

CITY OF EVANSTON

SPECIFICATIONS AND BID DOCUMENTS
Commodity Purchases

BID NUMBER: 23-44
For

Granular Materials

July 20, 2023



BID DUE DATE: 2:00 P.M., Tuesday, August 15, 2023

VIRTUAL BID OPENING: 2:15 P.M., Tuesday, August 15, 2023
Google Meet ID:
meet.google.com/erk-vjyw-pza
Phone Numbers:
(US)[+1 617-675-4444](tel:+16176754444)
PIN: 491 020 418 0044#

BID BOND: 5% of Contract Amount

CONTRACT PERIOD: Contract award through December 31, 2024

ELECTRONIC BID SUBMITTAL:

Bid responses will only be accepted electronically
via E-bidding through DemandStar (WWW.DEMANDSTAR.COM)
**It is highly recommended that new DemandStar users complete the account
setup process prior to project due date/time.**

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CITY OF EVANSTON

NOTICE TO BIDDERS

Bids will be received by the City's Purchasing Office until 2:00 P.M. local time Tuesday, August 15, 2023, and will be publically read virtually via Google Meets at 2:15 P.M. Interested parties can use the following link: meet.google.com/erk-vjyw-pza or join by phone 617-675-4444 PIN: 491 020 418 0044# to access the virtual bid opening. 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. Bids shall cover the following:

Granular Materials **Bid Number: 23-44**

The Contractor shall provide, at a minimum, the following work:

- Provide and deliver bulk granular materials to the Public Works Agency Department in Evanston.
- Fulfill all items and requirements listed in the General Conditions and Technical Specifications.
- Perform any and all additional work, as required by the Director of Public Works, for the unit costs indicated on the Bid Sheet.

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

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

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

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

Linda Thomas
Purchasing Specialist

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

1. ON-LINE NOTIFICATION OF SOLICITATIONS

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

2. SUBMISSION OF BIDS

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

3. PREPARATION OF BIDS

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

4. SIGNING OF BIDS

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

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

5. CONSIDERATION OF BIDS

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

6. WITHDRAWAL OF BIDS

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

7. ERRORS IN BIDS

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

8. ADDENDA

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

9. RESERVED RIGHTS

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

10. AWARD

It is the intent of the City to award a contract to the lowest responsible Bidder meeting specifications. The City reserves the right to determine the lowest responsible Bidder on the basis of an individual item, groups of items, or in any

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

11. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

12. INCONSISTENCIES AND OMISSIONS

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

13. CONDITIONS

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

14. VERIFICATIONS OF DATA

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

15. SPECIFICATIONS

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

16. SAMPLES

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

17. REGULATORY COMPLIANCE

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

18. PRICING

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

19. DISCOUNTS

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

20. INSPECTION

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

21. BIDS AND PLAN DEPOSITS

- A. When required on the cover sheet, all bids shall be accompanied by a bid deposit in the amount specified. Bid deposits shall be in the form of cash, a certified check, or cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to the City of Evanston. Bid Bonds are also acceptable. All bids not accompanied by a bid deposit, when required, will be rejected.
- B. Within twenty (20) days after the bid date the City will return the bid deposits of all

but the three (3) lowest qualified Bidders, whose deposit will be held until contract award or at the expiration of the sixty (60)-day or ninety (90)-day period for bid award.

- C. The bid deposit of the successful Bidder will be retained until contract documents have been executed and the Contractor has submitted all the required information. Failure to comply with the terms of this specification may be cause for forfeiture of said deposit.
- D. When required, plan deposits will be refunded should the plans be returned in good condition within ten (10) days of the bid opening.

22. DISPUTES

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

23. CATALOGS

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

24. TAXES

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

25. PERMITS & FEES

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

26. LOCAL PREFERENCE POLICY

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

27. POWER OF ATTORNEY

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

28. WARRANTY

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

29. INCURRED COSTS

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

30. VARIANCES

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

31. INDEMNIFICATION

- A. The awarded Bidder/Contractor shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Contractor or Contractor's

subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

- B. Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Contractor shall be liable for the reasonable costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*
- C. At the City Corporation Counsel's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Project by Contractor must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.
- D. To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Illinois Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

32. DEFAULT

Time is of the essence as to the awarded contract and, of delivery or acceptable items or rendering of services is not completed by the time promised, the City reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with all losses incurred. The City shall be entitled to recover its attorney's fees and expenses in any successful action by the City to enforce this contract.

33. GOVERNING LAW

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

34. EQUAL EMPLOYMENT OPPORTUNITY

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

regulations for Public Contracts.

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

35. DISCREPANCIES AND OMISSIONS

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

36. COMPLIANCE WITH LAWS

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

37. QUALIFICATION OF BIDDERS

- A. All bidders must be qualified in accordance with the instructions, procedures and methods set forth in this specification.

