

CITY OF EVANSTON
REQUEST FOR PROPOSAL

NUMBER: 24-43

For

Janitorial Services Contract – Main Library and Robert Crown Branch Library

October 3, 2024



PROPOSAL DEADLINE: 2:00 P.M, November 5, 2024

**PRE-PROPOSAL MEETING: Non-mandatory
9:00 A.M., October 9, 2024
Tour of Facilities to follow
Main Library Community Room
1703 Orrington Avenue
Evanston, Illinois, 60201**

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.**

TABLE OF CONTENTS

Notice to Proposers	03
1.0 Introduction.....	04
2.0 Scope of Services	05
3.0 Insurance.....	26
4.0 Submittal Requirements (Please see Attachments)	26
5.0 Additional Submittal Requirements	27
6.0 M/W/D/EBE Goals	27
7.0 Evaluation Criteria	27
8.0 Selection Process.....	28
9.0 Proposed Schedule	29
10.0 Questions Regarding RFP.....	29
11.0 General Terms and Conditions.....	29
Price/Costs Form.....	35
RETURN ALL EXHIBITS WITH RFP	
Exhibit A – Disclosure of Ownership Interests.....	37
Exhibit B – Additional Information Sheet	40
Exhibit C – Conflict of Interest Form.....	41
Exhibit D – Acknowledgement of Understanding.....	42
Exhibit E – Anti-Collusion Affidavit and Proposer’s Certification	43
Exhibit F – City of Evanston M/W/D/EBE Policy	44
Exhibit G – M/W/D/EBE Participation Compliance Form.....	45
Exhibit G – M/W/D/EBE Utilization Summary Report	46
Exhibit H – M/W/D/EBE Participation Waiver Request	47
Exhibit I – M/WD//EBE Assistance Organizations	48
Exhibit J – Professional Services Agreement Acknowledgement.....	49
Exhibit J - Consultant Certification and Verification Addendum.....	50
Exhibit J – Professional Services Agreement.....	51
Exhibit K – Bond Submittal Label.....	64

ATTACHMENTS

DemandStar- E-bidding Instructions.....	14 pages
---	----------

CITY OF EVANSTON
NOTICE TO PROPOSERS

Proposals will be received by the Purchasing Office until 2:00 P.M. local time on **November 5, 2024**. 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:

Janitorial Services Contract – Main Library and Robert Crown Branch Library
RFP Number: 24-43

The Evanston Public Library is seeking proposals from experienced firms for: Janitorial services for multiple facilities, including the Main Library and the Robert Crown Branch Library.

There will be a non-mandatory pre-proposal conference at 9:00 A.M. on October 9, 2024, in the Main Library Community Room, located at 1703 Orrington Avenue, Evanston, Illinois, 60201. 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: www.cityofevanston.org/business/bids-proposals/ or Demandstar at: www.demandstar.com.

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

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

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

Linda Thomas
Purchasing Specialist

CITY OF EVANSTON
Request for Proposal

1.0 INTRODUCTION

It is the intention of the Evanston Public Library to enter into a multi-year janitorial services contract for the following two buildings in accordance with the terms, conditions, and specifications of this Request for Proposal:

The desired contract term is three (3) years with two (2) additional one (1)-year renewal options.

Main Library, 1703 Orrington Ave, Evanston, IL., 60201

The Main Library is a four-story structure of 112,000 square feet (gross). There are three public floors. The fourth floor, which runs half the length of the building, consists primarily of offices, 15 used by library staff. Approximately 650-1,000 people a day use this highly visible cultural facility.

All services for the library will be performed in accordance with the janitorial schedule (attached).

The areas to be included in the scope of the work are:

- a. Basement: From the double doors at the garage, up through and including the stairwell and elevator.
- b. First Floor: all areas, excluding the garage/loading dock.
- c. Second, third, and fourth floors: All areas, including meeting and study rooms and cubicles.

Areas to be excluded from cleaning are all emergency fire stairs and any room not accessible by the keys provided to the Contractor.

The estimated net square footage for each floor is as follows: first floor 27,077; second floor 26,251; third floor 26,398; fourth floor 14,613. The estimated total square footage is 94,339 (net). The floor covering is estimated to be 80% carpet tile, 15% terrazzo, and 5% vinyl flooring.

Robert Crown Branch Library, 1801 Main Street, Evanston, IL., 60201

The Robert Crown Library is a one-story structure of 6,000 square feet (gross). It has one public floor. The staff area has one office and a kitchenette/ breakroom.

Approximately 280-450 people use this highly visible facility daily.

All services for the library will be performed in accordance with the janitorial schedule (attached).

The areas to be included in the scope of the work are:

- a. Interior of the Library: All areas from the entry doors to the back room, including meeting and study rooms.
- b. The library's exterior windows and doors that are inside the Robert

Crown Facility.

Areas to be excluded from cleaning are all emergency fire stairs and any room not accessible by the keys provided to the Contractor. There is no restroom in the library branch, as the Robert Crown Center handles restrooms.

The library's citizens and staff expect all facilities to be maintained to the highest possible standards of cleanliness. Any firm submitting a proposal for this cleaning contract must be committed to devoting the necessary resources to meet this expectation. This contract will be performed in accordance with the scope of work and the Janitorial Schedule.

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

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

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

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

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

2.0 SCOPE OF SERVICES

General Janitorial Service Standards

All services shall be performed in a professional manner in conformance with standard and acceptable business practices. The desired performance level, manner of performance, and materials, supplies, and equipment furnished by the Proposer shall be of quality standard in accordance with the following five sections:

- 1). Planning Requirements
- 2). Requirements for Products, Supplies and Equipment
- 3). Cleaning Procedure Requirements
- 4). Communication Requirements
- 5). Training Requirements.

Definitions

Concentrate: A product that must be substantially diluted with water to form the appropriate solution for use as prescribed by the manufacturers' printed product literature.

Disinfect: A process for hard inanimate surfaces undertaken to destroy or irreversibly inactivate infectious fungi and bacteria but not necessarily their spores.

Environmentally Preferable Product: A product certified as such by a Type 1 third party such as: Green Seal, Green Guard, or Environmental Choice and including an environmental label that was developed in accordance with the ISO 14024 Environmental Labeling Standard.

Sanitize: A process intended to reduce, but not necessarily eliminate, microorganisms from the inanimate environment to levels considered safe as determined by public health codes or regulations.

2.1 Planning Requirements

2.1A Standard Operating Procedures

The proposer shall develop and maintain a set of written guidelines or Standard Operating Procedures (SOPs) that govern the cleaning procedures, chemical handling and tracking requirements, equipment maintenance and operation procedures, communication protocols and requirements, training, and inspection programs, and reporting and record-keeping procedures. These guidelines shall be made available to all cleaning personnel and facilities contacts. In addition, a Building-specific Green Cleaning Plan must be developed in accordance with Section 2.2B for every building to be cleaned. SOPs shall be reviewed for possible revisions on an annual basis.

2.1B Building Specific Green Cleaning Plan

The proposer shall have a Building-Specific Green Cleaning Plan in place that comprehensively describes the methods by which a facility is cleaned effectively while protecting human health and the environment. In addition to typical cleaning concerns, the Green Cleaning Plan shall:

- a. Define a comprehensive communications plan as established with the City. The plan shall describe procedures for cleaning personnel to communicate with building management and occupants and a system for providing feedback from building management and occupants.
- b. Develop and implement a floor maintenance plan, consistent with manufacturers' maintenance recommendations, to extend the life of flooring through routine, periodic, and restorative cleaning operations.
- c. Determine schedules of routine cleaning operations, activities performed periodically, equipment operation and maintenance, cleaning inspections, and accident preparedness plans.
 - Schedule of cleaning operations detailing the minimum frequency required to clean and maintain the area to a level that adequately protects human health and the environment.
 - The schedule of cleaning operations shall be reviewed at a minimum of twice per year and adjusted as needed in response to the changing needs of the building and its occupants.

