

CITY OF EVANSTON

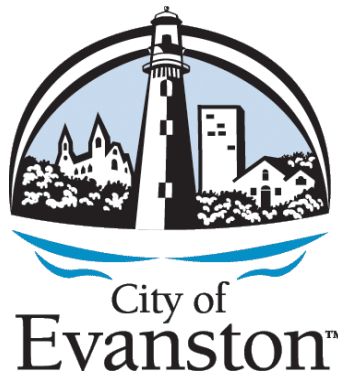
REQUEST FOR PROPOSAL

NUMBER: 23-32

For

City of Evanston Comprehensive Plan & Zoning Code

April 6, 2023



PROPOSAL DEADLINE: 2:00 PM, CST, May 16, 2023

**PRE-PROPOSAL MEETING: Non-mandatory
11:00 A.M., CST, April 17, 2023
Google Meets Link: meet.google.com/xkv-jwhx-efi
Phone: (US) +1 619-738-1512
Pin: 705 212 116#**

ELECTRONIC BID SUBMITTAL:

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

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

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**CITY OF EVANSTON
NOTICE TO PROPOSERS**

Proposals will be received by the Purchasing Office until 2:00 P.M. local time on **May 16, 2023**. 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:

City of Evanston Comprehensive Plan & Zoning Code
RFP Number: 23-32

The City of Evanston's Community Development Department is seeking proposals from experienced firms for the development of a new Comprehensive Plan and also a new Zoning Code (Title VI of the Evanston Municipal Code) to support the implementation of the plan.

There will be a Non-mandatory pre-proposal conference on Monday, April 17, 2023, at 11:00 A.M.. All firms intending to submit a proposal for this project are encouraged to attend to discuss the proposed work and receive answers to questions related to the project. To access the virtual pre-proposal meeting online please follow this link meet.google.com/xkv-jwhx-efj. To access the virtual pre-proposal meeting by phone please dial: (US) +1 619-738-1512, Pin: 705 212 116#.

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.

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.

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

Each 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.

Linda Thomas
Purchasing Specialist

CITY OF EVANSTON
Request for Proposals
City of Evanston Comprehensive Plan & Zoning Code

1.0 INTRODUCTION

The City of Evanston is seeking proposals from highly qualified and experienced consultants to work collaboratively with the community, interested parties, and city staff to prepare a new Comprehensive Plan and Zoning Code. The consultant will help the city to identify challenges and opportunities, develop innovative solutions, and present iterations of the draft documents for review and eventual adoption.

The contract term desired is for a period of twenty-four (24) months.

Contact with City personnel in connection with this RFP shall not be made other than as specified in this RFP. Unauthorized contact of any City personnel may be cause for rejection of a proposal.

Prior to the submittal of a proposal, Proposers are advised to carefully examine:

- the contract documents
- project scope and work tasks to be accomplished
- specifications
- submittal requirements
- insurance requirements and required documentation

Proposers are advised to become thoroughly familiar with all conditions, instructions, and specifications governing this RFP. Proposals shall be made in accordance with these instructions. Proposals shall be submitted on the forms provided by the City.

The City will not be liable in any way for any costs incurred by respondents in replying to this Request for Proposal.

Project Description

The City of Evanston is seeking proposals from highly qualified and experienced consultants to work collaboratively with the community, interested parties, and city staff to prepare a new Comprehensive Plan and Zoning Code. The consultant will help the city to identify challenges and opportunities, develop innovative solutions, and present iterations of the draft documents for review and eventual adoption.

The City's most recent Comprehensive Plan was adopted in 2000. Title VI of the Evanston Municipal Code, or the "ZONING ORDINANCE OF THE CITY OF EVANSTON" ("Zoning Code"), was adopted in 1993, with several text amendments of varying degrees since its adoption. Recognizing the significant structural changes to our economy and society over the last 30 years, the City needs a modern, flexible, comprehensive, and coordinated approach to evaluating its land use goals, policies, and regulations to ensure they are all aligned to achieve the city's vision, mission and goals.

The City is known for its progressive policies reflective of its racial and socioeconomic diversity, including a growing number of Latino community members and a proud historic Black community. The engaged citizenry is represented by a diverse electorate including homeowners of all income levels, renters, and university students.

To elevate the Comprehensive Plan as the best possible guide for the future of Evanston, the City is seeking a complete reframing of this long-range planning document, to use it as a guide to design an entirely new Zoning Code. The plan will reflect an effort that is:

1. Modern, flexible, and implementable
2. Inclusive with a process generating equitable outcomes
3. Genuine - incorporating community-led grassroots ideas balanced with staff and board/commission expertise

The new Comprehensive Plan (the “Plan”) will highlight the diversity of Evanston and will strive to include as many voices as possible. The new Zoning Code should be where the “rubber meets the road” to ensure the vision of the new Plan becomes a reality as people continue to move to Evanston, residents invest in their homes and neighborhoods, businesses open and expand, and institutions continue to serve the community.

The City envisions the development of both documents as a collaborative effort that maximizes citizen involvement and participation so as to fully understand issues facing the community and the desired vision for the future. The involvement of the City Boards, Commissions, and Committees (BCCs), as well as City, private and public institutions, community groups, business associations, and neighborhood groups are critical to ensure both documents reflect Evanston’s population.

Evanston Background Information

With a population of 78,000, the City of Evanston covers a stretch of four miles along Lake Michigan’s western shoreline just north of Chicago.

Evanston’s 7.8 square miles include residential neighborhoods encircling thriving business districts and recreational facilities. Interspersed throughout the community are over 290 acres of parks, including tennis courts, five public swimming beaches, athletic fields, and bicycling and jogging trails. Ongoing development of both residential and commercial properties has brought Evanston a cosmopolitan flavor while retaining a close-knit suburban atmosphere. Evanston is just 12 miles by Metra, CTA, expressway, or bike from downtown Chicago.

The City of Evanston boasts a diverse populace in terms of religious, racial, educational, and economic composition. The city’s population has increased 4.9 percent since the 2010 Census, which includes shifts in several demographics. To accommodate these shifts, the City seeks to facilitate quality development, access to open space, and continued focus on livability by providing equitable, consistent, and predictable land use decision-making.

Evanston is home to Northwestern University, NorthShore University HealthSystem Evanston Hospital, Ascension Saint Francis Hospital, Rotary International headquarters,

and two highly regarded school districts. Evanston Township High School is ranked in the top 3% of high schools in the nation.

Commitment to Equity & Community Engagement

The Comprehensive Plan and Zoning Code should reflect the City's desire to embed equity and inclusion throughout the government's functions, services, programs, and policies. A review of existing codes, regulations, and practices should identify where these items exacerbate and perpetuate inequities among our population and create a foundation to correct these practices. The community engagement process must inclusively and deliberately engage all segments of Evanston's socio-economically diverse population. Strategies must include:

- Both modern and traditional means of communication/information sharing to maximize reach to historically marginalized communities, senior citizens, and working families. The consultant is encouraged to propose an approach that is both creative and interactive for soliciting input.
- Prioritizing accessibility by considering the needs of non-English speaking, differently abled, technologically isolated, and public transportation-dependent residents.

