

CITY OF EVANSTON
REQUEST FOR PROPOSAL

NUMBER: 22-30

For

**Water Plant 4160V Electrical System
Reliability Project**

April 21, 2022



PROPOSAL DEADLINE: 2:00 P.M., June 14, 2022

PRE-PROPOSAL MEETING: Mandatory
9:00 A.M., May 4, 2022
Evanston Water Plant,
555 Lincoln Street,
Evanston, IL 60201

(For security reasons, interested parties attending the mandatory pre-proposal meeting **must** submit the Non-disclosure Agreement (see Exhibit O) and a list of employee names that will be attending the meeting to Paul Moyano at pmoyano@cityofevanston.org by close of business May 2, 2022 in order to attend)

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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DemandStar- E-bidding Instructions

CITY OF EVANSTON

NOTICE TO PROPOSERS

Proposals will be received by the Purchasing Office until 2:00 P.M. local time on **June 14, 2022**. Effective immediately, 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 responses for free. Proposals shall cover the following:

Water Plant 4160V Electrical System Reliability Project **RFP Number: 22-30**

The City of Evanston's Capital Planning and Engineering Bureau of the Evanston Public Works Agency is seeking proposals from experienced firms for:

Professional engineering services for the planning, design, and construction of the Water Plant 4160V Electrical System Reliability Project. The project will include the replacement of the backup electric generator, medium voltage (4160V) switchgear, and other electrical components at the water plant. Engineering services to be provided include Preliminary Design, Detailed Design, IEPA SRF Loan Support, Bidding, Project Management, Construction Administration, Construction Inspection, and Arc Flash Safety Program Update.

There will be a Mandatory pre-proposal meeting on May 4, 2022, at 9:00 A.M. at the Evanston Water Plant located at 555 Lincoln Street, Evanston, IL 60201. All firms intending to submit a proposal for this project are required to attend to discuss the proposed work and receive answers to questions related to the project. **For security reasons, parties must submit the Non-Disclosure Agreement (see Exhibit O included in the RFP) with a list of employee names that will be attending to Paul Moyano at pmoyano@cityofevanston.org by close of business May 2, 2022 in order to attend.**

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

Any contract or contracts awarded under this invitation for bids are expected to be funded in part by a loan from the Illinois Environmental Protection Agency (IEPA). Neither the State of Illinois nor any of its departments, agencies, or employees is or will be a party to this invitation for bids or any resulting contract. The procurement will be subject to regulations contained in the Procedures for Issuing Loans from the Public Water Supply Loan Program (35 IAC Part 662), the Davis-Bacon Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor, the Employment of Illinois Workers on Public Works Act (30 ILCS 570), IL Works Jobs Program Act (30 ILCS 559/20-1) and the "Use of American Iron and Steel" requirements as contained in Section 436 of H.R. 3547, The Consolidated Appropriations Act, 2014. This procurement is also subject to the loan recipient's policy regarding the increased use of disadvantaged business enterprises (DBEs). The loan recipient's policy requires all

bidders to undertake specified affirmative efforts at least sixteen (16) days prior to bid opening. The policy is contained in the specifications. Bidders are also required to comply with the President's Executive Order No. 11246, as amended. The requirements for bidders and contractors under this order are explained in 41 CFR 60-4.

The City (the City of Evanston) in accordance with the laws of the State of Illinois, hereby notifies all firms that it will affirmatively ensure that the contract(s) entered into pursuant to this notice will be awarded to the successful firm without discrimination on the grounds 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.

Each Proposer shall be required to submit with his/her proposal a Disclosure of Ownership Interest Statement Form in accordance with Section 1-18-1 *et seq.* of the City Code. Failure to submit such information may result in the disqualification of such proposal.

Jillian Ostman
Purchasing Specialist

CITY OF EVANSTON

Request for Proposal

1.0 INTRODUCTION

The City is seeking a consultant to provide professional engineering services for the planning, design, and construction of the Water Plant 4160V Electrical System Reliability Project. The project will include the replacement of the standby electric generators, medium voltage (4160V) switchgear, and other electrical components at the water plant. Engineering services to be provided include Preliminary Design, Detailed Design, IEPA SRF Loan Support, Bidding, Project Management, Construction Administration, Construction Inspection, and Arc Flash Safety Program Update.

The initial contract term desired is for a period of 422 days, to complete Scope of Services Task 1 through Task 5 (Preliminary Design through Bidding and including Project Management). The final scope, schedule, and budget for Construction Administration and Construction Inspection will be negotiated and authorized upon completion of the design.

1.1 Background

The City of Evanston's water system currently supplies an average of approximately 45 million gallons per day (MGD) of treated Lake Michigan water to customers in Evanston and four wholesale customers; the Village of Skokie, the Northwest Water Commission (serving Arlington Heights, Buffalo Grove, Palatine, Wheeling, and Des Plaines), the Morton Grove-Niles Water Commission, and the Village of Lincolnwood.

The City's water plant includes treatment and pumping facilities. The conventional surface water treatment facility consists of three Lake Michigan water intakes, preliminary chemical feed and flash mix, flocculation, sedimentation, filtration, and post-chlorine feed and blended phosphate addition. Pumping facilities include low lift pumping to treatment, high lift pumping to distribution, and finished water storage. The firm capacity of the water plant is 108 MGD.

The Evanston Water Treatment Plant is served by Commonwealth Edison (ComEd) through two 12,470 V service lines. Each service is brought into a 3750 kVA, 12,470V/4160V transformer. The transformers serve the main switchgear which distributes power to several medium voltage switchgear and pump starter units. The switchgears distribute power to the remainder of the plant through a network of motor control centers, switchboards and panelboards. The system is generally divided into four systems; Low Lift Pumping Station, High Lift Pumping Station, Filter Plant, and Transformer Room which serves the water plant's low voltage system. A schematic of the water plant electrical system will be provided to attendees of the mandatory pre-bid meeting who sign the non-disclosure agreement.

There is a 500kW natural gas driven generator set which serves as standby power for the low voltage portion of the plant. There is also a portable 250kW diesel

driven generator set which serves as standby power for the Plant and off-site pump stations. Select high lift and low lift pumps can be operated by natural gas driven engines that are directly mounted to those pumps.

The medium voltage switchgear located in the Transformer Room (built in 1964) and both generators are beyond their useful life and need to be replaced. In addition, the generators are undersized for current and future demands.

1.2 Project Objectives

The objective of the Water Plant 4160V Electrical System Reliability Project is to plan, design, and install new and replacement electrical equipment to maintain and improve the reliability of the water plant's electric system. Key components of the project include:

1. Generators
Decommission the 500kW natural gas driven generator and 250kW diesel driven trailer mounted generator and provide adequate new standby power to the water plant, including:
 - 1.1 Generator(s)
 - 1.2 Fuel supply
 - 1.3 Control panels
 - 1.4 New paralleling switchgear (as needed)
 - 1.5 All conductors, conduits, and ancillary equipment needed to support the new equipment

2. Medium Voltage System
Replace equipment related to the Medium Voltage (4160V) system located in the Transformer Room (see Figure 1), including:
 - 2.1 4160V switchgear
 - 2.2 500kVA transformer
 - 2.3 Two 300kVA transformers
 - 2.4 Two pump starter units with soft starts for two large backwash pumps (WP-1 and WP-2)
 - 2.5 4160V cables to replace existing cables
 - from the Main Switchgear to the new Transformer Room switchgear
 - from new starters in Transformer Room to WP-1 and WP-2
 - 2.6 New 4160V connection point for temporary external generator hookup
 - 2.7 All conductors and conduits in and through the Transformer Room needed to support the new equipment and incidental replacements as needed

3. Transformer and Generator Rooms
Develop the needed physical space to house the new switchgear and generators, providing:
 - 3.1 Adequate space for maintenance, access/egress, and safety meeting all code and safety requirements
 - 3.2 Structural and architectural upgrades to accommodate the new equipment and personnel needs

- 3.3 Adequate HVAC for the new demands
- 3.4 Lighting, receptacles, acoustic isolation, and personnel conveniences
- 3.5 Maintenance of all systems impacted by the new or modified space

4. Distribution System

Provide the following distribution system reliability upgrades throughout the Water Plant:

- 4.1 Replace 480V panel P102 (24 breakers) in the dehumidifier room
- 4.2 Replace 208/120V panels; L102 (42 breakers) and L102A (42 breakers) both in the dehumidifier room, and L315 (42 breakers) in the head house.
- 4.3 Replace 120V panels; L307B1 (10 breakers) and L307B2 (7 breakers) both in the cross corridor, and L304B (17 breakers) in the lunchroom.
- 4.4 Add metering on main breakers throughout the plant to better manage power supply and consumption.
- 4.5 Replace three 7.5KVA uninterruptible power supply (UPS) systems located in the filter building.

5. SCADA integration

Integrate new equipment with the existing SCADA system located at the High Lift Pump Station control room to:

- 5.1 Monitor generators (no control)
- 5.2 Monitor switchgear
- 5.3 Monitor power usage

6. Arc Flash Safety Program Update and Switchgear Maintenance

Update the Arc Flash Safety Program for the Water Plant, North Standpipe Pump Station and South Standpipe Pump Station. The program will be documented in a stand-alone report which will summarize the data collection, electrical short circuit analysis, protective device coordination analysis, arc flash hazard analysis, and overall program description.

The City's Arc Flash Safety Program was last updated in 2019 and consists of an electrical short circuit analysis, protective device coordination analysis, and arc flash hazard analysis. These components are to be developed for the new 4160V equipment, and existing 4160V equipment at the Water Plant, South Standpipe Pump Station (SSP PS) and North Standpipe Pump Station (NSP PS) to provide an updated and unified overall Arc Flash Safety Program. The report shall comply with current NFPA 70E standards related to Arc Flash Safety.

Switchgear maintenance at the Water Plant, SSP PS and NSP PS will be included in the construction contract. The analyses for the Arc Flash Safety Program Update will be performed in coordination with the construction contract while electrical components are taken out of service for maintenance.

1.3 Key Issues

Key issues to be evaluated in the Preliminary Design and incorporated into the detailed design include:

1. Load study to define the water plant loads, considering existing and planned equipment.
2. Reliability study including:
 - 2.1 Summary of applicable standards and best practices for primary and standby power supply for water supply utilities.
 - 2.2 Workshop to define Evanston operator needs for reliability and redundancy to be delivered by standby power.
 - 2.3 Definition of needed equipment and associated loads for primary (required) and secondary (desired) reliability levels for standby power.
 - 2.4 Consideration of all existing and proposed power supply.
3. Generator study including:
 - 3.1 Fuel alternative review and recommendation.
 - 3.2 Sizing, quantity, and configuration of replacement generator(s).
 - 3.3 Order-of-magnitude cost for alternatives that are identified.
4. Switchgear and Transformer Assessment:
 - 4.1 A complete evaluation of the Water Plant 4160V system and equipment.
 - 4.2 Identification of switchgears and transformers in the Transformer Room that are in need of replacement.
 - 4.3 Identification of additional switchgears and transformers that are in need of maintenance or replacement in the Pump Station and throughout the Water Plant.
 - 4.4 Develop order-of-magnitude cost for equipment maintenance or replacements that are identified.
 - 4.5 Identify code requirements for installation, operation, and maintenance.
 - 4.6 Identify appropriate equipment and configuration needed to support existing primary and proposed standby power supply.
 - 4.7 Identify location and provisions for temporary generator hookups.
5. Location study including:
 - 5.1 Review of the water plant campus to determine the preferred location for the new generators, switchgear, and transformers including:
 - Garage 4
 - Garage 5
 - Outside parking areas
 - Outside lakefront enclosures
 - West side enclosures
 - Other areas
 - 5.2 Evaluation of the existing distribution configuration and modifications needed to support the work.

