

CITY OF EVANSTON
SPECIFICATIONS AND BID DOCUMENTS
Commodity Purchases

BID NUMBER: 26-49
For

WATER TREATMENT CHEMICALS

OCTOBER 8, 2026



BID DUE DATE: **2:00 P.M., TUESDAY, NOVEMBER 3, 2026**

VIRTUAL BID OPENING: **2:15 P.M., TUESDAY NOVEMBER 3, 2026**

Google Meet ID: meet.google.com/erk-vjyw-pza
Phone Numbers:
(US) [+1 617-675-4444](tel:+16176754444)
PIN: 491 020 418 0044#

BID BOND: **5% of Contract Amount**

**PERFORMANCE/MATERIAL
& LABOR PAYMENT BOND:** **100% of Contract Amount**

CONTRACT PERIOD: **Contract award through DECEMBER 31, 2027**

ELECTRONIC BID SUBMITTAL:

Bid responses will only be accepted electronically
via E-bidding through DemandStar (WWW.DEMANDSTAR.COM)

**It is highly recommended that new DemandStar users complete the account
setup process prior to project due date/time.**

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CITY OF EVANSTON

NOTICE TO BIDDERS

The City's Purchasing Office will receive bids until 2:00 P.M. local time Tuesday, November 3, 2026 and will be publicly read virtually via Google Meets at 2:15 P.M. Interested parties can use the following link: meet.google.com/erk-vjyw-pza or join by phone 617-675-4444 PIN: 491 020 418 0044# to access the virtual bid opening. Responses will only be accepted electronically via E-bidding through DemandStar (www.demandstar.com). Although registration is required, vendors can download solicitations and upload responses for free. Bids shall cover the following:

WATER TREATMENT CHEMICALS

Bid Number: 26-49

Work on this project includes: the purchase of chemicals to be used in the drinking water treatment process.

The above item shall conform to the Invitation for Bids on file in the Purchasing Office. Parties interested in submitting a bid should contact the Purchasing Office to receive a copy of the bid or see the City's website at: www.cityofevanston.org/business/bids-proposals/ or DemandStar at: www.demandstar.com.

The City of Evanston (the City) in accordance with the laws of the State of Illinois, hereby notifies all Bidders that it will affirmatively ensure that the contract(s) entered into pursuant to this Notice will be awarded to the successful Bidders without discrimination on the ground of race, color, religion, sex, age, sexual orientation, marital status, disability, familial status or national origin. The City of Evanston reserves the right to reject any or all submittals or to accept the submittal(s) deemed most advantageous to the City.

The Evanston City Council also reserves the right to award the contract to an Evanston firm if that firm's bid is within 5% of the low bid.

Each Bidder shall be required to submit with their bid a disclosure of ownership interest statement form in accordance with the provisions of City Code Section 1-18-1 *et seq.* Failure to submit such information will result in the disqualification of such bid.

Cheryl Stuart
Purchasing Specialist

INSTRUCTIONS TO BIDDERS/REQUIREMENTS FOR BIDDING (CONTRACTS OVER \$25,000)

1. ON-LINE NOTIFICATION OF SOLICITATIONS

The City is utilizing Demandstar.com (www.demandstar.com) for on-line notification purposes only for sealed bids when it is anticipated that the amount of the resulting contract will be in excess of its formal bid limit of \$25,000, such as this requirement. Interested Bidders are required to submit a sealed bid to the City by the date/time indicated for this requirement on the forms provided by the City.

2. SUBMISSION OF BIDS

- A. The City of Evanston will no longer accept hard copy paper submittals for any solicitation. Responses will only be accepted electronically via E-bidding through DemandStar (WWW.DEMANDSTAR.COM). Although registration is required, vendors can download solicitations and upload bid responses for free. **Please refer to attached DemandStar E-bidding documents.**
- B. ANY BIDS RECEIVED AFTER THE TIME AND DATE SPECIFIED FOR THE RECEIPT OF BIDS WILL NOT BE ACCEPTED. It is the sole responsibility of the Bidder to insure that his or her bid is delivered by the stated bid opening time. THE CITY IS NOT RESPONSIBLE FOR INCOMPLETE UPLOADED SUBMITTALS.
- C. Bids will be opened on the date and time stated.
- D. Any Bidder may withdraw his or her bid by letter or with proper identification by personally securing his or her bid at any time prior to the stated bid opening time. No telephone request for withdrawal of bids will be honored.

3. PREPARATION OF BIDS

The Bidder must prepare the bid on the attached bid forms. Unless otherwise stated, all blank spaces on the bid form or pages must be filled in. Either a unit price, lump sum price, or a "no-bid", as the case may be, must be stated for each and every item and must be either typed in or written in ink.

4. SIGNING OF BIDS

- A. Bids which are signed for a partnership should be signed in the firm's name by all partners, or in the firm's name by Attorney-in-Fact. If signed by Attorney-in-Fact, there should be attached to the bid a Power of Attorney evidencing authority to sign the bid, dated the same date as the bid and executed by all partners of the firm.
- B. Bids which are signed for a corporation should have the correct corporate name thereon and signature of an authorized officer of the corporation manually written below the corporate name following words "By: ____". title of office held by the person signing for corporation, which shall appear below signature of an officer.

- C. Bids which are signed by an individual doing business under a fictitious name should be signed in the name of the individual "doing business as. _____."
- D. The name of each person signing the bid shall be typed or printed below his or her signature.

5. CONSIDERATION OF BIDS

The Purchasing Specialist shall represent and act for the City in all matters pertaining to this bid and the contract in conjunction therewith.

6. WITHDRAWAL OF BIDS

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days. When contract approval is required by another agency, such as the Federal Government or the State of Illinois, no bid shall be withdrawn or canceled for a period of ninety (90) calendar days.

7. ERRORS IN BIDS

Bidders are cautioned to verify their bids before submission. Negligence on the part of the respondent in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, unit prices will govern.

8. ADDENDA

- A. Any and all changes to the specifications/plans are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating on the Bid form. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the bid therein. Failure to acknowledge any addenda may cause the bid to be rejected.
- B. Addenda information is available over the internet at www.demandstar.com, or by contacting the Purchasing Office.

9. RESERVED RIGHTS

The City of Evanston reserves the right at any time and for any reason to cancel his or her solicitation, to accept or reject any or all bids or any portion thereof, or to accept an alternate response. The City reserves the right to waive any immaterial defect in any response. The City may seek clarification from any respondent at any time, and failure to respond within a reasonable time period, or as otherwise directed, will be cause for rejection.

10. AWARD

It is the intent of the City to award a contract to the lowest responsible Bidder

meeting specifications. The City reserves the right to determine the lowest responsible Bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interest of the City. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the Bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

11. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the City of any ambiguity, inconsistency, or error that they discover upon examination of the bidding documents. Interpretations, corrections, and changes will be made by addendum. Each Bidder shall ascertain prior to submitting a bid that all addenda have been received and are acknowledged in the bid.

12. INCONSISTENCIES AND OMISSIONS

These specifications and the accompanying plans, if any, are intended to include all information necessary for the work contemplated. If, by inadvertence or otherwise, the plans or specifications omit some information necessary for that purpose, the contractor shall, nevertheless, be required to perform such work at no additional cost to the City so that the project may be completed according to the true intent and purpose of the plans and specifications.

13. CONDITIONS

Bidders are advised to become familiar with all conditions, instructions, and specifications governing his or her bid. Once the award has been made, failure to have read all the conditions, instructions and specifications of this contract shall not permit the Bidder to amend contract or to request additional compensation.

14. VERIFICATIONS OF DATA

- A. It is understood and agreed that the unit quantities given in these specifications are approximate only, and the contractor shall verify these quantities before bidding as no claim shall be made against the City on, or account of, any excess or deficiency in the same.

