along with any special information that may be requested of firms as part of the general or special provisions. Sections 1, 3, and 4 of the bid document need not be returned to the Authority.

5. Bidder Questions during Bidding.

All questions regarding the bidder's preparation of his bid, pertaining to the drawings and specifications, shall be compiled in writing and e-mailed to Rafael Ramirez, (r Ramirez@rialtosquare.com) Authority, Finance Department, at least 72 hours prior to bid time. Questions received less than 72 hours before the designated bid time cannot be answered by addendum.

Oral statements will not be binding to Authority or Vendor.

Any questions deemed by Authority as requiring a response will be answered by addendum issued to all bidders and will become a part of the Contract.

Subcontractors must direct their questions through Vendor only.

The consulting Architect and/or the consulting Engineer shall not be contacted direct without prior authorization from Authority.

6. These instructions are to be considered an integral part of any proposal.

7. Bidders may have access to the Site to inspect the Project by contacting Rafael Ramirez by email at r Ramirez@rialtosquare.com.

Section 2

Required Forms

Authority
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

All bidders seeking to do business with the Authority must complete this certification. **Failure to sign this Certification will result in disqualification of Vendor's bid or proposal.**

1. **Compliance with EEO Law.** Vendor acknowledges and certifies that, if awarded a contract with the Authority, it is subject to and will comply with all applicable equal employment opportunity statutes, regulations, and ordinances, the Illinois Human Rights Act (775 ILCS 5/101 *et seq.*), the Illinois Department of Human Rights Rules and Regulations for Government Contracts (44 Ill. Admin. Code, Chapter X, Section 750), and the Discrimination in Public Contracts Act (775 ILCS 10/0.01 *et seq.*), Title VII of the Civil Rights Act of 1964, as amended (§ 7, 42 U.S.C. § 2000e *et seq.*); the Age Discrimination in Employment Act of 1967, as amended (29 USC §.621 *et seq.*); Title I of the Americans with Disabilities Act of 1990, as amended (42 USC 12111-12117); the Equal Pay Act of 1963, as amended; the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (38 USC §§ 4301-4335); and, for federally-funded construction contracts (only), Executive Order 11246, as amended, and relevant U.S. Department of Labor regulations regarding equal employment opportunity for federally assisted construction contracts (see 41 CFR Part 60).
2. **Discrimination Prohibited.** Vendor certifies that it is its policy to provide equal employment opportunity and that it prohibits discrimination against any employee or applicant for employment due to race, color religion, sex, sexual orientation, gender identity, marital status, order of protection status, status as a survivor of domestic violence or human trafficking, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or unfavorable discharge from military service. Further, Vendor will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization, as is required by the Illinois Department of Human Rights Rules and Regulations for Government Contracts.
3. **Non-Segregated Facilities.** Vendor certifies that it provides facilities at its place of business without segregation except where separate facilities for a person of the opposite sex are required. Vendor also certifies that it will, to the greatest extent possible, not assign employees to work at any location where facilities are so segregated and that it will insert into its subcontracts the provisions of this paragraph for work performed under this contract and obtain the same certification from subcontractors.
4. **Government Exclusion, Debarment, or Suspension.** Vendor certifies that it is not subject to any exclusion, debarment, suspension, or other disciplinary action by any government agency including but not limited to the U.S. Government, State of Illinois, Illinois Human Rights Commission, Illinois Department of Labor, or any other federal or state agency or political subdivision. Additionally, if at any time Vendor is subject to such exclusion, suspension, or debarment during the contract period, Vendor certifies that it will immediately disclose this information to the Authority's EOC Officer.

Authority
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

5. **Subcontracting.** Vendor certifies that, if awarded a public contract with the Authority, it will include verbatim or by reference the provisions of the Authority’s General Conditions *Equal Employment Opportunity* paragraph 19 in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed. For federally funded construction contracts, the conditions described in paragraph (8) of the “Equal Opportunity Clause for Federally Assisted Construction Contracts” and paragraph (2) of the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” must also be included in every subcontract. Vendor acknowledges that it is responsible for the compliance of all of its subcontractors with this provision. Vendor also certifies it will not utilize any subcontractor excluded, debarred, suspended, or otherwise disciplined by any government agency including but not limited to the U.S. Government, State of Illinois, Illinois Human Rights Commission, Illinois Department of Labor, or any other federal or state agency or political subdivision, and that it will notify the Authority’s EOC Officer if any subcontractor fails to comply with such provision.