- 5.3 Consideration of structural, architectural, HVAC, lighting, and acoustic design.
 - 5.4 Development of order-of-magnitude capital, operational, and maintenance costs for alternatives.
 - 5.5 Identification of provisions for maintaining existing garage and outdoor parking spaces where feasible.
- 6. Metering Study to identify key locations at the water plant to better measure and manage power supply.
- 7. UPS Study to evaluate existing UPS systems currently serving the water plant, and determine the appropriate components and configuration for replacement of outdated or failing equipment.
- 8. Renewable Energy:
 - 8.1 Evaluation of opportunities to incorporate renewable energy into the water plant energy supply.
 - 8.2 Discussion of the compatibility of decarbonization / electrification with reliability of water plant operations.
 - 8.3 Identification of provisions that may be included in the current design to support future implementation of potential renewable energy supplies and battery energy storage systems.
 - 8.4 Identification of opportunities for future decarbonization / electrification.
- 9. Grounding:
 - 9.1 Evaluation of the current grounding system
 - 9.2 Evaluation of safety, reliability, and cost of ungrounded / grounded / other alternatives.
 - 9.3 The 4160V system is grounded. The 480V systems have a ground detection system. The 240/120V systems are solid grounded.
- 10. Continuity of operations during construction and other issues that need to be addressed for the successful construction of the project.
- 11. Implementation schedule considering design, bid, equipment delivery, and construction
- 12. Available utility incentives for capital improvements and operations

1.4 Assumptions

Assumptions that should be followed for developing the scope of work are listed below. However, these assumptions are to be thoroughly reviewed as part of Task 1 – Preliminary Design and may be revised for the final design package. Deviations from these assumptions used to respond to this RFP should be explicitly called out in the proposal along with an estimated impact to cost.

- 1. Portable generator capacity is no longer needed to power off-site pump stations.

2. Two natural gas generators will be provided that will together provide all of the primary standby electrical supply needs, estimated at 1500kW (total) and capable of operating a 4160V 250 HP pump along with all other critical low voltage water plant needs.
3. The existing Transformer Room (housing the existing medium voltage switchgear and associated transformers) and Generator Room will be expanded east into Garage 4. Garage 4 will be expanded to the east to compensate for lost space. The Garage 4 space evolved over time and therefore record drawings are not available.
4. Water supply to retail and wholesale customers must continue uninterrupted during construction.
5. All low voltage equipment in the Transformer Room is to remain, except as required for construction sequencing.
6. The grounding system will not be changed.

1.5 Available Information

The following items will be made available to consultants that attend the pre-bid meeting.

1. Water Plant Site Schematic (2016)
2. Electrical Schematic dated (2022)

The following items will be made available to the consultant selected to perform the work.

1. Water Plant site utility map
2. Service Building Electric HVAC Replacement Design (2021) and electric dedicated outdoor air system (DOAS) submittal
3. 60" Intake Heating System Design (2022)
4. Evanston Water Utility Electrical Study (2013)
5. Power System Analysis (2019) and associated SKM model files
6. Citywide Generator Evaluation Report (2019)
7. Washwater Detention Basin Storage Building Evaluation (2020)
8. Water Plant utility billing information for 2021 and 2022.
9. Available relevant water plant as-built drawings from throughout the past 110 years.

If additional data collection from electrical equipment is necessary which requires

removal of barriers, opening of front panels, etc. while equipment is energized, the Consultant team must provide proof (certificate of completion) that its employees working on the premises have been properly trained in the use and application of personal protective equipment (PPE) and the hazards of working on or near energized equipment. Consultant must provide their own PPE. Activities necessary to determine or confirm cable sizes and lengths, protective device sizes and characteristics, transformer sizes and impedances, motor sizes and types, or any other information necessary to complete an accurate analysis and design is the responsibility of the Consultant. Consultant shall coordinate with the electric utility to obtain information on available short circuit currents, service transformers ratings, upstream protective devices, and any other information necessary to complete an accurate analysis and design. Coordinate closely with City Staff for access to water plant facilities. Provide all confined space equipment and monitoring as needed. The Consultant shall be responsible for meeting all appropriate rules and regulations governing confined space operations.

2.0 SCOPE OF SERVICES

The Consultant shall perform the following tasks as a baseline scope of work to address the items presented in Section 1. The Consultant may propose alternate or additional tasks that are considered necessary for the successful completion of the work, which must include an estimated impact to the cost of the baseline scope of work.

Task 1 Preliminary Design

The Consultant will prepare the Preliminary Design based on available record drawings, reports and field investigations as needed.

- 1.1 Lead a project kickoff meeting with City staff at the Evanston Water Plant to understand the desired functionality of the design and review project contacts, scope of work, schedule, and available data.
- 1.2 Lead additional workshops as needed to further define new system requirements and levels of redundancy desired by City staff, considering all of the plant power systems.
- 1.3 Review available diagrams, reports, drawings, and specifications to gather information on the facilities to be designed and evaluated.
- 1.4 Develop a preliminary schedule of the project through commissioning, including procurement and timing for field investigations and shutdowns of major water plant components.
- 1.5 Identify relevant Envision best practices to incorporate into the planning, design, and construction.
- 1.6 Perform any survey, structural evaluation, geotechnical investigation, and other studies of the water plant as needed to support design of new electrical space, electrical modifications, and associated elements.
- 1.7 Provide a draft Preliminary Design Report to the City for review that addresses, at a minimum, each of the Key Issues listed in Section 1.3 and includes 30% design drawings. Submit the draft report electronically in Adobe Portable Document Format (PDF) and two hard copies.

- 1.8 Attend one meeting at the Evanston Water Plant to present findings, discuss and confirm decision points, and review the City's comments on the draft report.
- 1.9 Complete the Preliminary Design Report and submit three hard copies and one electronic copy in Adobe Portable Document Format (PDF) to the City.
- 1.10 Develop AACE Class 4 OPCC based on the preliminary design.

Task 2 Detailed Design

The Consultant will develop a detailed design based on the approved Preliminary Design Report that addresses, at a minimum, each of the Project Objectives listed in Section 1.2.

- 2.1 Coordinate with Evanston staff to finalize selection of equipment manufacturers and materials.
- 2.2 Communicate project scheduling and constructability issues to the City as they are discovered throughout the detailed design process.
- 2.3 Develop 60% design drawings and contract specifications.
- 2.4 Include provisions in the contract documents for maintenance of existing switchgear at the Water Plant SSP and NSP. Maintenance services will be provided during construction.
- 2.5 Submit three hard-copy sets of 60% drawings and specifications, with and a complete electronic set in Adobe PDF format for review by the City.
- 2.6 Meet with City Staff at the Evanston Water Plant to review comments on the 60% drawings and specifications.
- 2.7 Revise plans and contract documents as necessary to incorporate comments from the City.
- 2.8 Develop 90% design drawings and contract documents. The contract documents shall incorporate the City's bidding documents, IEPA SRF Loan requirements, general conditions, supplemental conditions, specifications, and appropriate appendices. Prepare contract documents in Microsoft Word format.
- 2.9 Submit three hard-copy sets of 90% drawings and contract documents, and a complete electronic set in Adobe PDF format for review by the City.
- 2.10 Prepare an AACE Class 2 Opinion of Probable Cost based on the 90% design drawings and contract documents.
- 2.11 Meet with City Staff at the Evanston Water Plant to review comments on the 90% drawings, specifications, and OPCC.
- 2.12 Revise drawings and contract documents as necessary to incorporate comments from the City.
- 2.13 Prepare 100% design drawings and contract documents.
- 2.14 Submit three hard-copy sets of 100% drawings and contract documents, and a complete electronic set in Adobe PDF format for review by the City.
- 2.15 Meet with City Staff at the Evanston Water Plant to review comments on the 100% drawings and specifications.
- 2.16 Prepare final Bid Set of drawings and contract documents incorporating the City's comments.
- 2.17 For bidding, provide 2 sets of contract documents and one electronic version in Adobe PDF format.

- 2.18 For the City's use, provide copies of contract drawings in AutoCAD format and contract specifications in Microsoft Word format.
- 2.19 Prepare and obtain all applicable permits, including IEPA, City Building, and City Electrical.

Task 3 IEPA SRF Loan Support

The City will manage the IEPA SRF Loan Application process, and submit all materials. The Consultant will support the loan application effort as described below:

- 3.1 Develop the Project Plan.
 - 3.1.1 Submit a draft of the Project Plan to the City for review.
 - 3.1.2 Revise the Project Plan to incorporate comments from the City. The City will provide financial information needed to complete the Plan.
 - 3.1.3 Submit four hard-copies of the project plan to the City, and a complete electronic set in both Adobe PDF format Microsoft Word. The City will submit the Project Plan to the IEPA.
- 3.2 Provide information as needed for the City to prepare and submit the following items:
 - 3.2.1 Environmental Checklist,
 - 3.2.2 IDNR and IHPA sign-offs
 - 3.2.3 Public notice for Categorical Exclusion and public hearing if required
 - 3.2.4 Loan Application Form
 - 3.2.5 Design Submittal
 - 3.2.6 Engineering Checklist
 - 3.2.7 Bid Package Submittal
 - 3.2.8 Supplemental forms required for the IEPA SRF Loan Application.
- 3.3 Work with the City and IEPA Project Manager to ensure all contract documents are in accordance with IEPA requirements.
- 3.4 Provide a construction cost estimate to the City in IEPA's required format.
- 3.5 During construction, assist in preparation of submittals to IEPA, including change orders and disbursement requests.
- 3.6 Following construction, work with the City to provide necessary documentation to close out the project with the IEPA.

Task 4 Bidding

The City will manage the bidding process, advertise and distribute the Bid Set drawings and contract documents, and distribute needed addenda. The Consultant will support the bidding process as described below:

- 4.1 Submit a list of contractors (and contact information) that the Consultant considers to be qualified for the type of work to be bid. These contractors will not be prequalified, though they will be informed of the project via a direct email at the time of bid advertisement.
- 4.2 Attend a pre-bid meeting hosted at the Evanston Water Plant. Explain the project scope to bidders and answer technical questions.
- 4.3 Review questions from bidders and prepare addenda that may be necessary to clarify the contract documents or drawings.

- 4.4 Review bids and prepare Recommendation to Award to the lowest responsive and responsible bidder.
- 4.5 Assist the City in preparing construction contracts.

Task 5 Project Management

- 5.1 Manage scope, schedule, and budget of the work associated with Tasks 1 through 4, and perform administrative tasks needed for the successful completion of this work.
- 5.2 Prepare and submit monthly invoices with brief progress report/cover letter.
- 5.3 Provide quality assurance and quality control of the work produced by all staff and subcontractors.
- 5.4 Maintain regular communication with City staff, including weekly telephone/virtual progress updates. Meetings for review of significant deliverables or milestones should be in person. Prepare agenda and minutes for all meetings.

Task 6 Construction Administration

A 24 month construction duration should be assumed for the response to this RFP, which includes 12 months for submittals and equipment delivery, and contractors mobilized for 12 months. The final scope and budget for Construction Administration and Construction Inspection will be negotiated and authorized upon completion of the design.

- 6.1 Manage scope, schedule, and budget of the work associated with Tasks 6 through 8, and perform administrative tasks needed for the successful completion of the construction.
- 6.2 Develop a conformed set of construction documents incorporating any addenda into the Bid Set. Furnish eight sets of hard copies of the construction documents in final form. Submit documents to the City electronically in AutoCAD and PDF.
- 6.3 Lead the pre-construction meeting with the City and Contractor. Prepare the agenda and distribute meeting minutes.
- 6.4 Consult with the City concerning decisions as to the acceptability of Subcontractors and other persons and organizations proposed by the Contractor for those portions of the work for which such acceptability is required by the Contract Documents.
- 6.5 Manage, review and approve submittals from the Contractor, including but not limited to schedule of values, work schedule, and technical submittals.
- 6.6 Manage, review and respond to all requests for information, review proposed field changes, and prepare recommendations for change orders.
- 6.7 Attend and document factory testing of major equipment, including generators and switchgear.
- 6.8 Review and approve contractor applications for payment and updated construction schedules.
- 6.9 Prepare drawings of record within thirty (30) days after final completion of the project. Submit two sets of hard copies of drawings of record to the City, and complete sets electronically in AutoCAD, and PDF. These

drawings should show those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by the Contractor to the Consultant and which the Consultant considers significant.

Task 7 Construction Inspection

A 24 month construction duration should be assumed for the response to this RFP, which includes 12 months for submittals and equipment delivery, and contractors mobilized for 12 months. The final scope and budget for Construction Administration and Construction Inspection will be negotiated and authorized upon completion of the design.