15. SPECIFICATIONS

Reference to brand names and numbers is meant to be descriptive, not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the Bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the Bidder specifies otherwise, it is understood the Bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The City reserves the right to determine whether

a substitute offer is equivalent to, and meets the standard of quality indicated by the brand name and number.

16. SAMPLES

When samples of items are called for by the specifications, samples must be furnished free of expense, and if not destroyed in the evaluation process will be returned at the Bidder's expense upon request. Request for the return of samples must accompany the sample and must include a UPS/Fed-Ex Pickup Slip, postage, or other acceptable mode of return. Individual samples must be labeled with Bidder's name, invitation number, item reference, manufacturer's brand name and number.

17. REGULATORY COMPLIANCE

Each Bidder represents and warrants that the goods or services furnished hereunder (including all labels, packages and containers for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State, and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture, or use for their intended purpose of said goods or services. Each Bidder must furnish a "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act when required.

18. PRICING

The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, materials or service costs, patent royalties, and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

19. DISCOUNTS

Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

20. INSPECTION

Materials or equipment purchased are subject to inspection and approval at the City's destination. The City reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.

21. BIDS AND PLAN DEPOSITS

- A. When required on the cover sheet, all bids shall be accompanied by a bid deposit

in the amount specified. Bid deposits shall be in the form of cash, a certified check, or cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to the City of Evanston. Bid Bonds are also acceptable. All bids not accompanied by a bid deposit, when required, will be rejected.

- B. Within twenty (20) days after the bid date the City will return the bid deposits of all but the three (3) lowest qualified Bidders, whose deposit will be held until contract award or at the expiration of the sixty (60)-day or ninety (90)-day period for bid award.
- C. The bid deposit of the successful Bidder will be retained until contract documents have been executed and the Contractor has submitted all the required information. Failure to comply with the terms of this specification may be cause for forfeiture of said deposit.
- D. When required, plan deposits will be refunded should the plans be returned in good condition within ten (10) days of the bid opening.

22. DISPUTES

Any dispute concerning a question of fact arising under this bid shall be decided by the Purchasing Specialist, who shall issue a written decision to the Bidder. The decision of the Purchasing Specialist shall be final and binding.

23. CATALOGS

Each Bidder shall submit, when requested by the Purchasing Specialist, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the material or work proposed to be furnished.

24. TAXES

- A. Federal Excise Tax does not apply to materials purchased by the City of Evanston by virtue of Exemption Certificate No. A-208762, Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the City of Evanston by virtue of Statute.
- B. The City of Evanston is exempt from Illinois Sales Tax by virtue of Exemption Identification number E9998-1750.
- C. The City's federal tax ID number is 36-6005870.

25. PERMITS & FEES

All Bidders awarded a contract must secure and pay for any licenses required.

26. LOCAL PREFERENCE POLICY

The Evanston City Council reserves the right to award the contract to an Evanston firm if the firm's bid is within five (5%) percent of the low bid of a non-Evanston firm.

27. POWER OF ATTORNEY

An Attorney-In-Fact, who signs any and all of the bond or contract bonds submitted with this bid, must file with each bond a certified and effectively dated copy of their Power of Attorney. These dates should be the same or after the date of the contract.

28. WARRANTY

- A. The contractor warrants that all goods and services furnished to the City shall be in accordance with specifications and free from any defects of workmanship and materials: that goods furnished to the City shall be merchantable and fit for the City's described purposes, and that no governmental law, regulation, order, or rule has been violated in the manufacture or sale of such goods.
- B. The contractor warrants all equipment furnished to be in acceptable condition, and to operate satisfactorily for a period of one (1) year from delivery of, or the completion of installation, whichever is latest, unless stated otherwise in the specifications, and that if a defect in workmanship and/or quality of materials are evidenced in this period, the Seller shall remit full credit, replace, or repair at City's discretion immediately, such equipment and/or parts that are defective at no additional cost to the City.
- C. The contractor warrants to the City that each item furnished hereunder, and any component part thereof, will be new and in conformity with the specifications in all respects, unless otherwise specified, and is of the best quality of its respective kind, free from faulty workmanship, materials, or design, and installed sufficiently to fulfill any operating conditions specified by the City.
- D. The contractor shall repair or replace any item or component part thereof found not to be in conformity with this paragraph provided the City notified the Seller of such nonconformity within one (1) year after initial use or within eighteen (18) months after delivery, whichever occurs first. In the event Seller fails to proceed diligently to so replace or repair within a reasonable time after receipt of such notice, the City may undertake or complete such replacement or repair for Seller's account, and the seller will be responsible for any additional costs. Acceptance shall not relieve the seller of its responsibility.

29. INCURRED COSTS

The City will not be liable for any costs incurred by Bidders in replying to this invitation for bids.

30. VARIANCES

Each Bidder must state or list by reference any variations to specifications, terms and/or conditions set forth herein with its bid.

31. INDEMNIFICATION

- A. The awarded Bidder/Contractor shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Contractor or Contractor's subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.
- B. Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Contractor shall be liable for the reasonable costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*
- C. At the City Corporation Counsel's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Project by Contractor must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.
- D. To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Illinois Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

32. DEFAULT

Time is of the essence as to the awarded contract and, of delivery or acceptable items or rendering of services is not completed by the time promised, the City reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with all losses incurred. The

City shall be entitled to recover its attorney's fees and expenses in any successful action by the City to enforce this contract.

33. GOVERNING LAW

This contract shall be governed by and construed according to the laws of the State of Illinois. In the event of litigation, the venue will be Cook County, Illinois.

34. EQUAL EMPLOYMENT OPPORTUNITY

- A. In the event of the contractor's noncompliance with any provision of the Illinois Human Rights Act or Section 1-12-5 of the Evanston City Code, the contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the City of Evanston, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by Statute or regulation.
- B. During the performance of this contract, the contractor agrees as follows:
1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, or age or physical or mental handicap that does not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization. Contractor shall comply with all requirements of City of Evanston Code Section 1-12-5.
 2. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
 3. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine that availability (in accordance with the Fair Employment Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Fair Employment Practices Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations

hereunder.

5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Fair Employment Practices Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Commission's Rules and regulations for Public Contracts.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency, the City Manager, the Commission and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Fair Employment Practices Act and the Fair Employment Practices Commission's Rules and Regulations for Public Contract.
7. That it will include verbatim or by reference the provisions of subsections (A) through (G) of this clause in every performance subcontract as defined in Section 2.10(b) of the Fair Employment Practices Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also include the provisions of subsections (A), (E), (F), and (G) in every supply subcontract as defined in Section 2.10(a) of the Fair Employment Practices Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such 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 all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Fair Employment Practices Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

35. DISCREPANCIES AND OMISSIONS

- A. Before submitting a bid, bidders shall carefully examine the drawings and specifications and fully inform themselves as to all conditions and limitations.
- B. Should a bidder find discrepancies in, or omissions from the drawings or specifications, or should be in doubt as to their meaning, the bidder should at once notify the Purchasing Specialist, who will issue necessary instructions to all bidders in the form of an addendum.

36. COMPLIANCE WITH LAWS

- A. The bidder shall at all times observe and comply with all laws, ordinances, and regulations of the Federal, State, Local and City Governments, which may in any manner affect the preparation of bids or the performance of the contract.

37. QUALIFICATION OF BIDDERS

- A. All bidders must be qualified in accordance with the instructions, procedures and methods set forth in this specification.
- B. In awarding contract, City may take into consideration, skill, facilities, capacity, experience, ability, responsibility, previous work, financial standing of bidder, amount of work being carried on by bidder, quality and efficiency of construction equipment proposed to be furnished, period of time within which proposed equipment is furnished and delivered, necessity of prompt and efficient completion of work herein described. Inability of any bidder to meet requirements mentioned above may be cause for rejection of the bid. In addition, if the project covered by this contract is a minority set-aside project, the contractor's qualifications as a minority firm will determine the eligibility of the contractor to bid.