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

38. COMPETENCY OF BIDDER

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

39. PREFERENCE TO CITIZENS

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

GENERAL CONDITIONS

1. BASIS OF AWARD

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

2. BIDS

A. UNIT PRICE BID

1. The Bidder is to submit a unit price bid for each bid line on the Bid Form which includes all costs incidental to performing the specified work.

2. It is understood and agreed that the unit quantities given in the supporting pages are approximate only and the Bidder shall verify these quantities before bidding as no claim shall be made against the City on account of any excess or deficiency in the same.

3. Unit prices given in the supporting pages shall be used by the Owner and the Contractor for any subsequent changes in the contract.

4. The quantities provided in the bid documents are approximate only and are subject to increase or decrease. Actual compensation to the CONTRACTOR shall be based upon the actual quantities multiplied by the unit prices bid for each item. The unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of additions and deductions and for the purpose of determining the lowest BIDDER. Should there be a discrepancy between the gross sum bid and that bid resulting from summation of quantities multiplied by their respective unit prices, the latter shall apply.

3. QUANTITIES

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

4. CONTRACT TERM

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

5. PURCHASE ORDER/CONTRACT

A. Upon approval of the required bonds and insurance documents, the City will issue a Purchase Order to the Contractor for the contract amount. All Applications for Payment must reference the Purchase Order number.

- B. When it is necessary to issue a Change Order that increases/decreases the contract amount, a Change Order form will be issued and a modified Purchase Order will be issued reflecting the revised contract amount.
- C. When it is necessary to issue a Change Order that only increases/decreases the contract period, only a Change Order form will be issued establishing the revised contract period.
- D. Upon Award the contractor shall execute the Contractor Services Agreement.

6. PAYMENT

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

7. CHANGES IN WORK

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

- D. Whenever the quantity of any pay item as given in the proposal shall be increased or decreased, payment shall be made on the basis of the actual quantity completed at the unit price for such pay item named in the proposal.

8. CITY'S RIGHT TO TERMINATE CONTRACT

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

9. LIENS

- A. Neither the final payment nor any part of any retained percentages, shall become due until the contractor, if required, delivers to the City, a complete release of all liens arising out of this contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed. If any lien remains unsatisfied after all payments are made the contractor shall refund to the City all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and attorney's fees.

10. SEPARATE CONTRACTS

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

11. PREVAILING WAGE – NOT APPLICABLE

- A. Prospective Bidders shall thoroughly familiarize themselves with the provisions of the above-mentioned Act and shall prepare any and all bids/bids in strict compliance therewith.
- B. All contractors and subcontractors on public works projects ***must submit certified payrolls*** on a monthly basis to the City, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.
- C. The certified payroll record must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.
- D. All certified payrolls shall be submitted in electronic format, preferably a PDF file.

- E. As a condition of receiving payment, Contractor must (i) be in compliance with the Agreement, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services). Contractor is responsible for contacting the Illinois Dept. of Labor 217-782-6206; <http://www.state.il.us/Department/Index/HTM> to ensure compliance with prevailing wage requirements), (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the City upon request.

12. CONTRACTOR REQUIREMENTS

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

13. EXTENSION OF TIME

- A. Delays due to causes beyond the control of the contractor other than such as reasonable would be expected to occur in connection with or during the

performance of the work, may entitle the contractor to an extension of time for completing the work sufficient to compensate for such delay. No extension of time shall be granted, however, unless the contractor shall notify the City in writing thereof, within ten (10) days from the initiation of the delay and unless he shall, within ten (10) days after the expiration of the delay, notify the City in writing of the extension of time claimed on account thereof and then only to the extent, if any, allowed by the City.

14. DEFAULT

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

15. USE OF PREMISES

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

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

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

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

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

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

TECHNICAL SPECIFICATIONS

1. DELIVERY LOCATIONS

Granular material will be delivered to the locations listed below.

LOCATION	ADDRESS
Public Works Agency – Water Plant	555 Lincoln Street
Public Works Agency - South Tank	Cleveland St./ Hartrey Ave.

In addition to the sites listed, the Contractor must deliver to jobsites within the City of Evanston as directed by the ordering Department with no additional compensation to be made to the contractor.

2. FURNISHING & DELIVERY OF SAND/STONE

All material furnished and delivered shall be virgin and must comply with the current edition of the State of Illinois, Department of Transportation Standard Specifications.

Bids are being solicited for supplying and delivering the following materials under this solicitation:

- A. CA-6 Grade 8 Crushed Limestone – Provide and deliver well-graded crushed stone aggregate complying with IDOT “Standard Specifications” gradation No. CA6 free of clay, loam, dirt, crushed concrete, calcareous or other foreign matter.
- B. CA-7 (3/4”) Chips (No Fines) – Provide and deliver well-graded crushed stone aggregate complying with IDOT “Standard Specifications” gradation No. CA 7 ¾” Chip (no fines), free of clay, loam, dirt, crushed concrete, calcareous or other foreign mater.
- C. FA-2 Torpedo Sand – Provide well-graded fine aggregate sand complying with IDOT “Standard Specifications” gradation FA-2 Torpedo Sand, free from organic matter.