A successful respondent will work with the City to develop a community engagement plan that achieves these goals. The community engagement plan should include key performance indicators and opportunities for the consultant and other team members to report the results of meetings to confirm recommendations accurately representing community feedback. A throughline from the resulting Plan document should be connected to specific regulations and processes within the Zoning Code to illustrate this input is being put into practice effectively and practically.

High emphasis will be placed on inclusivity and a process that promotes a people-centered approach to understanding the values, culture, and goals of the Evanston community. The success of this project as a whole will be dependent on the level of engagement and ownership the Evanston residents and business community feel in the creation of both documents.

Participatory planning is key for furthering local goals and compelling local government to focus on equitably distributing resources while also removing restrictive measures detrimental to the quality of life for all Evanston residents. The involvement of traditionally hard-to-reach groups is critical, while also ensuring participation and feedback is well-balanced, versus hearing only the loudest voices. A successful respondent will include the Participatory Action Research (PAR) method in their proposal.

Consultants are expected to use the public engagement activities to synthesize the information that we learn through Phase 1 to discover and articulate how existing policies affect daily life, what makes us tick as a community, the diversity of community personality, what our strengths and weaknesses are, what matters most to each segment of the population, and which values we share community-wide.

Comprehensive Plan

Consultants should have extensive local government comprehensive planning expertise and knowledge of best practices, a network of experts and subcontractors who will provide any

necessary services, and experience, skill, and proven success in developing comprehensive plans, sustainability plans, climate action plans, community visioning services, zoning and building codes, and similar processes. The consultant must demonstrate a solid understanding of, and sensitivity to, local conditions and goals, present information clearly and credibly, and facilitate productive community discussions.

Vision

The City's Comprehensive Plan was last updated in 2000. The process should revisit the existing vision statement and use it as a springboard to develop a new vision for Evanston's future. The City intends to use this new Plan to guide the next ten to fifteen years of community activities with a target horizon of year 2045. The Plan will include a vision statement, and a series of interconnected policies that address a range of topics that include, but are not limited to:

- Land use
- Affordable housing
- Economic development
- Infrastructure
- Parks and recreation and open space
- Natural resources
- Transportation and mobility
- Historic preservation
- Environmental justice
- Climate neutrality and resilience
- Fiscal responsibility
- Public Health & Safety

The Comprehensive Plan will also include an implementation plan that will outline the short-, medium- and long-term goals and the action steps associated with implementing the policies during the span of the plan's time period (inclusive of performance measures tracking the progress to the City's goals). The Plan will be the foundation for determining public policy, master planning, zoning, land-use decisions, capital improvement planning, climate action and resilience planning implementation, and future development decisions that align with the City's priorities. The following are examples of elements anticipated to be part of the new Comprehensive Plan:

1. Community Engagement

The engagement process should be designed and conducted in a way that creates equitable and innovative opportunities to engage historically underrepresented populations. Time and attention should be dedicated to building new relationships to create a more collaborative, inclusive, and equitable planning process, as well as input from City staff, boards, committees, and commissions that provide input to the City Council on a wide range of topics. Tailoring a community engagement strategy that employs a variety of methodologies to obtain feedback on the community that can be used for the plan is of critical importance. Engagement should be conducted early and often throughout the process with an emphasis on demonstrating how feedback will be incorporated into the plan.

2. Housing & Economic Opportunity

Evanston's population grew by 5,000 between 2010 and 2020. Evanston's supply of housing is by a wide margin the limiting factor on future population growth and household formation. Much of the existing stock does not meet current needs. Lower- to middle-income residents are getting pushed out due to the rapidly rising cost of renting and owning. Changing lifestyles drive interest in smaller, more efficient, durable, long-lasting and easy-to-maintain housing. The desire to form households based on personal choice rather than familial relationships is a growing factor. Evanston needs to expand housing types throughout the city to meet the needs and budgets of all its residents and respect their lifestyle choices and economic circumstances. The plan should incorporate a strategic and equitable approach to providing affordable and diverse housing options for all that choose to live in Evanston to continue to attract and encourage a diverse population. Unique to university communities like Evanston is the housing needs of college students who reside off campus. This population is younger by nature, resides here for a shorter time as individuals (i.e. "students" as a group will be here as long as Northwestern University is here), and likely have different housing preferences than the average Evanstonian.

The plan should identify opportunity sites for housing that members of the workforce, including entrepreneurs, and members of the creative economy, can afford. In addition, the plan should identify opportunities to support economic vitality for both residents and businesses. As the economy continues to adapt to advancements in technologies and new ways of engaging in business, the plan should incorporate strategies that aim to ensure workforce participants are properly educated and trained.

Polarization of income and wealth, unequal access to education, and healthcare, in addition to inadequate housing, have resulted in disparities in life expectancy and underlying health inequities among residents of certain census tracts. Access to healthy food, lack of transportation options, limited green space and tree canopy, and other environmental justice issues along with the built environment contribute to poor health outcomes.

3. Institutional Relationships

Evanston's health care and educational institutions offer the City an opportunity to attract and retain an educated and talented workforce that may ultimately choose to live and work in Evanston, furthering building the local economy. The comprehensive plan should acknowledge the need for enhancing mutually beneficial partnerships with these institutions. Land use policies, transportation networks, and utility and energy infrastructure systems identified in the plan should consider these institutions as part of the overall local economy and built environment to create a sustainable and economically sufficient system. Housing assistance program partnerships, public transit assistance, and dining discount programs are potential examples of workforce support

4. Sustainability & Resiliency

Evanston is committed to ending its reliance on fossil fuels and strives to improve resilience to the effects of climate change. Adapting neighborhoods to the human scale will encourage walking, biking, and other modes of transportation that reduce the use of automobiles, and the need for parking. Citywide building and vehicle electrification will take place by 2050. Dramatically increasing waste diversion and improving waste circularity are additional goals of the community. The planning process should recognize, incorporate, and move beyond the goals outlined in the City's Climate Action & Resiliency Plan (CARP). The City is seeking innovative and model approaches to eliminating greenhouse gas emissions and building

community resilience. Concepts centered on environmental justice like promoting walkable neighborhoods, improving air quality, reducing the energy burden, and generally supporting livable communities should be embedded throughout the plan.