38. COMPETENCY OF BIDDER

- A. No bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City of Evanston upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City, or had failed to perform faithfully any previous contract with the City.
- B. The bidder, if requested, must present within forty eight (48) hours evidence satisfactory to the Purchasing Manager of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

39. PREFERENCE TO CITIZENS

The Contractor shall abide by the Illinois Preference Act, 30 ILCS 570 et seq., which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident) Other laborers may be used IF Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the project engineer.

40. QUESTIONS

All questions related to this bid document should be submitted in writing to Cheryl Stuart, Purchasing Specialist at cstuart@cityofevanston.org with a copy to Darrell A. King, at dking@cityofevanston.org. Only inquiries received a minimum of seven (7) working days prior to the date set for the opening of bids, will be given any consideration.

GENERAL CONDITIONS

1. BASIS OF AWARD

The City of Evanston reserves the right to award a contract to a responsive and responsible Bidder(s) who submits the lowest total bid, or to reject any or all bids and bidding, when in its opinion the best interest of the City will be served by such action. The City reserves the right to consider the specified alternates in its evaluation of the bids.

BIDS

A. LUMP SUM BID

1. The bidder is to submit a lump sum bid for each bid line on the Bid Form which includes all costs incidental to performing the specified work. It is understood and agreed that the unit quantities given in the supporting pages are approximate only and the bidder shall verify these quantities before bidding as no claim shall be made against the City on account of any excess or deficiency in the same.
2. Unit prices given in the supporting pages shall be used by the City and the Contractor for any subsequent changes in the contract.

2. QUANTITIES

Any quantities shown on the Bid Form are estimated only for bid canvassing purposes, the City has made a good faith effort to estimate the quantity requirements for the Contract term. The City reserves the right to increase or decrease quantities ordered under this contract.

3. CONTRACT TERM

Bidder must fully complete the work within the period specified herein after award of the contract by the City.

4. PURCHASE ORDER/CONTRACT

- A. Upon approval of the required bonds and insurance documents, the City will issue a Purchase Order to the Contractor for the contract amount. All Applications for Payment must reference the Purchase Order number.
- B. When it is necessary to issue a Change Order that increases/decreases the contract amount, a Change Order form will be issued and a modified Purchase Order will be issued reflecting the revised contract amount.
- C. When it is necessary to issue a Change Order that only increases/decreases the contract period, only a Change Order form will be issued establishing the revised contract period.
- D. Upon Award the contractor shall execute the Contractor Services Agreement.

5. PAYMENT

- A. Progress payments will be made in accordance with "Applications for Payment" and "Project Closeout" sections of the specifications, less a 10% retainage for each payment, which will be held until final acceptance of the work by the City. Certification of each Application for Payment will be made by the City's representative.
- B. All payments will be made in accordance with *Illinois Local Government Prompt Payment Act*.
- C. The City will issue a blanket purchase order to the successful contractor for each City department placing orders. The contact from each department requiring materials will place orders against the blanket purchase order. The Contractor shall submit an invoice to each department on a monthly basis that lists each order, order date, items and their respective quantities, and the total amount for all orders released and delivered during the preceding month.

6. CHANGES IN WORK

- A. The City reserves the right to make changes in the plans and specifications by altering, adding to, or deducting from the work, without invalidating the contract. All such changes shall be executed under the conditions of the original contract, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.
- B. No change shall be made unless a written Change Order and/or modified Purchase Order is issued by the City stating that the City has authorized the change, and no claim for an addition to the contract shall be valid unless so ordered.
- C. If such changes diminish the quantity of work to be done they shall not constitute a claim for damage or anticipated profits on the work, such increase shall be paid in one or more of the following ways:
 - 1. by estimate and acceptance in lump sum
 - 2. by unit prices named in the contract's bid form or subsequently agreed upon

7. CITY'S RIGHT TO TERMINATE CONTRACT

The City reserves the right, in addition to other rights to termination, to terminate the contracts in accordance with all provisions of the executed contract.

8. LIENS

- A. Neither the final payment nor any part of any retained percentages, shall become due until the contractor, if required, delivers to the City, a complete release of all liens arising out of this contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information the releases

and receipts include all the labor and material for which a lien could be filed. If any lien remains unsatisfied after all payments are made the contractor shall refund to the City all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and attorney's fees.

9. SEPARATE CONTRACTS

- A. The City reserves the right to let other contracts in connection with this work.

10. PREVAILING WAGE

- A. Prospective Bidders shall thoroughly familiarize themselves with the provisions of the above-mentioned Act and shall prepare any and all bids/bids in strict compliance therewith.
- B. All contractors and subcontractors on public works projects **must submit certified payrolls** on a monthly basis to the City, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.
- C. The certified payroll record must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.
- D. All certified payrolls shall be submitted in electronic format, preferably a PDF file.
- E. As a condition of receiving payment, Contractor must (i) be in compliance with the Agreement, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services). Contractor is responsible for contacting the Illinois Dept. of Labor 217-782-6206; <http://www.state.il.us/Department/Index/HTM> to ensure compliance with prevailing wage requirements), (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the City upon request.

11. CONTRACTOR REQUIREMENTS

- A. The Contractor shall abide by and comply with all local, State and federal laws and regulations relating to contracts involving public funds and the development/construction of public works, buildings, or facilities. The scale of wages to be paid shall be obtained from Illinois Department of Labor and posted by

the Contractor in a prominent and accessible place at the project work site.

- B. The Contractor certifies it has not been barred from being awarded a contract with a unit of State or local government as a result of bid rigging or bid rotating or any similar offense (720 ILCS 5/33 E-3, E-4).
- C. The Contractor certifies, pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), that it has a written sexual harassment policy that includes, at a minimum, the following information: (1) the illegality of sexual harassment, (2) the definition of sexual harassment under State law, (3) a description of sexual harassment utilizing examples, (4) the Contractor's internal complaint process including penalties, (5) legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (6) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.
- D. The Contractor shall abide by the "Illinois Preference Act" which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident) Other laborers may be used IF Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the project engineer.

13. EXTENSION OF TIME

- A. Delays due to causes beyond the control of the contractor other than such as reasonable would be expected to occur in connection with or during the performance of the work, may entitle the contractor to an extension of time for completing the work sufficient to compensate for such delay. No extension of time shall be granted, however, unless the contractor shall notify the City in writing thereof, within ten (10) days from the initiation of the delay and unless he shall, within ten (10) days after the expiration of the delay, notify the City in writing of the extension of time claimed on account thereof and then only to the extent, if any, allowed by the City.

14. DEFAULT

- A. The City may, subject to the provisions of this section, by written notice of default to Contractor, terminate the whole or any part of this contract in any one of the following circumstances:
 - 1. if the Contractor fails to perform the services within the time specified herein, or any extension thereof; or

2. if the contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure failure within a period of 10 days (or such other extended period as the City may authorize in writing) after receipt of notice from the City specifying such failure
- B. In the event the City terminates this contract in whole or in part as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar to those so terminated, and the Contractor will be liable to the City for any excess costs for such similar services.
- C. The Contractor will not be liable for any excess of costs if acceptable evidence has been submitted to the City that the failure to perform the contract was due to causes beyond the control and without fault or negligence of the Contractor.
- D. Contractors who default may not be considered for awards of future City contracts.

15. USE OF PREMISES

- A. The contractor shall confine his apparatus, the storage of materials and the operations of his workers, to limits indicated by law, ordinances, permits or directions of the City.

