

**REQUEST FOR PROPOSAL**

**NUMBER: 13-11**

**for**

**Elevator Inspection Program**



**PROPOSAL DEADLINE:**      **2:00 P.M., February 21, 2013**  
**Room 4200,**  
**Lorraine H. Morton Civic Center,**  
**2100 Ridge Avenue,**  
**Evanston, Illinois, 60201**

**SEALED PROPOSALS TO BE RETURNED TO:**

CITY OF EVANSTON  
PURCHASING DIVISION, ROOM 4200  
LORRAINE H. MORTON CIVIC CENTER  
2100 RIDGE AVENUE  
EVANSTON, ILLINOIS 60201  
PHONE (847)866-2935 \* FAX (847)448-8128

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CITY OF EVANSTON  
**NOTICE TO PROPOSERS**

Sealed proposals will be received by the City Purchasing Manager in Room 4200, Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Evanston, Illinois 60201, until 2:00 P.M. local time on **February 21, 2013**. Proposals shall cover the following:

**Elevator Inspection Program**  
**RFP # 13-11**

The City of Evanston's Community and Economic Development Department is seeking proposals from experienced firms for mechanical and electrical inspections as well as plan review of all existing and new safety devices and equipment related to passenger and freight elevators, escalators, dumbwaiters, or any conveyance device that is listed under the authority of the rules, regulations and laws of the State of Illinois ("Elevators"), located within the City of Evanston.

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.

Jewell Jackson  
Manager, Purchasing and Contracts

**CITY OF EVANSTON**  
**Request for Proposal**

**1.0 INTRODUCTION**

The City of Evanston is requesting proposals from State of Illinois licensed and Qualified Elevator-Inspector (QEI) elevator inspection companies to provide mechanical and electrical inspections as well as plan review of all existing and new safety devices and equipment related to passenger and freight elevators, escalators, dumbwaiters, or any conveyance device that is listed under the authority of the rules, regulations and laws of the State of Illinois ("Elevators"), located within the City of Evanston. Inspections shall be conducted to assure compliance with the requirements of the State of Illinois Elevator Safety Act within the time limitations of the Act and subject to the rules and policies of the State of Illinois State Fire Marshal's Office. It is estimated that there are approximately 824 plus conveyance systems (including City "elevators") in Evanston requiring inspections. This is an estimate only and shall not be interpreted as a promise of work but shall only be used as a means of determining the Bid Price. At this time, inspections are required on a bi-annual basis. Vendor shall only provide inspection and witnessing services. Vendor shall not be a maintenance and new conveyance systems installation contractor or sub-contractor.

Additional services requested are included herein.

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, Bidders are advised to carefully examine

- the contract documents
- project scope and work tasks to be accomplished
- specifications
- 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**

Duties and responsibilities shall include inspections in accordance with the State of Illinois Elevator Safety Act (225 ILCS 312/1), the City of Evanston municipal ordinances relating to the operation of Elevators, and all applicable state and federal laws. Addresses of Elevator locations will be provided by the City's Community and Economic Development Department (CED). In addition, plan reviews for new and upgraded elevators shall be conducted for compliance with the State and City code. Vendor shall be available to pick up and return plans when notified. Correction Orders shall be issued to responsible parties stating elevator safety violations and required corrective work. When applicable, declaration and postings shall be made identifying Elevators to be out of service when inspections reveal serious code violations making continued service hazardous. Designated City staff member(s) shall be notified by the vendor about the action within 24 hours. Vendor shall schedule all initial and follow up inspections with the responsible agent or representative of the initial and follow up inspections with the responsible agent or representative of the building owners or occupants. Vendor shall provide invoicing, collect payment, and issue elevator certificate as later defined within the body of this document.

### **Contract Term**

The Contract Term shall be three (3) years. After the initial term, there shall be two (2) options to renew for one (1) additional year.

### **Work Rules and Procedures**

#### **a. Vendor to provide and Maintain Valid Federal, State and Local Licensure**

The successful vendor shall maintain all required certificates and or licensures required by any Federal, State or County as mandated by such. All such required documents shall remain current, valid, and effective throughout the time period of the awarded contract.

