#### CITY OF EVANSTON

## **REQUEST FOR PROPOSAL**

**NUMBER: 24-07** 

For

Adaptive Use and Rehabilitation of 2603 Sheridan Road
The Harley Clarke Mansion and Its Grounds

February 22, 2024



PROPOSAL DEADLINE: 2:00 PM, May 28, 2024

PRE-PROPOSAL MEETING: Non-mandatory

10:00 A.M., March 21, 2024

Morton Civic Center 2100 Ridge Avenue

**Room 2402** 

Evanston, IL 60201

## **ELECTRONIC BID SUBMITTAL:**

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

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 <u>May</u> <u>28</u>, <u>2024</u>. 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:

# Adaptive Use and Rehabilitation of 2603 Sheridan Road The Harley Clarke Mansion and Its Grounds RFP Number: 24-07

The City of Evanston is seeking proposals from experienced and qualified parties for the adaptive use and rehabilitation of the Harley Lyman Clarke Mansion and its grounds located on the shores of Lake Michigan at 2603 Sheridan Road (the property). The property is a highly valuable and underleveraged city-owned Landmark. The City believes that a rehabilitation model that capitalizes on the property's unique setting, significant grounds, and irreplaceable physical characteristics has the potential to create a one-of-a-kind amenity while catalyzing long-term and community-wide economic, social, and cultural benefits for the City and its residents.

There will be a Non-mandatory pre-proposal meeting on March 21, 2024, at 10:00 A.M. at 2100 Ridge Avenue, Evanston, IL 60201, Room 2402 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.

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: <a href="www.cityofevanston.org/business/bids-proposals/">www.cityofevanston.org/business/bids-proposals/</a> or Demandstar at: <a href="www.demandstar.com">www.demandstar.com</a>.

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

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

Linda Thomas Purchasing Specialist

## CITY OF EVANSTON Request for Proposal

#### 1.0 INTRODUCTION

The City of Evanston is seeking proposals from qualified firms, organizations or partnerships with demonstrated experience and expertise in historic preservation, rehabilitation of historic properties, real estate development, and complex use and programmatic operations in order to achieve a successful model for rehabilitation and building operations for the Harley Clarke Mansion and its grounds. Proposals must include a thorough description of a feasible model for adaptive use and business operations, and propose rehabilitation that produces a vibrant, financially sound, and financially sustainable vision that spurs cultural benefit and economic development potential for Evanston. The City's primary goals include:

- 1. Rehabilitate and preserve the historic integrity and essential character of the building(s) and the property's significant grounds and setting.
- 2. Place the property back into productive use.
- 3. Maintain meaningful, but not exclusive, public access to the grounds and buildings and/or proposing public programming opportunities and community events that support this goal.
- 4. Create vibrant use opportunities that build upon the sites historic, cultural, and architectural significance increasing quality of life and place.

## A. Property Location and Existing Improvements

Located at 2603 Sheridan Road on the shores of Lake Michigan, the property is a registered Evanston Landmark as well as a contributing structure and certified historic property within the Evanston Northeast National Register Historic District. The property is located two blocks north of Northwestern University, one-half mile east of the Chicago Transit Authority's Central Street Purple Line station, and one mile north of downtown Evanston. It is accessible via the Sheridan Road multimodal corridor which includes CTA bus service and a protected bike lane. The property is situated on a five-acre site with large open front and rear lawns, a long access drive, a surface parking lot, a beach and beach house, significant grounds designed by Jens Jensen and Alfred Caldwell, and manmade dune planned by Johnson, Johnson and Roy and designed and implemented by Donn Werling. Two primary buildings occupy the property. The mansion is a three-story building with a basement and attached conservatory facing south; the total interior floor area is 20,275 square feet. The coach house is a two-story building with a partial basement (~4,300 square feet), and attached three-car garage and greenhouse.