- d. Provide a detailed description of how green cleaning operations shall address:
- Cleaning procedure requirements for such special areas as high-traffic areas, dining and food preparation areas, laboratories, and entryways.
 - Storage and use of chemicals within the facility, including consideration of proper ventilation, dilution control procedures, adequate security, and proper management of the area.
 - Vulnerable populations such as children, asthmatics, and pregnant women.
 - Indoor sources of contaminants or pollution, both temporary and permanent, such as building renovations, indoor plants, and new carpet installations.
 - Special Requirements for operations involving potentially hazardous materials such as the maintenance of floors containing asbestos or compliance with OSHA Blood borne Pathogens Standards.
 - Cleaning areas with special engineering concerns such as those with inadequate ventilation, poor lighting, and restricted access.
 - Seasonal or periodic conditions and periods of increased or decreased use.
 - Requirements of the building Integrated Pest Management system if available.
 - Special cleaning requirements or conditions that may affect the frequency of cleaning or negatively impact human health or the environment.

2.1C Powered Equipment Use/Maintenance Plan

The proposer shall develop, adopt, and maintain a plan for the use of powered janitorial equipment that maximizes the effective reduction of building contaminants with minimum environmental impact.

The Proposer shall evaluate whether the janitorial equipment currently being used is functioning properly (as validated by the equipment manufacturer or by a reputable third-party service organization) or is tagged out of service.

The Proposer shall develop a plan for the phase-out of equipment that does not, at a minimum, meet the following specifications:

- a. Vacuum cleaners must meet, at a minimum, the Carpet and Rug Institute (CRI) Green Label Program requirements and shall operate at a sound level of less than 70 dBA.
- b. Carpet extraction equipment must meet at a minimum the Carpet and Rug Institute Bronze Seal of Approval.
- c. Powered floor maintenance equipment must be equipped with controls or other devices for capturing and collecting particulates and shall operate at a sound level less than 70 dBA.

- d. No propane-powered floor equipment will be allowed in this contract work.
- e. Powered scrubbing machines must be equipped with a control method for variable rate dispensing to optimize the use of cleaning fluids.

A component of this plan shall also include a quarterly maintenance program that inspects and maintains the performance of janitorial equipment, as defined by the equipment vendor, and records the results in a maintenance log.

2.2 Requirements for Products, Supplies and Equipment

2.2A Environmentally Preferable Cleaning Products and Supplies

For the following categories of cleaning products and supplies, the Contractor shall use only environmentally preferable products:

- a. General-purpose cleaners, floor cleaners, bathroom cleaners, glass cleaners, and carpet cleaners;
- b. Floor finishes and floor strippers;
- c. Plastic trash can liners shall contain a minimum of 10% post-consumer recycled content.

2.2B Powered Cleaning Equipment

All powered janitorial equipment in this category shall meet the criteria listed in Section 1C. These products include powered floor scrubbers, burnishers, steam extractors, vacuum cleaners, and power washers, and other powered cleaning equipment.

2.3 Cleaning Procedure Requirements

2.3A Reducing Chemical Waste/Efficient Use of Chemicals

The proposer shall :

- a. Provide easily understood directions to cleaning staff in English or graphic representation for the dilution of chemical cleaning products.
- b. Track and report to the City's representative the quantities of chemicals consumed over time by cleaning operations on at least a quarterly basis.
- c. Use a chemical measuring and dilution control system that limits worker exposure to chemical concentrates while facilitating the proper dilution of chemical concentrates.
- d. Train workers in the safe and effective use of all relevant chemical cleaning products.
- e. Use the appropriate technology (coarse spray bottles, automatic chemical dispensers on powered equipment, etc.) for applying the chemical product in a manner that does not result in overuse and waste of the product.
- f. Provide directions for the proper rinsing and disposal of used or expended chemical solutions or empty chemical containers.
- g. Prevent other building areas from being adversely affected.
- h. Reduce, minimize, or eliminate the need for using cleaning chemicals wherever possible.

2.3B Reducing Solid Waste

The proposer shall:

- a. Purchase chemical products and supplies in quantities that minimize the amount of packaging and container waste generated.
- b. Use reusable cleaning cloths or microfiber technology in lieu of paper products. Within 2 hours of use, dispose of, rinse, or place in a sealable container (i.e., metal flammable rag canister, locking plastic bag, etc.) that minimizes evaporation of cleaning product from all cleaning towels, cloths, and materials. Reusable cleaning cloths or microfiber must be cleaned or laundered prior to reuse.
- c. Segregate and recycle all waste items from cleaning operations, including paper, glass, plastics, cardboard, other packaging materials, empty chemical containers, and worn equipment that are acceptable for recycling in the community.
- d. Not empty anything in containers labeled as recycling or composting into the trash cans.

2.3C Vacuum Use / Maintenance

The following requirements apply to the use of vacuum cleaners in Sections 3D and 3F:

- a. Vacuums shall be equipped with the proper filter or bag; the filters shall be changed or cleaned consistent with the manufacturer's printed recommendations.
- b. Vacuum bags or canisters shall be inspected at least every 2 hours and changed or replaced when half full or when indicated by a bag sensor, if vacuum is so equipped.
- c. Precautions shall be taken to limit worker exposure to dust and particulate matter when cleaning and replacing bags and filters.

2.3D Floor Care

Floor care operations include those for hard floors (e.g., resilient flooring) and carpets. For routine hard floor maintenance, the Proposer shall: Vacuum to remove and contain particulate matter from flooring surfaces, or alternatively, use mops equipped with reusable/cleanable collection heads or equivalent. Hard floors shall be cleaned on a predetermined schedule of frequency and as needed to restore them to a clean appearance. At a minimum, the schedule for cleaning shall be as provided in the Janitorial Schedule included in this RFP.

For periodic maintenance of hard floors, the Proposer shall:

- a. Provide reasonable notice to building management before non-routine floor cleaning operations are commenced. The timing and method of the notice shall be established by building management in consultation with the Proposer.
- b. Perform periodic maintenance only if sufficient floor finish exists on the floor surface to protect the underlying flooring from being degraded during the restoration process.

- c. When floor restoration chemicals are used, apply with mop-on or auto scrubber methods rather than spray application.
- d. Use burnishing or buffing equipment with controls or other devices sufficient to capture and collect particulates generated during use.

For restorative hard floor maintenance, the Proposer shall:

- a. Perform restoration as provided in the Janitorial Schedule.
- b. Perform restoration as provided in the Janitorial Schedule.
- c. Schedule floor stripping and refinishing to coincide with a period of minimum occupancy.
- d. Provide reasonable notice to building management prior to the commencement of nonroutine floor maintenance operations. The timing and method of the notice shall be established by building management in consultation with the Proposer.

For routine carpet maintenance, the Contractor shall:

- a. Vacuum carpets on a predetermined frequency and as needed to restore them to a clean appearance. The minimum vacuuming schedule shall be as provided in the Janitorial Schedule included in this RFP.
- b. Periodic light carpet cleaning is necessary to maintain carpeted floors.
- c. Periodic light carpet cleaning is necessary to maintain carpeted floors.

For scheduled periodic and restorative carpet cleaning, the Proposer shall:

- a. Provide reasonable notice to building management before non-routine carpet cleaning operations are commenced. Building management, in consultation with the Proposer, shall establish the timing and method of the notice.
- b. Perform carpet extraction according to the Janitorial Schedule included in this RFP.
- c. Remove sufficient water from the carpet and provide sufficient airflow (e.g., use of blowers, increased outdoor air exchange) so that the carpet will dry in less than 12 hours when cleaning carpets or performing carpet extraction.
- d. Schedule carpet extraction to coincide with a period of minimum building occupancy.

2.3E Disinfection

For cleaning operations that involve disinfection the Proposer shall:

- a. Perform disinfection in areas or on surfaces where pathogens can collect and breed, such as in restrooms or on door handles, bathroom faucets, and other fomites. Use disinfectants only where required.
- b. Perform disinfection using only EPA-registered disinfectants or EPA-registered disinfection devices.
- c. When using chemical disinfectants or cleaner/disinfectants, follow product label directions for preparation of disinfecting solutions (e.g., dilution rate) and the appropriate disinfecting and cleaning method for the area to be cleaned (e.g., dwell time and whether pre-cleaning is required).