- 7.1 Provide full-time field observation services for compliance with the Contract Documents.
- 7.2 Advise the City of noncompliance and assist the City to inform the Contractor accordingly.
- 7.3 Keep the City informed of the work progress by submitting weekly progress reports and daily inspection sheets.
- 7.4 Lead weekly progress meetings during construction to review project status and schedules. Prepare agendas and distribute meeting minutes for each meeting.
- 7.5 Support responses to requests for information, review of proposed field changes, and preparation of recommendations for change orders.
- 7.6 In cooperation with the City and the Contractor, prepare a punch list when the project is substantially completed and monitor completion.
- 7.7 Conduct a final inspection to determine if the project has been completed in accordance with the Contract Documents and the Contractor has fulfilled all of their obligations thereunder so that the Consultant may approve, in writing, final payment to the Contractor.
- 7.8 The Consultant will not be responsible for the construction means, methods, techniques, sequences, procedures or safety precautions incidental thereto. The Consultant will not be responsible for the Contractor's failure to perform the construction work in accordance with the Contract Documents. The Consultant will endeavor to guard the City against defects and deficiencies in the work of the Contractor and may disapprove or reject work as failing to conform to the Contract Documents.
- 7.9 Construction Material Testing (CMT) services will be provided by a separate City Consultant as needed. The resident engineer will be required to schedule CMT services directly with the City Consultant in coordination with the Contractor.

Task 8 Arc Flash Safety Program Update

Arc flash safety program for data collection and completion of three analyses that are to be documented in a final report for the Water Plant, North Standpipe Pump Station and South Standpipe Pump Station.

- 8.1 Data collection and inspection requiring de-energizing of equipment at the three sites will be coordinated with the construction contract.
- 8.2 Electrical short circuit analysis

- 8.2.1 Evaluate all motor control panels and switchgear panels rated at 480 volts or more.
- 8.2.2 Perform short circuit analysis for each location under normal operating mode and the worst case scenario for the power distribution system. Determine the worst case scenario for the arc flash energy based on the available fault current and the duration of the fault.
- 8.2.3 Determine the maximum RMS symmetrical three phase, single phase, and line to line short circuit current at each switchgear bus, medium voltage motor control center, unit substation, low voltage motor control center, distribution panelboard, pertinent branch circuit panel, and other significant locations.
- 8.2.4 Calculate short circuit currents, X/R ratios, and equipment short circuit interrupting or withstand current ratings.
- 8.2.5 For each fault location, provide a list of the total duty on the bus, as well as individual contribution from each connected branch, with its respective X/R ratio.
- 8.2.6 Provide one line diagrams of each location's distribution system identifying all major equipment and components, bus numbers used in the short circuit analysis, cable and bus connections between equipment, calculated maximum short circuit current at each bus location, transformer ratings, and voltage at each bus.
- 8.2.7 Calculate momentary and interrupting fault duties at each location.
- 8.2.8 Calculate bus to bus impedance values reduced to a common MVA base for equipment.
- 8.2.9 Provide a draft report including tables to identify electrical devices including operating voltage, device rating, calculated short circuit currents, and X/R ratios; input on the adequacy or inadequacy of each piece of equipment; and recommended changes where appropriate.
- 8.2.10 Meet with Utilities Dept. staff to review the recommended changes before they are finalized.
- 8.3 Protective device coordination analysis
 - 8.3.1 Determine the settings for protective relays and circuit breakers, such that the lowest level protective device operates first to isolate the affected equipment and to minimize the extent of shutdown of the power distribution system.
 - 8.3.2 Provide burden calculations for all transformers to confirm that the existing transformers will not saturate under any fault current condition and jeopardize operation of the protective relays.
 - 8.3.3 Provide the calculations and logic utilized to select or check the selection of power fuse ratings, protective relay characteristics and settings, ratios and characteristics of associated current transformers, and low voltage breaker trip characteristics and settings.
 - 8.3.4 Provide a protective device evaluation report for each operating scenario in standard SKM Power Tools format.
 - 8.3.5 Provide a draft report with time current coordination drawings, associated one line diagrams, deficiencies in protection and/or

- coordination, and recommended improvements. Include tables showing the suggested settings for each protective device, location of each device, and corresponding device number on the one line diagrams.
- 8.3.6 Meet with Utilities Dept. staff to review the report before it is finalized.
 - 8.4 Arc flash hazard analysis
 - 8.4.1 Evaluate all Motor Control Panels and Switchgear Panels rated at 480 volts or more.
 - 8.4.2 Utilize the latest version of SKM Power Tools arc-flash analysis software.
 - 8.4.3 Hazard Risk Assessment – analyze the appropriate panels to determine the following data:
 - 8.4.3.1 Flash hazard boundary (inches)
 - 8.4.3.2 Incident energy (Cal/cm²) at 18 inches
 - 8.4.3.3 Hazard risk category (Level, 2, 3, or 4)
 - 8.4.3.4 Glove class
 - 8.4.3.5 Required PPE
 - 8.4.3.6 Shock hazard (volts)
 - 8.4.3.7 Limited approach boundary
 - 8.4.3.8 Equipment name and ID
 - 8.4.3.9 Date of analysis
 - 8.4.4 Labeling
 - 8.4.4.1 Provide and attach an equipment warning sticker at each panel evaluated in the Hazard Risk Assessment.
 - 8.4.4.2 The warning stickers shall clearly show the hazard risk category of the equipment.
 - 8.4.5 Arc Flash Hazard Reduction Plan – provide a written plan with the following components:
 - 8.4.5.1 Summarize the ratings and settings of each protective device evaluated in the study.
 - 8.4.5.2 Outline the arc flash incident energy at each specified panel.
 - 8.4.5.3 Recommend modifications at each specified panel, if needed.
 - 8.4.5.4 Provide theoretical arc flash incident energy and replacement warning stickers for each specified panel after the recommended modifications have been completed.
 - 8.4.5.5 Cost/benefit analysis for the recommended modifications.
 - 8.4.5.6 Provide a draft report for review by the City.
 - 8.4.5.7 Meet with City staff to review the recommendations before the report is finalized.
 - 8.5 Program report
 - 8.5.1 At the conclusion of the project, provide a comprehensive final report containing the individual reports and recommendations from the above tasks as a single volume. Provide five copies in three-ring binders in tabular format.
 - 8.5.2 Provide an electronic copy of the final project report in Adobe PDF format.

- 8.5.3 Provide a set of updated electrical system one line diagrams in AutoCAD format, including nameplate data for electrical components in all portions of the electrical system from the utility feeders through the lowest rated panels. Cable sizes, types, and lengths between electrical equipment components and updated utility source data shall be provided for an accurate one line representation of the electrical system.
- 8.5.4 Provide model files in standard SKM Power Tool format.
- 8.5.5 Data files shall be formatted for ease of use by the City to perform arc flash and/or short circuit analyses in the future as old equipment is replaced or new equipment is added.

3.0 INSURANCE

Consultant shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Consultant, and insuring Consultant against claims which may arise out of or result from Consultant's performance or failure to perform the Services hereunder.

The consultant must provide an insurance certificate naming the City of Evanston as an additional insured and will provide a variety of insurances including:

- comprehensive general liability - \$3,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the City as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions or professional liability insurance - \$1,000,000

The surety and the insurance company must have not less than an A+ rating from the Alfred M. Best Co., Inc. and be approved by the City of Evanston.

Consultant's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City.

4.0 SUBMITTAL REQUIREMENTS

The City will no longer accept hard copy paper submittals for any solicitation. Responses will only be accepted electronically via E-bidding through DemandStar. Respondents are still required to complete all of the bid documents and provide all of the requested information in a pdf file(s). **Please refer to attached DemandStar e-bidding documents.**

ANY PROPOSALS RECEIVED AFTER THE SUBMITTAL DEADLINE, WILL BE NOT BE ACCEPTED. It is the sole responsibility of the proposer to insure that his or her proposal is delivered by the stated time. THE CITY IS NOT RESPONSIBLE FOR INCOMPLETE UPLOADED SUBMITTALS..

A. Cover Letter

The cover letter will include the following:

- introduction of firm signed by an authorized Principal of the firm
- name of firm
- address of firm
- phone number of the firm submitting the proposal
- include the name and signature of an authorized binding official who is authorized to answer questions regarding the firm's proposal

B. Qualifications and Experience of Firm and/or Team

- Provide a brief history of the firm, and the firm's qualifications for completing the scope of work.
- All respondents shall describe other projects (at least 3, but no more than 5) similar in scope, size or discipline to the required services described herein, performed or undertaken within the past seven years. Additional projects can be briefly listed.
- Experience should include all phases of system evaluation, planning, design, and construction of 4160V electrical systems and generators related to water utilities addressing reliability and the key project issues. When possible, lessons learned that are relevant to this RFP should be highlighted.
- List the three to five projects described above in the Firm Experience Summary Table included as Exhibit L of this RFP. For each project, indicate commencement and completion dates, and engineering fees. Where applicable, indicate if staff on the proposed Project Team has worked on these projects and their role.
- Provide a list of all Municipal clients in Illinois, not to exceed 25.

C. Project Team Qualifications and Experience

- Clearly identify the professional staff who would be assigned as the Project Manager, Technical Lead, and other key project personnel for this work. Include a Team Organization Chart that clearly indicates the role of each team member and the firm of each team member for sub-consultants that are used. The proposal should summarize the abilities, qualifications, and experience of these individuals, in addition to providing resumes.
- Complete the Project Team Experience Summary Table included as Exhibit M of this RFP. Projects shown for Team Experience must have been performed within the past seven years and be provided with client references, including name, address and telephone number of a contact person for each project identified and described. This table can reference the same projects listed for Firm Experience or highlight additional projects.

D. Project Approach

For each of the main tasks outlined in the Scope of Services, provide a narrative describing the firm's understanding of the Project Objectives and Key Issues, with a detailed scope of work for meeting the objectives and delivering the final work products. Indicate the following:

- Approach used to complete each task to best address the Project Objectives and Key Issues, including issues to be considered and limitations or qualifications to the scope or services.
- Information or participation expected from the City.
- Key team members who will complete the task. If more than one, clearly indicate the responsibility of each team member.
- Additional or alternate work items addressing any Project Objectives or Key Issues that are not included within the proposed scope of work.
- Deviations from assumptions provided in the RFP that would better address the Project Objectives or Key Issues.
- Where possible, highlight approaches that have been successfully used in previous projects.
- Proposed project schedule through commissioning, including significant milestones.

E. Fees

- Provide a total not-to-exceed cost by completing the Cost Summary Table included as Exhibit J of this RFP and breaking down costs by major tasks developed in the project approach.
- Complete the Fee Breakdown Table in Exhibit K to indicate the estimated labor hours budgeted for each key team member, staff classification for non-key members, and subcontracted team members. Include hourly billing rates and salary cost multipliers. Break down all hours and costs for each task as shown on the Proposal Cost Table. Break out reimbursable direct costs, non-labor subcontracted costs, and other fees or overhead costs not included in the salary cost multiplier.
- Provide a brief narrative of proposed billing terms, current rates (which can reference Exhibit K as applicable), and estimated future rates for the life of the contract. Include rates and descriptions of any overhead charges, markups, and fees.

E. Contract

The City has attached its standard contract in Exhibit N (see page 51–Professional Services Agreement). Identify all exceptions to the agreement that would prevent your Firm from executing it. The City shall not consider or negotiate regarding exceptions submitted at any time after the submission of the Proposer's response.

5.0 ADDITIONAL SUBMISSION REQUIREMENTS

Not Used.

6.0 DISADVANTAGED BUSINESS ENTERPRISE GOALS

The City has a goal of 25% of the contract amount for the participation and utilization of Minority-Owned and Women-Owned businesses (DBEs) in completing a portion of the services required by the City. All respondents must submit a statement of the proposed involvement of M/W/EBEs in completing a portion of the required services. Provide a copy of the certification for M/W/EBEs that will assist in achieving the M/W/EBE goal with your submittal as well as the appropriate M/W/EBE forms or Request for Waiver. Any questions regarding M/W/EBE compliance should be submitted in writing to Tammi Nunez Purchasing Manager at tnunez@cityofevanston.org.