#### **B. Mansion Condition**

A Conditions Assessment for the mansion, prepared by Wiss, Janney, Elstner Associates (WJE) in 2016 and updated in 2019, indicates the mansion is in serviceable condition. WJE provided updated cost estimates (2023 addendum) for priority exterior and interior needs. The City also has several additional assessments and studies available for review. The mansion needs immediate capital improvement. However, retention, remediation, and repair are all possible and considered in the best interest of the City.

## C. Zoning, Potential Uses, and Applicable Area Plans

Any potential use or combination of uses may be proposed. Although the property is currently located in the <u>open-space zoning district</u>, with limited use potential, respondents are encouraged to propose any viable and market-driven use or combination of uses under the City's newly adopted <u>Unique Adaptive Use Code</u>. This provision allows for uses not listed as an administrative, special, or permitted use in the zoning district to be developed, predominantly within an existing building or buildings, where the applicant has demonstrated adaptive use as the principal means to preserve and assure the continued existence of said structure(s).

Unique adaptive use applications parallel the City's Special Use process, with advisory review and recommendation by the Preservation Commission and Land Use Commission and determination by City Council. Unique adaptive use proposals are exempt from off-street parking, loading, and residential density requirements.

The 2008 <u>Lakefront Master Plan</u> may be referenced. However, due to the age of the document, and its inability to foresee the current condition of the property and the need for flexibility in use and programming to create viable adaptive use proposals, adherence to this document is <u>not</u> required.

#### D. Historic Preservation Review

Any exterior work that is visible from a public way (alley, sidewalk, street or other thoroughfare appropriated for public use), which requires a building permit will require issuance of a Certificate of Appropriateness by the <u>Preservation Commission</u> as outlined in the City's <u>Preservation Ordinance</u>. Although not a street, the property's drive, and surface parking lot is considered a public way, making the mansions north, west, and east elevations subject to review. All elevations of the coach house are visible and subject to review. Routine maintenance that does not require a building permit, such as repair or replacement where there is no change in design, materiality, or general appearance of the building(s) or grounds, does not require a Certificate of Appropriateness.

Proposals which seek use of <u>State or Federal incentive programs</u> will require a separate review process through the Illinois State Historic Preservation Office.

## E. Property History

What is known today as Grosse Point, including the Harley Clarke property, has important cultural, social, and historical significance to the native peoples and groups whose ancestral homeland included Evanston. Due to its prominent location on the coastline, Grosse Point has historic significance as a known canoe portage location, and included brief settlement by French explorer and cartographer Louis Jolliet and Jesuit missionary Pere Jacques Marquette in 1664. In 1873, following several shipping accidents on the shallow shoals between Chicago and Evanston, the United States Government built the Grosse Point Lighthouse, safely marking the primary approach to Chicago. In 1928, utilities magnate Harley Clarke hired Boston architect Richard Powers to design a home just off the shores of Lake Michigan in Evanston. Once completed, the three-story mansion in the French Eclectic style boasted a rough stone exterior, ballroom on the top floor and a

conservatory on the south side, while the full estate included a coach house, two apartments and a three-car garage. The house was the last grand residence built on the North Shore of Chicago before the stock market crash of 1929 and subsequent Great Depression, and is arguably its last.

The grounds were designed by famed landscape architects Jens Jensen and Alfred Caldwell and the site retains many original features including purposeful grade changes, plant massing's, stone outcroppings, and ornamental understory trees and shade trees which remain on the site and reinforce Jensen's symbolic representations of nature using color, texture, sunlight, shadow, and seasonal change – creating rich and varied sensory experience and outdoor pageantry. The site retains excellent integrity and incorporates many identifying features from Jensen and Caldwell's Prairie Style layout including intact limestone waterfall and pond, council ring, and sitting stone. Considered to be an anchor for the National Register Northeast Evanston Historic District created in 1999, the five-acre property was named an Evanston Landmark in 1982.

In 1950, the Clarkes sold the lakefront mansion to the Sigma Chi fraternity, which turned the home into its Memorial Grand Chapter House. More than a decade later, the fraternity sold the property to the City of Evanston, which purchased the land in order to expand the city's public beach. Soon afterward, the city leased the Clarke Mansion to the Evanston Art Center, which occupied the building until May of 2015.