The unit price shall include the cost of the material, the cost to deliver the material to the appropriate location and shall include all shipping, handling, fuel charges and any other costs necessary to provide granular materials.

The Contractor must always deliver materials using a clean truck. Material that has been contaminated with debris from using a dirty truck will be considered not to have met the specifications and such loads will be rejected and not paid for.

3. PERMITS/TRUCKS

- A. The Contractor must possess at the time of the bid opening, all applicable Federal, State, City and other local governmental or agency required permits, licenses, vehicles stickers, and certificates as may be necessary to legally perform its obligations under this contract. All permits, licenses, vehicle stickers, and certificates must be kept current during the term of the contract.
- B. The Contractor shall maintain all equipment used for completing the work in good operating condition and with the appropriate licenses and inspections by the State of Illinois. The Contractor is responsible for providing qualified truck drivers with verified Commercial Driver's Licenses.
- C. All delivery trucks used shall have 21-ton hauling capacity.

4. PROJECT SUBMITTALS

A. Equipment Documentation

The Contractor shall submit information to the City of Evanston documenting that the Contractor owns or has access to a minimum of five (5) 21-ton capacity trucks. The Contractor must show proof of vehicle ownership and/or contractual agreement covering the term of the contract. The Contractor shall submit evidence of licenses and last inspection for each truck to the City of Evanston.

B. Material Supply Location

The Contractor shall submit to the City of Evanston the locations from which the specified materials will be purchased from. At least one location shall be located within a 40-mile radius of the City of Evanston.

C. Delivery Tickets

The Contractor shall provide the City of Evanston with all delivery tickets indicating the total amount per ton of material being delivered by each truck.

5. CONTRACT TERM

- A. The initial contract term will be sixteen (16) months, from September 1, 2023, to December 31, 2024.
- B. Upon mutual agreement of both parties, this agreement may be renewed for two (2) additional one (1) year extensions.
- C. The Base Contract Price will be adjusted on an annual basis equal to the average monthly percentage change of the Chicago CPI-U for the previous twelve-month period with 2% minimum and 4% maximum protections. The rate adjustment shall take effect each year beginning on January 1, 2024

6. SCHEDULING OF WORK

- A. The hours of operation and aggregate deliveries will be during normal business hours, Monday through Friday from 7am-3pm.
- B. Materials are to be delivered to the locations listed in section 1 of the technical specifications or to any location within the City of Evanston with no additional compensation to be made to the contractor.
- C. Requests for materials delivery will be as needed. The contractor shall respond to all material delivery requests within 24 hours of the request.

7. GENERAL INFORMATION

- A. Technical questions should be submitted in writing via email to Linda Thomas, Purchasing Specialist at: lithomas@cityofevanston.org with a copy directed to Noel Rodriguez at: nrodriguez@cityofevanston.org

INSURANCE REQUIREMENTS

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

Thirty day notice of cancellation required on all certificates.

EXHIBIT A – BID FORM
For
Granular Materials

(BID No. 23-44)

1.01 BID TO:

THE CITY OF EVANSTON
2100 Ridge Avenue
Evanston, Illinois 60201

hereinafter called "OWNER".

1.02 BID FROM:

(Hereinafter call "BIDDER")

Address

Telephone Number

Fax Number

1.03 BID FOR: **GRANULAR MATERIALS**

1.04 ACKNOWLEDGEMENT:

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

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

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

1.05 GENERAL STATEMENTS

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

1.06 ALTERNATES

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

1.07 AGREEMENT

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

1.08 SCHEDULE

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

1.09 PROPOSED PRICES

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

BASE BID AMOUNT: \$ _____

1.10 UNIT PRICING LIST

The undersigned submits the following UNIT PRICING LIST to be performed as shown on the Plans and/or described in the Specifications, and agrees that items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidental to and as part of the work for which a unit price is given, and understands that no additional payment will be made for such incidental work from the estimated quantities shown below. Unit prices for individual line items shall be used for the project's schedule of values, pay applications and will also be used to determine the amount to ADD TO or DEDUCT FROM the contract LUMP SUM PRICE for properly authorized additional or deducted work. In the event of a change to the contract the contractor shall be limited to markup percentages as indicated in Section 01028, 1.05, A. Bidders shall examine plans and determine actual work items and quantities for the work involved for bid analysis by the Owner.