5. Sub-area Plans and Overlay Districts

Several neighborhood and sub-area plans that will need to be used to inform the planning process have been developed over the years including but not limited to:

- Evanston Project for the Local Assessment of Needs (EPLAN)
- Climate Action & Resiliency Plan (CARP)
- Preserve2040
- ZoneCo Evanston Zoning Code analysis
- CMAP plans/projections
- 2009 Downtown Plan
- Central Street Corridor Plan
- West Evanston (2006)
- WGI Parking study
- TIF Plans
- Evanston Thrives Retail District Action Plan
- Source Water Protection Plan
- ADA Transition Plan

These plans should be evaluated with City staff to determine how they have been implemented, if at all, over time and what barriers to investment may exist. It is envisioned that these existing area and neighborhood plans and applicable overlay districts would be reviewed and revised with the community and incorporated into the Comprehensive Plan.

6. Implementation Plan & Fiscal Responsibility

The Plan should incorporate implementation strategies that outline how the City will realize the Comprehensive Plan vision and goals. The implementation plan should take into consideration the City's Capital Improvement Program and other policy documents administered by all departments across the City. It should also identify and prioritize opportunities to leverage social capital and investment in the community. The City cannot do this alone. A successful Plan will identify partners to implement specific strategies. The consultant should be prepared to evaluate the City's desire and capacity to maintain existing City-owned properties and infrastructure that support private sector development and necessary functions of City government, specifically as it relates to future land use planning and future acquisition and sale of City-owned properties as required to support the needs and programs that the City offers. This can take many forms, including helping partners, whether transit agencies, non-profit social services providers, and others secure funding that benefits our residents.

Zoning Code

Evanston's Zoning Code needs a complete overhaul and substantial update, which was last done in 1993. Various chapters and sections of the Zoning Code have been updated over the years in response to best practices and specific community concerns or requests. The Zoning Code is now disjointed and outdated and features impractical and inequitable regulations and requires a complete rewrite consistent with the new Comprehensive Plan. The Zoning Map (Chapter 7 of Zoning Code), should be simplified to fewer districts with

regulations that focus on the bulk and appropriate placement of structures rather than density. Adopted in 1993 and amended numerous times in years since, the existing map is complicated with a form-based code, 34 zoning districts, six overlay districts, four local historic districts, and various local historic landmark properties.

It is expected that the new Comprehensive Plan will establish significant visions, goals, policies, and subarea plan changes that will warrant a rewrite of the entire Zoning Code. The new Zoning Code will feature new content, simplified regulations, streamlined processes, and intuitive reorganization. The new Zoning Code will focus on reducing barriers to investment and eliminating exclusionary regulatory practices. The rewrite should occur iteratively throughout the planning process to result in a newly established and functional Zoning Code and Map that are cohesive and adopted concurrently with the new Comprehensive Plan.

The City has experienced an increase in zoning variations and entitlement applications over the years, in part due to the increasing request and adoption of zoning regulations that do not align with the existing built environment or the practical needs of the future. Particular attention should be paid to existing regulations that trigger significant applications for zoning relief, and updated regulations should be suggested based on community feedback and data collected in the planning process. A comparative analysis of the built environment and existing and proposed zoning regulations should be conducted to determine appropriateness.

City staff will provide the successful respondent a line-by-line assessment of the current Zoning Code, with existing sections identified in categories including the following:

- Streamline Process
- Adjust to Best Practice
- Inequity
- Conflicts with Other Provisions
- Reduce Regulations
- Clarification Needed
- Unnecessary Section
- Relocate Section

Each assessment will include staff comments and detailed information including intersectionalities to other code sections, plans, or City and community documents. Staff will also provide a copy of the Inequity Assessment by the League of Women Voters Evanston group and the code analysis recently conducted by ZoneCo to assist with the review. Additional topics and priorities will emerge through the public process and at the direction of the City Council.

2.0 SCOPE OF SERVICES

As described in the Introduction, community engagement must be at the center of the creation and development of both the Plan and the Zoning Code. Phase 2, Public Engagement and Community Goal-Setting, specifically requires special attention to ensure all demographic groups are equitably represented and heard, and must incorporate innovative approaches to public outreach to solicit participation citywide. More specifically,

the City will use Participatory Action Research (PAR)¹ to connect and engage with all segments of Evanston’s population, especially those who are historically underrepresented. These populations include but are not limited to those identifying as Black, Hispanic, Latino, Asian-Pacific Islander (APPI), Asian, indigenous, LGBTQIA+, individuals with disabilities, seniors, youth, individuals who rent their homes, individuals without permanent housing, and all other minority populations living and/or working in Evanston.

Role of Consultant

To accomplish the above, the City requests assistance with the planning, execution, and interpretation of community outreach data, and an assessment of existing City planning and policy documents and regulations and their impact on existing land use patterns, all to create a new Comprehensive Plan and Zoning Code. The City expects the consultant to:

- Assist as identified in the Work Plan with intergovernmental coordination and public outreach;
- Develop outreach materials & distribution methods that reach traditionally underrepresented community members.
- Promote, plan, and hold public engagement meetings, charrettes, and other forms of public outreach events alongside City staff;
- Maintain the project website with outreach event schedules, reporting of outreach event outcomes with accompanying surveys, mapping, and data publication, working outline/draft document publication, and any other functions deemed appropriate of the website according to the Work Plan;
- Analyze and synthesize raw data into “plain talk” findings and recommendations for use in the Plan and the Zoning Code;
- Create data sets and corresponding interactive maps and infographics that will inform policy recommendations and track implementation following the adoption of the Plan and Zoning Code.

Role of the City

The Planning & Zoning Division of the Community Development Department serves as the lead planning team within the City government’s operations, which includes administering and enforcing the Zoning Code and staffing the Land Use Commission, Preservation Commission, and the Planning & Development Committee of the City Council. The Division includes seven staff members:

1. Planning Manager (supervisor of the Division),
2. Zoning Administrator,
3. Neighborhood & Land Use Planner, and
4. four Planners.

As is the case in many municipalities, City staff fulfilling this function of local government more or less are largely doing current planning, as they conduct administrative reviews for “by right” property improvements, process administrative zoning relief and entitlement applications, and process applications requiring public review and determinations. Planning & Zoning staff are well-versed in the City’s current policies and requirements within planning documents and the existing Zoning Code and will support the consultant’s efforts as outlined in the resulting Work Plan.

Select staff within the Planning & Zoning Division will be the primary contacts to the City for the consultant and will work in tandem with the consultant to lead the project through to its completion. The City will generally support the consultant in its work by:

- Providing pertinent City records, existing planning and policy documents, data, and other information as required;
- Facilitating contact with identified parties to obtain needed information and schedule required meetings and public outreach events;
- Facilitating meeting and event scheduling (location, date/time, invitees,) and marketing across a myriad of community engagement opportunities;
- Noticing all meetings per local and state minimum requirements
- Facilitating the build-out of maps and data sets to formulate appropriate policies for the Plan and Zoning Code, and for future use and maintenance by City staff.