In the 1970s, the City engaged the firm Johnson, Johnson and Roy to prepare a plan and report for the rehabilitation and continued use of the property including the mansion and its grounds. This plan envisioned the property as part of a larger "Lighthouse Landing" campus which included the neighboring National Historic Landmark Grosse Point Lighthouse, conveyed to the City by an act of congress in the 1940s. Although the majority of the plan's recommendations were never implemented, this led to the formation of the now-significant manmade dune landscape east of the mansion, which was designed and implemented by notable landscape architect and naturalist Donn Werling in the 1970s during the height of the nation's environmental movement. Today, the ecological value of the dune has been deteriorated by over use and unrestricted access, but they are considered an important evolutionary aspect of the property's historic significance and integrity of setting. Ongoing stewardship of the property's significant grounds are currently being undertaken by the non-profit Jens Jensen Gardens in Evanston. Jens Jensen Gardens in Evanston occupies the property's coach house, with no formal lease agreement, and was included in many responses to a 2023 Request for Expression of Interest due to their impactful programming and history on the site.

Following relocation of the Evanston Art Center in 2015, the property was listed on Landmarks Illinois Most Endangered Historic Places in Illinois list in 2016 due to threat of demolition, but was spared by a citywide advisory referendum in 2018. Following numerous unsuccessful proposals for the property, a long-term lease was awarded in 2019 to the Artists Book House, an interdisciplinary arts education organization dedicated to teaching and promoting the literary and book arts. Rehabilitation and architectural services for the Artists Book House was led by Eifler and Associates and Kastenholz Construction. Fundraising capacity for the

Artists Book House was severely impacted by the pandemic and in early 2023 the Artists Book House withdrew from its lease agreement. In September of 2023, the City released a Request for Expression of Interest in the property, subsequently receiving ten responses. Foremost, these responses affirmed that Harley Clarke remains highly valuable, that despite decades of disinvestment and conjecture regarding its condition it is not beyond its useful life, rather the property represents a significant opportunity for renewed life and vibrancy, and that private interest and investment can be mutually compatible with the public's interest including retention of public access and programming opportunities.

#### F. Links to Additional Information

Information including maps, floor plans, photos, historical documentation, conditions assessments and cost estimates, and other pertinent reports and studies are available on the projects website or by following individual links below:

- 1. 2019 Conditions Assessment
- 2. 2023 Conditions Assessment Cost Addendum
- 3. Plat of Survey
- 4. Floor Plans and Elevations
- 5. 2012 Architectural Assessment
- 6. 2012 Facility Assessment Report
- 7. 2021 Asbestos Containing Materials Survey
- 8. 2012 Site Assessment and Development Report
- 9. 2012 Phase I Environmental Assessment
- 10.2012 Code Analysis and Interior Conditions Assessment
- 11. Evanston Landmark Statement of Significance
- 12. Historical Assessment
- 13. Exterior Video Tour
- 14. Interior Video Tour and History
- 15. Interior and Exterior Photos
- 16. 1977 Lighthouse Landing Report

#### G. Other Advisements

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
- submittal requirements
- insurance requirements and required documentation

Respondents 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.

#### 2.0 SCOPE OF SERVICES

The City of Evanston is seeking proposals from qualified firms, organizations or partnerships with demonstrated experience and expertise in historic preservation, rehabilitation of historic properties, real estate development, and complex use and programmatic operations. Respondents should emphasize their ability to secure the financial resources necessary to achieve and sustain a successful rehabilitation and adaptive use model for the property that respects its historic and cultural significance. Although sale of the property or its buildings is not preferred, the City is receptive to a variety of conveyance alternatives in order to provide flexibility in approach, financing, and use opportunities. Additionally, respondents shall be required to:

- Invest in a <u>substantial rehabilitation</u> of the property including the mansion, coach house, and its surrounding grounds.
- Render the building(s) compliant with all building and fire codes (including ADA) before occupancy. Note that some exemptions to code requirements may be provided in order to retain the structures historic and architectural integrity.
- Consider the inherent sustainability of adaptive use and historic preservation while proposing building improvements which meet local preservation standards, the federal standards for rehabilitation of historic properties (as applicable) and advance the City's Climate Action and Resilience Plan.
- Demonstrate adequate experience, capacity, and financial viability for both initial rehabilitation and ongoing operational, maintenance, and programmatic expenses, as well as familiarity and experience working with historic preservation tax credits.
- Identify alternatives to relying on the site's existing 55 public hourly parking spaces which must continue to serve Lighthouse Beach. Alternatives may include, but should not be limited to the following: use of public transportation; on-site bike storage and a bike valet program; valet parking; and shuttle services to and from proximate private or public parking structures. Construction of additional on-site parking may be considered so long as it does not adversely impact the property's integrity of setting.
- Maintain meaningful public access to the property's Jens Jensen designed gardens and landscape features, Lighthouse Beach, manmade dune landscape, and west lawn. Additional access must be retained for city maintenance and public programming opportunities at the neighboring property's National Historic Landmark Grosse Point Lighthouse and Cityowned Fog House signal buildings, which currently occurs at the property's southern boundary between the mansion and coach house.
- Strictly private use of the building(s) will not be considered. Respondents must propose a combination of either private sector active and income-producing use(s), partnered with realistically scaled non-profit or community uses, and/or propose meaningful annual community events and programming opportunities accessible to the public. Although a mix of private sector income producing uses and community driven uses is preferred by the City, solely non-profit or community uses will also be considered so long as they can demonstrate financial viability.

#### 3.0 INSURANCE

Respondents 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 ensure that his or her proposal is delivered by the stated time. THE CITY IS NOT RESPONSIBLE FOR IMCOMPLETE UPLOADED SUBMITTALS.

#### A. Cover Letter

The cover letter shall include the following:

- introduction of firm, partnership, or organization signed by an authorized principal/officer of the firm
- name of organization or partnership
- address of organization or partnership
- phone number of the organization submitting the proposal
- the name and signature of an authorized binding official who is authorized to answer questions regarding the organizations proposal

## B. Qualifications and Experience of Firm and/or Team

- All respondents shall describe other projects (at least 3, but no more than 10) similar in scope, size, or discipline to the required scope of services described herein.
- 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 such other information as deemed appropriate to demonstrate the qualifications and ability of the firm, partnership, or organization to successfully carry out its proposal.

### C. Proposal Management

Clearly identify the professional staff person(s) who would be assigned to negotiate and oversee all aspects of this proposal including legal counsel, design services, development and construction management, and use and programmatic operations. The proposal should indicate the abilities, qualifications, and experience of these individuals.

## D. Proposed Conveyance

It is the intent of the City to convey use of the mansion, coach house, and grounds to a single organization, firm, or partnership. Although sale of the property or its buildings is not preferred, the City is receptive to a variety of conveyance alternatives in order to provide flexibility in approach, financing, and use opportunities. These include sale of the property, sale of buildings and unsubordinated ground lease, or long-term lease of the identified buildings only, long-term lease of the buildings and grounds, or any additional combination thereof. Conveyance of the property does not mean the loss of its Landmark status and binding oversight by the Preservation Commission.

Clearly identify the preferred form of conveyance and any associated terms and conditions for use of the property. Proposals which indicate sale of the property as a preferred form of conveyance must provide a letter of intent to enter into perpetual easements or other binding and non-transferrable legal agreements between the submitting organization and the City in order to ensure public access and programming opportunities are maintained as identified in this RFP's scope of services. The terms and conditions of any proposed conveyance is subject to final approval by the City of Evanston and the Evanston City Council. Upon award of this RFP the City may further negotiate preferred conveyance of the property with the awarded firm, partnership, or organization.