The City is pursuing funding from the State Revolving Fund. As such, the IEPA requires that the following language is placed into any agreement with the Engineer to ensure that contractors bidding on the construction work make good faith efforts to meet the State of Illinois DBE participation goals, which are a subset of the City's goals stated above:

"The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs"

Evanston's local preference policy cannot be included in this project due to IEPA loan requirements. Therefore, participation by an Evanston business is not applicable toward the DBE participation goal unless such business is certified as a MBE, WBE, or other type of DBE.

Prime consultants must submit certification of publication of an advertisement for DBE subconsultants and complete the forms included in Exhibit G to demonstrate good faith efforts to subcontract to DBE firms (whether or not the City and state DBE goals are met). Prime consultants must also submit a completed copy of Exhibit H (including written justifications as applicable) if the overall DBE participation goal of 25% cannot be met.

7.0 EVALUATION CRITERIA

The City will select the successful firm through an evaluation process based on the firm meeting the specifications which are outlined in this RFP. A review committee will review in detail all proposals that are received. During the evaluation process, the City may require a Proposer's representative to answer questions with regard to the proposal and/or make a formal presentation to the review committee. The review committee will make a recommendation to award the contract based on the criteria set forth below. This contract will be forwarded to the City Council for final approval.

The evaluation criteria listed below will be used in the selection of the successful Proposer.

- A. Firm Qualifications and Experience
- B. Project Team
- C. Project Approach
- D. Price / Level of Effort
- E. Willingness to Execute the City of Evanston's Professional Services Agreement
- F. Organization and Completeness of Proposal
- G. DBE Participation

8.0 SELECTION PROCESS

The City will select a firm on the basis of the responsiveness of the proposal to the RFP submittal requirements, the evaluation criteria stated above and the demonstrated willingness to execute an acceptable written contract. The City reserves the right to reject any or all proposals, and to request written clarification of proposals and supporting materials from the Proposer.

While it is the intent of the City to award a single firm, the City reserves the right to award in part or in whole and to select multiple firms and/or individuals, depending on whichever decision is deemed to be most advantageous to the City.

Responses may be rejected if the firm fails to perform any of the following:

- A. Adhere to one or more of the provisions established in this Request for Proposal.
- B. Demonstrate competence, experience, and the ability to provide the services described in this Request for Proposal.
- C. Submit a response on or before the deadline and complete all required forms.
- D. To fulfill a request for an oral presentation.
- E. To respond to a written request for additional information.

Discussions and/or interviews may be conducted with responsible firms that have submitted proposals in order to clarify certain elements. All proposals shall be afforded fair and equal treatment with respect to any opportunity for clarification. In conducting discussion, there shall be no disclosure of information derived from proposals submitted by competing firms. The selection shall be done by the City's review committee and will be recommended to the City Council for final approval.

If the City is unable to reach any sort of agreement with the selected firm, the City will discontinue negotiations with the selected firm and begin negotiations with the firm ranked second and so on until agreement is reached.

The firm to be recommended to the City Council will be the one whose proposal is determined to be the most advantageous to the City in consideration of price and all other evaluation factors which are set forth in this Request for Proposal. No other factors or criteria not listed in this RFP shall be used in the evaluation.

9.0 PROPOSED SCHEDULE

The tentative schedule for this RFP and project process is as follows:

1. RFP issued..... April 21, 2022
2. Mandatory Pre-Proposal Conference
and Walk-Through..... May 4, 2022
3. Last Day to Submit Questions..... June 2, 2022
4. Final Addendum Issued..... June 7, 2022
5. RFP Submission Due Date June 14, 2022
6. Interviews July 12, 2022
7. City Council Award of Contract July 25, 2022
8. Contract Effective August 8, 2022
9. Design Complete..... May 5, 2023
10. Initial Engineering Contract Term Expires October 4, 2023
11. IEPA Funding / Construction NTP October 4, 2023
12. Construction Complete..... October 4, 2025
13. Engineering Services Complete December 4, 2025

10.0 QUESTIONS REGARDING RFP

All questions related to this RFP should be submitted in writing to Tammi Nunez, Purchasing Manager at tnunez@cityofevanston.org, with a copy to Paul Moyano at pmoyano@cityofevanston.org.

11.0 GENERAL TERMS AND CONDITIONS

A. Confidentiality

In connection with this Agreement, City may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for City. Consultant agrees (i) to treat, and to obligate Consultant's employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and /or conclusions which Consultant may make for City to any person, firm or corporation or use the same in any manner whatsoever without first obtaining City's written approval, and (iii) not to disclose to City any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Consultant's control, the Consultant shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemption to the disclosure of such records or part thereof is applicable.

The Purchasing Specialist will endeavor to advise the firm of any request for the disclosure of the material so marked with "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY", and give the firm or other submitting party the opportunity to seek a court order to protect such materials from disclosure. If the requested material was submitted by a party other than the firm, then the firm shall be solely responsible for notifying the submitting party of the request. The City's sole responsibility is to notify the firm of the request for disclosure, and the City shall not be liable for any damages resulting out of such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, negligence on the part of the City or its officers, or employees.

B. Withdrawal of Proposal

Proposals may be withdrawn prior to the submittal deadline. Withdrawal may be attained by written request; however, no offer can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Proposers who withdraw their proposals prior to the designated date and time may still submit another proposal if done in accordance with the proper time frame.

C. Exceptions to Specifications

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications", which shall be prepared by the Proposer. This page shall then be attached to these documents and submitted at the same time as the proposal. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception shall be explained in its entirety. Any exceptions to these specifications may be cause for rejection of the proposal.

D. Hold Harmless

Consultant 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 Consultant or Consultant's sub-contractors, employees, agents or sub-contractors 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.

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 Consultant shall be liable for the 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.*

At the City Corporation Counsel's option, Consultant 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 Consultant of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by Consultant 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.

To the extent permissible by law, Consultant 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 Consultant that may be subject to the Illinois Workers 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.

Consultant shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its sub-consultants' work. Acceptance of the work by the City will not relieve the Consultant of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. All provisions of this Section shall survive completion, expiration, or termination of this Agreement.

E. Addenda

Any and all changes to these documents are valid only if they are included via written addendum to all respondents. Each respondent should acknowledge receipt of any addenda by indicating same in their proposal submission. Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the proposal therein. Failure to acknowledge any addenda may cause the proposal to be rejected. Addenda information is available over the internet at [City of Evanston Notices & Documents](#) or www.demandstar.com, or by contacting the Purchasing Office, 847-866-2935.

F. Term

The initial contract term is for a period of 422 days, to complete Scope of Services Task 1 through and including Task 5. A 24 month construction duration with contractors mobilized for 12 months should be assumed in the response to this RFP. However, the final scope, schedule, and budget for Construction Administration and Construction Inspection will be negotiated and authorized upon completion of the design. The final contract term will expire within 60 days of Final Completion of the related Construction Contract. The City may terminate a contract for either cause or convenience.

G. Non-Appropriation of Funds

The City of Evanston reserves the right to terminate in whole or in part of the contract in the event that insufficient funds to complete the contract are appropriated by Evanston City Council.

H. Property of the City

All discoveries and documents produced as a result of any service or project undertaken on behalf of the City of Evanston shall become the property of the City.

I. Payment Terms

The consultant shall submit invoices detailing the services provided, project, professional staff, and hours. Payment shall be made in accordance with the Local Government Prompt Payment Act. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

J. Disclosures and Potential Conflicts of Interest

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 proposals, the City of Evanston requires all Proposers including owners or employees to investigate whether a potential or actual conflict of interest exists between the Proposer and the City of Evanston, its officials, and/or employees. If the Proposer discovers a potential or actual conflict of interest, the Proposer must disclose the conflict of interest in its proposal, 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 Proposer from consideration. Information provided by Proposers in this regard will allow the City of Evanston to take appropriate measures to ensure the fairness of the proposal process.

The City requires all Proposers to submit a certification, enclosed with this RFP, that the Proposer has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

K. Protests

Any actual or prospective Proposer, who is aggrieved in connection with the solicitation or award of a contract, may protest to the Purchasing Office. The protest shall be submitted in writing within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.

- The Proposer shall submit any protests or claims regarding this solicitation to the Purchasing Office.
- A pre-bid protest must be filed five (5) days before the bid opening or proposal submittal.
- A pre-award protest must be filed no later than ten (10) days after the bid opening date or proposal deadline.
- A post-award protest must be filed no later than ten (10) days after the award of the Contract.

All claims by a Proposer against the City relating to a contract shall be submitted in writing to the Purchasing Specialist. The City will only consider protests that are properly and timely submitted.

All protests or claims must set forth the name and address of the protester, the contract number, the grounds for the protest or claim, and the course of action that the protesting party desires the Purchasing Specialist to take. Statements shall be sworn and submitted under penalty of perjury.

L. Authority To Resolve Protests And Contract Claims

Protests: The Purchasing Specialist shall have the authority to consider and resolve a protest of an aggrieved Proposer, actual or prospective, concerning the solicitation or award of a contract. The City shall issue a written decision and that decision is final.

Contract Claims: The Purchasing Specialist, after consulting with Corporation Counsel, shall have the authority to resolve contract claims, subject to the approval of the City Manager or City Council, as applicable, regarding any settlement that will result in a change order or contract modification.

Each Proposer, by submitting a response to this RFP, expressly recognizes the limitations on its rights to protest provided in this Section and expressly waives all other rights and remedies and agrees that the decision on the protest is final and conclusive. If a Proposer disregards, disputes or does not follow the exclusive protest remedies provided in this Section, it shall indemnify and hold the City and its officers, employees, agents and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Proposer's actions. Each Proposer, by submitting a response to this RFP, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

M. Litigation

For purposes of this Section, the following terms are defined as follows:

"issue" means any prior or pending litigation or investigation, either civil or criminal, or any governmental agency action or proceeding (the "issue"), which may affect the performance of the services to be rendered herein. For purposes of this Section, an "issue" shall also include any criminal, civil, or administrative penalty or finding imposed against any covered individual. An issue occurring

within seven (7) years of the date preceding the date of the Proposer's response shall be disclosed by the Proposer.

"covered individual" means any principal, president, managing partner, or vice-president, affiliated in anyway with the Firm, and the Firm's employees or sub-contractors.

All proposers shall identify and describe with particularity any issue. The City, and not Proposer, has the sole discretion to determine whether an issue may affect the performance of the services. Failure of any Proposer to comply with this mandatory obligation shall, at the City's sole discretion, result in the Proposer's response being deemed non-responsive and not responsible. Failure of any Proposer to comply with the obligation specified herein may result in the voiding any subsequent contract award to Proposer if the City discovers upon the exercise of its customary due diligence that Proposer failed to comply with the mandatory obligation in this Section. The City reserves all rights to take any other actions in the case of a Proposer's non-compliance with this Section.

N. Sub-contractors

If any firm submitting a proposal intends on sub-contracting out all or any portion of the engagement, that fact, and the name of the proposed sub-contracting firm(s) must be clearly disclosed in the proposal. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the City of Evanston.

O. Contact with City Personnel

All Proposers are prohibited from making any contact with the City Manager, City Council, or any other official or employee of the City with regard to the Project, other than in the manner and to the person(s) designated herein. The Purchasing Specialist reserves the right to disqualify any Proposer found to have contacted City Personnel in any manner with regard to the Project. Additionally, if it is determined that the contact with City Personnel was in violation of any provision of 720 ILCS 5/33EE, the matter may be referred to the Cook County State's Attorney for review and prosecution.

P. Costs Incurred

The City of Evanston assumes no responsibility or liability for costs incurred by the Proposer prior to the execution of a contract. This includes costs incurred by the Proposer as a result of preparing a response to this RFP.