2.3F Restroom Care

For cleaning operations that involve care of restrooms, the Proposer shall:

- a. Perform restroom cleaning from high to low, toward the doorway, with dry cleaning tasks performed prior to wet cleaning operations.
- b. Daily clean and disinfect surfaces touched by hands (e.g., doorknobs, light switches, handles, etc.); clean and disinfect more frequently as traffic requires.
- c. Control and remove standing moisture from floor and bathroom surfaces.
- d. Use restroom cleaning equipment specifically for restroom cleaning only. Restroom cleaning equipment, excepting powered equipment, shall not be used to clean any other areas of the building.
- e. Pull bathroom trash liners weekly at a minimum and disinfect the trash receptacle.
- f. Fill all drain traps monthly.

2.3G Dining Areas and Break Rooms

Requirements for the cleaning of dining areas and break rooms shall include the following work to be performed per the Janitorial Schedule included in this RFP:

- a. Clean and sanitize surfaces in food preparation and consumption areas daily.
- b. Empty clean and sanitize waste containers likely to collect food waste daily.

2.3H Trash Collection and Recycling

Waste containers in food areas are addressed in Section 2.3G, and restrooms are addressed in Section 2.3F. Trash collection criteria for other areas include the following:

- a. Remove trash and replace liners only when they are soiled from wet trash or become broken or as required. Remove and dispose of trash before weekends and holidays.

2.4 Communication Requirements

2.4A Green Cleaning Plan

To ensure the success of the building-specific green cleaning plan, the proposer must have a communications strategy for cleaning personnel and facility managers. The communications plan shall be developed in conjunction with building owners, facility managers, and building occupants. The Proposer shall:

- a. Provide employees with proper initial, on-site, or site-specific and annual in-service training.
- b. Ensure that a system is in place for cleaning service employees to provide comments and suggestions about workplace issues and suggestions for improving service provision.
- c. Communicate to the building's management or owners the presence of pests and any maintenance issues discovered while performing cleaning operations.
- d. Provide notification to building management of any cleaning products used in the building. This shall include a list of all chemicals that may be used. It also shall include the name, address, and phone number of the contact person, a statement that the contact person maintains the product labels and

- Material Safety Data Sheets (MSDSs) of each product used in the building and information that the label or MSDSs are available for review upon request. The contact person shall be available for information and comment.
- e. Provide notification to building management of any cleaning products used in the building. This shall include a list of all chemicals that may be used. It also shall include the name, address, and phone number of the contact person, a statement that the contact person maintains the product labels and Material Safety Data Sheets (MSDSs) of each product used in the building and information that the label or MSDSs are available for review upon request. The contact person shall be available for information and comment.

2.5 Training Requirements

2.5A All cleaning personnel shall be trained by the Proposer in the proper handling of chemicals, proper use and maintenance of capital equipment, and proper cleaning procedures. In addition, the Proposer's procurement officers shall be trained in the selection of green cleaning materials. shall be trained by the Proposer in the proper handling of chemicals, proper use and maintenance of capital equipment, and proper cleaning procedures. In addition, the Proposer's procurement officers shall be trained in the selection of green cleaning materials.

2.5B Upon hiring, all cleaning personnel are required to undergo initial training by the Proposer on standard operating procedures, the proper sequencing of cleaning steps, and the proper use of personal protective equipment. This training may occur before personnel are assigned to a facility, or it may be conducted at the site before beginning independent work.

2.5C As part of initial training, all personnel are to receive standard safety training, including focusing on reducing and preventing ergonomic injuries and exposure to hazardous materials encountered by the Proposer and their personnel.

2.5D Site-specific training such as providing specific job-site training focusing on standards for the facility to which they will be assigned. Site-specific training shall cover:

- a. Facility-specific cleaning plan.
- b. Tailored procedural training (e.g., servicing areas for vulnerable populations) based on the Building-specific Green Cleaning Plan.
- c. Hazardous communication standards.

2.5E All cleaning Proposer's employees shall receive continuing training and/or education by the Proposer on an annual basis to maintain knowledge of correct procedures for safety, tools, techniques, and pertinent environmental standards. For new hires, at least 12 hours of this training must be provided upon initial employment, followed by 24 hours of in-service training, continuing education, and/or professional development opportunities on an annual basis. Proposer management/supervisors shall

have at least 24 hours of in-service training and/or education on an annual basis.

2.5F Records of training shall be maintained on each employee working in City facilities for all training specified within this Standard. The documentation shall include topics of what was included in the training, including a general outline of information covered, the name and qualifications of the trainer, and the date(s) and duration of the training or courses. For current employees, records shall be retained for two years from their hiring date and for one year for former employees.

2.6 City to Furnish

The City shall furnish dispensers for hand soap, tissue, paper towels, sanitary napkins, waste receptacles, entrance mats, electrical power for equipment, storage area for equipment and supplies, and hot and cold water. The City will be responsible for providing hand soap, sanitary napkins, and paper product supplies.

The storage space provided by the City in each facility should be adequate for the Proposer's tools, equipment, and supplies required for the performance of the contract. The Proposer shall keep this space orderly and clean and shall comply with all requirements for safety and fire prevention.

Combustible materials shall not be stored in the building. Dust mops and treated cloths shall be stored in Underwriters Laboratories approved containers provided by the Proposer. The City will not, however, assume any responsibility for the security of the Proposer's equipment or supplies while on City property.

The City will not purchase for, issue to, or lend any equipment to the Proposer's employees.

2.7 Proposer to Furnish

The Proposer shall furnish all labor, supervision, training, materials, and equipment necessary to satisfactorily perform the janitorial services specified herein at the required frequencies and during the times shown. The general services specified are intended to include all necessary operational steps, whether or not they are defined.

All necessary cleaning equipment, including floor scrubbing, waxing, and polishing machines, industrial-type vacuum cleaners, spot removal kits, carpet hot water extraction equipment, etc., needed for the performance of the work hereunder shall be furnished by the Proposer and will meet the specifications indicated under the General Janitorial Service Standards. Such equipment shall be the size and type customarily used in work of this kind and shall be approved by the City. Equipment deemed by City to be of improper type, design, unsafe or inadequate for the purposes intended, shall be replaced by the Proposer at the Proposer's expense with equipment

approved by City. Equipment will be maintained to perform the task for which it was designed with top efficiency. Rubber safety guards, etc., will be maintained in good repair to prevent damage to furniture and walls. The Proposer shall also supply clear plastic liners for all trashcans within the areas to be cleaned.

2.8 Utilities

The City shall furnish all light, power, and water necessary for the performance of this work, as well as storage space for the Proposer's small equipment and materials. At night, the Proposer shall turn off the lights in all offices after the area has been cleaned. Upon completion of all daily work, the Proposer shall make certain that all water taps have been turned off.

2.9 Security and Safety

Reports of defective equipment, hazardous conditions, and/or security breaches, shall be made immediately to an appropriate designated City representative.

The Proposer shall not duplicate or attempt to duplicate keys that are issued by the City. Any such duplication or attempt to duplicate keys shall be cause for termination of this Contract by the City without prior notice to the Proposer. At any time, the City may direct the Proposer to surrender, on demand, all keys issued for the facilities. The removal of all personal property belonging to the Proposer or any subcontractor or employee thereof may be arranged by the Proposer by advising the City not less than twenty-four (24) hours prior to the desired removal time of such property. The Proposer shall maintain and supply the City with a list of all current employees possessing or having been issued one or more keys associated with the servicing of the facilities.

Proposer is required to comply with safety procedures as required by OSHA. "Wet Floor" signs, "Men Working" signs etc.

The Proposer shall be responsible for keeping all office doors locked and maintaining office security in their immediate work areas while performing janitorial functions. The exterior doors and windows of all facilities covered by this contract, shall be closed and locked at all times the facilities are closed for business to prevent unauthorized access to the building(s).

2.10 Emergency Conditions

Emergency conditions, defined as a failure of a mechanical system, such as a plumbing failure, shall be reported promptly to the Facilities Management employee on duty in the Library or to the staff of the respective facility. Proposer's employees may be diverted from their regular assignments to clean up in the event of such emergencies, including those caused by ice or snow. No additional charges shall be made for such diversions unless extra labor is required to meet their normal assignments.

2.11 Performance Review and Inspections

The proposer's supervisor or account executive shall meet with each Facility Manager on a quarterly basis to review conformance to the terms, conditions and specifications herein. Failure to attend quarterly meetings may result in termination of the contract. A representative of each facility and the Cleaning Supervisor will jointly perform cleaning inspections monthly rating each element of the cleaning specification as "unacceptable", "good", or "excellent" using a form of the table below. Any areas receiving unacceptable ratings must be brought up to a good rating immediately. Areas receiving 3 or more unacceptable ratings will be cause for a full month's reduction in compensation commensurate with the work required in that area.