16. DISCLOSURES AND POTENTIAL CONFLICTS OF INTEREST (30 ILCS 500/50-35)

- A. The City of Evanston's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all bids, the City of Evanston requires all Bidders including owners or employees to investigate whether a potential or actual conflict of interest exists between the Bidder and the City of Evanston, its officials, and/or employees. If the Bidder discovers a potential or actual conflict of interest, the Bidder must disclose the conflict of interest in its bid, identifying the name of the City of Evanston official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Bidder from consideration. Information provided by Bidders in this regard will allow the City of Evanston to take appropriate measures to ensure the fairness of the bidding process.

The City of Evanston requires all bidders to submit a certification, enclosed with this bid packet, that the bidder has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a bid, all Bidders acknowledge and accept that if the City of Evanston discovers an undisclosed potential or actual conflict of interest, the City of Evanston may disqualify the Bidder and/or refer the matter to the appropriate authorities for investigation and prosecution.

INSURANCE REQUIREMENTS

<u>TYPE OF INSURANCE</u>	<u>MINIMUM</u>	<u>INSURANCE</u>	<u>COVERAGE</u>
	Consequent Death		Bodily Injury and Property Damage
	Each Occurrence		
<u>Aggregate</u>			
Commercial General Liability including:	\$3,000,000		\$3,000,000
1. Comprehensive form			
2. Premises - Operations			
3. Explosion & Collapse Hazard			
4. Underground Hazard			
5. Products/Completed Operations Hazard			
6. Contractual Insurance – With An Endorsement on the face of the certificate that it includes the "Indemnity" paragraph of the specifications.		<u>Insurance Certificate Must State: The City Of Evanston is Named as Additional Insured</u>	
7. Broad Form Property Damage - construction projects only			
8. Independent contractors			
9. Personal Injury			
Automobile Liability Owned, Non-owned or Rented	\$ 1,000,000		\$1,000,000
Workmen's Compensation and Occupational Diseases As required by applicable laws. Employer's Liability			\$ 500,000

Thirty day notice of cancellation required on all certificates.

TECHNICAL SPECIFICATIONS

GENERAL

Orders will be made on an as-needed basis. Invoicing shall be made at the time of each order. The Contractor must deliver within 10 calendar days of receiving the release order.

Delivery of all materials shall be made to the following location: Evanston Water Utility, 555 Lincoln Street, Evanston, Illinois.

The unit price listed on the submitted bid schedule shall be complete. Shipping, handling, delivery and all other costs shall be considered incidental to the unit price. No additional surcharges, taxes or other fees will be approved for payment.

For each product bid, submit a Safety Data Sheet with the bid package.

Each group will be awarded separately to the lowest responsive bidder for that group. Bidders need not bid on every group. However, bidders are advised to provide a unit price for every line item on the bid schedule for every group for which they are submitting a bid.

SECURITY

Deliveries must be preceded by advanced information via facsimile 24 hours prior (when available) to arrival of shipment. Information shall include driver's name, and driver's license number. Tractor and trailer) numbers, seal numbers (if used) and estimated arrival time with a 2-hour delivery window. Quantity and ultimate destination information shall also be provided about products or materials on the truck which are not part of the order being filled at this location. Faxes shall be to the attention of the Filtration Division Chief at (847) 475-8851. Security information not known 24 hours ahead must be given at least four hours prior to delivery of product. Any deviation from advanced information may result in the rejection of the load.

Truck deliveries will be accepted between 7:00 AM and 2:30 PM on weekdays. No deliveries will be accepted on Saturdays, Sundays or holidays.

TESTING

Due to the wide variety of coagulants, polymers and blends available and due to the difficulty in specifying proprietary

products it is necessary that all polymers and blends other than those specified be properly tested and evaluated according to standardized guidelines.

The procurement process shall henceforth be modified as follows:

1. Prospective bidders proposing to supply any product other than those already approved for use in the Evanston Water Treatment Plant must run jar tests in Evanston's lab on at least two separate occasions under the supervision of the Water Treatment Plant Chemist. Arrangements shall be made with, and at the convenience of, the Chemist.
2. Each occasion of testing shall be separated in time by change in season, to allow raw water conditions to change (e.g. temperature and turbidity).
3. Jar tests performed at each occasion shall include but not be limited to one control jar which has raw water only, nothing added, and one jar of raw water with the current dosage of alum and polymer presently being used in the plant. The other four jars shall be used to test the proposed product but changing only one variable per test run.
4. Test procedure and results must be clearly outlined and recorded and copies of this data must be submitted to the Chemist on the day of the test, even if a formal report with conclusions is to be submitted at a later date.
5. Minimum data required: mixer speeds, mix times, settling times, chemical dosage in mg/l, indicate whether chemicals are fed neat or diluted. The foregoing are all variables to be tested separately as outlined in item 3. Alkalinity, Ph, turbidity, temperature and the time when the sample was taken shall also be recorded.
6. Observations of the presence of the first floc, relative size and its ability to settle shall be recorded. Turbidity of settled water shall also be recorded for all samples including control.
7. The laboratory jar test area and equipment shall be cleaned and returned to the condition it was found in by the person(s) conducting the test.

8. A sample of at least 500ml of each product tested shall be left for independent testing if the city desires.
9. A written report with conclusions shall be submitted within 30 days of final testing.
10. If, based upon jar testing, the product appears viable, approval to bid on that product will be granted. However, if the vendor is the successful low bidder the vendor must supply the city with up to six 55-gallon drums of the product being proposed (unless already approved for use in Evanston's plant) at no more than the bid price per pound of bulk product delivered. This will enable the City to run a plant scale test of the product for at least one week. If the results are not satisfactory to the City, the City reserves the right to reject the product and contract with the next low bidder, or a vendor with a proven product.

GROUP A - COAGULANTS

Bid Line #1: Aluminum Sulfate made exclusively from Alumina Trihydrate and not to exceed 75 P.P.M. of Iron Content.

Quality: Chemical to be furnished shall conform to the latest revision of Standard Specification B403 and, in addition, shall be free of any additives or detergents applied as dispersing agents. The product shall be certified and listed by ANSI/NSF as meeting the requirements of standard 60, current edition.

Shipment: Liquid alum shall be delivered in quantities of approximately 4,300 gallons and shall be received in bulk for transfer to storage tanks. Certified weight tickets shall be furnished with all deliveries of Aluminum Sulfate in liquid form. Bill of Lading number shall be listed on the weight ticket.

Price: Price should be stated for Aluminum Sulfate in Liquid form containing not less than 17% Aluminum Oxide (Al_2O_3).

Payment: Invoices for payment for Liquid Aluminum Sulfate shall be based upon and shall contain certification as to actual concentration of Al_2O_3 in chemical, specific gravity and weight of dry Aluminum Sulfate in the following manner:

$$\frac{NW \times C\%}{17\%} = \text{lbs. Dry Alum}$$

Where:

NW = Net Weight in Pounds of Liquid Alum Delivered

C = Concentration of Aluminum Oxide (Al_2O_3) in Percent (as determined by analysis) 17% = A physical constant which is percentage of molecular weight of aluminum oxide in Aluminum Sulfate

EXAMPLE:

Total Net Weight of Chemical Delivered 46,000 lbs.

Concentration of Al_2O_3 = 8.3%

$$\frac{46,000 \times .083}{.17} = 22,459$$

.17 Lbs. Dry Alum

Testing: Along with a weight ticket and certificate of analysis when a shipment is received, the purchaser will collect one sample of at least 500 ml. from the truck for laboratory analysis. The sample will be analyzed for acceptability and will be made available for testing by the supplier at his own expense should any discrepancies arise. Invoices will be checked against laboratory analyses for accuracy. The City reserves the right to dispose of samples 60 days after delivery.

Alternate – Polyaluminum Chloride (PACL):

Evanston desires to receive pricing for a polyaluminum chloride. The chemical shall be free of impurities and shall be listed and certified by ANSI/NSF as meeting the requirements of NSF Standard 60, latest edition, at the intended dosages. The product does not need to be pre-qualified prior to bidding.