Proposals should speak to the execution of the following five (5) phases:

1. Work Plan Development & Finalization
2. Existing Conditions and Policies Assessment
3. Public Engagement and Community Goal-Setting
4. Policy and Draft/Final Document Development
5. Implementation

Phase 1 - Work Plan Development & Finalization

This phase establishes a framework for the project process and timeline by breaking down Phases 2-5 outlined in this request with key dates (month and year), actions, and deliverables to be accomplished for both the Plan and the Zoning Code. The Work Plan should include:

- The existing conditions assessment and literature review;
- Comprehensive list of participants including groups, individuals, and City staff
- Public engagement;
- Interested party engagement;
- Selected City board, commission, and committee engagement;
- Selected City staff review and comments; and
- Plan and Zoning Code draft review and adoption.

The resulting Work Plan shall be subject to review and modification by City staff and agreed upon by City staff and the consultant. The Work Plan shall be finalized and mutually agreed upon by City staff and the consultant before the commencement of Phase 2. Both City staff and the consultant acknowledge that the initial Work Plan as agreed to may require modifications as the project progresses and agree to collaboratively adjust as needed.

Phase 1 Deliverables

- I. **Comprehensive Plan and Zoning Code Work Plan**
- II. **Project website** (draft only; not yet published) - to serve as a communication tool and platform for both City staff and the community. The site must be dynamic, interactive, visually appealing, and simple to navigate. The site must be capable of

updates and hosting by the City after the planning process. The site will be updated frequently by the consultant as the main hub for community engagement throughout the process.

- III. **Any associated appendices** (i.e. Gantt charts; calendars with target meeting dates; timelines with key dates, action items, deliverables deadlines, actors within the project, etc.) to aid in appropriate timelines for the process and the final Plan and Zoning Code.

Due: Signed by both parties within two (2) months of contract execution.

Phase 2 - Existing Conditions and Policies Assessment: Data Collection, Inventory of Existing Plans, Policies, and Regulations, and Initial Interested Party Engagement

This phase should result in a comprehensive inventory and evaluation of existing conditions and trends related to land use, transportation, recreation, health, safety, technology resources, natural resources, cultural resources, facilities, utilities, and other services in the City of Evanston.

Identification of inconsistencies specifically within the Evanston Municipal Code and as they relate to the Zoning Code should be completed, and should also include existing perceptions and opinions from interested groups and individuals representing all demographic groups within the City. The intent of the public engagement portion of this phase is to seek community input regarding the City's existing conditions and comprehensively identify issues and concerns, not to begin to envision the City's future. This should be developed using the relevant steps of the Participatory Action Research (PAR) method.

- I. Existing conditions of the built environment, including but not limited to:
 - A. Land use patterns (in terms of property use and type of structure)
 - B. Infrastructure and transportation networks
 - C. Parks, public facilities, and institutions (private and public)
 - D. Transportation methods and frequency
 - E. Recreation, education, public health, public safety, technology resources, natural resources, cultural resources, facilities, utilities, and other services
 - F. Demographic data analysis including but not limited to: household size and composition; race and gender; age; household income; home ownership and renter population; unhoused population (as attainable); vehicle ownership;
- II. Literature review of local and regional planning and policy documents
 - A. City planning and policy documents
 - B. Zoning Code review with staff annotations and other non-zoning regulations as referenced in the Zoning Code (i.e. Title VII, Public Ways)
 - C. Adopted building codes, amendments, and upcoming releases (ex. 2021 IRC, 2021 IBC, Green Building Ordinance) that relate to or may conflict with the Zoning Code
 - D. Regional planning and policy documents
 - E. Related long-range planning and policy documents of private and public institutions and agencies within City limits
 - F. Zoning application relief/entitlement history from the past 10 years
 - G. Zoning text amendment history from the past 10 years

- III. Case law review of the Zoning Code and provisions requiring repeal or amendment
- IV. Initial meetings with interested parties
 - A. City boards, committees, and commissions as identified by staff
 - B. City community, neighborhood, and business groups/associations
 - C. Private and public institutions and agencies
 - D. Community meetings
 - E. Any other groups and individuals identified

Phase 2 Deliverables

- I. **Existing Conditions, Policies, and Impact Assessment.** This should be a report describing existing conditions as determined by the data and literature review documents that identify both strengths and areas in need of action and improvement. The following should be included as appendices:
 - A. Complete datasets of demographics, land use patterns, transportation networks, use data, etc. demographic data analysis understanding potential population changes, housing market changes and projections, economic changes, and other identified factors. Use statistically valid survey results (data in appropriate original file format, analysis, etc.)
 - B. In the housing element, assess the age, value, occupancy characteristics, and density of the City's housing stock. Assess locations where infill development and adaptive reuse opportunities are feasible. In particular, identify policies and programs that promote the availability of land for the development or redevelopment of housing for all income levels.
 - C. Impact and resulting externalities of City policies, plans, and regulations on the built environment (land use type, structure type, transit access, public improvements, etc.)
 - D. Impact and resulting externalities of City policies, plans, and regulations on demographic distribution by race, age, gender, household size, household income, home ownership vs. renter-occupied, vehicle ownership, etc.
 - E. Impact and resulting externalities of City policies, plans, and regulations on surrounding natural resources, parks, and infrastructure systems
 - F. Impact and resulting externalities of institutional land uses, including but not limited to: Northwestern University, St. Francis, Evanston Hospital, public school districts, etc.)
 - G. Associated tables and GIS shapefiles
 - H. List of federal, state, and appellate court cases used to inform needed updates within the Zoning Code
 - I. Relevant best practice resources and white papers and policy and planning documents
- II. **Interactive Comprehensive Plan Mapping Tool - Initial Launch.** A series of flexible map layers and related resources that allow staff and community members to prepare and forecast flexible, adaptive, and resilient land use and infrastructure plans that consider environmental, social, and economic development, redevelopment, and revitalization changes in the City. The mapping tool should enable scenario planning with three-dimensional modeling capability, a user-friendly dashboard, and built-in reporting functionality, and should be embedded within the project website and be able to be used for the development of the Plan and the Zoning Code

- III. **Community Perception Assessment.** This should be a report of both qualitative and quantitative findings resulting from the public outreach and engagement completed in Phase 2 that identifies issues and concerns. The information should be synthesized into constructive key takeaways from the community as a whole, in conjunction with takeaways specific to demographic groups and geographic areas.

Due: Within the timeframe agreed upon in the Work Plan.

Phase 3 - Public Engagement, Citizen Planner Training, & Community Goal-Setting

This phase should build upon the initial public engagement conducted in Phase 2, with the focus areas of discussion informed by the Community Perception Assessment and Existing Conditions, Policies, and Impact Assessment. The steps within this phase should follow those outlined in the PAR method.

This phase should also serve as an opportunity to educate the community about urban planning, its history and relationship to Evanston, and the historical function– and impacts– of zoning within cities and neighborhoods. The education component of this Phase is critical as it will give those participating in this project an understanding of how the Plan and Zoning Code can either help or hinder their vision for Evanston’s future.