Area Rated	Rating		
	Unacceptable	Good	Excellent

2.12 Janitorial Staff

2.12A. General

All employees shall wear uniforms with their company patch and photo I.D. Cards displayed at all times while working in the City facilities. A company supervisor, that will speak English fluently and similarly attired with supervisor appearing on uniform, shall be present at all times when Proposer's employees are performing maintenance service under this Contract. Employees are not to disturb papers on desk, open drawers, cabinets, files or bookcases, or use office equipment, including, but not limited to, telephones and copiers. shall develop and maintain a set of written guidelines or Standard

Proposer's employees shall not use supplies and/or equipment in offices to make coffee, nor eat or drink anything that belongs to City employees.

The Proposer's employees shall not use or operate any of the City's tools or maintenance equipment to include but not limited to: computers, laptop, fax machines, copiers, etc.

At least one English-speaking non-supervisory employee shall be present at all times that work is being performed at the City facilities covered by this Contract.

2.12B Compliance with Building Regulations

The employees shall comply with all regulations in effect for control of persons entering, remaining, or leaving the building. Such regulations may, from time to time, be changed with notification given to the Proposer by the Facility Manager. This includes, but is not limited to, signing in and out of the building and complying with the no smoking regulations in effect at each of these facilities. Drinking alcoholic beverages, using illegal drugs, or

working under the influence of either while in the buildings or in the vicinity of the buildings will not be tolerated. Proposer's employees found to be drinking alcohol, using illegal drugs, or under the influence of either are subject to immediate dismissal.

2.12C Employee Qualifications

All employees assigned by the Proposer shall be fully capable, experienced, and trained in the work that they are employed to perform. They shall be physically able to do their work. The Proposer must notify the City in writing of any employee changes that last longer than a scheduled vacation period.

2.12D Clearance of Personnel

A minimum of two weeks prior to commencing work, the Proposer shall submit to each Facility Manager, the names, home addresses, date of birth, social security numbers, and driver's license numbers and third-party documentation indicating any prior felonies and all required documents required for an I-9 form of all employees to be engaged in work specified herein or having access to the buildings in an inspection or supervisory capacity. Proposer shall provide to the City all required proof of eligibility to work in the United States for each employee engaged in work herein, or having access to the buildings in an inspection or supervisory capacity. No employees at any time during the contract period shall commence work until the above listed information has been submitted and approved by the City of Evanston. The City shall have and exercise full and complete control over granting, denying, withholding, or terminating clearances for Proposer's employees. Employees whom the City deems careless, discourteous, otherwise objectionable, who cannot meet standards required for security or other reasons (e.g. drinking alcoholic beverages or drug use prior to or during hours of work) will be prohibited from entering the building to perform the work and are subject to dismissal.

The Proposer understands that its employees will be working in areas of the building where security is vital. The Proposer agrees not to employ at the City any person who has prior conviction for a felony or any crime involving theft or dishonesty without City's consent, which may be withheld at the City's sole discretion. Proposer shall take all reasonable steps to comply with this provision and shall promptly notify City of the arrest or conviction of any employee of Proposer who is working in a City facility.

2.12E Bonding

All of Proposer's employees engaged in work specified herein or having access to the buildings in an inspecting or supervisory capacity shall be bonded by a fidelity bond in the amount of \$10,000.00. Evidence of required employee bonds shall be submitted to the City's Facilities Manager prior to commencing work under this contract.

2.13 Schedule

2.13A Main Library

All cleaning services are to be performed after the normal library closing times, which are:

Monday through Thursday 8 P.M.
Friday through Sunday 6 P.M.

Hours are subject to change.

Arrangements may be made with Library staff to begin cleaning the fourth floor prior to the Library Closing.

The Main Library has a seven-day-a-week cleaning contract. Please note the tasks to be performed daily, weekly, monthly, quarterly, and annually on the Library Janitorial Schedule. Observed holidays, including New Year's Day, Memorial Day, Juneteenth, July 4th, Labor Day, Thanksgiving, and Christmas, are excluded from the cleaning schedule.

Rooms used for meetings after the Library closing shall be scheduled for cleaning so as not to interfere with the scheduled meeting. The proposer's employees shall complete their work by 3:00 A.M.

A day porter is required for this location from 2 to 4 P.M. daily.

2.13B Robert Crown Branch Library

All cleaning services are to be performed after the normal library closing times, which are:

Monday through Thursday 8 P.M.
Friday through Sunday 6 P.M.

Hours are subject to change.

The Robert Crown Branch Library has a seven-day-a-week cleaning contract. Please note the tasks to be performed daily, weekly, monthly, quarterly, and annually on the Library Janitorial Schedule. Observed holidays, including New Year's Day, Memorial Day, Juneteenth, July 4th, Labor Day, Thanksgiving, and Christmas, are excluded from the cleaning schedule.

Rooms used for meetings after the Library closing shall be scheduled for cleaning so as not to interfere with the scheduled meeting. The proposer's employees shall complete their work by 3:00 A.M.

2.14 Janitorial Schedule Main Library

FREQUENCY OF SERVICE

A	D	5	W	M	4	2	1
F	A	X	E	O	X	X	X
T	I	W	E	N	Y	Y	Y
E	L	E	K	T	E	E	E
R	Y	E	L	H	A	A	A
N		K	Y	L	R	R	R
O				Y			
O							
N							

Daily = seven days a week

5 x week = Monday through Friday

4 x year = every three months

Afternoon = daily service of restrooms between 2 and 4 p.m.

✓							
		✓					
✓							
✓							
		✓					
		✓					
		✓					
			✓				
✓							
✓							

General Cleanup

empty all wastebaskets and recycle bins, wipe clean as necessary

replace trash can liners as needed, at least weekly

Pick up trash from floors and tables; push in all chairs after vacuuming

clean and sanitize all drinking fountains

polish drinking fountains with cleaning polish and a soft cloth

dust all furniture, filing cabinets, exposed desktops, ledges, and windowsills with chemically treated dust cloths.

dust all reachable vertical and horizontal surfaces

dust all vertical and horizontal surfaces up to 8 feet

remove fingerprints from doors, frames, light switches, windows, etc.

remove pencil, marker and pen markings from walls and tables

✓	✓						
✓	✓						
✓	✓						
✓	✓						
✓	✓						
✓	✓						
✓	✓						
	✓						
✓	✓						
✓	✓						
✓	✓						
✓	✓						
	✓						
	✓						
	✓						

Restrooms (ten total)

damp clean, sanitize*, and wipe dry all sinks

damp clean, sanitize*, and wipe dry all toilets and urinals

damp clean and sanitize* both sides of toilet seats and leave in upright position

damp clean and polish all faucets and fixtures, including soap dispensers

damp clean and polish all mirrors

empty all containers and replace liners

spot clean all dirt and graffiti on all surfaces

sweep and damp mop floor with detergent/deodorizing solution, then rinse

damp clean and sanitize* diaper changing tables

damp clean and polish stainless steel partitions

damp clean and sanitize* door handles and plates

spot clean and sanitize* all tile

damp clean and sanitize* all tile

sanitize* interior and exterior of sanitary napkin and diaper disposal units

restock all toilet tissue dispensers

***Sanitize means disinfect with a disinfectant**

Floors

✓							sweep all non-carpeted areas using chemically treated mop, then damp mop
✓							damp mop and rinse all terrazzo using a neutral cleaner
✓							damp mop and rinse linoleum in Children's Room using a neutral cleaner
		✓					machine polish all terrazzo with a low speed buffer
			✓				scrub and wax terrazzo (as needed in inclement weather)
				✓			strip and wax terrazzo and vinyl floors in February, April, July and November
✓							vacuum and spot clean carpet
			✓				vinyl floor machine polished

Carpet

					✓		steam extraction carpet cleaning of 1st (excluding children's), 2nd and 3rd flr carpeting
						✓	steam extraction carpet cleaning of 4th floor carpeting
		✓					professionally spot clean carpet
				✓			professionally clean Neoflor carpet in Children's Room and 3rd floor Loft

Entrances (five sets of doors, 12 doors total)