#### **b. Vendor to Coordinate/Schedule Inspections**

Vendor shall arrange, coordinate, and schedule inspections with all building owners, owner's representatives and/or responsible agents, companies or service organizations that represent the owners/operators of such devices that require inspection. All inspections shall be conducted during normal business hours or which is deemed reasonable and convenient to all parties.

1. The Community and Economic Development Department shall provide Vendor with all known current contact information pertaining to the building or buildings in which the conveyance devices are located on an annual basis. Vendor shall work with CED to maintain updated contact information.

2. Vendor shall pre-arrange access to all pertinent rooms and areas of concern ahead of determined inspection date and time. Neither vendors nor their associated employees shall have access to any key boxes as designated Fire Department use only (i/e lock boxes that provide access to buildings for emergency response personnel).
3. Vendor shall conduct a minimum of two (2) semi-annual inspections for all safety and life equipment in the City. Many of the business addresses provided by the City will have more than one (1) unit of equipment. All units of equipment must be inspected and certified.
4. Vendor shall provide a copy of inspection reports to building owner/representative at the time of completion of the inspection and supply reports in an electronic format on a monthly basis to the City of Evanston – Community and Economic Development Department.

**c. Vendor to provide for Invoicing, collecting payments and issuing elevator certificate**

Vendor shall be responsible for direct invoicing of all building owners. The initial invoice shall depict all required inspections for the upcoming calendar year as required by the current rules and regulations that regulate such required inspections. Vendor shall collect payment in accordance with City's fee ordinance. Payments collected by vendor from businesses/building owners in addition to the contract amount shall be remitted to the City of Evanston in a form of check on a monthly basis. Upon successful completion or approval of inspection, the Vendor shall provide the pre-approved designated certificate of elevator or conveyance approval to the building owner. If the inspection is unsuccessful in that it has failed for some reason or the prearranged inspection failed to take place, a reinspection should be coordinated at a specified time, and only when applicable. Additional invoicing shall be provided to the business/building owner for reinspection services.

**d. Reports Required**

Vendor shall provide to CED a monthly electronic report in a prescribed format. The reports shall include the total number of inspections and reinspections required at each address for each unit being inspected.

Vendor shall provide to CED an electronic report (statement) of invoicing and payments collected during that time period that details a copy of invoice, payment received by vendor along with a check (made to 'City of Evanston') for any amount collected in excess of contract amount with each end of month report.

**e. Inspections to be Conducted**

Vendors must perform required inspections of such equipment in accordance with the Elevator Safety and Regulation Act; The City Code as may be amended from time to time; American Society of Mechanical Engineers

Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walkways; Safety Standard for Platform Lifts and Stairway Chairlifts; Safety Code for Existing Elevators and Escalators; and the Codes of any other agency so referenced by State of Illinois Authority for the safe operation of such devices. Vendor company shall have no conflict of interest.

**f. Equipment Installations/Plan Reviews**

Vendors will be responsible for the review of all pertinent plans and construction documents that relate to renovations or installations of any associated equipment that falls under the scope of the laws or rules pertaining to the Elevator Safety Act of the State of Illinois and the code adopted by the municipality.

**g. Additional Services**

1. Emergency response service if required to work directly with the City of Evanston Fire Department in situations after a failure or entrapment event where inspections or test witnessing are necessary to certify equipment can be reinstated.
2. Report prepared as a result of an elevator accident indicating apparent failure.
3. Inspection scheduling to be coordinated directly with the or his/her designee.
4. Billing services directly to owners or his/her designee. This also includes re-inspection and direct billing for re-inspections to ensure previously cited code violations were corrected. Provide a list and contact information of all your clients for whom you provide direct billing services.
5. Work with the City to improve processes and communication to building owners, clarification of certificates posted, and improve opportunities of customer services for City wide program through education when applicable to code changes.

**h. City's Current Operations**

The City of Evanston is responsible for ensuring the inspection of approximately 824 elevator and conveyance systems. The City currently uses an inspection service for its elevator inspections and plan reviews. The City of Evanston currently has a Municipal Elevator Safety Program Agreement with the Office of the State Fire Marshal per the Elevator Safety and Regulation Act. The City issues Elevator Certificates annually based on the calendar year according to those elevator/conveyance systems that have passed all inspections.