Community engagement methods may include in-person town halls, virtual town halls, open houses, charrettes, neighborhood and ward meetings, focus groups, pop-up events, existing community events, stakeholder meetings, etc. Reinforcing the City’s equity commitment, all public meetings must deploy the best efforts to invite all community members and facilitate in a way that incorporates input from a broader base of Evanston, to balance input from individuals who tend to dominate public input in traditional settings with those that historically do not participate. All surveys and other written facilitation methods and tools must be readily accessible to all community members throughout the city, including in multiple languages and formats. As a tool for framing the conversation about Evanston’s future, the project team will be expected to present and facilitate constructive discussion with the various groups.

Below are the expectations for this phase:

- I. Identify participant groups and individuals beyond interested party lists developed by City staff, and work outward as recommended in the PAR method.
- II. Develop innovative and accessible strategies to conduct outreach and solicit participation in partnership with City staff and all identified/interested parties.
- III. Incorporate multilingual communications in all public outreach and in also all sessions and events to ensure the community engagement process is accessible to all populations.
- IV. Prepare a monthly progress report for public distribution that summarizes discussion outcomes at community engagement sessions and events and any surveys as applicable.
- V. All outreach, events, sessions, meetings, etc. shall not be limited to regular business hours to ensure all identified groups are adequately represented.

Phase 3 Deliverables

- I. **Comprehensive Plan Vision Statement, Goals, and Objectives.** The consultant shall prepare a draft Vision Statement with supporting Goals and Objectives of the Comprehensive Plan that reflect the findings of Phase 1 and Phase 2. This document will be prepared with professional feedback from the Planning & Zoning Division and subsequently presented to selected City boards, committees, commissions, and the City Council, for initial review and comments. Modifications will be made following this initial review and before the commencement of Phase 3. This will serve as the framework for the full Plan as it develops.
- II. **Zoning Code & Map Guiding Principles.** The consultant shall prepare a Guiding Principles document that reflects the findings of Phase 2 and Phase 3. This document will be prepared with professional feedback from the Planning & Zoning Division and subsequently presented to selected City boards, committees, commissions, and the City Council for initial review and comments. Modifications will be made following this initial review and before the commencement of Phase 4. This document is not intended to be codified verbatim in the new Zoning Code but instead is intended to provide the consultant a foundation with which to use to inform the complete rewrite and map. The proposed Zoning Code type and how it aligns with the Guiding Principles of the Plan (i.e. form-based, Euclidean, etc.) should be identified at this time. This will serve as the framework for the new Zoning Code as it develops.
- III. **Interactive Comprehensive Plan Mapping Tool** - This deliverable should build upon the framework, base maps, and initial data from Phase 2, with further mapping and data visualization based on community engagement results, and also with interactive features for use by City staff and the public.
- IV. **Appendices** that include: qualitative and quantitative raw data related to any surveys; qualitative and quantitative raw data and records from all community engagement meetings, sessions, and events documenting the outcome and findings; any graphics, tables, charts, and graphs, that summarize the findings of the surveys and community engagement.
- V. **Video and audio recordings** (as applicable) that capture community engagement events, individual interviews, focus groups, etc.

Due: Within the timeframe agreed upon in the Work Plan.

Phase 4 - Development and Drafting of the Plan and the Zoning Code

Upon completion of Phase 3, the consultant should have the information and tools needed to prepare outlines and ultimately the draft language for the Plan and the Zoning Code. For both documents, the City is open to innovative approaches concerning chapters and organization.

Comprehensive Plan

At a minimum, the Plan should contain the following:

- Vision Statement, Goals, and Objectives as determined in Phase 2
- Community History and Community Context in the Region
- Community Profile
- Community Engagement Strategy and Results

- Analysis of Previous Planning Documents
- Organization of Document/Plan Methodology
- Other identified sections give an introduction to the plan, an understanding of its purpose, and guidance for its use.

In addition to the above, the Plan should provide specific policy directives and best practices that align with the findings of Phase 2 and 3 deliverables and support the Vision Statement, Goals, and Objectives.

Resulting policy directives and best practices should cover the following topics, and be discussed either in stand-alone chapters and/or woven throughout the Plan. These topics below are not exhaustive and should be further developed and prioritized based on the outcome of the community engagement process. The recommended directives should consider the potential impact on marginalized communities and public health implications, ensure no future harm is caused, and that redress to these communities is made.

- **Existing and Future Land Uses:** Geographic breakdowns of the City into subareas and defined neighborhoods are needed, based on the data and community input collected. Recommendations to sustainably and equitably maintain and develop each subarea and neighborhood in appropriate ways specific to each defined area must be included. Areas include, but are not limited to:
 - Downtown
 - Residential neighborhoods
 - Commercial districts - automobile-oriented
 - Business districts - neighborhood oriented
 - Transitional districts (industrial + mixed-use + residential) neighborhoods
 - Institutional areas (Northwestern campus and off-campus, hospital sites and associated medical areas, neighborhood school boundaries, etc.)
 - Opportunity sites within and/or adjacent to identified subareas and neighborhoods
- **Open and Green Space:** This should identify existing public lands for preservation and any properties where new public open space may be added feasibly. The Plan must offer recommendations for protecting, preserving, and resuscitating the City's natural resources. This should also identify underutilized public lands and passive greenspace to assess if other land uses are more appropriate. This assessment should include, but is not limited to:
 - Lakefront including parks, beaches, paths, and accessory needs of these areas
 - Parks and recreational facilities such as playgrounds, outdoor sports courts, and fields, pavilions, splash pads, gardens, plazas, etc.
 - Community centers and associated open spaces/facilities
 - Passive and underutilized parkland
 - Forest Preserve property
 - Greenways along and within the public right-of-way, including City-owned areas and those under other jurisdictions such as the Metropolitan Water Reclamation District (ie. North Shore Channel Green Belt)

- **Transportation Systems:** This should identify existing transportation systems, their relationship to the immediate area, the City as a whole, and the region, and recommendations to strengthen and enhance these systems sustainably and equitably. Although Evanston features three Metra (commuter rail) and nine 'L' (light elevated rail) stops, some areas of the City are not adequately or proportionally served by the existing systems and perpetuate regional inequality. The City is served by the following transportation agencies, networks, and transit systems:
 - Regional Transit Authority (PACE Bus, Metra commuter rail, Chicago Transit Authority elevated light rail and bus)
 - Divvy (bike sharing in conjunction with Lyft)
 - Car sharing
 - Street, sidewalk, pedestrian path, bike path, and protected/unprotected bike lane network
 - Potential sub-topics to consider are:
 - Evaluation of the City's existing road network hierarchy
 - City-owned right-of-way that should be enhanced for multi-modal transit and how to do so
 - Evaluation of future street connections (grid build-out) with consideration of non-personal vehicle alternatives
 - Solutions for reimagining neighborhoods near transit stations/stops that were initially developed for single-family households and urban commuters, including but not limited to transit-oriented development
 - Accessibility for all City residents, with special attention paid to street design for children, lower-income residents, differently-abled residents, older adults, and other vulnerable populations
 - Integrate transportation recommendations with land-use strategies
 - Examine the impacts of technological innovation, including electric and autonomous vehicles and charging infrastructure for both public and private facilities
 - Forecast how the shift toward electric vehicles may affect the current and future built environment and recommendations to facilitate sustainable transportation
 - Review of Title 7 (Public Ways) as it relates to the Plan and Zoning Code and recommend changes that align with the above