✓							clean both sides of all lobby glass and doors
✓							clean and polish all frames and hardware

Doors

✓							Clean glass with glass cleaner
		✓					damp wipe door/window frames

Elevators (three total)

	✓						vacuum door tracks on each floor
✓							sweep, damp mop with neutral cleaner, and rinse floors
✓							damp mop using a neutral cleaner and rinse all terrazzo
		✓					machine polish all terrazzo with a low speed buffer
			✓				strip and wax terrazzo
✓							spot clean walls, ceilings and doors as needed
		✓					wash inside walls
✓							polish stainless steel doors and frames

Walls

✓							spot clean all walls (graffiti to be removed daily)
		✓					dust or vacuum walls to remove cobwebs, dust, etc.
			✓				dust ceiling vents
						✓	Deep clean ceiling vents annually

Book Shelves, Wood Endpanels and Topcaps

		✓				
			✓			
		✓				
			✓			

dust all fronts of metal and wood shelves with chemically treated cloths
 dust all exposed flat metal and wood shelves with chemically treated cloths
 dust all wood endpanels and topcaps on shelving
 polish all wooden endpanels and topcaps

Offices/Public Areas

✓						
			✓			
✓						
✓						
		✓				
✓						
✓						

dust all desks and tables where cleared of papers
 dust sides of desks and file cabinets
 damp wipe all desks, tables, and countertops cleared of papers
 general vacuuming of all carpeted areas
 detailed vacuuming underneath all desks, tables, etc.
 clean and disinfect with a disinfectant all telephones
 clean Conference Room marker boards (3) with white board cleaner

Furniture

✓						
✓						
✓						
✓						

vacuum thoroughly all upholstered furniture
 dust all hard-surfaced furniture
 wipe clean with a damp cloth all tables, carrels, desks, chairs
 wash with a damp cloth and polish all hard-surfaced furniture

Children's Room

✓						
✓						
✓						
		✓				
✓	✓					

Clean Plexiglas with an appropriate and approved cleaner
 Vacuum all floor and seat cushions, including underneath cushions
 damp clean, sanitize*, and wipe dry craft area sink
 damp clean and sanitize all platforms (kinderspring, gazebo, mac's garden, garden gates)
 damp clean, sanitize* restroom door handles and plates
 Sweep and damp mop red linoleum floor

Main Stairwell

✓						
		✓				
		✓				
		✓				

sweep, damp mop with a neutral cleaner, then rinse the entire main stairwell
 damp wipe handrail
 dust metal railing, including metal lobby partition with a treated cloth
 clean scuff marks from stair risers

Janitorial Closet

✓						
✓						

keep clean, neat, and organized
 keep clear of odiferous (smelly) mops and products

✓						
✓						
		✓				
✓						
✓						
		✓				
						✓
✓						

Two Kitchens/Lunch Room

- damp clean and sanitize all table and countertops
- empty all trash receptacles
- damp clean and sanitize all trash receptacles
- damp clean and sanitize two microwave ovens inside and out
- sweep and damp mop vinyl floors
- vinyl floor machine polished
- all vinyl flooring stripped, sealed and waxed with two coats
- clean exterior of all appliances

			✓			
--	--	--	---	--	--	--

Window Blinds

- dust all venetian blinds

2.15 Janitorial Schedule Robert Crown Library

FREQUENCY OF SERVICE

A	D	5	W	M	4	2	1
F	A	X	E	O	X	X	X
T	I	W	E	N	Y	Y	Y
E	L	E	K	T	E	E	E
R	Y	E	L	H	A	A	A
N		K	Y	L	R	R	R
O				Y			
O							
N							

Daily = seven days a week

5 x week = Monday through Friday

4 x year = every three months

Afternoon = daily service of restrooms between 2 and 4 p.m.

General Cleanup

✓							
		✓					
✓							
	✓						
		✓					
			✓				
✓							
✓							

empty all wastebaskets and recycle bins, and wipe clean as necessary

replace trash can liners as needed, at least weekly

Pick up trash from floors and tables; push in all chairs after vacuuming

clean and sanitize all drinking fountains

polish drinking fountains with cleaning polish and a soft cloth

dust all furniture, filing cabinets, exposed desktops, ledges, windowsills with chemically treated dust cloths.

dust all reachable vertical and horizontal surfaces

dust all vertical and horizontal surfaces up to 8 feet

remove fingerprints from doors, frames, light switches, windows, etc.

remove pencil, marker and pen markings from walls and tables

Restrooms (No restrooms)

damp clean, sanitize*, and wipe dry all sinks

damp clean, sanitize*, and wipe dry all toilets and urinals

damp clean and sanitize* both sides of toilet seats and leave in upright position

damp clean and polish all faucets and fixtures, including soap dispensers

damp clean and polish all mirrors

empty all containers and replace liners

spot clean all dirt and graffiti on all surfaces

sweep and damp mop floor with detergent/deodorizing solution, then rinse

damp clean and sanitize* diaper changing tables

damp clean and polish stainless steel partitions

damp clean and sanitize* door handles and plates

spot clean and sanitize* all tile

damp clean and sanitize* all tile

sanitize* interior and exterior of sanitary napkin and diaper disposal units

restock all toilet tissue dispensers

***Sanitize means disinfect with a disinfectant**

✓						
✓						
✓						

Floors

sweep all non-carpeted areas using chemically treated mop, then damp mop
 damp mop and rinse all terrazzo using a neutral cleaner
 damp mop and rinse linoleum in Children’s Room using a neutral cleaner (N/A)
 machine polish all tile with a low speed buffer
 scrub and clean laminate floors (as needed in inclement weather)
 strip and wax tile and vinyl floors in February, April, July and November
 vacuum and spot clean carpet
 vinyl floor machine polished

					✓	
					✓	
		✓				

Carpet

steam extraction carpet cleaning library public area
 steam extraction carpet cleaning of the staff area
 professionally spot clean carpet

✓						
✓						

Entrances (4 doors total)

clean both sides of all lobby glass, doors, and meeting rooms.
 clean and polish all frames and hardware

✓						
✓						

Doors

Clean glass with glass cleaner
 damp wipe door/window frames

Elevators (N/A)

vacuum door tracks on each floor
 sweep, damp mop with neutral cleaner, and rinse floors
 damp mop using a neutral cleaner and rinse all terrazzo
 machine polish all terrazzo with a low speed buffer
 strip and wax terrazzo
 spot clean walls, ceilings and doors as needed
 wash inside walls
 polish stainless steel doors and frames

✓						
		✓				
			✓			

Walls

spot clean all walls (graffiti to be removed daily)
 dust or vacuum walls to remove cobwebs, dust, etc.
 dust ceiling vents

Book Shelves, Wood Endpanels and Topcaps

		✓				
			✓			
		✓				
			✓			

dust all fronts of metal and wood shelves with chemically treated cloths
dust all exposed flat metal and wood shelves with chemically treated cloths
dust all wood endpanels and topcaps on shelving
polish all wooden endpanels and topcaps

Offices/Public Areas

✓						
			✓			
✓						
✓						
		✓				
✓						
✓						

dust all desks and tables where cleared of papers
dust sides of desks and file cabinets
damp wipe all desks, tables, and countertops cleared of papers
general vacuuming of all carpeted areas
detailed vacuuming underneath all desks, tables, etc.
clean and disinfect with a disinfectant all telephones
clean Conference Room marker boards (3) with white board cleaner

Furniture

✓						
✓						
✓						
			✓			

vacuum thoroughly all upholstered furniture
dust all hard-surfaced furniture
wipe clean with a damp cloth all tables, carrels, desks, chairs
wash with a damp cloth and polish all hard-surfaced furniture

Children's Room

✓						

Clean Plexiglas with an appropriate and approved cleaner
Vacuum all floor and seat cushions, including underneath cushions
damp clean, sanitize*, and wipe dry craft area sink
damp clean and sanitize all platforms (kinderspring, gazebo, mac's garden, garden gates)
damp clean, sanitize* restroom door handles and plates
Sweep and damp mop red linoleum floor

Main Stairwell

sweep, damp mop with a neutral cleaner, then rinse the entire main stairwell
damp wipe handrail
dust metal railing, including metal lobby partition with a treated cloth
clean scuff marks from stair risers

Janitorial Closet

✓						
✓						

keep clean, neat, and organized
keep clear of odiferous (smelly) mops and products

Kitchen/Lunch Room

✓							damp clean and sanitize all table and countertops
✓							empty all trash and recycle receptacles
		✓					damp clean and sanitize all trash and recycle receptacles
✓							damp clean and sanitize microwave ovens inside and out
✓							sweep and damp mop vinyl floors
		✓					vinyl floor machine polished
							all vinyl flooring stripped, sealed and waxed with two coats
	✓						clean exterior of all appliances

Window Blinds

			✓				dust all blinds
						✓	Dust/clean Air vents

3.0 INSURANCE

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

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

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

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

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

4.0 SUBMITTAL REQUIREMENTS

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

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

A. Cover Letter

The cover letter will include the following:

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

B. Qualifications and Experience of Firm and/or Team

- All respondents shall describe other contracts (at least 5, but no more than 10) similar in scope, size or discipline to the required services described herein, performed or undertaken within the past five years.
- The respondent must provide references, including name, address and telephone number of a contact person for each project identified and described.
- Indicate commencement dates, duration and type of operation.
- Provide a list of all Municipal clients in Illinois.