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Signature of Vendor

Date

Acknowledgement of Addenda

By indicating below, we acknowledge receipt of the addenda listed.

Addendum	<input type="text"/>	Date	<input type="text"/>
Addendum	<input type="text"/>	Date	<input type="text"/>
Addendum	<input type="text"/>	Date	<input type="text"/>
Addendum	<input type="text"/>	Date	<input type="text"/>
Addendum	<input type="text"/>	Date	<input type="text"/>

Person, Firm or Corporation

Authorized Signature

CONTRACTOR’S LIABILITY INSURANCE

The Contractor’s Comprehensive General Liability Insurance and Automobile Liability Insurance required shall be in the amounts:

Umbrella Liability	\$1,000,000
Workmen’s Compensation	Statutory
Employer’s Liability	\$1,000,000
General Aggregate	\$2,000,000
Comprehensive General Liability	
Bodily Injury & Property Damage	\$1,000,000
Liability:	CSL
Including: Completed Operations for 4 years XCU	
Independent Contractors. Broad From Property Damage	
Contractual and Personal Injury.	

Automobile:

Bodily Injury Liability	\$1,000,000
Property Damage Liability	
Including Non-Owned and Hired	\$1,000,000
Uninsured Motorists	\$1,000,000

ADDITIONAL INSURED: Will County Metropolitan Exposition and Auditorium Authority and VenuWorks of Joliet, LLC, together with each of their officers, agents, and employees.

The Contractor shall require each of his Sub-contractors to procure and to maintain during the life of his Sub-contract, Sub-contractor’s Comprehensive General Liability Insurance of the type as specified in this Attachment.

SWORN STATEMENT OF FREEDOM OF COMPETITION

In compliance with the requirements of 70 ILCS 200/2-128, I do hereby swear and affirm that I have not, nor to the best of my knowledge has any employee or representative of the company herein named, acted in collusion with any other bidders in restraint of freedom of competition, by agreement to bid a fixed amount or to refrain from bidding or otherwise.

Signature of Company Officer

Date

Print Name

Company Officer's Title

Company Name

Company Address

Signature of Witness

Date

Print Name of Witness

PROJECT DESCRIPTION

Theatrical Lighting Control Retrofit Equipment for the Rialto Square Theatre, Joliet, Illinois, as set forth in the specification attached hereto.

Section 3 Bid Specifications

ELECTRICAL WORK

1.0 SCOPE

1.1 The Authority is seeking bids from qualified vendors to supply the equipment and labor necessary to complete the scope of work attached hereto.

2.0 GENERAL REQUIREMENTS

2.1 Vendor Qualifications. No contract shall be awarded except to responsible vendors capable of completing the Project. Before being considered for the award, vendors may be required to show evidence of the necessary experience, facilities, equipment, ability and financial resources to perform the work in a satisfactory manner and within the time stipulated. The Authority shall make the final determination as to the vendor's ability to provide the desired services.

2.2 Basis of Award. The Authority will award this contract to the lowest responsive and responsible bidder(s) that are able to meet the requirements and criteria set forth in this document. A "responsive bidder" is able to provide a product or service that conforms in all material respects to the specifications detailed in this document. A "responsible bidder" is a corporation, company, or person who has the ability in all respects to provide the product or service desired at the highest possible standards of quality. The Authority may award the contract based on line-item categories, or as a whole, whichever best serves the interest of the Authority.

2.3 Contacts. Any questions regarding this bid should be directed to Rafael Ramirez at rramirez@rialtosquare.com.

3.0 SPECIFIC REQUIREMENTS

3.1 All materials shall be new and of prime quality.

Person, Firm, or

Corporation

Authorized

Signature, Title