- **Housing:** Consideration of equitable and sustainable growth that improves the quality of life for existing residents, provides alternative and attainable housing for those in need of permanent housing, as well as housing that attracts new members to the community should be made. Standards, plans, and principles for new and existing residences that promote and prioritize choice, diversity, and affordability to meet the needs of the City's workforce and resident population, with special consideration for lower-income, older-adult, aging-in-place, and differently-abled residents. Specific recommendations that address the following at a minimum should be incorporated:
 - The relationship between lot size requirements, housing type, bulk, height, and parking requirements for residential and mixed-use properties;
 - Economic and racial integration of neighborhoods;
 - Quantifiable goals for proportional distribution of affordable housing City-wide by certain dates;

- Variety of housing types to meet anticipated market demand as identified in Phase 2;
- Housing impediments within existing City policies and codes identified in Phase 2.

All recommendations should balance accommodation for new residents with preserving the quality of life for existing residents, and also take into consideration the City's Inclusionary Housing Ordinance (Chapter 5-7 of the Evanston Municipal Code).

- **Climate resilience and sustainability:** The City's 2018 Climate Action and Resilience Plan (CARP), should be referenced and its policies and recommendations should be incorporated throughout and inform the contents of the Plan to achieve the City goal of a carbon-neutral community by 2050.
- **Historic preservation:** The Preservation Commission's Preserve 2040 Plan and its specific policies and recommendations should be referenced and incorporated throughout. Consideration should be given to Evanston's existing historic properties and the embodied energy they retain while balancing the need for additional housing, and adaptive reuse of historically significant buildings. Consideration of expanding existing local historic districts and/or the addition of new districts should be made.
- **Cultural arts and entertainment:** Evanston is home to Northwestern University, a Big Ten institution, as well as various arts and cultural venues and groups and specific niche arts neighborhoods (Hill Arts District, Florence/Greenleaf Arts District) and entertainment areas (Church Street Plaza). The Plan should include estimates of the cultural and economic value of Evanston's entertainment market. Further, the City requires methods for expanding cultural opportunities in underserved neighborhoods and communities.

Zoning Code

The City encourages innovative and cutting-edge approaches to the new Zoning Code to ensure the Code serves as a practical, equitable, and legally defensible implementation tool of the Plan. The existing Code is primarily Euclidean-based, with some elements and overlay zoning districts that attempt to incorporate form-based regulations. The City will provide the consultant with a staff-annotated audit of the existing Zoning Code, an Inequity Assessment by the League of Women Voters of Evanston, and a code analysis recently conducted by ZoneCo. For the narrative assessment of the issues with the Code, please refer back to the Introduction of this RFP. The new Zoning Code at a minimum should address and/or incorporate the following elements: Modernization of the code that contemplates current and future technological and societal advancements that affect uses such as internet-based businesses, delivery-based businesses, active storefronts, brick-and-mortar retail decline, electrified transportation, etc.

- Equitable update to density limitations in all districts that allow residential uses to instead focus on appropriate structure bulk and location.
- Expansion of temporary use regulations to contemplate flexibility due to public health emergencies, recessions, and other community hardships or celebrations.

- Review and updating of Transit Oriented Development (TOD) regulations including extensive multimodal options and best practices related to parking requirements and density requirements to encourage the declining use of the automobile within the community and further alignment with CARP goals.
- Review of existing zoning definitions (Chapter 18) with updates, additions, and clarifications for use definitions, and removal of many outdated and conflicting definitions.
- Identify opportunities to preserve properties that may be considered historic due to a variety of factors, including but not limited to the property and/or structure being a local landmark, the property and/or structure being within a local historic district, the property and/or structure's cultural and/or community significance, etc.
- Review of the existing and addition of more zoning requirements to achieve Climate Action and Resilience Plan (CARP) goals including requirements for EV charging stations, indoor bicycle parking, Divvy (bike-share) stations, solar panels, and reduced vehicular parking requirements.
- Complete a constitutional review of the code by a Land Use expert to ensure the proposed language is legally sound and consistent with current case law and with federal, state, and local laws. Particular attention should be paid to the Definition of Family and related Occupancy of Dwelling Units (Chapter 4), and the Signage regulations (Chapter 19).
- Consider substantial modification to or elimination of certain overlay districts including but not limited to the oRE Residential Estate Overlay (defunct), oDM Dempster-Main Overlay (defunct), oRD Redevelopment Overlay, oH Hospital Overlay, and/or simplification of form-based codes (oWE West Evanston Overlay, oCSC Central Street Overlay).
- Consider where guidelines should be updated or created as policy documents that are required by code with binding regulations (Chapter 17) such as a Manual of Design Guidelines, Manual of Design Guidelines for Planned Developments, Parking Area Guidelines, Landscaping Guidelines, etc.
- Review of amenity/accessory needs at large-scale multifamily or mixed-use buildings including package delivery, ride-sharing/car-sharing, EV charging stations, bicycle rooms, and other built-in spaces/infrastructure that ensure successful use of such buildings for current and future occupants and reduced impact for the rest of the community.
- Establish a codified system for quantifying different public benefits for Planned Developments or other requests seeking zoning relief.
- Review all boards, committees, and commissions that are regulated or feature processes within the Zoning Code (Land Use Commission, Preservation Commission, Design & Project Review Commission) and identify updates to codified processes such as public notification requirements, potential inequities, ways to streamline and promote collaboration, and clear expectations to applicants/the public.
- Evaluation of Plat of Subdivision requirements and process to update to best practices, and eliminate inconsistencies throughout all areas of the City Code, particularly to achieve continuity within Title 4 (Building Regulations), Title 6 (Zoning Code), and Title 7 (Public Ways).
- Elimination of the Appendix to the Zoning Code. Much of the current Appendix is outdated and does not align with the rest of the Zoning Code. A significant portion of the Appendix should be de-codified and appropriated administratively via policy. The

remaining relevant information should be incorporated into the main chapters of the new Zoning Code.