C. Area/Regional Manager(s)

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

D. Fees

Provide a copy of your fees/prices on the attached price/costs form (see pages 36 and 37).

E. Contract

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

5.0 ADDITIONAL SUBMISSION REQUIREMENTS

Proposers shall submit copies of:

- Proposed cleaning products and chemicals
- Human resource allocations, including hours per facility
- Proposed periodic maintenance schedule

6.0 M/W/D/EBE GOALS

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

7.0 EVALUATION CRITERIA

The City will select the successful firm through an evaluation process based on the firm meeting the specifications which are outlined in this RFP. A review committee will review in detail all proposals that are received. During the evaluation process, the City may require a Proposer’s representative to answer questions with regard to the proposal and/or make a formal presentation to the review committee. The review

committee will make a recommendation to award the contract based on the criteria set forth below. This contract will be forwarded to the City Council for final approval.

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

- A. Qualifications and Expertise
- B. Price
- C. Organization and Completeness of Proposal
- D. Willingness to Execute the City of Evanston's Professional Services Agreement
- E. M/W/D/EBE Participation

8.0 SELECTION PROCESS

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

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

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

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

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

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

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

9.0 PROPOSED SCHEDULE

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

- 1. RFP issued..... October 3, 2024
- 2. Non-mandatory Pre-Proposal Conference
and walk thru..... October 9, 2024
- 3. Last Day to submit questions October 18, 2024
- 4. Final Addendum Issued..... October 24, 2024
- 5. RFP Submission Due Date November 5, 2024
- 6. Library Board Award of Contract November 20, 2024
- 7. Contract Effective February 1, 2025

10.0 QUESTIONS REGARDING RFP

All questions related to this RFP should be submitted in writing to Linda Thomas, Purchasing Specialist at lithomas@cityofevanston.org with a copy to Yolande Wilburn at ywilburn@cityofevanston.org

11.0 GENERAL TERMS AND CONDITIONS

A. Confidentiality

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

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

The Purchasing Specialist will endeavor to advise the firm of any request for the disclosure of the material so marked with “TRADE SECRET”, “CONFIDENTIAL”, or “PROPRIETARY”, and give the firm or other submitting party the opportunity to seek a court order to protect such materials from disclosure. If the requested

material was submitted by a party other than the firm, then the firm shall be solely responsible for notifying the submitting party of the request. The City's sole responsibility is to notify the firm of the request for disclosure, and the City shall not be liable for any damages resulting out of such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, negligence on the part of the City or its officers, or employees.

B. Withdrawal of Proposal

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

C. Exceptions to Specifications

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

D. Hold Harmless

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

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

At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this

Agreement. Any settlement of any claim or suit related to this Agreement by Consultant must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

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

E. Addenda

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

F. Term

The contract is for three (3) years with two (2) additional one (1) year renewal options. The City may terminate a contract for either cause or convenience.

G. Non-Appropriation of Funds

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

H. Property of the City

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

I. Payment Terms

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

J. Disclosures and Potential Conflicts of Interest

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

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

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

K. Protests

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

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

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

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

L. Authority To Resolve Protests And Contract Claims

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

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

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

M. Litigation

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

“issue” means any prior or pending litigation or investigation, either civil or criminal, or any governmental agency action or proceeding (the “issue”), which may affect the performance of the services to be rendered herein. For purposes of this Section, an “issue” shall also include any criminal, civil, or administrative penalty or finding imposed against any covered individual. An issue occurring within seven (7) years of the date preceding the date of the Proposer's response shall be disclosed by the Proposer.

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

All proposers shall identify and describe with particularity any issue. The City, and not Proposer, has the sole discretion to determine whether an issue may affect the performance of the services. Failure of any Proposer to comply with

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

N. Sub-contractors

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

O. Contact with City Personnel

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

P. Costs Incurred

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

MAIN LIBRARY COST FORM

Complete the following labor projections for your firm:

I (we) the undersigned hereby propose to furnish all necessary materials, equipment and labor to perform janitorial services in accordance with these specifications at the Evanston Public Library for the following costs:

Supervisor:

Hourly wage: \$_____ Hours/Month_____ hrs Cost/Month: \$_____

Janitorial Staff:

Hourly wage: \$_____ Hours/Month_____ hrs Cost/Month: \$_____

Monthly Cost Proposal Totals:

Labor	\$_____
Supplies	\$_____
Equipment	\$_____
Overhead	\$_____
Profit	\$_____
Taxes	\$_____
Insurance	\$_____
Other (describe)	\$_____
Other (describe)	\$_____

Monthly Bank for periodic cleaning/Deep cleaning \$_____

Total Monthly Cost \$_____ (sum of above)

Total Annual Cost (each year) \$_____

ROBERT CROWN LIBRARY COST FORM

Complete the following labor projections for your firm:

I (we) the undersigned hereby propose to furnish all necessary materials, equipment and labor to perform janitorial services in accordance with these specifications at the Evanston Public Library for the following costs:

Supervisor:

Hourly wage: \$_____ Hours/Month_____ hrs Cost/Month: \$_____

Janitorial Staff:

Hourly wage: \$_____ Hours/Month_____ hrs Cost/Month: \$_____

Monthly Cost Proposal Totals:

Labor	\$_____
Supplies	\$_____
Equipment	\$_____
Overhead	\$_____
Profit	\$_____
Taxes	\$_____
Insurance	\$_____
Other (describe)	\$_____
Other (describe)	\$_____

Monthly Bank for periodic cleaning/Deep cleaning \$_____

Total Monthly Cost \$_____ (sum of above)

Total Annual Cost (each year) \$_____

Exhibit A

DISCLOSURE OF OWNERSHIP INTERESTS

The City of Evanston Code Section 1-18-1 *et seq.* requires all persons (APPLICANT) seeking to do business with the City to provide the following information with their proposal. Every question must be answered. If the question is not applicable, answer with "NA".

APPLICANT NAME: _____

APPLICANT ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

APPLICANT is (**Check One**)

- Corporation
- Partnership
- Sole Owner
- Association

Other () _____

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

SECTION I - CORPORATION

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

1b. **(Answer only if corporation has 33 or more shareholders.)**

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

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

SECTION 2 - PARTNERSHIP/ASSOCIATION/JOINT VENTURE

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

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

SECTION 3 - TRUSTS

- 3a. Trust number and institution.

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

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

SECTION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE

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

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

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

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

Date

Signature of Person Preparing Statement

Title

ATTEST: _____

Notary Public

(Notary Seal)

Commission Expires: _____

EXHIBIT B

ADDITIONAL INFORMATION SHEET

Proposal Name: _____

Proposal Number #: _____

Company Name: _____

Contact Name: _____

Address: _____

City, State, Zip: _____

Telephone/FAX: # _____

E-mail: _____

Comments: _____

Exhibit C

CONFLICT OF INTEREST FORM

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

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

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

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

Notary Public

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

Exhibit D

ACKNOWLEDGEMENT OF UNDERSTANDING

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

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

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

Exhibit E

ANTI-COLLUSION AFFIDAVIT AND PROPOSER'S CERTIFICATION

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

of _____
(Proposer)

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

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

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

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

Subscribed and Sworn to this _____ day of _____, 20

Notary Public

Commission Expires: _____

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

EXHIBIT F

CITY OF EVANSTON M/W/D/EBE POLICY

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

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

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

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

If a bidder is selected with a Sub-contractor listed to meet the M/W/D/EBE goal, a "monthly utilization report" will be due to the City prior to each payment being issued to the Contractor. This report will include documentation of the name of the firm hired, the type of work that firm performed, etc. Should the M/W/D/EBE not be paid according to the schedule proposed in this document, the City reserves the right to cancel the contract. Examples of this monthly form can be found on the City's website: <http://www.cityofevanston.org/business/business-diversity/> ([MWDEBE Monthly Utilization Report](#)).