Q. Covenant Against Contingent Fees

The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Exhibit A

DISCLOSURE OF OWNERSHIP INTERESTS

The City of Evanston Code Section 1-18-1 *et seq.* requires all persons (APPLICANT) seeking to do business with the City to provide the following information with their proposal. 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**)

- Corporation
- Partnership
- Sole Owner
- Association

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 B

ADDITIONAL INFORMATION SHEET

Proposal Name: _____

Proposal Number #: _____

Company Name: _____

Contact Name: _____

Address: _____

City, State, Zip: _____

Telephone/FAX: # _____

E-mail: _____

Comments: _____

Exhibit C

CONFLICT OF INTEREST FORM

_____, 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.

Proposer 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

Failure to complete and return this form may be considered sufficient reason for rejection of the bid / proposal.

Exhibit D

ACKNOWLEDGEMENT OF UNDERSTANDING

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 of bid rigging or bid rotating or any similar offense (720 ILCS S/33E-3, 33E-4).

Authorized Signature: _____	Company Name: _____
Typed/Printed Name: _____	Date: _____
Title: _____	Telephone Number: _____
Email: _____	Fax Number: _____

Exhibit E

ANTI-COLLUSION AFFIDAVIT AND PROPOSER'S CERTIFICATION

_____, being first duly sworn,
deposes and says that he is _____
(Partner, Officer, Owner, Etc.)

of _____
(Proposer)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

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

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this _____ day of _____, 20

Notary Public

Commission Expires: _____

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name and Title

Signature: _____

(Signature)

Date: _____

Exhibit G

DBE PARTICIPATION GUIDELINES

SPECIFICATION FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION CITY OF EVANSTON

I. Disadvantaged Business Enterprise (DBE) Policy

- A. These specifications define the terms, conditions, and requirements of the State Revolving Fund Loan Program, and the City of Evanston's policy and procedures for complying with DBE requirements.
- B. It is the policy of the State of Illinois to award a fair share of sub-agreements to disadvantaged businesses. In complying with this requirement, contractors are required to take affirmative steps to assure that disadvantaged businesses are used when possible as sources of supplies, equipment, construction, and services as explained herein.
- C. The City of Evanston's disadvantaged business policy clearly intends for Bidders to contact and encourage the participation of disadvantaged businesses prior to bid opening. Affirmative efforts (the written record of conscientious and honest communications between the bidder and disadvantaged business) must be initiated and completed by the bidder prior to bid opening. All bidders must document compliance with the requirements of the disadvantaged business policy as outlined in Section II.
- D. The City has a goal of 25% of the contract amount for the participation and utilization of Minority-Owned, and Women-Owned, businesses (DBEs) in completing the proposed services.
- E. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the fair share percentages are 5% for MBEs and 12% for WBEs.

II. Evaluation of Disadvantaged Business Utilization and Affirmative Efforts

- A. All bidders are required to advertise subcontracting opportunities for construction engineering and other opportunities that may be available, and to negotiate with disadvantaged businesses prior to bid opening. Failure to document such affirmative efforts shall be deemed, relative to disadvantaged business compliance non-responsive.
- B. To establish a bid as responsible, the Bidder will be required to document the proposed utilization of disadvantaged businesses with letters of intent signed by the bidder and by the disadvantaged business listed in the bid. **(Illinois EPA DBE Form #3)**
- C. As a prerequisite to demonstrate compliance with the City of Evanston's disadvantaged business policy and IEPA Affirmative Effort Requirements, ALL bidders shall provide the following with its bid:

1. A signed certification from an authorized representative of the consulting firm attesting that the consultant will award no subagreements, including the procurement of equipment, materials, supplies, and services, in the performance of this contract. **(Illinois EPA DBE Form #2)**

OR

2. "Certificate of Publication," and/or adequate evidence of proof of publication including actual copy of the newspaper advertisement from a **DAILY**, regional newspaper. **Advertisement should run one day at least 16 days prior to bid opening or award.** An example advertisement follows this section.

If an online advertisement was placed with the "Dodge Report" or an equivalent website, a screenshot of the advertisement along with the web page address, and a receipt must be attached.

3. Names, addresses, telephone numbers of Disadvantaged Businesses that submitted proposals, but will not be utilized. Justification for their non-utilization must be provided. **(Illinois EPA DBE Form #2)**
5. Completed, signed certification from each Disadvantaged Business to be utilized, attesting that they are a Disadvantaged Business as defined by the Recipient. **(Illinois EPA DBE Form #3)**
6. Completed, signed certification from consultant(s) utilizing Disadvantaged Business, attesting that the consultant has no dominating or conflict of interest with the Disadvantaged Business to be utilized. **(Illinois EPA DBE Form #2)**
7. In instances where the consultant does not receive any inquiries or proposals from Disadvantaged Businesses prior to bid opening, the consultant must provide a written certification attesting that no responses or proposals were received. **(Illinois EPA DBE Form #2)**

Failure to submit the documentation pursuant to the requirements of A(1-7) above may cause rejection of the bid as non-responsive.

III. Sanctions

- A. The City of Evanston may reject one or all bids when the information submitted by the bidder(s) fails to demonstrate compliance with the disadvantaged business requirements (i.e., the bidder fails to place their pre-bid advertisement in a daily newspaper, or approved website, at least sixteen (16) days prior to the bid opening).
- B. Upon finding that any Party has not complied with the requirements of these specifications, including misrepresenting a firm as a disadvantaged business, any one or a combination of the following actions may be taken:
 1. Declare the bidder and/or subcontractor non-responsible and therefore ineligible for contract award;

2. Disallow all contract costs associated with non-compliance; or
3. Refer matters which may be fraudulent to the Illinois Attorney General.

IV. Post-Contract Award Compliance

- A. As required by the award conditions of USEPA's Assistance Agreement with IEPA, all sub-agreements of the prime contractor must identify that the fair share percentages are 5% for MBEs and 12 % for WBEs.
- B. After award of the prime contract, copies of all disadvantaged business related sub-agreements between the prime contractor and subcontractors shall be submitted to the owner.
- D. Subsequent to bid submission, any changes in previously reported disadvantaged businesses utilization shall be handled in accordance with 40 CFR Part 33.302(b-h). If the contractor fails to initiate such actions, the owner may withhold payments and/or institute other appropriate sanctions.
- E. If a bidder is selected with a Subcontractor listed to meet the DBE goal, a "monthly utilization report" will be due to the City prior to each payment being issued to the Contractor. This report will include documentation of the name of the firm hired, the type of work that firm performed, etc. Should the DBE not be paid according to the schedule proposed in this document, the City reserves the right to cancel the contract. Examples of this monthly form can be found on the City's website: <http://www.cityofevanston.org/business/business-diversity/>.
- F. The professional services provider must submit a statement regarding the use of disadvantaged business enterprises during the design service phase per Section 662/365.630(b). Provide written statements concerning DBE participation during project design which indicates the following: a) whether or not any design engineering was performed by subcontractors, b) if yes, was any subcontracted design work completed by SBE's, MBE's, WBE's or DBE's and c) the cost of design engineering that was completed by SBE's, MBE's, WBE's or DBE's. This should be a separate document signed by the loan applicant and professional services provider on their letterhead.

Suggested Disadvantaged Business (DBE) Advertisement for Construction Contractors

Notice to Disadvantaged Businesses

_____, _____, _____, is
(Name of Company) (Address of Company) (Telephone)

seeking qualified disadvantaged businesses for the City of Evanston _____

_____ Project for subcontracting opportunities in the following areas:

_____, _____, _____, _____.

All interested and qualified disadvantaged businesses should contact, IN WRITING,

(certified letter, return receipt requested), _____, to discuss the
(Company Contact Person)

subcontracting opportunities. All negotiations must be completed prior to the bid opening date of

_____.
(Date of Bid Opening)

*The advertisement must clearly state the method of evaluating the proposals or quotations, and the relative importance attached to each criterion. Bidders must uniformly and objectively evaluate the proposals submitted by disadvantaged businesses in response to the advertisement based upon the evaluation criteria stated in the advertisement. The evaluation criteria must not be restrictive or exclusionary.

IEPA Disadvantaged Business Enterprise (DBE) Program Form #2 Consultant Certification

(To be completed by all Prime Consultants)

Please check the appropriate boxes that apply and complete the information on the bottom of the form.

This firm will award no subcontracts (including in the procurement of equipment, supplies, and services), in the performance of this contract.

This firm advertised for DBE subcontractors according to the good faith efforts outlined in the IEPA DBE Guidance Document.

This firm received proposals from DBE(s) that will not be utilized. A list of the DBEs not hired, along with their address, phone number, and reason(s) for non-utilization, is below.

Name of DBE	Address	Phone	Reason for Non-Utilization

This firm did not receive any inquiries from DBEs.

I certify that the above is true. I further certify that this firm and its partners, directors, and officers do not possess a controlling interest in ownership or conflict of interest or any other authority to control the DBE to be used during the performance of the contracts.

Signature: _____

Name: _____

Name: _____

Title: _____

Company: _____

IEPA Disadvantaged Business Enterprise (DBE) Program Form #3
Subcontractor Utilization

(Only complete this form if DBE subcontractors or sub-consultants will be working on a project)

This form is intended to capture the DBE subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. All subcontractors must complete this form, and it must be included in the prime contractor's bid package.

Subcontractor Name	Project Name
Contact Person's Name & Title	
Address	
Telephone	Email
DBE Certified By:	Select One: <div style="display: flex; justify-content: space-around; width: 100%;"> MBE WBE SBE DBE </div>
Prime Contractor Name	
Type of Work to be Performed	Cost Estimate of Work

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to using the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 C.F.R. Part 33 Section 33.302(c).

Prime Contractor Signature:	Print Name:
Date:	Title:
Subcontractor Signature:	Print Name:
Date:	Title:

Exhibit H

DBE PARTICIPATION WAIVER REQUEST

I am _____ of _____, and I have authority to
(Title) (Name of Firm)

execute this certification on behalf of the firm. I _____ do
(Name)

hereby certify that this firm seeks to waive all or part of th 25% DBE pariticipation goal
for the following reason(s):

(CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE ATTACHED.)

_____ 1. No M/W/EBEs responded to our invitation to bid.

_____ 2. An insufficient number of firms responded to our invitation to bid.

For #1 & 2, please provide a narrative describing the outreach efforts from your firm and proof of contacting at least 15 qualified M/W/EBEs prior to the bid opening. Also, please attach the accompanying form with notes regarding contacting the Assist Agencies.

_____ 3. No sub-contracting opportunities exist.

Please provide a written explanation of why sub-contracting is not feasible.

_____ 4. M/W/EBE participation is impracticable.

Please provide a written explanation of why M/W/EBE participation is impracticable.

Therefore, we request to waive _____ of the 25% utilization goal for a revised goal of _____%.

Signature: _____

(Signature)

Date: _____

Exhibit I

M/W/EBE Assistance Organizations (“Assist Agencies”) Form

AGENCY	DATE CONTACTED	CONTACT PERSON	RESULT OF CONVERSATION
Association of Asian Construction Enterprises (AACE) 5500 Touhy Ave., Unit K Skokie, IL. 60077 Phone: 847-525-9693 Perry Nakachii, President			
Black Contractors United (BCU) 400 W. 76th Street Chicago, IL 60620 Phone: 773-483-4000; Fax: 773-483-4150 Email: bcunewera@ameritech.net			
Chicago Minority Business Development Council 105 West Adams Street Chicago, Illinois 60603 Phone: 312-755-8880; Fax: 312-755-8890 Email: info@chicagomsdc.org Shelia Hill, President			
Evanston Minority Business Consortium, Inc. P.O. Box 5683 Evanston, Illinois 60204 Phone: 847-492-0177 Email: embcinc@aol.com			
Federation of Women Contractors 5650 S. Archer Avenue Chicago, Illinois 60638 Phone: 312-360-1122; Fax: 312-360-0239 Email: FWCChicago@aol.com Contact Person: Beth Doria Maureen Jung, President			
Hispanic American Construction Industry (HACIA) 901 W. Jackson, Suite 205 Chicago, IL 60607 Phone: 312-666-5910; Fax: 312-666-5692 Email: info@haciaworks.org			
Women’s Business Development Ctr. 8 S. Michigan Ave, Suite 400 Chicago, Illinois 60603 Phone: 312-853-3477 x220; Fax: 312-853-0145 Email: wdbc@wdbc.org Carol Dougal, Director			

PLEASE NOTE: Use of M/W/EBE Assistance Organizations (“Assist Agencies”) Form and agencies are for use as a resource only. The agencies and or vendors listed are not referrals or recommendations by the City of Evanston.