Shipment: Product is to be shipped using a minimum quantity per shipment of 4,000 gallons. Shipment shall be by bulk delivery trucks equipped with air compressors for unloading material directly into above ground tanks. Connection to building piping shall be 2" cam-lock coupling.

Price: Price should be stated for blended phosphate on a per gallon basis. The bid sheet must also include the % total phosphate, as PO_4 .

Specifications:

SPECIFICATIONS

% Al ₂ O ₃	10.5 ± 0.5
% Al	5.6 ± 0.3
% Basicity	> 70
% Chloride	> 9.0

Payment: Payment for goods delivered shall be made in accordance with the bid prices agreed upon. No additional surcharges, taxes or other fees will be approved for payment.

Testing: Along with a weight ticket and certificate of analysis when a shipment is received, the purchaser will collect one sample of at least 500 ml. from the truck for laboratory analysis. The sample will be analyzed for acceptability and will be made available for testing by the supplier at his own expense should any discrepancies arise. Invoices will be checked against laboratory analyses for accuracy. The City reserves the right to dispose of samples 60 days after delivery.

GROUP B- LIQUID CHLORINE

Bid Line #2 & #3: Liquid Chlorine furnished shall be the product of one manufacturer. If, for any reason such as manufacturing plant shutdown, the product of another manufacturer is to be shipped to the City, prior notice shall be given to the Using Department. Special precautions should be taken to ensure quality equal to that produced by the normal manufacturer. The City reserves the right to refuse delivery, when in its sole determination; it concludes that the Liquid Chlorine provided by another manufacturer does not meet the quality of the normal manufacturer.

Quality: Liquid chlorine purchased under these specifications shall be commercial grade of the highest chemical purity with an average chlorine content, over the period of the contract, of not less than 99.8% and shall contain no adulterant, or any deleterious matter. It shall contain no more than 150 parts per million of moisture. Total liquid and solid

impurities, including volatile and non-volatile materials, shall not exceed an average, over the period of the contract, of 250 parts per million, and 400 parts per million in any one test lot as defined under "Test Certificate" hereinafter. The chlorine shall comply in all respects to the latest revision of AWWA Standard for liquid

chlorine, B301, except as to requirements explicitly specified herein at variance with said AWWA Standard. The chlorine shall not deposit more than a slight film on the interior surfaces of evaporators, chlorinators, or chlorine pipelines and shall not unduly clog pressure reducing valves, flow measuring devices or chlorinator control valves.

Test: The Liquid Chlorine shall be tested by the manufacturer in accordance with their standard method of testing to determine the parameters listed under quality. The manufacturer's test procedure shall be submitted to the chief of the Filtration Division for approval prior to shipping any chlorine to be delivered under this contract.

Test Certificate: The manufacturer, whether directly or through a distributor or re-packer, shall submit a Test Certificate tabulating the test results. The following schedule of tests shall be strictly adhered to:

- 1) Upon request, a manufacturer, furnishing Liquid Chlorine directly to the Using Department in one-ton containers, shall random test one (1) container per delivery. The Test Certificate shall show all pertinent data relating to the shipment and the container number, and the values for all parameters as hereinbefore specified.
- 2) A re-packer, furnishing Liquid Chlorine which has been transferred from a bulk container to one-ton containers for delivery to the using department, shall furnish a copy of the manufacturer's Test Certificate for the bulk shipment. This Test Certificate, originated by the manufacturer and showing the re-packer as the consignee, shall show the analyses of no less than two (2) samples from a 55 ton tank car. Pertinent data to show relation of the Test Certificate to the shipment of one-ton containers shall be furnished.

Containers: Liquid Chlorine shall be delivered in the Contractor's containers. The Containers shall comply with the provisions of AWWA Standard B301. Additionally, the requirement for "Installing Valves and Fusible Plugs" specified states that "at least 1-1/2 threads show above container." Amend this so that no less than 1/2" clearance is provided between the container wall and the bottom side of the fusible plug shank. This 1/2 inch spacing is necessary to fit the safety cover as supplied in the one ton "B" Safety Kit. Contractor shall waive all container deposit fees for the duration of this contract period.

Container Shipments: Attention is directed to current Interstate Commerce Commission regulations for shipment of Chlorine. Regulations also provide that one or more-ton containers may be transported on trucks or semi-trailers when securely chocked or clamped to cradles and provided adequate transfer facilities are available when container transfer in transit is necessary. The City reserves the right to reject any shipments due to imminent safety hazards or faulty delivery equipment. Re-delivery arising from such rejection shall be at the contractor's sole expense.

Tagging: Each container shall be tagged as required by ICC Regulations. In addition, the tag shall show the date filled, container number and tare and net weights.

Responsibility: The Using Department will be responsible for the containers and their appurtenances while they are under the Using Department's control. The cost of repair or replacement of containers damaged or lost while under the Using Department's control shall be substantiated by evidence satisfactory to the Purchasing Agent. The city will inspect all containers in the process of receiving and unloading a shipment.

Empty containers shall be returned by the Using Department in truckload lot and/or the Contractor may request return of empty containers at any time. All empty containers are to be returned to the contractor within (90) days after the expiration of the contract.

Technical Responsibility: If the Using Department incurs difficulty in the use of the Liquid Chlorine furnished under these specifications, the Contractor will immediately be notified. These difficulties could include, but not be restricted to, excessive amounts of ferric chloride, chlorine "taffy" or "gunk", or any other deleterious material which can clog valves, evaporators, chlorinators etc. The manufacturer or re-packer shall send a technical representative to the facility as soon as possible after notification. This representative should be qualified to assist and advise the city engineers regarding the probable cause and solution to the problem. If the City incurs excessive maintenance costs, and the cause of the difficulty can be fixed as the responsibility of the manufacturer or re-packer, the Using Department will notify the Purchasing Agent as provided under appropriate provisions specified under the General Conditions.

Shipment: Ton containers will normally be ordered in lots of four, and 150# cylinders will normally be delivered as needed.

Price: Pricing of ton containers shall be for each container delivered in lots of four tons. The pricing of the 150# cylinders shall be for single cylinders, ton containers and 150# cylinders do not have to be delivered at the same time. Staff will determine delivery frequency based on need.

Payment: Payment for goods delivered shall be made in accordance with the bid prices agreed upon. No additional surcharges, taxes or other fees will be approved for payment.

GROUP C - HYDROFLUOROSILICIC ACID - (H₂SiF₆)

Bid Line #4: Supply Hydrofluorosilicic Acid as follows.

Quality: The chemical shall conform to the latest revision of AWWA Standard Specification for Fluosilicic Acid, B703. The chemical shall be listed and certified by ANSI/NSF as meeting the requirements of Standard 60, current edition.

Shipment: Deliveries will be made in minimum quantities of 4,300 gallons for the City of Evanston. Deliveries will be received in bulk for transfer to the owner's storage tank. Price: Price should be stated for Hydrofluorosilicic acid with a minimum concentration of H₂SiF₆ of 23% by weight and the price so stated shall constitute the base price.

Payment: Certified weight tickets shall be furnished with all invoices rendered for delivery of Hydrofluorosilicic acid in bulk.

When the concentration of H₂SiF₆ exceeds the minimum 23% by weight, then base bid price shall be adjusted by the following formula:

$$\text{In Cents} = \frac{\text{Invoice Price of H}_2\text{SiF}_6 \text{ in the } \frac{\text{Percentage of Concentration}}{\text{H}_2\text{SiF}_6 \text{ Concentration)}} \times \text{Base Bid Price in 23\% (Guaranteed Minimum Cents per Pound)}}{\text{Chemical as delivered}} \times \text{Base Bid Price in 23\% (Guaranteed Minimum Cents per Pound)}$$

Invoice for payment shall include certification as to concentration of H₂SiF₆ in chemical as delivered.