EXHIBIT G

M/W/D/EBE PARTICIPATION COMPLIANCE FORM

I do hereby certify that

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

This firm is a (check only one):

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

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

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

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

Total proposed price of response \$ _____

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

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

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

Name _____

Address _____

Phone Number _____

Signature of firm attesting to participation _____

Title and Date _____

Type of work to be performed _____

Please attach:

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

- | | |
|--|--|
| <input type="checkbox"/> Cook County | <input type="checkbox"/> State Certification |
| <input type="checkbox"/> Federal Certification | <input type="checkbox"/> Women’s Business Enterprise National Council |
| <input type="checkbox"/> City of Chicago | <input type="checkbox"/> Chicago Minority Supplier Development Council |

2. Attach business license if applying as an EBE

EXHIBIT G

M/W/D/EBE UTILIZATION SUMMARY REPORT

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

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

Exhibit H

M/W/D/EBE PARTICIPATION WAIVER REQUEST

I am _____ of _____, and I have authority to
(Title) (Name of Firm)
execute this certification on behalf of the firm. I _____ do
(Name)

hereby certify that this firm seeks to waive all or part of this M/W/D/EBE participation goal for the following reason(s):

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

- _____ 1. No M/W/D/EBEs responded to our invitation to bid.
- _____ 2. An insufficient number of firms responded to our invitation to bid.
For #1 & 2, please provide a narrative describing the outreach efforts from your firm and proof of contacting at least 15 qualified M/W/D/EBEs prior to the bid opening. Also, please attach the accompanying form with notes regarding contacting the Assist Agencies.
- _____ 3. No sub-contracting opportunities exist.
Please attach a written explanation of why sub-contracting is not feasible. Please provide details supporting your request.
- _____ 4. M/W/D/EBE participation is impracticable.
Please attach a written explanation of why M/W/D/EBE participation is impracticable. Please provide details supporting your request.

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

Signature: _____
(Signature)

Date: _____

EXHIBIT I

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

AGENCY	DATE CONTACTED	CONTACT PERSON	RESULT OF CONVERSATION
Association of Asian Construction Enterprises (AACE) 5500 Touhy Ave., Unit K Skokie, IL. 60077 Phone: 847-525-9693 Perry Nakachii, President			
Black Contractors United (BCU) 400 W. 76th Street Chicago, IL 60620 Phone: 773-483-4000; Fax: 773-483-4150 Email: bcunewera@ameritech.net			
Chicago Minority Business Development Council 105 West Adams Street Chicago, Illinois 60603 Phone: 312-755-8880; Fax: 312-755-8890 Email: info@chicagomsdc.org Shelia Hill, President			
Evanston Minority Business Consortium, Inc. P.O. Box 5683 Evanston, Illinois 60204 Phone: 847-492-0177 Email: embcinc@aol.com			
Federation of Women Contractors 5650 S. Archer Avenue Chicago, Illinois 60638 Phone: 312-360-1122; Fax: 312-360-0239 Email: FWCChicago@aol.com Contact Person: Beth Doria Maureen Jung, President			
Hispanic American Construction Industry (HACIA) 901 W. Jackson, Suite 205 Chicago, IL 60607 Phone: 312-666-5910; Fax: 312-666-5692 Email: info@haciaworks.org			
Women’s Business Development Ctr. 8 S. Michigan Ave, Suite 400 Chicago, Illinois 60603 Phone: 312-853-3477 X220; Fax: 312-853-0145 Email: 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.

Exhibit J

Professional Services Agreement Acknowledgement Page

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

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

_____ My firm cannot execute the City's standard professional service agreement unless the exceptions noted below or in the attached sample professional services agreement are made. *****Please be aware that submitting exceptions to the contract may impact the likelihood of your firm being selected to perform this work.**

List exceptions in the area below:

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

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

Exhibit J

Consultant Certification and Verification

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

CONSULTANT:

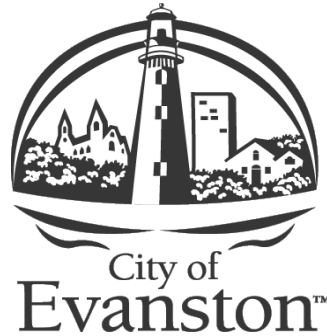
By _____

Its: _____

FEIN Number: _____

Date: _____

Exhibit J



CITY OF EVANSTON
PROFESSIONAL SERVICES AGREEMENT

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

[Insert name of the project]

("the Project")

RFP Number: **XX-XX**

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

I. COMMENCEMENT DATE

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

II. COMPLETION DATE

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

III. PAYMENTS

City shall pay Consultant those fees as provided here: Payment shall be made upon the completion of each task for a project, as set forth in Exhibit A –

Project Milestones and Deliverables. Any expenses in addition to those set forth here must be specifically approved by the City in writing in advance.

IV. DESCRIPTION OF SERVICES

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

V. GENERAL PROVISIONS

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

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

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

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

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

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

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

Consultant, within thirty (30) days, shall have the right to cure any default herein listed at its own expense, including completion of Services or the replacement or termination of any agent, employee, or sub-contractor as a result of any

violation of the General Provisions contained herein.

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

interests of City in respect to the Services being provided hereunder except as shall have been expressly disclosed in writing by Consultant to City and consented to in writing to City.

- H. Ownership of Documents and Other Materials.** All originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, AutoCAD Version 2007, Excel spreadsheets, PDF, and other documents or materials required to be furnished by Consultant hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of City, and City shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Consultant. Upon the termination of this Agreement, or upon request of City, during any stage of the Services, Consultant shall promptly deliver all such materials to City. Consultant shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement, use or reuse all or any part of such reports and other documents, including working pages, without the prior written approval of City, provided, however, that Consultant may retain copies of the same for Consultant's own general reference.
- I. Payment.** Invoices for payment shall be submitted by Consultant to City at the address set forth above, together with reasonable supporting documentation, City may require such additional supporting documentation as City reasonably deems necessary or desirable. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, after City's receipt of an invoice and all such supporting documentation.
- J. Right to Audit.** Consultant shall for a period of three years following performance of the Services, keep and make available for the inspection, examination and audit by City or City's authorized employees, agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by Consultant, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by Consultant is found to have been overstated, Consultant shall provide City an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of City's expenses for and in connection with the audit respecting such invoice.
- K. Indemnity.** Consultant shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Consultant or Consultant's sub-contractors, employees, agents or sub-contractors during the performance of this Agreement. Such indemnification shall not be limited by

reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

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

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

To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

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

- L. Insurance.** Consultant shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Consultant, and insuring Consultant against claims which may arise out of or result from Consultant's performance or failure to perform the Services hereunder: (1) worker's compensation in statutory limits and employer's liability insurance in the amount of at least \$500,000, (2) comprehensive general liability coverage, and designating City as additional insured for not less than \$3,000,000

combined single limit for bodily injury, death and property damage, per occurrence, (3) comprehensive automobile liability insurance covering owned, non-owned and leased vehicles for not less than \$1,000,000 combined single limit for bodily injury, death or property damage, per occurrence, and (4) errors and omissions or professional liability insurance respecting any insurable professional services hereunder in the amount of at least \$1,000,000. Consultant shall give to the City certificates of insurance for all Services done pursuant to this Agreement before Consultant performs any Services, and, if requested by City, certified copies of the policies of insurance evidencing the coverage and amounts set forth in this Section. The City may also require Consultant to provide copies of the Additional Insured Endorsement to said policy (ies) which name the City as an Additional Insured for all of Consultant's Services and work under this Agreement. Any limitations or modification on the certificate of insurance issued to the City in compliance with this Section that conflict with the provisions of this Section shall have no force and effect. Consultant's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City. Consultant understands that the acceptance of certificates, policies and any other documents by the City in no way releases the Consultant and its sub-contractors from the requirements set forth herein. Consultant expressly agrees to waive its rights, benefits and entitlements under the "Other Insurance" clause of its commercial general liability insurance policy as respects the City. In the event Consultant fails to purchase or procure insurance as required above, the parties expressly agree that Consultant shall be in default under this Agreement, and that the City may recover all losses, attorney's fees and costs expended in pursuing a remedy or reimbursement, at law or in equity, against Consultant.