Exhibit J

COST SUMMARY TABLE

Task Description	Cost
1. Preliminary Design	\$
2. Detailed Design	\$
3. IEPA SRF Loan Support	\$
4. Bidding	\$
5. Project Management	\$
6. Construction Administration	\$
7. Construction Inspection	\$
8. Arc Flash Safety Program Update	\$
TOTAL NOT-TO-EXCEED COST	\$

Exhibit K

FEE BREAKDOWN TABLE

	Budgeted Labor Hours									
	Project Manager ¹	Technical Lead ¹	Key Team Member #1 ¹	Key Team Member #2 ¹	Labor Classification 1 ¹	Labor Classification 2 ¹	Subcontractor 1 Labor 1 ²	Subcontractor 1 Labor 2 ²	Subcontractor 2 Labor ²	Total Labor Hours
Item Description										
Direct Labor Rate										
Salary Cost Multiplier										
Billing Rate										
Tasks										Total Labor Cost
1. Preliminary Design										\$
2. Detailed Design										\$
3. IEPA SRF Loan Support										\$
4. Bidding										\$
5. Project Management										\$
6. Construction Administration										\$
7. Construction Inspection										\$
8. Arc Flash Safety Program Update										\$
Total Labor										\$

Other Costs	
Direct Reimbursable Expenses ³	\$
Non-Labor Subcontracted Costs ³	\$
Fees and Overhead Costs ⁴	\$
TOTAL NOT-TO-EXCEED COST	\$

1. Indicate actual Key Team Member names, and summarize other labor by classification. Add columns as needed. Provide labor hours per task and associated billing information and.
2. Indicate subcontracted Team Members or labor classifications. Add columns as needed. Provide labor hours per task and associated billing information.
3. List direct reimbursable expenses and non-labor subcontracted costs. Indicate specific tasks associated with significant items. Add rows as needed.
4. List overhead costs and fees separately if they are not included in the salary cost multiplier. Add rows as needed.

Exhibit L

FIRM EXPERIENCE TABLE

Firm Experience Within Past 7 Years

Project Name¹	Client and Location	Commencement Date and Completion Date	Engineering Fees	Water Utility Project (Y/N)	System Reliability Study (Y/N)	4180V System and Switchgear (Y/N)	Generator (Y/N and indicate size)	Evaluation / Planning / Design / Construction	Members from Proposed Project Team and Role
Project Name	Client City, State	Date / Date	\$XXX						Team Member 1 – Role Team Member 2 – Role

¹ Highlight the three to five most relevant projects completed by the firm within the past seven years.

² Proposer may re-create this table to better accommodate their information so long as all column headings are included.

Exhibit M

PROJECT TEAM EXPERIENCE TABLE

Project Team Experience Within Past 7 Years

Project Name and Year¹	Client and Location¹	Water Utility Project (Y/N)	System Reliability Study (Y/N)	4180V System and Switchgear (Y/N)	Generator (Y/N and indicate size)	Evaluation / Planning / Design / Construction	Project Manager²	Technical Lead²	Key Team Member / Subcontractor #1²	Key Team Member / Subcontractor #2²	Client Reference Contact Information³

¹ Include, at a minimum, the most recent similar projects for each key team member. Reference projects from the Firm Experience Table or highlight additional projects.

² Indicate actual team member names. Provide a column for each key team member on this proposal. If key team member is subcontracted, indicate which firm. Add columns as needed.

³ Provide name, title, email address and phone number for each reference.

⁴ Proposer may re-create this table to better accommodate their information so long as all column headings are included.

Exhibit N

PROFESSIONAL SERVICES AGREEMENT ACKNOWLEDGEMENT PAGE

The City has attached its standard professional services agreement as an exhibit to this RFP. Identify all exceptions to the agreement that would prevent your firm from executing it. **The City shall not consider or negotiate regarding exceptions submitted at any time after the submission of the Proposer's response.** *Please check one of the following statements:*

____ I have read the professional services agreement and plan on executing the agreement without any exceptions.

_____ My firm cannot execute the City's standard professional service agreement unless the exceptions noted below or in the attached sample professional services agreement are made.

*****Please be aware that submitting exceptions to the contract may impact the likelihood of your firm being selected to perform this work.**

List exceptions in the area below:

Authorized Signature: _____ **Company Name:** _____

Typed/Printed Name and Title: _____ **Date:** _____

Exhibit N

Consultant Certification and Verification Addendum

I certify in accordance with the Professional Services Agreement, the agents, employees and subcontractors of [CONSULTANT FIRM] are in compliance and will comply with City work rules and policies applicable to City employees while they are on City property, including the City's Workplace Harassment Policy; COVID-19 Vaccination Policy; and Sexual Harassment Policy. I further certify that the agents, employees and subcontractors of [CONSULTANT FIRM] are in compliance with OSHA emergency temporary standard to protect workers from coronavirus.

CONSULTANT:

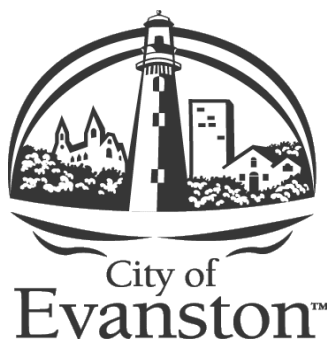
By _____

Its: _____

FEIN Number: _____

Date: _____

Exhibit N



**CITY OF EVANSTON
PROFESSIONAL SERVICES AGREEMENT**

The parties referenced herein desire to enter into an agreement for professional services for

[Insert name of the project]

("the Project")

RFP Number: ~~XX-XX~~

THIS AGREEMENT (hereinafter referred to as the "Agreement") entered into this ___ day of _____, 20___, between the City of Evanston, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston Illinois 60201 (hereinafter referred to as the "City"), and *[Insert Professional Service Provider's name here]*, with offices located at *[Insert address here]*, (hereinafter referred to as the "Consultant"). Compensation for all basic Services ("the Services") provided by the Consultant pursuant to the terms of this Agreement shall not exceed *[\$[Insert fee here]]*.

I. COMMENCEMENT DATE

Consultant shall commence the Services on _____ or no later than **three (3) DAYS AFTER** City executes and delivers this Agreement to Consultant.

II. COMPLETION DATE

Consultant shall complete the Services by _____. If this Agreement provides for renewals after an initial term, no renewal shall begin until agreed to in writing by both parties prior to the completion date of this Agreement.

III. PAYMENTS

City shall pay Consultant those fees as provided here: Payment shall be made upon the completion of each task for a project, as set forth in Exhibit A – Project Milestones and Deliverables. Any expenses in addition to those set forth here must be specifically approved by the City in writing in advance.

IV. DESCRIPTION OF SERVICES

Consultant shall perform the services (the “Services”) set forth here: Services are those as defined in Exhibit A, the City’s Request for **Proposal/Qualifications No. # (Exhibit B) and Consultant’s Response to the Proposal (Exhibit C)**. Services may include, if any, other documented discussions and agreements regarding scope of work and cost (Exhibit D).

V. GENERAL PROVISIONS

A. Services. Consultant shall perform the Services in a professional and workmanlike manner. All Services performed and documentation (regardless of format) provided by Consultant shall be in accordance with the standards of reasonable care and skill of the profession, free from errors or omissions, ambiguities, coordination problems, and other defects. Consultant shall take into account any and all applicable plans and/or specifications furnished by City, or by others at City’s direction or request, to Consultant during the term of this Agreement. All materials, buildings, structures, or equipment designed or selected by Consultant shall be workable and fit for the intended use thereof, and will comply with all applicable governmental requirements. Consultant shall require its employees to observe the working hours, rules, security regulations and holiday schedules of City while working and to perform its Services in a manner which does not unreasonably interfere with the City’s business and operations, or the business and operations of other tenants and occupants in the City which may be affected by the work relative to this Agreement. Consultant shall take all necessary precautions to assure the safety of its employees who are engaged in the performance of the Services, all equipment and supplies used in connection therewith, and all property of City or other parties that may be affected in connection therewith. If requested by City, Consultant shall promptly replace any employee or agent performing the Services if, in the opinion of the City, the performance of the employee or agent is unsatisfactory.

Consultant is responsible for conforming its final work product to generally accepted professional standards for all work performed pursuant to this Agreement. Nothing in this Agreement accords any third-party beneficiary rights whatsoever to any non-party to this Agreement that any non-party may seek to enforce. Consultant acknowledges and agrees that should Consultant or its sub-consultants provide false information, or fail to be or remain in compliance with this Agreement; the City may void this Agreement. The Consultant warrants and states that it has read the Contract Documents, and

agrees to be bound thereby, including all performance guarantees as respects Consultant's work and all indemnity and insurance requirements.

The Consultant shall obtain prior approval from the City prior to sub-contracting with any entity or person to perform any of the work required under this Agreement. If the Consultant sub-contracts any of the services to be performed under this Agreement, the sub-consultant agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City's prior written consent. The Consultant shall be responsible for the accuracy and quality of any sub-consultant's work.

All sub-consultant agreements shall include verbatim or by reference the provisions in this Agreement binding upon Consultant as to all Services provided by this Agreement, such that it is binding upon each and every sub-consultant that does work or provides Services under this Agreement.

The Consultant shall cooperate fully with the City, other City contractors, other municipalities and local government officials, public utility companies, and others, as may be directed by the City. This shall include attendance at meetings, discussions and hearings as requested by the City. This cooperation shall extend to any investigation, hearings or meetings convened or instituted by the City, any of its departments, and/or OSHA relative to this Project, as necessary. Consultant shall cooperate with the City in scheduling and performing its Work to avoid conflict, delay in or interference with the work of others, if any, at the Project.

Except as otherwise provided herein, the nature and scope of Services specified in this Agreement may only be modified by a writing approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

- B. Representation and Warranties.** Consultant represents and warrants that: (1) Consultant possesses and will keep in force all required licenses to perform the Services; (2) the employees of Consultant performing the Services are fully qualified, licensed as required, and skilled to perform the Services.
- C. Breach/Default.** Any one of the following events shall be deemed an event of default hereunder by Consultant, subject to Consultant's right to cure:
1. Failure to perform the Services as defined in Paragraph A above and contained within Exhibit A;
 2. Failure to comply with any other of the General Provisions contained within this contract.

Consultant, within thirty (30) days, shall have the right to cure any default

herein listed at its own expense, including completion of Services or the replacement or termination of any agent, employee, or sub-contractor as a result of any violation of the General Provisions contained herein.

- D. Remedy.** City does not waive any right to exercise any option to cure any breach or default on the part of contractor, including but not limited to injunctive relief, an action in law or equity or termination of this Agreement as outlined in Paragraph E of this section.
- E. Termination.** City may, at any time, with or without cause, terminate this Agreement upon seven (7) days written notice to Consultant. If the City terminates this agreement, the City will make payment to Consultant for Services performed prior to termination. Payments made by the City pursuant to this Agreement are subject to sufficient appropriations made by the City of Evanston City Council. In the event of termination resulting from non-appropriation or insufficient appropriation by the City Council, the City's obligations hereunder shall cease and there shall be no penalty or further payment required. In the event of an emergency or threat to the life, safety or welfare of the citizens of the City, the City shall have the right terminate this Agreement without prior written notice. Within thirty (30) days of termination of this Agreement, the Consultant shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, AutoCAD Version 2007, PDF, ARTView, Word, Excel spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Services herein.
- F. Independent Consultant.** Consultant's status shall be that of an independent Consultant and not that of a servant, agent, or employee of City. Consultant shall not hold Consultant out, nor claim to be acting, as a servant, agent or employee of City. Consultant is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of City. Consultant shall at its own expense comply with all applicable workers compensation, unemployment insurance, employer's liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders. Consultant shall require its employees to observe the working hours, rules, security regulations and holiday schedules of City, including but not limited to all policies and work rules applicable to City employees while on City property such as the Workplace Harassment Policy; COVID-19 Vaccination Policy; and Drug and Alcohol Policy. Consultant agrees to abide by the Occupational Safety & Health Act of 1970 (OSHA), and as the same may be amended from time to time, applicable state and municipal safety and health laws and all regulations pursuant thereto. Consultant shall certify that its agents, employees and subcontractors are in compliance with City work rules applicable to City employees while on City property. Failure to certify or violation of work rules is subject to the Default provisions of Paragraph C.