Testing: Along with a weight ticket and certificate of analysis when a shipment is received, the truck driver will be required to draw a sample of the acid in sample bottle provided by the City. This sample will be analyzed to determine the percentage of H₂SiF₆

specific gravity and percentage of free acid other than H_2SiF_6 . Invoices will be checked against lab analysis for accuracy. Sample will be available for testing by vendor at his own expense should any discrepancies arise. The City reserves the right to dispose of samples 60 days after delivery.

GROUP D - LIQUID CATIONIC POLYMER

Bid Line #5: Provide liquid Polydially Dimethyl Ammonium Chloride, A.K.A. pDMAAC or pDADMAC.

Quality: Product shall be certified and listed by the ANSI/NSF as meeting the requirements of Standard 60, current edition. Amount of unreacted monomers present in solution must not exceed any E.P.A. Standards.

Description: Product shall have the following characteristics:

- pH: 3.3 to 7.0
- Density: 1.02 to 1.09
- % Active Solids: **Minimum 20%**
- Molecular Weight: 30,000 to 100,000
- Viscosity: 15 to 300 cps. at 25 degrees Centigrade
- Appearance: Liquid, clear to only slightly hazy
- Solubility: Soluble in water in all proportions
- Chemical Reactivity: Concentrate can be moderately corrosive, if thus identified.
- Shelf Life: Minimum of two years
- Toxicity: Stated in parts per million on Safety Data Sheet
- Freezing Point: Below 0 degrees Centigrade
- Unaffected by Chlorine

Price: Price shall be paid per ton.

Shipment: Deliveries will be made in minimum quantities of 4,300 gallons and will be received in bulk for transfer to City's storage tank.

Payment: Certified weight tickets shall be furnished with all deliveries rendered for cationic polymer.

GROUP E - BLENDED PHOSPHATE

Bid Line #6: Provide blended phosphate as follows.

Quality: The blended phosphate chemical shall be a blend of orthophosphate and polyphosphate chemicals with a 40/60 ratio

of ortho to polyphosphate components. The chemical shall be free of impurities and shall be listed and certified by ANSI/NSF as meeting the requirements of NSF Standard 60, latest edition, at the intended dosages.

Pre-qualification: Due to the proprietary nature of Ortho-polyphosphate products, Evanston prequalifies specific products based on their successful performance in similar water supplies. The City of Evanston currently is permitted by the IEPA for the following Ortho polyphosphate products:

Vendor Pre-qualified Product
Pristine (Stiles Kem) SK-7641
Carus Chemical 8400
Calciquest Calciquest 4060
Hawkins LPC-6

Alternate:

Evanston desires to receive pricing for a blend of orthophosphate and polyphosphate chemicals with a 85(ortho)/15(poly), 70(ortho)/30(poly), and 90(ortho)/10(poly) ratio of orthophosphate to polyphosphate components. The chemicals shall be free of impurities and shall be listed and certified by ANSI/NSF as meeting the requirements of NSF Standard 60, latest edition, at the intended dosages.

Pre-qualification: Due to the proprietary nature of Ortho-polyphosphate products, Evanston prequalifies specific products based on their successful performance in similar water supplies. The following products are included:

Vendor Product
Carus 8600
Carus 8700
Carus 8800

Shipment: Product is to be shipped using a minimum quantity per shipment of 4,000 gallons. Shipment shall be by bulk delivery trucks equipped with air compressors for unloading material directly into above ground tanks. Connection to building piping shall be 2" cam-lock coupling.

Price: Price should be stated for blended phosphate on a per gallon basis. The bid sheet must also include the % total phosphate, as PO₄.

Payment: Certified weight tickets shall be furnished with all invoices rendered for delivery of blended phosphate in bulk:

$$(\text{Gallons of Product}) \times (\text{Bid Price, \$/gallon}) = \text{Invoice Amount}$$

Sample calculation, assuming 3,900 gallons blended phosphate delivered, contract price is \$5.00/gallon:

$$3,900 \text{ gallons} \times \$5.00/\text{gallon} = \$19,500$$

EXHIBIT A – BID FORM
For
WATER TREATMENT CHEMICALS

(BID No. 26-49)

1.01 BID TO:

THE CITY OF EVANSTON

909 Davis Street
Evanston, Illinois 60201

hereinafter called "OWNER".

1.02 BID FROM:

(Hereinafter call "BIDDER")

Address

Telephone Number

Fax Number

1.03 BID FOR: WATER TREATMENT CHEMICALS

1.04 ACKNOWLEDGEMENT:

- A. The Bidder, in compliance with the Invitation for Bids, having carefully examined the Drawings and Project Manual with related documents and having visited the site of the proposed Work, and being familiar with all of the existing conditions and limitations surrounding the construction of the proposed project, including the structure of the ground, subsurface conditions, the obstacles which may be encountered, local restrictions, and all other relevant matters concerning the Work to be performed, hereby PROPOSES to perform everything required to be performed, and to provide all labor, materials, necessary tools and equipment, expendable equipment, all applicable permits and taxes and fees, and provide all utility and transportation services necessary to perform and complete in a workmanlike manner the Project in accordance with all the plans,

specifications and related Contract Documents as prepared by the City of Evanston.

- B. The undersigned hereby acknowledges receipt of Invitation of Bids, Instruction to Bidder, the Project Manual, Drawings, and other Contract Documents and acknowledges receipt of the following Addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

1.05 GENERAL STATEMENTS

- A. The undersigned has checked all of the figures contained in this proposal and further understands that the Owner will not be responsible for any errors or omissions made therein by the undersigned.
- B. It is understood that the right is reserved by the Owner to reject any or all proposals, to waive all informality in connection therewith and to award a Contract for any part of the work or the Project as a whole.
- C. The undersigned declares that the person(s) signing this proposal is/are fully authorized to sign on behalf of the named firm and to fully bind the named firm to all the conditions and provisions thereof.
- D. It is agreed that no person(s) or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the Contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.
- E. It is agreed that the undersigned has complied and/or will comply with all requirements concerning licensing and with all other local, state and national laws, and that no legal requirement has been or will be violated in making or accepting this proposal, in awarding the Contract to him, and/or in the prosecution of the Work required hereunder.
- F. To be considered a bona fide offer, this proposal must be completed in full and accompanied by a bid deposit or a bid bond when required by Contract Documents or Addenda.

1.06 ALTERNATES

- A. When alternate proposals are required by Contract Documents or Addenda thereto, the undersigned proposes to perform alternates for herein stated additions to or deductions from hereinbefore stated Base Bid. Additions and deductions include all modifications of Work or additional Work that the undersigned may be required to perform by reason of the acceptance of alternates.

1.07 AGREEMENT

- A. In submitting this Bid, the undersigned agrees:
1. To hold this Bid open for sixty (60) days from submittal date.
 2. To enter into and execute a Contract with the Owner within ten (10) days after receiving Notice of Award from the Owner.
 3. To accomplish the work in accordance with the Contract Documents.
 4. To complete the work by the time stipulated in the General Conditions
- B. The Owner reserves the right to reject any and all Bids and to waive any informalities in Bidding.

1.08 SCHEDULE

- A. See General Conditions for required schedule of completion dates.