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

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

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a

Freedom of Information Act request that calls for records within the Consultant's control, the Consultant shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemption to the disclosure of such records or part thereof is applicable. Vendor shall indemnify and defend the City from and against all claims arising from the City's exceptions to disclosing certain records which Vendor may designate as proprietary or confidential. Compliance by the City with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section.

- N. Use of City's Name or Picture of Property.** Consultant shall not in the course of performance of this Agreement or thereafter use or permit the use of City's name nor the name of any affiliate of City, nor any picture of or reference to its Services in any advertising, promotional or other materials prepared by or on behalf of Consultant, nor disclose or transmit the same to any other party.
- O. No Assignments or Sub-contracts.** Consultant shall not assign or sub-contract all or any part or its rights or obligations hereunder without City's express prior written approval. Any attempt to do so without the City's prior consent shall, at City's option, be null and void and of no force or effect whatsoever. Consultant shall not employ, contract with, or use the services of any other architect, interior designer, engineer, consultant, special contractor, or other third party in connection with the performance of the Services without the prior written consent of City.
- P. Compliance with Applicable Statutes, Ordinances and Regulations.** In performing the Services, Consultant shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations, at Consultant's sole cost and expense, except to the extent expressly provided to the contrary herein. Whenever the City deems it reasonably necessary for security reasons, the City may conduct at its own expense, criminal and driver history background checks of Consultant's officers, employees, sub-contractors, or agents. Consultant shall immediately reassign any such individual who in the opinion of the City does not pass the background check.
- Q. Liens and Encumbrances.** Consultant, for itself, and on behalf of all sub-contractors, suppliers, materialmen and others claiming by, through or under Consultant, hereby waives and releases any and all statutory or common law mechanics' materialmen's' or other such lien claims, or rights to place a lien upon City property or any improvements thereon in connection with any Services performed under or in connection with this Agreement. Consultant further agrees, as and to the extent of payment made hereunder, to execute a sworn affidavit respecting the payment and lien releases of all sub-contractors, suppliers and materialmen, and a release of lien respecting the Services at such time or times and in such form as may be reasonably requested by City. Consultant shall protect City from all liens for labor performed, material supplied

or used by Consultant and/or any other person in connection with the Services undertaken by consultant hereunder, and shall not at any time suffer or permit any lien or attachment or encumbrance to be imposed by any sub-consultant, supplier or materialmen, or other person, firm or corporation, upon City property or any improvements thereon, by reason or any claim or demand against Consultant or otherwise in connection with the Services.

- R. Notices.** Every notice or other communication to be given by either party to the other with respect to this Agreement, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States certified or registered mail, postage prepaid, addressed if to City as follows: City of Evanston, 2100 Ridge Avenue, Evanston, Illinois 60201, Attention: Purchasing Division and to Consultant at the address first above set forth, or at such other address or addresses as City or Consultant may from time to time designate by notice given as above provided.
- S. Attorney's Fees.** In the event that the City commences any action, suit, or other proceeding to remedy, prevent, or obtain relief from a breach of this Agreement by Consultant, or arising out of a breach of this Agreement by Consultant, the City shall recover from the Consultant as part of the judgment against Consultant, its attorneys' fees and costs incurred in each and every such action, suit, or other proceeding.
- T. Waiver.** Any failure or delay by City to enforce the provisions of this Agreement shall in no way constitute a waiver by City of any contractual right hereunder, unless such waiver is in writing and signed by City.
- U. Severability.** In the event that any provision of this Agreement should be held void, or unenforceable, the remaining portions hereof shall remain in full force and effect.
- V. Choice of Law.** The rights and duties arising under this Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out or due to this Agreement shall be in Cook County, Illinois. The City shall not enter into binding arbitration to resolve any dispute under this Agreement. The City does not waive tort immunity by entering into this Agreement.
- W. Time.** Consultant agrees all time limits provided in this Agreement and any Addenda or Exhibits hereto are of essence to this Agreement. Consultant shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.
- X. Survival.** Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive all performances hereunder including the termination of the Consultant.

VI. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Consultant's noncompliance with any provision of Section 1-12-5 of the Evanston City Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared non-responsible and therefore ineligible for future contracts or sub-contracts with the City, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

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

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Consultant shall comply with all requirements of City of Evanston Code Section 1-12-5.

B. That, in all solicitations or advertisements for employees placed by it on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

VII. SEXUAL HARASSMENT POLICY

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

- A.** The illegality of sexual harassment;
- B.** The definition of sexual harassment under State law;
- C.** A description of sexual harassment utilizing examples;
- D.** The Consultant's internal complaint process including penalties;
- E.** Legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission, and directions on how to contact both; and
- F.** Protection against retaliation as provided to the Department of Human Rights.

VIII. CONSULTANT CERTIFICATIONS

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

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

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

D. Consultant certifies that it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State in the U.S., nor made any admission of guilt of such conduct that is a matter of record. (720 ILCS 5/33 E-3, E-4).

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

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

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

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

IX. INTEGRATION

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

In the event of any inconsistency between this Agreement, and any Exhibits, this Agreement shall control over the Exhibits. In no event shall any proposal or contract form submitted by Consultant be part of this Agreement unless agreed to in a writing signed by both parties and attached and referred to herein as an Addendum, and in such event, only the portions of such proposal or contract form consistent with this Agreement and Exhibits hereto shall be part hereof.

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

CONSULTANT:

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

By: _____

By: _____

Luke Stowe

Its: _____

Its: City Manager

FEIN Number: _____

Date: _____

Date: _____

Approved as to form:

By: _____

Alexandra B. Ruggie

Its: Corporation Counsel

Revision: April 2021

EXHIBIT A – Project Milestones and Deliverables

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

I. **COMMENCEMENT DATE:** _____

II. **COMPLETION DATE:** _____

III. **FEES:**

IV. **SERVICES/SCOPE OF WORK:**

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

Dated: _____

EXHIBIT K

PROPOSAL BOND SUBMITTAL LABEL (If Applicable)

SUBMITTAL NUMBER: _____

SUBMITTAL NAME: _____

SUBMITTAL DUE DATE/TIME: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY TELEPHONE #: _____

Registering for DemandStar



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

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

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

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

1 REGISTER

Go to:

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

Create an Account with DemandStar

You are one step away from picking your free government agency

Email Address

Company Name

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

Next



2 CHOOSE YOUR FREE AGENCY

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

3 CHECK OUT

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

← Choose Your Free Agency

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

City of Metropolis 

Narrow down your search by selecting a state and county.

State

County

Select State ▼

Select County ▼

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

You have chosen **Metropolis Technical College** as your free agency.
Add additional government agencies below for \$25 per County,
Statewide and National subscriptions available.

My Subscriptions  [0]

Nation (0)

States (0)

Counties (0)

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

Proceed to Checkout

Skip for Now

SIGN UP

Visit www.demandstar.com





DEMANDSTAR

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

(E-bidding) Electronic Bidding Instructions

Introduction

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

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

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



How to check if it is an e-bidding opportunity

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

In order to do
e-bidding

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

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

In order to do
e-bidding

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

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

Contact Information

** indicates required fields*

Company Name *

Address 1 *

Address 2

City *


State *

Postal Code *

Phone *

Fax

Country *

 Bid Amount *

Alternate Bid Amount

Notes

In order to do e-bidding

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

Required Documents



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

Agency Required Documents

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

In order to do e-bidding

Upload your response documents in an accepted file format

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

E-Bid Response Documents

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

No response documents uploaded

Agency Accepted File Formats



Formats

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

Upload Electronic Documents

** indicates required fields*



Document Title *

Specify Upload Document *

No file chosen


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

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

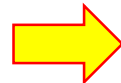
* indicates required fields

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) ✓