- G. Conflict of Interest.** Consultant represents and warrants that no prior or present services provided by Consultant to third parties conflict with the interests of City in respect to the Services being provided hereunder except as shall have been expressly disclosed in writing by Consultant to City and consented to in writing to City.
- H. Ownership of Documents and Other Materials.** All originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, AutoCAD Version 2007, Excel spreadsheets, PDF, and other documents or materials required to be furnished by Consultant hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of City, and City shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Consultant. Upon the termination of this Agreement, or upon request of City, during any stage of the Services, Consultant shall promptly deliver all such materials to City. Consultant shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement, use or reuse all or any part of such reports and other documents, including working pages, without the prior written approval of City, provided, however, that Consultant may retain copies of the same for Consultant's own general reference.
- I. Payment.** Invoices for payment shall be submitted by Consultant to City at the address set forth above, together with reasonable supporting documentation, City may require such additional supporting documentation as City reasonably deems necessary or desirable. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, after City's receipt of an invoice and all such supporting documentation.
- J. Right to Audit.** Consultant shall for a period of three years following performance of the Services, keep and make available for the inspection, examination and audit by City or City's authorized employees, agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by Consultant, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by Consultant is found to have been overstated, Consultant shall provide City an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of City's expenses for and in connection with the audit respecting such invoice.

Books, records, documents, and other evidence directly pertinent to performance of PWSLP loan work under this agreement shall be maintained in accordance with generally accepted accounting principles. The Agency or any of its authorized representatives shall have access to the books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Facilities shall be provided for access and inspection.

Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States.

All information and reports resulting from access to records pursuant to the Audit shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.

Records under the Audit shall be maintained and made available during performance of project services under this agreement and for 3 years after the final loan closing. In addition, those records that relate to any dispute pursuant to Section 662.650 (Disputes), litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for 3 years after the resolution of the appeal, litigation, claim or exception.

K. Indemnity. Consultant 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 Consultant or Consultant's sub-contractors, employees, agents or sub-contractors 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.

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 Consultant shall be liable for the 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.*

At the City Corporation Counsel's option, Consultant 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 Consultant of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by Consultant 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.

To the extent permissible by law, Consultant 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 Consultant that may be subject to the Illinois Workers 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.

Consultant shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its sub-consultants' work. Acceptance of the work by the City will not relieve the Consultant of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. All provisions of this Section shall survive completion, expiration, or termination of this Agreement.

- L. Insurance.** Consultant shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Consultant, and insuring Consultant against claims which may arise out of or result from Consultant's performance or failure to perform the Services hereunder: (1) worker's compensation in statutory limits and employer's liability insurance in the amount of at least \$500,000, (2) comprehensive general liability coverage, and designating City as additional insured for not less than \$3,000,000 combined single limit for bodily injury, death and property damage, per occurrence, (3) comprehensive automobile liability insurance covering owned, non-owned and leased vehicles for not less than \$1,000,000 combined single limit for bodily injury, death or property damage, per occurrence, and (4) errors and omissions or professional liability insurance respecting any insurable professional services hereunder in the amount of at least \$1,000,000. Consultant shall give to the City certificates of insurance for all Services done pursuant to this Agreement before Consultant performs any Services, and, if requested by City, certified copies of the policies of insurance evidencing the coverage and amounts set forth in this Section. The City may also require Consultant to provide copies of the Additional Insured Endorsement to said policy (ies) which name the City as an Additional Insured for all of Consultant's Services and work under this Agreement. Any limitations or modification on the certificate of insurance issued to the City in compliance with this Section that conflict with the provisions of this Section shall have no force and effect. Consultant's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City. Consultant understands that the acceptance of certificates, policies and any other documents by the City in no way releases the Consultant and its sub-contractors from the requirements set forth herein. Consultant expressly agrees to waive its rights, benefits and

entitlements under the “Other Insurance” clause of its commercial general liability insurance policy as respects the City. In the event Consultant fails to purchase or procure insurance as required above, the parties expressly agree that Consultant shall be in default under this Agreement, and that the City may recover all losses, attorney’s fees and costs expended in pursuing a remedy or reimbursement, at law or in equity, against Consultant.

Consultant acknowledges and agrees that if it fails to comply with all requirements of this Section, that the City may void this Agreement.

- M. Confidentiality.** In connection with this Agreement, City may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for City. Consultant agrees (i) to treat, and to obligate Consultant’s employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and /or conclusions which Consultant may make for City to any person, firm or corporation or use the same in any manner whatsoever without first obtaining City’s written approval, and (iii) not to disclose to City any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Consultant’s control, the Consultant shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemption to the disclosure of such records or part thereof is applicable. Vendor shall indemnify and defend the City from and against all claims arising from the City’s exceptions to disclosing certain records which Vendor may designate as proprietary or confidential. Compliance by the City with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section.

- N. Use of City’s Name or Picture of Property.** Consultant shall not in the course of performance of this Agreement or thereafter use or permit the use of City’s name nor the name of any affiliate of City, nor any picture of or reference to its Services in any advertising, promotional or other materials prepared by or on behalf of Consultant, nor disclose or transmit the same to any other party.

- O. No Assignments or Sub-contracts.** Consultant shall not assign or sub-contract all or any part or its rights or obligations hereunder without City's express prior written approval. Any attempt to do so without the City's prior consent shall, at City's option, be null and void and of no force or effect whatsoever. Consultant shall not employ, contract with, or use the services of any other architect, interior designer, engineer, consultant, special contractor, or other third party in connection with the performance of the Services without the prior written consent of City.
- P. Compliance with Applicable Statutes, Ordinances and Regulations.** In performing the Services, Consultant shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations, at Consultant's sole cost and expense, except to the extent expressly provided to the contrary herein. Whenever the City deems it reasonably necessary for security reasons, the City may conduct at its own expense, criminal and driver history background checks of Consultant's officers, employees, sub-contractors, or agents. Consultant shall immediately reassign any such individual who in the opinion of the City does not pass the background check.
- Q. Liens and Encumbrances.** Consultant, for itself, and on behalf of all sub-contractors, suppliers, materialmen and others claiming by, through or under Consultant, hereby waives and releases any and all statutory or common law mechanics' materialmen's' or other such lien claims, or rights to place a lien upon City property or any improvements thereon in connection with any Services performed under or in connection with this Agreement. Consultant further agrees, as and to the extent of payment made hereunder, to execute a sworn affidavit respecting the payment and lien releases of all sub-contractors, suppliers and materialmen, and a release of lien respecting the Services at such time or times and in such form as may be reasonably requested by City. Consultant shall protect City from all liens for labor performed, material supplied or used by Consultant and/or any other person in connection with the Services undertaken by consultant hereunder, and shall not at any time suffer or permit any lien or attachment or encumbrance to be imposed by any sub-consultant, supplier or materialmen, or other person, firm or corporation, upon City property or any improvements thereon, by reason or any claim or demand against Consultant or otherwise in connection with the Services.
- R. Notices.** Every notice or other communication to be given by either party to the other with respect to this Agreement, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States certified or registered mail, postage prepaid, addressed if to City as follows: City of Evanston, 2100 Ridge Avenue, Evanston, Illinois 60201, Attention: Purchasing Division and to Consultant at the address first above set forth, or at such other address or addresses as City or Consultant may from time to time designate by notice given as above provided.
- S. Attorney's Fees.** In the event that the City commences any action, suit, or other proceeding to remedy, prevent, or obtain relief from a breach of this Agreement by Consultant, or arising out of a breach of this Agreement by

Consultant, the City shall recover from the Consultant as part of the judgment against Consultant, its attorneys' fees and costs incurred in each and every such action, suit, or other proceeding.

- T. Waiver.** Any failure or delay by City to enforce the provisions of this Agreement shall in no way constitute a waiver by City of any contractual right hereunder, unless such waiver is in writing and signed by City.
- U. Severability.** In the event that any provision of this Agreement should be held void, or unenforceable, the remaining portions hereof shall remain in full force and effect.
- V. Choice of Law.** The rights and duties arising under this Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out or due to this Agreement shall be in Cook County, Illinois. The City shall not enter into binding arbitration to resolve any dispute under this Agreement. The City does not waive tort immunity by entering into this Agreement.
- W. Time.** Consultant agrees all time limits provided in this Agreement and any Addenda or Exhibits hereto are of essence to this Agreement. Consultant shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.
- X. Survival.** Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive all performances hereunder including the termination of the Consultant.

VI. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Consultant's noncompliance with any provision of Section 1-12-5 of the Evanston City Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared non-responsible and therefore ineligible for future contracts or sub-contracts with the City, and the contract may be cancelled 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.

During the performance of the contract, the Consultant agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do 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 underutilization. Consultant shall comply with all requirements of City of Evanston Code Section 1-12-5.

B. That, in all solicitations or advertisements for employees placed by it on its behalf, it will state that all applicants will be afforded equal opportunity without

discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

C. That it shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

VII. SEXUAL HARASSMENT POLICY

The Consultant certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2105 *et. seq.*), that it has a written sexual harassment policy that includes, at a minimum, the following information:

- A.** The illegality of sexual harassment;
- B.** The definition of sexual harassment under State law;
- C.** A description of sexual harassment utilizing examples;
- D.** The Consultant's internal complaint process including penalties;
- E.** 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
- F.** Protection against retaliation as provided to the Department of Human Rights.

VIII. CONSULTANT CERTIFICATIONS

A. Consultant acknowledges and agrees that should Consultant or its sub-consultant provide false information, or fails to be or remain in compliance with the Agreement, the City may void this Agreement.

B. Consultant certifies that it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. Section 1201 *et seq.*) and applicable rules in performance under this Agreement.

C. If Consultant, or any officer, director, partner, or other managerial agent of Consultant, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Consultant certifies at least five years have passed since the date of the conviction.

D. Consultant certifies that it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State in the U.S., nor made any

admission of guilt of such conduct that is a matter of record. (720 ILCS 5/33 E-3, E-4).

E. In accordance with the Steel Products Procurement Act, Consultant certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the U.S. unless the City grants an exemption.

F. Consultant certifies that it is properly formed and existing legal entity, and as applicable, has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

G. If more favorable terms are granted by Consultant to any similar governmental entity in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms shall be applicable under this Agreement.

H. Consultant certifies that it is not delinquent in the payment of any fees, fines, damages, or debts to the City of Evanston.

I. Consultant agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the PWS Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the Consultant acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs.

J. Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

IX. INTEGRATION

This Agreement, together with Exhibits A, B, C, and D sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement. This Agreement has been negotiated and entered into by each party with the opportunity to consult with its counsel regarding the terms therein. No portion of the Agreement shall be construed against a party due to the fact that one party drafted that particular portion as the rule of *contra proferentem* shall not apply.

In the event of any inconsistency between this Agreement, and any Exhibits, this Agreement shall control over the Exhibits. In no event shall any proposal or contract

form submitted by Consultant be part of this Agreement unless agreed to in a writing signed by both parties and attached and referred to herein as an Addendum, and in such event, only the portions of such proposal or contract form consistent with this Agreement and Exhibits hereto shall be part hereof.

IN WITNESS WHEREOF, the parties hereto have each approved and executed this Agreement on the day, month and year first above written.

CONSULTANT:

**CITY OF EVANSTON
2100 RIDGE AVENUE
EVANSTON, IL 60201**

By: _____

By: _____

Kelley A. Gandurski

Its: _____

Its: Interim City Manager

FEIN Number: _____

Date: _____

Date: _____

Approved as to form:

By: _____

Nicholas E. Cummings
Its: Corporation Counsel

Revision: April 2021

EXHIBIT A – Project Milestones and Deliverables

This EXHIBIT A to that certain Consulting Agreement dated _____ between the City of Evanston, 2100 Ridge Avenue, Evanston, Illinois, 60201(“City”) and _____ (“Consultant”) sets forth the Commencement and Completion Date, Services, Fees, and Reimbursable Expenses as follows:

I. COMMENCEMENT DATE: _____

II. COMPLETION DATE: _____

III. FEES:

IV. SERVICES/SCOPE OF WORK:

As defined in RFP/Q # _____ (Exhibit B) and Consultants Response to Proposal (Exhibit C)

Dated: _____

Exhibit O

Non-Disclosure Agreement

Consultant Name: _____

Evanston Project: **RFP 22-30 - Water Plant 4160V Electrical System
Reliability Project**

CONFIDENTIAL INFORMATION.