#### 5.0 ADDITIONAL SUBMISSION REQUIREMENTS

## A. Proposed Adaptive Use and Rehabilitation Vision

All submissions shall include a detailed vision statement and narrative that describes the proposed project, the intended use or uses for the property and buildings, anticipated programming for the property and intended users by

program area, and the ability for the project to spur widespread economic development, and other benefits to the public. Additionally, the following shall be required:

- A detailed summary of the proposed use(s) and their operations and management including but not limited to:
  - Hours of operation
  - Anticipated number of attendees
  - Staffing
  - o Parking, loading, access, and traffic management
  - Ability to be served by public facilities and services
  - Special events or other planned annual programming opportunities
  - How public access is afforded and managed
  - For respondents proposing community events and programming opportunities accessible to the public, describe what these are, what times of year they are offered, how many attendees are anticipated, and other relevant details.
- Respondents proposing a use or combination of uses under the City's Unique Adaptive Use Code shall provide written responses to the standards for unique use.
- How the proposed project preserves significant historical, architectural, and natural or environmental features of the property as identified in the property's Statement of Significance, recently revised and supplemented by the Preservation Commission and available on the aforementioned project website.

## B. Concept Plans, Renderings, and Design Details

Visual representations of the physical projects concept are required and shall include:

- A proposed site plan illustrating the extent of the proposed development and the general configuration of uses and programmatic opportunities including identification of exterior areas accessible to the public.
- Plans for rehabilitation of the property's grounds, and any anticipated improvements, additions, or new construction.
- Floor plans illustrating the proposed internal building(s) program and associated square footage(s) as well as identifying interior areas accessible to the public.
- Interior and exterior renderings, sketches, and elevation drawings of key areas of interest that visually demonstrate the proposed vision, successful rehabilitation, and adaptive use of the property.

### C. Financing Plan

Provide an in-depth financial plan detailing the sources of capital and terms, and describe the financial resources of the development team and financial capacity to complete the project. The financial plan must outline all prospective financing and contain a Sources and Uses section. These may include but not be limited to: equity investment; senior term debt; subordinated debt; tax credits and grant funds from Federal, State, local, or private sources; fundraising of private equity; and anticipated revenue generation and subsequent reinvestment.

The City does not anticipate providing financial assistance to respondents, but retains the right to negotiate and offer potential bridge financing to increase financial viability if deemed desirable to the City and necessary for viability.

- Outline the proposed financial structure for the rehabilitation and adaptive use model including the specific and overall investment to be made by the submitting firm, partnership, or organization as well a proposed securitization structure if applicable.
- Provide an overall total development budget, including all hard and soft costs from preconstruction through occupancy. Explain the basis for the cost estimates and include major line items, including but not limited to:
  - Architectural, engineering, interior design and other third-party soft costs
  - Project overhead and management
  - Total rehabilitation costs broken down into:
    - Initial rehabilitation costs
    - Interior build out costs by use or tenant (if applicable)
    - Rehabilitation costs related to the property's grounds
  - Financing fees and construction loan costs as applicable
- Present a budget for the ongoing maintenance, management, and programmatic expenses of the rehabilitated Harley Clarke property and its grounds.
- Include proposed terms and conditions of the proposed form of property conveyance. For example, purchase price, minimum annual rents, any contingent rent, and any requested special consideration or conditions. Discuss, at a general level, the proposed lease terms for the project as envisioned and as applicable including areas of the property proposed for conveyance and any sublease agreements to be made with partner organizations.
- Disclosure of any previous or ongoing bankruptcy or litigation which the submitting organization, partnership, or firm is or was involved in within the last 20 years.
- As available, provide a list of banking references for previous projects that are similar in nature.

## D. Implementation Schedule

Provide an anticipated implementation schedule to include but not be limited to:

- Pre-design
- Design development
- Land Use and Historic Preservation approvals as applicable
- Construction documentation and permit review
- Rehabilitation and interior build out
- Operation, and management phases
- Occupancy

#### 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 <a href="mailto:tnunez@cityofevanston.org">tnunez@cityofevanston.org</a>.