Phase 4 – Deliverables

- I. **Draft Comprehensive Plan** - to be published as a PDF and available on the project website. The draft Plan should be in both English and Spanish.
- II. **Draft Zoning Code** - This should be the text and any infographics or illustrations to facilitate the application and interpretation of the Code. The draft Code should be in both English and Spanish
- III. **Draft Zoning Map** - This should be the draft Map to rezone the entire City, including overlay districts and local historic districts
- IV. **Interactive Comprehensive Plan Mapping Tool** - As part of the public outreach, the mapping tool should evolve to reflect the recommendations of the Plan and show how the Plan will be implemented via the Draft Zoning Code and Zoning Map.

Phase 5 - Implementation

Upon completion of Phase 4, the consultant shall facilitate the public release of the final City Council-approved Comprehensive Plan, Zoning Code, Zoning Map, and interactive mapping tool. The adopted Plan should be provided in both English and Spanish and made available in a variety of formats.

- I. Provide Preliminary Draft Comprehensive Plan and Preliminary Draft Implementation Plan to the Land Use Commission, revise as needed. Attend public hearings as needed to present documents and receive feedback.
- II. Present the Final Draft of the Comprehensive Plan to the City's Land Use Commission for consideration of a recommendation to the Planning & Development Committee of the City Council.
- III. Finalize Comprehensive Plan documents, the Zoning Code, and Zoning Map, and present to the City Council's Planning & Development Committee and the full City Council.
- IV. Deliver all Plan Materials to staff within 30 days of adoption and final approval by the City Council.

Phase 5 – Deliverables

- I. **Final Comprehensive Plan** (inclusive of Implementation Sections). The adopted Plan should include all applicable inserts and contain an appropriate mix of text, charts, and graphics to convey findings and recommendations. The format shall in digital PDF and Microsoft Word format for City use. The adopted Plan should be in both English and Spanish.
- II. **Final Zoning Code**. The adopted Code should include all applicable charts, graphics, and other inserts to accurately depict the Code for its daily application and use by City staff. The format shall in digital PDF and Microsoft Word format for City use. The adopted Zoning Code should be in both English and Spanish
- III. **Final Zoning Map**. The adopted Map should be in full color and show the level of detail in current Maps at a minimum. The format shall in digital PDF and Microsoft Word format for City use. The adopted Plan should be in both English and Spanish
- IV. **Implementation Dashboard**. **The City is currently working to develop dashboards to track implementation of various planning documents.** The

dashboard will be used by City staff and the public to “plugin” and develop ideas for forecasting as well as to input new development, housing units, businesses, subdivisions, and changes to the street grid as they are approved and constructed over time to track progress towards implementation of the plan goals, objectives, and metrics.

- V. **Interactive Comprehensive Plan Mapping Tool - Final Launch.** The final version should be evolved to reflect the approved Plan and allow City staff to model, index, calculate and plan equitable and sustainable future land use and infrastructure opportunities for development, redevelopment, and revitalization.
- VI. **Implementation Strategy.** Adoption of the Plan represents a new beginning. The Plan document is not the deliverable, the actions within it are. The City Council's adoption of the Plan is a validation of its recommendations and inherently a direction to staff and community partners to implement them. The implementation strategy should:
 - A. Describe the organizational structure and process that will be used to ensure the action plan items are implemented. Focus should be given to collaboration opportunities with other organizations and strategies to ensure continued support of Plan participants. The City Manager's office and the department directors will be responsible for leading the implementation, assigning staff, identifying external partners, and/or hiring new staff.
 - B. 100-day, 1-year, 2-year, 5-year, and 10-year Action Plans shall be developed to include no-cost or very low-cost actions and organizational steps needed to keep the momentum going. It should encourage continuous shareholder involvement and shared responsibility for the Plan's success. Action items should align with City Council's adopted priorities within the Plan.
 - C. Funding for the implementation of the action plan items will come from several sources and processes requiring varying levels of time. Capital Improvement Program (CIP) funding requires the longest lead time and is often dependent upon bonding, Tax Increment Financing (TIF), and annual general fund. Some recommendations will require funding from other entities such as District 65 or 202. Others will require State, Federal, and County participation. Private partnerships with the development community are likely in existing or future TIF or to be created economic development funding initiatives.
 - D. An evaluation process used to monitor plan implementation and update the Implementation Strategy every five years (or more often if needed) should be identified.
- VII. **All other data, GIS shapefiles, etc. in all formats** as collected throughout the Plan development for City records.

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
- list of subcontractors, if any, to work with the firm and their corresponding contact information as listed above in this section 4.0(A)

B. Qualifications and Experience of Firm and/or Team

All respondents shall describe other contracts (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 five years.

- The respondent must provide relevant professional certifications held by professional staff persons, who would be assigned to the project team and Area/Regional Manager(s) as applicable.

- The respondent must provide references, including name, address and telephone number of a contact person for each project identified and described.
- Indicate commencement dates, duration and type of operation.
- Provide a list of all Municipal clients in Illinois.
- Any subcontractors shall also provide the information as listed above in section 4.0(B)

C. Area/Regional Manager(s)

Clearly identify the professional staff person(s) who would be assigned as your Area/Regional Manager(s) and provide resumes. The proposal should indicate the abilities, qualifications, and experience of these individuals. Subcontractors' Area/Regional Manager(s) must also provide this information.

D. Fees

Provide a copy of your fees/prices (see page 32). Please also include fees for overages or add-ons, if any may be anticipated.

E. Contract

The City has attached its standard contract in Exhibit J (see page 47– 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

- A. Preliminary Scope of Work/Work Plan.** This should include a high level gantt chart showing the anticipated timeline (specific to month/year dates, i.e. April 2024) and number of hours anticipated to complete the respondent’s Project Approach broken out by assigned consultant/subconsultant staff. Information within the preliminary scope of work/work plan should include a breakdown of the phases described within this RFP; mapping, technology, and resources the respondent has at its disposal to fulfill the Scope of Work within Section 2 and when during the project the respondent proposes to use them; key actors within the respondent’s firm and any sub-contractors and their roles identified.

6.0 M/W/D/EBE GOALS

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

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. Qualifications and Expertise
- B. Project Approach
- C. Price
- D. Organization and Completeness of Proposal
- E. Willingness to Execute the City of Evanston's Professional Services Agreement
- F. M/W/D/EBE 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.....	<u>April 6, 2023</u>
2. Non-mandatory Pre-Proposal Conference.....	<u>April 17, 2023</u>
3. Last Day to submit questions.....	<u>April 20, 2023</u>
4. Final Addendum Issued.....	<u>April 27, 2023</u>
5. RFP Submission Due Date.....	<u>May 16, 2023</u>
6. Interviews.....	<u>TBD</u>
7. City Council Award of Contract.....	<u>TBD (Target of July 2023)</u>
8. Contract Effective.....	<u>TBD (Target of July 2023)</u>

10.0 QUESTIONS REGARDING RFP

All questions related to this RFP should be submitted in writing to Linda Thomas, Purchasing Specialist at lithomas@cityofevanston.org with a copy to Katie Ashbaugh, AICP, Planner, at kashbaugh@cityofevanston.org.