The term "Confidential Information" means any information or material which is proprietary to the Owner, which is not generally known other than by the Owner, and which the Consultant may obtain through any direct or indirect contact with the Owner. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by the Owner concerning the construction, operation and maintenance of the water system, including, without limitation, business records and plans, technical data, and contracts.

CONFIDENTIALITY OF INFORMATION.

It is understood that the Consultant (i) will keep confidential all information provided by the City of Evanston in connection with the above described work; (ii) will use such confidential information solely in connection with their engagement with the City of Evanston (iii) will not in future disclose any information derived in their work to any third person or entity.

The Consultant acknowledges that they are prohibited from releasing any information about the City of Evanston water treatment facility / pumping station or distribution system to any entity without the express written consent from the City of Evanston Public Works Director.

SIGNED:

NOTARIZED:

Date

Date

Notary Seal:

Exhibit P

PROPOSAL BOND SUBMITTAL LABEL (If Applicable)

SUBMITTAL NUMBER: _____

SUBMITTAL NAME: _____

SUBMITTAL DUE DATE/TIME: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY TELEPHONE #: _____



DEMANDSTAR

B u i l d i n g C o m m u n i t i e s .

(E-bidding) Electronic Bidding Instructions

Introduction

To submit a bid electronically (e-bidding) on DemandStar

- The project **MUST** be setup for e-bidding by the government agency advertising the opportunity

Bid Identifier	Agency Name	Bid Status	Broadcast Date	Date Due ▼	Name	Actions
RFP-2019-01-0-2019/df	Town of Malabar	Active	5/15/2019	5/31/2019	Malabar Parks and Recreation Board Memorial Wall Project	Planholders, Download/Order, Details
EBID-20190077-0-2019/HF	City of Port St. Lucie, Procurement Management Department	Active	4/25/2019	5/31/2019	Purchase Breaching "Backpack" Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded	E-Bidding, Planholders, Download/Order, Details



How to check if it is an e-bidding opportunity

- Not all opportunities posted on DemandStar by government are available for e-bidding
- Those that are available for you to electronically bid will list "e-bidding" as an available "ACTION" when you look at the project details

In order to do
e-bidding

1. Click on “E-bidding” in
the actions column

Bid Identifier	Agency Name	Bid Status	Broadcast Date	Date Due ▼	Name	Actions
RFP-2019-01-0-2019/df	Town of Malabar	Active	5/15/2019	5/31/2019	Malabar Parks and Recreation Board Memorial Wall Project	Planholders, Download/Order, Details
EBID-20190077-0-2019/HF	City of Port St. Lucie, Procurement Management Department	Active	4/25/2019	5/31/2019	Purchase Breaching “Backpa Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded	E-Bidding, Planholders, Download/Order, Details



In order to do
e-bidding

2. Enter your contact information and enter in all required fields

Note: You **MUST** put a number of the “BID AMOUNT” box. However, that number can be 0 so as to allow for a more detailed description of your bid through your uploaded documents.

Contact Information

**indicates required fields*

Company Name *

Address 1 *

Address 2

City *


State *

Postal Code *

Phone *

Fax

Country *

 Bid Amount *

Alternate Bid Amount

Notes

In order to do e-bidding

- In the agency required documents section – check the documents you intend on uploading and fulfilling. By checking these boxes this is **ONLY** an acknowledgement of how you will fulfill the requirement. You still have to upload the documents.

Required Documents



The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online) and which ones you will submit directly to the agency (offline).

Agency Required Documents

Document	None	Online/ Electronic	Offline/ Manual	Not submitting
-	⚠	✓	📄	•
Bid Reply	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Checklist	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Subcontractor List	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Current Workload, List of Projects and Completion Dates	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Questionnaire	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Drug Free Workplace Form	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

In order to do e-bidding

Upload your response documents in an accepted file format

Make sure that you have covered and uploaded all the required documents

E-Bid Response Documents

Agency Name	City of Port St. Lucie, Procurement Management Department
Bid Number	EBID-20190077-0-2019/HF
Bid Name	Purchase Breaching "Backpack" Kits, Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded
Bid Due Date	5/31/2019 3:00:00 PM Eastern time
Bid Opening	14 days, 21 hours, 45 minutes, 5 seconds

No response documents uploaded

Agency Accepted File Formats



Formats

Adobe Acrobat (*.PDF)
Microsoft Excel (*.XLS)
Microsoft Excel (*.XLSX)
Microsoft PowerPoint (*.PPT)
Microsoft Word (*.DOC)
Microsoft Word (*.DOCX)

Upload Electronic Documents

** indicates required fields*



Document Title *

Specify Upload Document *

Choose File No file chosen

(Type the path of the document, or click the Browse button.)


Upload

In order to do e-bidding

Once you decide you've uploaded all your documents that you would like to submit, make sure you click the **NEXT** button at the bottom of the screen

E-Bid Response Documents

Agency Name City of Port St. Lucie, Procurement Management Department
Bid Number EBID-20180218-0-2018/jer
Bid Name Sculpture on Lawn at City Hall Temporary Art Installation
Bid Due Date 1/9/2019 2:00:00 PM Eastern time
Bid Opening 100 days, 1 hour, 20 minutes, 11 seconds

	Document Title	Format	Size	Uploaded	Status	Action
1	 E-Bidding for Suppliers	Microsoft Word	12 Kb	10/1/2018 9:39:50 AM	Complete	View , Remove

Agency Accepted File Formats

Formats
Adobe Acrobat (*.PDF)
Microsoft Excel (*.XLS)
Microsoft Excel (*.XLSX)
Microsoft PowerPoint (*.PPT)
Microsoft Word (*.DOC)
Microsoft Word (*.DOCX)

Upload Electronic Documents

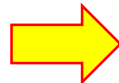
* indicates required fields

Document Title *

Specify Upload Document *

(Type the path of the document, or click the Browse button.)

Your document has successfully uploaded but your response is not yet complete. You must still click 'Submit Response' on Bid Response Details page in order to complete your response and receive a confirmation



Completing your e-bid submittal

- Please **VERIFY** that you have attached **ALL** the required documents
- Click on the **Submit Response** button to complete your e-bid

Agency Required Documents

EDIT

1. **Bid Reply** (Electronic/Online) ✓
2. **Checklist** (Electronic/Online) ✓
3. **Subcontractor List** (Electronic/Online) ✓
4. **Current Workload, List of Projects and Completion Dates** (Electronic/Online) ✓
5. **Questionnaire** (Electronic/Online) ✓
6. **Drug Free Workplace Form** (Electronic/Online) ✓
7. **Current Certificate of Insurance** (Electronic/Online) ✓
8. **License/Certification to do Described Work** (Electronic/Online) ✓
9. **Reference Check Form** (Electronic/Online) ✓
10. **E-Bid Reply Excel Spreadsheet** (Electronic/Online) ✓
11. **E-Bid Bond** (Electronic/Online) ✓
12. **Vendor Code of Ethics** (Electronic/Online) ✓
13. **W-9 form** (Electronic/Online) ✓

Uploaded Documents

EDIT

1. test document upload to ensure e-bidding active

E-Bid Confirmation

After clicking "Submit Response" the following process will begin:

- We will verify that your response is complete as entered.
- You will see a confirmation page with your confirmation number and date/time stamp of your upload.
- You will receive a confirmation e-mail indicating a successful response submittal.
- You may track your response submission under the View Responses page.

If you do not receive any of the above, please call Supplier Services at (206) 940-0305.

<< Return

Submit Response

Confirmation of Response

- When you complete you will receive a confirmation
- This is a confirmation that what you uploaded will be visible to the agency when the bid closes, **this is not** a confirmation that all your documents were fill out or submitted correctly

E-Bid Response Details

Agency Name City of Port St. Lucie, Procurement Management Department

Bid Number EBID-20180218-0-2018/er

Bid Name **Sculpture on Lawn at City Hall Temporary Art Installation**

Bid Due Date 1/9/2019 2:00:00 PM Eastern time

Bid Opening 100 days, 1 hour, 6 minutes, 46 seconds

Response # 15104

Results Your bid response is submitted.

<< Return

Post Submission Edits

If you feel like you missed something or need to make a change you can go back to your submittal response and edit your e-bid. By clicking on “DETAILS” then “EDIT” the section you wish

Bid Identifier	Agency Name	Bid Status	Broadcast	Date Due ▼	Name	Status	Actions
EBID-20190077-0-2019/HF	City of Port St. Lucie, Procurement Management Department	Active	4/25/2019	5/31/2019	Purchase Breaching “Backpack” Kits, Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded	Incomplete	Details, Bid, History

Contact Information

[EDIT](#)

Company Name Sample DBE Company
Address 1 509 Olive Way
Address 2
City Seattle
State Washington
Postal Code 98101
Phone 2063739233
Fax 2063739233
Country United States of America
Bid Amount \$0.00
Alternate Bid Amount
Notes



Agency Required Documents

[EDIT](#)

1. Bid Reply (Electronic/Online) ✓

Registering for DemandStar



We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- **Instant** access to bids, quotes and RFPs
- **Automatic** notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place
- Access to **more government bids** in neighboring cities, counties and states

It's EASY! Get started with these 3 easy steps!

1 REGISTER

Go to:

<https://www.demandstar.com/registration>

Create an Account with DemandStar

You are one step away from picking your free government agency

Email Address

Company Name

I accept the DemandStar [Terms of Use](#) and [Privacy Policy](#)

Next



2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box

3 CHECK OUT

Check out with your **FREE AGENCY** Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States

← Choose Your Free Agency

Receive full access to the government agency of your choice and receive advance notifications of new opportunities.

City of Metropolis ✕

Narrow down your search by selecting a state and county.

State	County
Select State ▼	Select County ▼

- City of Metropolis – Board of Commisioners
- City of Metropolis Purchasing
- Metropolis Technical College

You have chosen **Metropolis Technical College** as your free agency.
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DemandStar E-Bidding: Frequently Asked Questions

- Do suppliers need to be registered with DemandStar to participate in e-bidding?
Yes. But if they don't already have an account with DemandStar, they can sign up and either
 - Be a subscriber for only your agency, at no charge, and be able to download documents at no charge and then receive notifications that match their commodity codes
 - Be a "basic supplier" for free - who researches on our platform and then pays \$5 to download all documents, thus becoming a plan holder
 - Be a paid subscriber for a county, state, national and receive notifications from all included agencies
- Can suppliers respond with document uploads or do they simply fill in forms?
Yes, they may respond with document uploads that are available to you via the DemandStar platform.
- What type of E-Bidding Documents can be uploaded?
Acceptable file formats for sending back documents that the city will accept:

E-Bidding Documents

Document Types	Bidding Documents - Exhibits Pricing Bid Bond
File Formats	Adobe Acrobat (*.PDF) Microsoft Excel (*.XLS) Microsoft Excel (*.XLSX) Microsoft PowerPoint (*.PPTX) Microsoft PowerPoint (*.PPT) ZIP Compressed Archive (*.ZIP)

- Is there a maximum file size that I can upload?
Vendors can simply upload a single file or multiple documents as long as it doesn't exceed 100 MBs (single or multiple files)
- After a bid opening, what document(s) are made public by DemandStar?
None. Only the agency can see the vendor responses so you are the only ones who will determine what you want to download and make public.
- Who do I call if I have questions or problems with the DemandStar?
The City strongly encourages each respondent to setup their account and to explore the eBidding module at least a couple of days before the bid due date.

If you have questions or issues creating your account, accessing the eBidding module or submitting your bid prior to the bid due date, please contact DemandStar at 866.273.1863 or by email at hello@demandstar.com.