1.09 PROPOSED PRICES

- A. The Bidder hereby proposes to furnish all labor, materials, equipment, transportation, construction plant and facilities necessary to complete, in a workmanlike manner and in accordance with the contract documents, the contract of work bid upon herein for compensation in accordance with the following prices:

GROUP A AMOUNT: \$_____

GROUP B AMOUNT: \$_____

Option (1) 2,000 lbs Cylinders AMOUNT: \$_____

Option (2) 150 lbs Cylinders AMOUNT: \$_____

GROUP C AMOUNT: \$_____

GROUP D AMOUNT: \$_____

GROUP E AMOUNT: \$_____

ALTERNATE 1 Carus 70/30 orthophosphate/polyphosphate –

The ADD/DEDUCT LUMP SUM PRICE, if awarded to the undersigned, shall be:

ALTERNATE 1 AMOUNT: \$_____

ALTERNATE 2 Carus 90/10 orthophosphate/polyphosphate–

The ADD/DEDUCT LUMP SUM PRICE, if awarded to the undersigned, shall be:

ALTERNATE 2 AMOUNT: \$_____

ALTERNATE 3 Carus 85/15 orthophosphate/polyphosphate–

The ADD/DEDUCT LUMP SUM PRICE, if awarded to the undersigned, shall be:

ALTERNATE 3 AMOUNT: \$_____

ALTERNATE 4 Carus 60/40 orthophosphate/polyphosphate–

The ADD/DEDUCT LUMP SUM PRICE, if awarded to the undersigned, shall be:

ALTERNATE 4 AMOUNT: \$_____

ALTERNATE 5 Polyaluminum chloride–

The ADD/DEDUCT LUMP SUM PRICE, if awarded to the undersigned, shall be:

ALTERNATE 5 AMOUNT: \$_____

1.10 BID SECURITY

If required by the bid documents, a scanned copy of the bid bond must be included with the bid electronic submission. The City is currently not able to accept a certified check, bank cashier's check or electronic bid bond at this time.

- A. The City of Evanston City Hall is unable to receive in person drop-off and it is closed to the public. The original bid bond must be mailed within ten (10) days after the due date, to the City of Evanston Purchasing Department, 909 Davis Street, Evanston, Illinois 60201 Attention Purchasing Manager using the USPS (certified or priority), UPS or FedEx mail options in order to have a tracking number.
- B. Accompanying this electronic submittal is a scanned copy of a bank draft, bid bond, Cashier's check or Certified check as surety in the amount of not less than five percent (5%) of the Total Bid payable to the City of Evanston.

The amount of the check or draft is: \$_____

If this bid is accepted and the undersigned shall fail to execute a contract and contract bond as required it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof, shall become the property of the City and shall be considered as payment of damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract bond; otherwise said check or draft shall be returned to the undersigned.

In the event that one check or draft is intended to cover two or more bids, the amount must be equal to the sum of the project proposal guarantees of the individual sections covered.

If the check or draft is placed on another project proposal, state below where it may be found, as follows: The check or draft will be found in the project proposal for: _____.

1.11 MATERIAL SUBSTITUTION SHEET

The following is a schedule of substitute materials I propose to furnish on this job, with the difference in price being added to or deducted from the Base Bid. The Base Bid is understood to include only those items which are definitely specified by trade names or otherwise.

I understand that if no price difference is indicated, then the selection of materials is optional with the Owner, and approval or rejection of the substitution below will be indicated prior to signing of Contracts.

<u>PRODUCT NAME AND/OR MANUFACTURER</u>	<u>ADD</u>	<u>DEDUCT</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

1.12 PROPOSAL SIGNATURE (REQUIRED)

A. SOLE PROPRIETOR

Signature of Bidder: _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__

Notary Public

Commission Expires: _____

B. PARTNERSHIP
Signature of All Partners:

Name (typed or printed)

Name (typed or printed)

SUBSCRIBED AND SWORN to before me this ____ day of ____, 20__

Notary Public

Commission Expires: _____

C. CORPORATION
Signature of Authorized Official: _____

Title: _____

Name above (typed or printed): _____

(If other than the president, attach a certified copy of that section of corporate by-laws or other authorization by the Corporation which permits the person to execute the offer for the Corporation.)

(Corporate Seal)

Attest: _____
Secretary

SUBSCRIBED AND SWORN to before me this ____ day of ____, 20__

Notary Public

Commission Expires: _____

1.13 DISCLOSURE

- A. The undersigned duly sworn deposes and says on oath that the bidder has withheld no disclosures of ownership interest and the information provided herein to the best of its knowledge is current and said undersigned has not entered into any agreement with any other bidder or prospective bidder or with any other person, firm or corporation relating to the price named in said proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free

competition among bidders and has not disclosed to any person, firm or corporation the terms of this bid or the price named herein.

Bidder: _____

Business Address: _____

Telephone Number: _____

1.14 CONTACTS

- A. In the event the Evanston City Council approves this bid response, list the name, address, telephone, and fax number of the person to be contacted to place an order:

Bidder: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Pricing Form/Table

Bid Line	Description	Quantity	Unit	Unit Price	Extended Price
GROUP A – Liquid Aluminum Sulfate					
1	Alumina Trihydrate – 4,300 gal. Load min.	575	DRY TONS		
1a	Alternate 5 - Polyaluminum chloride - 4,300 gal. Load min.	1,440,000	WET LB		
TOTAL – Group A					
GROUP B – Liquid Chlorine					
2	Liquid Chlorine – 2,000 lb. Cylinders, Lots of 8	140	TONS		
3	Liquid Chlorine – 150 lb. Cylinder	12	EA		
TOTAL – Group B					
GROUP C – Liquid Hydrofluorosilicic Acid					
4	Liquid Hydrofluorosilicic Acid – 4,300 gal. Load min.	250	TONS		
TOTAL – Group C					
GROUP D – Liquid Cationic Polymer					
5	Liquid Cationic Polymer – 4,300 gal. Load min.	25	TONS		
TOTAL – Group D					
GROUP E – Blended Phosphate 60/40 (poly/ortho)					

6	Blended Phosphate – 4,000 gal. Load min.	40000	GAL		
TOTAL – Group E					
7	Alternate 1 - 90/10 Blended Phosphate (ortho/poly) – 4,000 gal. Load min.	25000	GAL		
8	Alternate 2 – 70/30 Blended Phosphate (ortho/poly) – 4,000 gal. Load min	25000	GAL		
9	Alternate 3 – 85/15 Blended Phosphate (ortho/poly) – 4,000 gal. Load min	25000	GAL		
10	Alternate 4 – 60/40 Blended Phosphate (ortho/poly) – 4,000 gal. Load min	25000	GAL		

Bidder must complete the following information for bid to be valid:

1. All Groups – Submit Safety Data Sheet for each product bid.
2. Group E – Blended Polyphosphate (complete if submitting a bid on Group E)

35

- a. Vendor & Product Name: _____
- b. % total phosphate, as PO₄: _____

Bidder Name: The unit price listed above shall

Address:

Signed:

Print Name: Title:

Date:

be complete. Shipping, handling, delivery, and all other costs shall be considered incidental to the unit price. No additional surcharges, taxes or other fees will be approved for payment.

1.15 REFERENCES

- A. Provide three (3) references for which your firm has completed work of a similar scope in the past.

1. Name: _____

Address: _____

Contact Person: _____

Phone: _____

Contract Value: _____

Contract Dates: _____

2. Name: _____

Address: _____

Contact Person: _____

Phone: _____

Contract Value: _____

Contract Dates: _____

3. Name: _____

Address: _____

Contact Person: _____

Phone: _____

Contract Value: _____

Contract Dates: _____

**EXHIBIT B– CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT
OPPORTUNITY**
(Only if Contract Exceeds \$10,000)

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION OF BIDDER

Name and Address of Bidder (Include ZIP Code)

IRS EMPLOYER I.D. NUMBER 36-_____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. ___Yes ___No
2. Bidder has filed all compliance reports due under applicable instructions. ___Yes ___No
3. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? ___Yes ___No

Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT C – DISCLOSURE OF OWNERSHIP INTERESTS

City of Evanston Ordinance 15-0-78 requires all persons (APPLICANT) seeking to do business with the City to provide the following information with their bid. Every question must be answered. If the question is not applicable, answer with "NA".

APPLICANT NAME: _____

APPLICANT ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

APPLICANT is (**Check One**)

1. Corporation () 2. Partnership () 3. Sole Owner () 4. Association ()

5. Other () _____

Please answer the following questions on a separate attached sheet if necessary.