**i. Professional Requirements**

Vendor shall provide evidence and copies of any and all required licenses from the State of Illinois. All documents shall be kept current and valid. At

Vendor's sole expense, it shall procure all necessary licenses, certifications and permits needed to conduct the work required under this contract. Below, please find a list of necessary requirements:

1. State Licensed Elevator Inspector
2. Firm must be registered as a State licensed firm with the State of Illinois
3. Inspectors assigned to City must have a minimum of 10 years of experience inspecting all types of vertical transportation services including but not limited to elevators, escalators, dumbwaiters, lifts, chair lifts and accessory equipment.
4. National Association of Elevator Safety Authorities accredited (NAESA) Qualified Elevator Inspector Certification (Q.E.I.)
5. 24 Hour Emergency service available

**j. Equipment Repair and Maintenance**

The repair, replacement, alterations or any other work as may be necessary as outlined or depicted within the inspection report shall be the sole responsibility of the building owner.

**k. No Conflict of Duties**

For this RFP, the Vendor must not be an elevator maintenance company. The Vendor who is awarded this contract is not to allow any of their employees or authorized subcontractors to perform any services to correct any non-compliance as depicted in any report. Nor shall the Vendor or their employees or authorized sub-contractors conduct any work installation, maintenance or repair on any device within the jurisdiction of the City of Evanston while under contract with the City.

**l. Consequences of Termination**

In the event of termination, the Vendor shall deliver to the City copies of all reports, documents and other work performed by the Vendor under this agreement.

**m. Transportation**

- The Vendor shall not at any time assess a fuel charge.
- Shall provide their own vehicles.
- Shall not charge for travel time.

**n. Identification**

Vendor and its employees shall have a visible identification at all times.

**3.0 INSURANCE**

Vendor 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 Vendor, and insuring Vendor against claims which may arise out of or result from Vendor's performance or failure to perform the Services hereunder.

The Vendor 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 - \$3,000,000 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. Vendor'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**

Responses to this Request shall be in one volume. Any firm brochures and/or information pertaining to the qualifications of the firm and/or team may be submitted, but must be included in a single volume. Applicant firms must submit three (3) hardcopies, one (1) unbound original and an electronic copy on a flash drive.

##### **A. Cover Letter**

The cover letter will include the following:

- introduction of firm
- signed by an authorized Principal of the firm
- include the name, address 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, email, 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.
- Provide a list and contact information of all your clients for whom you provide direct billing services.
- Provide a copy of your current state issued elevator inspection license.

**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 sheet (see pages 17 & 18).

**E. Contract**

The City has attached its standard contract in Exhibit O (see page 35– Professional Services Agreement). List all exceptions to the contract.

**5.0 M/W/EBE GOALS**

The City has a goal of 25% of the contract amount for the participation and utilization of Minority-Owned, Women-Owned, an Evanston-based businesses (M/W/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/EBEs in completing a portion of the required services. Provide a copy of the certification for M/W/EBE's that will assist in achieving the M/W/EBE goal with your submittal as well as the appropriate M/W/EBE forms or Request for Waiver. Any questions regarding M/W/EBE compliance should be submitted in writing to Jewell Jackson [jjackson@cityofevanston.org](mailto:jjackson@cityofevanston.org) with a copy to Joe McRae [jmcrae@cityofevanston.org](mailto:jmcrae@cityofevanston.org)

**6.0 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.

1. Services
2. Qualifications and Expertise
3. Fees
4. M/W/EBE Participation (does not guarantee award)
5. Willingness to execute City of Evanston professional services agreement

## **7.0 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.

## **8.0 PROPOSED SCHEDULE**

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

Issue Request for Proposal (Electronic Submission)	January 31, 2013
Final questions Due	February 8, 2013
Final Addendum Issued	February 14, 2013
Proposals Due (by 2:00 p.m., CST)	February 21, 2013
Oral Interviews/Presentations	Week of March 5th
City Council Award of Contract	March 18, 2013

## **9.0 QUESTIONS REGARDING RFP**

All questions related to this RFP should be submitted in writing to Jewell Jackson, Manager, Purchasing and Contracts, at [jjackson@cityofevanston.org](mailto:jjackson@cityofevanston.org) with a copy to Jeff Murphy, Building and Inspection Services Manager at [jmurphy@cityofevanston.org](mailto:jmurphy@cityofevanston.org)

## **10.0 GENERAL TERMS AND CONDITIONS**

### **A. Confidentiality**

In connection with this Agreement, City may provide Vendor with information to enable Vendor to render the Services hereunder, or Vendor may develop confidential information for City. Vendor agrees (i) to treat, and to obligate Vendor'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 Vendor 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 Vendor on a confidential basis from any third party unless Vendor 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 Vendor's control, the Vendor 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 Vendor shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records or part thereof, is applicable.