## 7.0 EVALUATION CRITERIA AND SELECTION PROCESS

The City will select the successful firm, organization, or partnership 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.** Financing Plan and Capacity to Execute Proposal (35 points)
- **B.** Qualifications and Expertise (20 points)
- **C.** Project Vision and Ability to meet the RFP's Scope of Services (20 points)
- **D.** Organization and Completeness of Proposal (10 points)
- E. Community and Public Benefit (10 points)
- **F.** Commitment to meeting the City's M/W/D/EBE participation goal (5 points)

### **SELECTION PROCESS**

The City will select a firm on the basis of the responsiveness of the proposal to the RFP submittal requirements, and the evaluation criteria stated above. 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.
- **F.** Demonstrate financial viability.
- **G.** Demonstrate an understanding of the capital investment necessary.

Discussions and/or interviews may be conducted with responsible firms, partnerships, or organizations 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, organization, or partnership 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, organization, or partnership 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 the 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.

## 8.0 PROPOSED SCHEDULE

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

1.	RFP issued	<u>February 22, 2024</u>
2.	Non-mandatory Pre-Proposal Conference	March 21, 2024
3.	Last Day to submit questions	April 25, 2024
4.	Final Addendum Issued	May 2, 2024
5.	RFP Submission Due Date	<u>May 28, 2024</u>
6.	Interviews	<u>TBD</u>
7	City Council Award of Contract	TRD

8. Site Visit and Building Walkthrough Schedule

Scheduled by appointment between the hours of 9am and 2pm on the dates listed below. Site visits must be scheduled no less than five (5) business days prior to the requested date. To schedule a pre-submission site visit, or to request special accommodations in order for a submitting party to attend, please contact Cade W. Sterling at <a href="mailto:csterling@cityofevanston.org">csterling@cityofevanston.org</a> or by calling 847-448-8231

	Monday	Tuesday	Wednesday	Thursday	Friday
March	11, 25	19, 26	13, 20, 27	21, 28	22
April	15, 22, 29	9, 23, 30	17, 24	4, 11	12, 19, 26
May		7, 14	8, 15	9	

#### 9.0 QUESTIONS REGARDING RFP

All questions related to this RFP should be submitted in writing to Linda Thomas, Purchasing Specialist at <a href="mailto:lithomas@cityofevanston.org">lithomas@cityofevanston.org</a> with a copy to Cade W. Sterling, Preservation Planner at <a href="mailto:csterling@cityofevanston.org">csterling@cityofevanston.org</a>

### 10.0 GENERAL TERMS AND CONDITIONS

## A. Confidentiality

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

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

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

## B. Withdrawal of Proposal

Proposals may be withdrawn prior to the submittal deadline. Withdrawal may be attained by written request; however, no offer can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Proposers who

withdraw their proposals prior to the designated date and time may still submit another proposal if done in accordance with the proper time frame.

## C. Exceptions to Specifications

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

### D. Hold Harmless

Consultant shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Consultant or Consultant's sub-contractors, employees, agents or sub-contractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Consultant shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by Consultant must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision, including but not limited to, Kotecki v. Cyclops Welding Corporation, 146 III. 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 subconsultants' work. Acceptance of the work by the City will not relieve the Consultant of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. All provisions of this Section shall survive completion, expiration, or termination of this Agreement.

## E. Addenda

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

#### F. Term

The terms of proposed conveyance may be negotiated. Terms of any lease must be considered a long-term lease agreement no shorter than 39 years and no longer than 99 years.

## G. Non-Appropriation of Funds

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

#### H. Property of the City

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

#### I. 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.

#### J. 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.

## K. 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.

## L. 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 vicepresident, affiliated in anyway with the Firm, and the Firm's employees or subcontractors.

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.