11.0 GENERAL TERMS AND CONDITIONS

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. Term

The contract is for a period not to exceed 36 months or 3 years from the date of execution by the City Manager and the awarded firm. The City may terminate a contract for either cause or convenience.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 any way 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.

14. 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.

15. 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.

16. 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.

INSERT PRICE/COSTS FORMS

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

CITY OF EVANSTON M/W/D/EBE POLICY

A City of Evanston goal is to provide contracting and sub-contracting opportunities to Minority Business Enterprises, Women Business Enterprises, Disadvantaged and Evanston Business Enterprises. The goal of the Minority, Women, Disadvantaged and Evanston Business Enterprise Program (M/W/D/EBE) is to assist such businesses with opportunities to grow. To assist such growth, the City's goal is to have general contractors utilize M/W/D/EBEs to perform no less than 25% of the awarded contract.

Firms bidding on projects with the City must work to meet the 25% goal or request a waiver from participation. It is advised that bidders place advertisements requesting sub-contractors and that they email or contact individual firms that would be appropriate to partner in response to the project. For samples of possible advertisements, see the City of Evanston's Business Diversity Section <http://www.cityofevanston.org/business/business-diversity/> ([Sample Advertisement](#)). If you request a paper copy of the additional documents, it will be available free of charge from the Purchasing Office, 2100 Ridge Road Suite 4200, Evanston, IL 60201.

If a bidder is unable to meet the required M/W/D/EBE goal, the Bidder must seek a waiver or modification of the goal on the attached forms. Bidder must include:

1. A narrative describing the Bidder's efforts to secure M/W/D/EBE participation prior to the bid opening.
2. Documentation of each of the assist agencies that were contacted, the date and individual who was contacted, and the result of the conversation (see form)
3. A letter attesting to instances where the bidder has not received inquiries/proposals from qualified M/W/D/EBEs
4. Names of owners, addresses, telephone numbers, date and time and method of contact of qualified M/W/D/EBE who submitted a proposal but was not found acceptable.
5. Names of owners, addresses, telephone numbers, date and time of contact of at least 15 qualified M/W/D/EBEs the bidder solicited for proposals for work directly related to the Bid prior to the bid opening (copies must be attached).

If a bidder is selected with a Sub-contractor listed to meet the M/W/D/EBE 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 M/W/D/EBE 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/> ([MWDEBE Monthly Utilization Report](#)).

EXHIBIT G

M/W/D/EBE PARTICIPATION COMPLIANCE FORM

I do hereby certify that

_____ (Name of firm) intends to participate as a Subcontractor or General Contractor on the project referenced above.

This firm is a (check only one):

_____ Minority Business Enterprise (MBE), a firm that is at least 51% managed and controlled by a minority, certified by a certifying agency within Illinois.

_____ Women’s Business Enterprise (WBE), a firm that is at least 51% managed and controlled by a woman, certified by a certifying agency within Illinois.

_____ Disadvantaged Business Enterprise (DBE), a firm that is at least 51% managed and controlled by a disadvantaged, certified by a certifying agency within Illinois.

_____ Evanston Based Enterprise (EBE), a firm located in Evanston for a minimum of one year and which performs a “commercially useful function”.

Total proposed price of response \$ _____

Amount to be performed by a M/W/D/EBE \$ _____

Percentage of work to be performed by a M/W/D/EBE _____%

Information on the M/W/D/EBE Utilized:

Name _____

Address _____

Phone Number _____

Signature of firm attesting to participation _____

Title and Date _____

Type of work to be performed _____

Please attach:

1. Proper certification documentation if applying as a M/W/DBE and check the appropriate box below. This M/W/DBE will be applying with documentation from:

- Cook County State Certification
- Federal Certification Women’s Business Enterprise National Council
- City of Chicago Chicago Minority Supplier Development Council

2. Attach business license if applying as an EBE

EXHIBIT G

M/W/D/EBE UTILIZATION SUMMARY REPORT

The following Schedule accurately reflects the value of each MBE/WBE/DBE/EBE sub-agreement, the amounts of money paid to each to date, and this Pay Request. The total proposed price of response submitted is _____.

MBE/WBE/DBE/EBE FIRM NAME	FIRM TYPE (MBE/WBE /DBE/EBE)	SERVICES PERFORMED	AMOUNT OF SUB- CONTRACT	PERCENT OF TOTAL CONTRACT AMOUNT
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
TOTAL			\$	

EXHIBIT H

M/W/D/EBE 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 this M/W/D/EBE participation goal
for the following reason(s):

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

_____ 1. No M/W/D/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/D/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/D/EBE participation is impracticable.

Please provide a written explanation of why M/W/D/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/D/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/D/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

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 J

Consultant Certification and Verification

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:

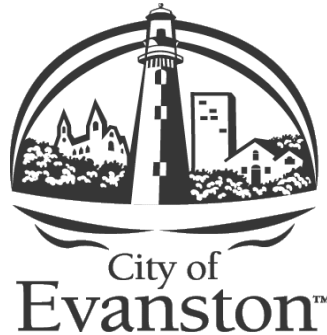
By _____

Its: _____

FEIN Number: _____

Date: _____

EXHIBIT J



CITY OF EVANSTON PROFESSIONAL SERVICES AGREEMENT

The parties referenced herein desire to enter into an agreement for professional services for
City of Evanston Comprehensive Plan & Zoning Code
("the Project")

RFP Number: 23-32

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 No. 23-32 (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; 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, 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.

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.

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:

The illegality of sexual harassment;

- A. The definition of sexual harassment under State law;
- B. A description of sexual harassment utilizing examples;
- C. The Consultant's internal complaint process including penalties;
- D. 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
- E. 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.

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: _____

Luke Stowe

Its: _____

Its: City Manager

FEIN Number: _____

Date: _____

Date: _____

Approved as to form:

By: _____

Nicholas E. Cummings

Its: Corporation Counsel

Revision: March 2023

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 #23-32 (Exhibit B) and Consultants Response to Proposal
(Exhibit C)

Dated: _____

EXHIBIT K

PROPOSAL BOND SUBMITTAL LABEL (If Applicable)

SUBMITTAL NUMBER: _____

SUBMITTAL NAME: _____

SUBMITTAL DUE DATE/TIME: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY TELEPHONE #: _____

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.
Add additional government agencies below for \$25 per County,
Statewide and National subscriptions available.

My Subscriptions  [0]

Nation (0)

States (0)

Counties (0)

		Your Current Rate
Total	(0 subscriptions)	\$0/year

Proceed to Checkout

Skip for Now



SIGN UP

Visit www.demandstar.com





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

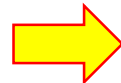
* indicates required fields

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) ✓



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.