The Purchasing Manager 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**

The contractor agrees to hold harmless the City of Evanston and all of its agents, servants, and employees against any and all lawsuits, claims, demands, liabilities, losses, and/or expenses; including court costs and attorneys' fees on account of injury to any person, or any death resulting from such injury, or any damage to property which may have arisen from work specifically related to the contract and/or project.

**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 [www.demandstar.com](http://www.demandstar.com), or by contacting the office of the Purchasing Manager, 847-866-2935.

**F. Term**

The Contract Term shall be three (3) years. After the initial term, there shall be two (2) options to renew for one (1) additional year. 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 sufficient funds to complete the contract are not appropriated by The City of Evanston's 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 Vendor 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 Manager. 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 office of the Purchasing Manager.
- 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 Manager. 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 Manager to take. Statements shall be sworn and submitted under penalty of perjury.

#### **L. Authority To Resolve Protests And Contract Claims**

*Protests:* The Purchasing Manager 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 Manager, 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 Vendors harmless from and against all liabilities, fees and costs, including legal and Vendor 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**

All Proposers shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Firm, any of its employees, or subcontractors has been involved in within the last three (3) years.

**N. Subcontractors**

If any firm submitting a proposal intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting firm(s) must be clearly disclosed in the proposal. Following the award of the contract, no additional subcontracting will be allowed without the prior written consent of the City of Evanston. Subcontractor must not be a maintenance company. Vendor is not to perform any services or repair for non-compliance depicted in any inspection report.

**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 Manager reserves the right to disqualify any Proposer found to have contacted City Personnel in any manner with regard to the Project. Additionally, if it is determined that the contact with City Personnel was in violation of any provision of 720 ILCS 5/33EE, the matter may be referred to the Cook County State's Attorney for review and prosecution.



**P. Costs Incurred**

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

**Q. Inability to Perform**

In the event the Vendor is unable to perform assigned task in time frame prescribed, the City reserves the right to hire another Vendor to complete the task on said property as well as any other future properties. Any charges over and above awarded contract price shall be reimbursed to the City immediately.

## EXHIBIT A: FEE PROPOSAL

### Plan Review and approvals:

Plan Reviews – New approval \$\_\_\_\_\_ per permit approval  
Plan Reviews Renovated/Modernization \$\_\_\_\_\_ per permit approval

Direct billing, payment collection, \$\_\_\_\_\_ per inspection  
Certificate issuance charge:

### Annual Required Witnessing fees for City owned Elevators/Conveyance Systems: Specify (Exhibit B – Inventory Attached):

_____	\$_____	per test
_____	\$_____	per test
_____	\$_____	per test
_____	\$_____	per test
_____	\$_____	per test

Please provide all other ancillary fees that should be included in this contract below.

### Other Services:

Specify: \_\_\_\_\_ \$\_\_\_\_\_ per inspection

### Additional information or conditions (if applicable):

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### EXHIBIT A: FEE PROPOSAL (Cont'd)

Elevator Inspections Costs				
Conveyance Type		Total Addresses within the City by Conveyance Type	Semi Annual Inspection Fee (2x per Year)*	Compliance Re-Inspection Fee**
Dumbwaiter	Type A	14		
Dumbwaiter	Type B	2		
Escalator	Type A	12		
Escalator	Type B	3		
Freight/Service	Type A	72		
Freight/Service	Type B	32		
Garage	Type A	1		
Garage	Type B	1		
Passenger	Type A	416		
Passenger	Type B	214		
Platform Lift	Type A	4		
Platform Lift	Type B	1		
Porch Lift		1		
Sidewalk Lift		2		
Truck Dock Lift		3		
Wheelchair Lift		46		
<b>Total</b>		<b>824</b>		