#### M. 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.

### N. 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.

## O. 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.

## **Price/Cost Form**

## 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".

APPL	ICANT NAME:
APPL	ICANT ADDRESS:
TELE	PHONE NUMBER:
FAX I	NUMBER:
( ) ( ) ( )	ICANT is (Check One) Corporation Partnership Sole Owner Association
Other	()
Pleas	e 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.
	<del></del>

## **SECTION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE**

4a.		sts disclosed in Section 1, 2, or 3 are being held by an agent ame and address of principal.
4b.	other "holding" entity not a	ection 1,2, or 3 is being held by a "holding" corporation or in individual, state the names and addresses of all parties interest in that "holding" corporation or entity as required in b).
4c.	party, give name and addre	ny interest named in Sections 1,2, 3, or 4 is held by another ess of party with constructive control. ("Constructive control" I through voting trusts, proxies, or special terms of venture of
	e not withheld disclosure of a current.	any interest known to me. Information provided is accurate
Date	· · · · · · · · · · · · · · · · · · ·	Signature of Person Preparing Statement
		Title
ATTE	Notary Public	(Notary Seal)
Comr	mission 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**

## **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, being first duly sworn,  (Partner, Officer, Owner, Etc.)	
(Partner, Officer, Owner, Etc.)  of(Proposer)	
(Proposer)	
(Troposer)	
The party making the foregoing proposal or bid, that such bid is genuine and not colluder sham; that said bidder has not colluded, conspired, connived or agreed, directindirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and not in any manner, directly or indirectly, sought by agreement or collusion communication or conference with any person; to fix the bid price element of said bid, that of any other bidder, or to secure any advantage against any other bidder or any pointerested in the proposed contract.  The undersigned certifies that he is not barred from bidding on this contract as a result conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.	tly or d has n, or or of erson
(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 reject the bid.	ion of

#### **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 subcontractors 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 <a href="http://www.cityofevanston.org/business/business-diversity/">http://www.cityofevanston.org/business/business-diversity/</a> (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 Citv's website: http://www.cityofevanston.org/business/business-diversity/ (MWDEBE Monthly Utilization Report).

## **Exhibit G**

## M/W/D/EBE PARTICIPATION COMPLIANCE FORM

l do h	ereby o	certify that						
nartia	inata a	a a Cubaantraatar ar	Con	and Contractor	on the		of firm) int	
partic	ipate a	s a Subcontractor or	Ger	ierai Contractor	on the	project refer	enced abov	e.
This f	īrm is a	(check only one):						
	_	Minority Business I controlled by a min		•				ged and
	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.							iged and
	_	Disadvantaged Bumanaged and conf within Illinois.						
		Evanston Based E of one year and wh						minimum
Total	propos	ed price of response	)		\$			
Amou	ınt to be	e performed by a M/	W/D/	/EBE		\$		
Perce	entage o	of work to be perforn	ned b	by a M/W/D/EB	Ξ			%
Inform	nation o	on the M/W/D/EBE U	Jtilize	ed:				
	Name	; 						-
	Addre	ess						
	Phone	e Number						
	Signa	ture of firm attesting	to p	articipation _				
	Title a	and Date						
	Туре	of work to be perforr						
	•	, L.						
Pleas	e attac	n:						
	Prope	n: er certification docu priate box below. Ti			•			

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 subagreement, 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)	(Nam	e of Firm)	•
execute t	his certification o	n behalf of the firm. I		do
			(Nam	e)
hereby ce	ertify that this firm	seeks to waive all or	part of this M/W/D/E	BE paritcipation goal
for the fol	lowing reason(s)	:		
(CHECK ATTACH		PPLY. SPECIFIC SU	PPORTING DOCUI	MENTATION MUST BE
	1. No M/W/[	D/EBEs responded to	our invitation to bid.	
	2. An insuffic	cient number of firms	esponded to our invi	tation to bid.
	For #1 8	k 2, please provide	a narrative describi	ng the outreach efforts
	from ye	our firm and pro	of of contacting	at least 15 qualified
	M/W/D/E	BEs prior to the	bid opening. A	so, please attach the
	accomp	anying form with	notes regarding	contacting the Assis
	Agencie	s.		
	3. No sub-co	ontracting opportunitie	s exist.	
	Please pro	vide a written exp	lanation of why	sub-contracting is no
	feasible.			
	4. M/W/D/E	BE participation is imp	racticable.	
	Please pro	vide a written expla	nation of why M/W	//D/EBE participation is
	impractical	ole.		
Therefore	e, we request to v	vaiveof the 25%	6 utilization goal for a	revised goal of%
0' '				D /
Signature		(Signature)		Date:
		(Signature)		