SECTION I - CORPORATION

1a. Names and addresses of all Officers and Directors of Corporation.

1b. (Answer only if corporation has 33 or more shareholders.) Names and addresses of all those shareholders owning shares equal to or in excess of 3% of the proportionate ownership interest and the percentage of shareholder interest. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material required herein.)

- 1c. (Answer only if corporation has fewer than 33 shareholders.) Names and addresses of all shareholders and percentage of interest of each herein. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material requested herein.)

SECTION 2 - PARTNERSHIP/ASSOCIATION/JOINT VENTURE

- 2a. The name, address, and percentage of interest of each partner whose interests therein, whether limited or general, is equal to or in excess of 3%.

- 2b. Associations: The name and address of all officers, directors, and other members with 3% or greater interest.

SECTION 3 - TRUSTS

- 3a. Trust number and institution.

- 3b. Name and address of trustee or estate administrator.

- 3c. Trust or estate beneficiaries: Name, address, and percentage of interest in total entity.

SECTION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE

- 4a. Specify which, if any, interests disclosed in Section 1,2, or 3 are being held by an agent or nominee, and give the name and address of principal.

- 4b. If any interest named in Section 1,2, or 3 is being held by a "holding" corporation or other "holding" entity not an individual, state the names and addresses of all parties holding more than a 3% interest in that "holding" corporation or entity as required in 1(a), 1(b), 1(c), 2(a), and 2(b).

- 4c. If "constructive control" of any interest named in Sections 1,2, 3, or 4 is held by another party, give name and address of party with constructive control. ("Constructive control" refers to control established through voting trusts, proxies, or special terms of venture of partnership agreements.)

I have not withheld disclosure of any interest known to me. Information provided is accurate and current.

Date

Signature of Person Preparing Statement

Title

ATTEST: _____
Notary Public

(Notary Seal)

Commission Expires: _____

EXHIBIT D – ADDITIONAL INFORMATION SHEET

Bid/Proposal Name: _____

Bid/Bid Number #: _____

Company Name: _____

Contact Name: _____

Address: _____

City, State, Zip: _____

Telephone/FAX: # _____

E-mail: _____

Comments: _____

EXHIBIT E – CONFLICT OF INTEREST

_____, hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the Bidder, its owners and employees and any official or employee of the City of Evanston.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if Bidder/proposer has not disclosed any actual or potential conflict of interest, the City of Evanston may disqualify the bid/proposal.

(Name of Bidder/proposer if the Bidder/proposer is an Individual)
(Name of Partner if the Bidder/proposer is a Partnership)
(Name of Officer if the Bidder/proposer is a Corporation)

The above statements must be subscribed and sworn to before a notary public.
Subscribed and Sworn to this _____ day of _____, 20__

Notary Public

(Notary Seal)

Commission Expires: _____

EXHIBIT F – SIGNATURE FORM

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and attached service agreements and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this document, the proposer hereby certifies that they are not barred from bidding on this contract as a result bid rigging or bid rotating or any similar offense (720 ILCS 5/33 E-3, E-4).

Authorized Signature: _____

Company Name: _____

Typed/Printed Name: _____

Date: _____

Title: _____

Telephone Number: _____

E-mail: _____

EXHIBIT G

BID BOND SUBMITTAL LABEL

CUT AND ATTACH LABEL ON OUTSIDE OF SEALED BID BOND SUBMITTAL

✂-----

BID SUBMITTAL NUMBER: _____

BID SUBMITTAL NAME: _____

BID SUBMITTAL DUE DATE/TIME: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY TELEPHONE #: _____

✂-----

If required by the bid documents, a scanned copy of the bid bond must be included with the bid electronic submission. The City is currently not able to accept a certified check, bank cashier's check or electronic bid bond at this time.

The original bid bond (in the amount of 5% of the original bid amount) must be mailed within ten (10) days after the bid due date, to the City of Evanston Purchasing Department, 909 Davis Street, Evanston, Illinois 60201 Attention Purchasing Manager using the USPS (certified or priority), UPS or FedEx mail options in order to have a tracking number; which sum shall be forfeited in case the successful bidder fails to enter into a binding contract and provide a properly executed contract and surety bond within 15 days after the date the contract is awarded by the City.

City of Evanston has partnered with **Euna OpenBids** – an online network connecting local governments with suppliers across the nation. Euna OpenBids is open and accessible to all businesses. Euna OpenBids gives you instant access to RFPs, bids, quotes, and other opportunities with City of Evanston.

By registering for a complimentary account with Euna OpenBids, you get Instant Access to bids for City of Evanston. Your free Euna OpenBids account provides:

- **Instant** access to all bid and quotes for City of Evanston
- **Automatic** notifications from City of Evanston right to your inbox
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place.

It's Easy! Get started in 4 easy steps.

REGISTER

Go to
demandstar.com/registration

Get started for free!

Company Name

Email Address

This will be your username for logging in to OpenBids

Create your OpenBids account

Sign In

By creating an account, you agree to OpenBids Terms of Use and Privacy Policy.

STEP 1

CHOOSE YOUR FREE AGENCY

Type "City of Evanston" in the Search Box, select the agency, then click "Next".

1 of 4: Choose your free agency

A great way to find out about new opportunities on OpenBids is to subscribe to a government agency. To get started, please choose your first (free!) agency. You'll have a chance to sign up for more in just a moment.

Search by Agency Name

State

County

[Reset Search](#)

☐ York County Purchasing

STEP 2

CHOOSE COMMODITY CODES

Get notifications – ones that are relevant to your business by describing what you offer via “commodity codes”

2 of 4: Refine Bid Notifications

What are commodity codes?

OpenBids commodity codes are how we categorize goods and services for government procurement. When you choose commodity codes, OpenBids uses them to match what your company provides to what governments in your subscription need, helping you find the best bids and quotes to bid on.

Take control of your bid notification experience and maximize your chances of finding opportunities that are tailored to your needs. Add your key tags here and let us assist you in uncovering the most relevant and valuable bid opportunities in your industry.

Example: Infrastructure, Automobiles, Dairy, Agriculture

Search

Go Back

[Skip Commodity Codes and Tags](#)

Continue

STEP 3

CHOOSE MORE NOTIFICATIONS

Click “Continue without Adding Subscriptions” to proceed to City of Evanston specifically. Or, if you’d like to get notifications when other governments near you post a relevant solicitation, you can select any combination of our county, state or national plans on this page.

3 of 4: Choose Subscriptions

Now that you’ve chosen [Rock County](#) as your free agency, add more counties to grow your network of potential clients.

County subscriptions start at \$25 per year.

Please select a state to begin

State

Wisconsin

Choose your counties in Wisconsin

There are currently 51 Wisconsin counties with agencies publishing bids on OpenBids. Please choose which counties you’d like to subscribed to. You may also subscribe to all counties in Wisconsin and save!

+ Subscribe to Wisconsin for \$450 / year

Search for Counties

Search for Counties

Rock County Subscription

Rock County is in Rock County. Subscribe and get notifications from 4 agencies.

[Subscribe to Rock County for \\$35/year](#)

Wisconsin Subscription

Rock County is in Wisconsin. Subscribe and get notifications from 146 agencies.

[Subscribe to Wisconsin for \\$450/year](#)

National Subscription

Choose a national subscription and get notifications from 2884 agencies.

STEP 4

COMPLETE YOUR PROFILE

Enter your contact and company information and Click “Finish Registration”. You’ll receive an email to set up your password.

You’re done!

4 of 4: Complete your profile

We’ve saved your selections. Now that you’ve set up your subscriptions on OpenBids, tell us a little bit more about yourself.

Your contact information

First Name

Last Name

Phone Number

Your company Information

Company Phone Number