Item	Description	Est. Quantity	Units	Unit Price	Extended Price
1	CA-6 Grade 8 Crushed Aggregate Stone - Delivered	1,600	Tons Delivered	\$	\$
2	CA-7 (3/4") Chips (No Fines) - Delivered	60	Tons Delivered	\$	\$
3	FA-2 Torpedo Sand - Delivered	300	Tons Delivered	\$	\$
				Total	\$

1.11 BID SECURITY

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

- A. The City of Evanston Civic Center is unable to receive in person drop-off and it is closed to the public. The original bid bond must be mailed within ten (10) days after the due date, to the City of Evanston Purchasing Department, 2100 Ridge Avenue - Room 4200 Evanston, Illinois 60201 Attention Purchasing Manager using the USPS (certified or priority), UPS or FedEx mail options in order to have a tracking number.
- B. Accompanying this electronic submittal is a scanned copy of a bank draft, bid bond, Cashier's check or Certified check as surety in the amount of not less than five percent (5%) of the Total Bid payable to the City of Evanston.

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

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

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

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

1.12 MATERIAL SUBSTITUTION SHEET

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

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

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

1.13 PROPOSAL SIGNATURE (REQUIRED)

A. SOLE PROPRIETOR

Signature of Bidder: _____

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

Notary Public

Commission Expires: _____

B. PARTNERSHIP

Signature of All Partners:

Name (typed or printed)

Name (typed or printed)

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

Notary Public

Commission Expires: _____

C. CORPORATION
Signature of Authorized Official: _____

Title: _____

Name above (typed or printed): _____

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

(Corporate Seal)

Attest: _____
Secretary

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

Notary Public

Commission Expires: _____

1.14 DISCLOSURE

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

Bidder: _____

Business Address: _____

Telephone Number: _____

1.15 CONTACTS

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

Bidder: _____

Address: _____

Telephone Number: _____

Fax Number: _____

1.16 REFERENCES

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

1. Name: _____

Address: _____

Contact Person: _____

Phone: _____

Contract Value: _____

Contract Dates: _____

2. Name: _____

Address: _____

Contact Person: _____

Phone: _____

Contract Value: _____

Contract Dates: _____

3. Name: _____

Address: _____

Contact Person: _____

Phone: _____

Contract Value: _____

Contract Dates: _____

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

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

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

CERTIFICATION OF BIDDER

Name and Address of Bidder (Include ZIP Code)

IRS EMPLOYER I.D. NUMBER 36-_____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. ___Yes ___No

2. Bidder has filed all compliance reports due under applicable instructions. ___Yes ___No

3. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? ___Yes ___No

Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT C – DISCLOSURE OF OWNERSHIP INTERESTS

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

APPLICANT NAME: _____

APPLICANT ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

APPLICANT is (**Check One**)

- 1. Corporation ()
- 2. Partnership ()
- 3. Sole Owner ()
- 4. Association ()
- 5. Other () _____

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

SECTION I - CORPORATION

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

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

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

SECTION 2 - PARTNERSHIP/ASSOCIATION/JOINT VENTURE

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

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

SECTION 3 - TRUSTS

3a. Trust number and institution.

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

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

SECTION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE

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

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

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

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

Date

Signature of Person Preparing Statement

Title

ATTEST: _____
Notary Public

(Notary Seal)

Commission Expires: _____

EXHIBIT D – ADDITIONAL INFORMATION SHEET

Bid/Proposal Name: _____

Bid/Bid Number #: _____

Company Name: _____

Contact Name: _____

Address: _____

City, State, Zip: _____

Telephone/FAX: # _____

E-mail: _____

Comments: _____

EXHIBIT E – CONFLICT OF INTEREST

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

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

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

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

Notary Public

(Notary Seal)

Commission Expires: _____

EXHIBIT F – SIGNATURE FORM
THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

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

Authorized Signature: _____

Company Name: _____

Typed/Printed Name: _____

Date: _____

Title: _____

Telephone Number: _____

E-mail _____

Fax Number: _____

EXHIBIT G

BID BOND SUBMITTAL LABEL

CUT AND ATTACH LABEL ON OUTSIDE OF SEALED BID BOND SUBMITTAL



BID SUBMITTAL NUMBER: _____

BID SUBMITTAL NAME: _____

BID SUBMITTAL DUE DATE/TIME: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY TELEPHONE #: _____



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

The original bid bond (in the amount of 5% of the original bid amount) must be mailed within ten (10) days after the bid due date, to the City of Evanston Purchasing Department, 2100 Ridge Avenue - Room 4200 Evanston, Illinois 60201 Attention Purchasing Manager using the USPS (certified or priority), UPS or FedEx mail options in order to have a tracking number; which sum shall be forfeited in case the successful bidder fails to enter into a binding contract and provide a properly executed contract and surety bond within 15 days after the date the contract is awarded by the City.

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

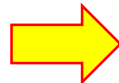
* indicates required fields

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.