Exhibit I

M/W/D/EBE Assistance Organizations ("Assist Agencies") Form

	M/W/D/EBE Assistance Organizations ("Assist Agencies") Form							
AGENCY	DATE	CONTACT	RESULT OF					
	CONTACTED	PERSON	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: wbdc@wbdc.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.

## 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**

Your email address here

#### **Company Name**

Your company name here

☐ I accept the DemandStar Terms of Use and Privacy Policy

Next

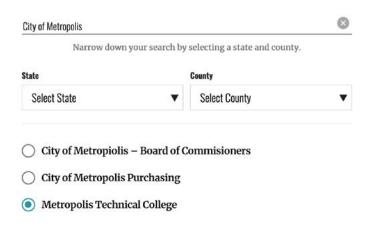


## 2 CHOOSE YOUR FREE AGENCY

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



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



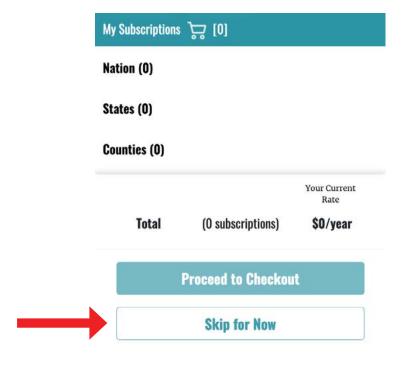
## **3 CHECK OUT**

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

You have chosen Metropolis Technical College as your free agency.

Add additional government agencies below for \$25 per County,

Statewide and National subscriptions available.



SIGN UP

Visit www.demandstar.com





# 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	<b>Broadcast Date</b>	Date Due ▼	Name	Actions
RFP-2019-01- 0-2019/df	Town of Malabar	Active	5/15/2019	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	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	5/31/2010	Purchase Breaching "Backpa Gas Masks and Gas Mask Cartridg s 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	<b>Broadcast Date</b>	Date Due ▼	Name	Actions	
RFP-2019-01- 0-2019/df	Town of Malabar	Active	5/15/2019		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		E-Bidding, Planholders, Download/Order, Details	

# In order to do e-bidding

Enter you 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 descriptions of your bid through your uploaded documents.

## **Contact Information**

*indicates r	equired fields	
Company Name *		Sample DBE Company
	Address 1 *	509 Olive Way
	Address 2	
	City *	Seattle
	State *	WA - Washington ▼
	Postal Code *	98101
	Phone *	2063739233
	Fax	2063739233
	Country *	United States of America ▼
>	Bid Amount *	0
	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** 

<u>Document</u>	None	Online/ Electronic	Offline/ Manual	<u>Not</u> submitting
-	•	✓	=#	•
Bid Reply				
Checklist		•	$\circ$	
<u>Subcontractor List</u>				
<u>Current Workload, List of Projects and Completion Dates</u>		•	0	$\circ$
Questionnaire				
Drug Free Workplace Form	•	$\circ$	$\bigcirc$	

# In order to do ebidding

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**



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 ebidding

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



# 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

EDIT **Agency Required Documents** 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) 🗸 Questionnaire (Electronic/Online) 6. Drug Free Workplace Form (Electronic/Online) ✓ Current Certificate of Insurance (Electronic/Online) 8. License/Certification to do Described Work (Electronic/Online) 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) 🗸 EDIT **Uploaded Documents** 1. test document upload to ensure ebidding 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. 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



# 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

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



EDIT



**Agency Required Documents** 

EDIT



## **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.