Type A = Equals units with five or less floors

Type B = Equals units with more than five floors

\*Please provide the fee per inspection

\*\*Please provide the fee per re-inspection

**Exhibit B**  
**Inventory of City of Evanston Owned Elevators**

<b>Inventory of City Owned Elevators and Location</b>			
1	City Of Evanston Service Center	2020	Asbury Ave.
1	Chandler Comm. Center/Assist. Tech	1028	Central St.
1	Evanston Fire Department #5	2830	Central St.
3	City Of Evanston - 525 Church	525	Church St.
6	Sherman Plaza Parking Garage	821	Davis St.
1	Levy Senior Center	300	Dodge Ave.
1	Evanston Police Department	1454	Elmwood Ave.
2	Fleetwood Jordain	1655	Foster St.
2	City Of Evanston Water Department	555	Lincoln St.
6	City Of Evanston Parking Garage	1800	Maple Ave.
2	Noyes Cultural Art Center	927	Noyes St.
3	Evanston Public Library	1703	Orrington Ave.
2	City Of Evanston Facilities Management	2100	Ridge Ave.
1	City Of Evanston - 1620 Sherman	1620	Sherman Ave.
<b>32</b>	<b>Total Elevators</b>		

## Exhibit C

### **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.

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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.)

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- 
- 
- 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.)

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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

Commission Expires: \_\_\_\_\_ (Notary Seal)



**Exhibit D**

**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 \_\_\_\_\_, 2013

\_\_\_\_\_  
Notary Public

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

## Exhibit E

### ACKNOWLEDGEMENT OF UNDERSTANDING

#### THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

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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).

---

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

**Exhibit F**

**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 and sworn to before a notary public.  
Subscribed and Sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Notary Public

Commission Expires: \_\_\_\_\_

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

## Exhibit G

### Schedule of Additional M/W/EBE Subcontractors

Project Description: \_\_\_\_\_  
Specification Number: \_\_\_\_\_

I do hereby certify that:

\_\_\_\_\_ intends to participate as a Subcontractor  
(Name of M/W/EBE Firm)

on the project known as \_\_\_\_\_.  
(Type of Work)

This firm is a: (Check Only One)

\_\_\_\_\_ Minority Business Enterprise (MBE), a firm that is at least 51%, managed and controlled by a Minority.

\_\_\_\_\_ Women's Business Enterprise (WBE), a firm that is at least 51%, managed and controlled by a Woman.

\_\_\_\_\_ Evanston Business Enterprise (EBE), a firm located in Evanston for a minimum one year and which performs a "commercially useful function."

\_\_\_\_\_  
Address of M/W/EBE

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Phone No.

\$ \_\_\_\_\_  
Dollar Amount of Participation

\_\_\_\_\_  
Percent Amount of Participation %

**[use additional sheets as necessary and attach to affidavit]**

## Exhibit H

### Letter of Intent from M/W/EBE to Perform as a Subcontractor, Supplier, and/or Vendor and Affirmation of M/W/EBE Status

Project Description: \_\_\_\_\_

Specification Number: \_\_\_\_\_

From: \_\_\_\_\_  
(Name of M/W/EBE Firm)

To: \_\_\_\_\_ and the City of Evanston:  
(Name of Bidder/Proposer/Prime Contractor)

\_\_\_\_\_ intends to participate as a Subcontractor  
(Name of M/W/EBE Firm)

on the project known as \_\_\_\_\_.  
(Project Description)

This firm is a: (Check Only One)

\_\_\_\_\_ Minority Business Enterprise (MBE), a firm that is at least 51%, managed and controlled by a Minority.

\_\_\_\_\_ Women's Business Enterprise (WBE), a firm that is at least 51%, managed and controlled by a Woman.

\_\_\_\_\_ Evanston Business Enterprise (EBE), a firm located in Evanston for a minimum one year and which performs a "commercially useful function."

#### **Copies of all MBE or WBE certifications have been attached.**

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

---

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The above described performance is offered for the following price and described terms of payment:

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The undersigned will enter into a formal written agreement for the above work with you as a prime contractor, conditioned upon your execution of a written contract with the City of Evanston, and will do so within (3) three working days of receipt of a signed contract from the City of Evanston.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Owner, President, authorized agent of M/W/EBE)

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Phone No.

## Exhibit I

### Affidavit of M/W/EBE Goal Implementation Plan

Project Description: \_\_\_\_\_

Specification Number: \_\_\_\_\_

I hereby declare and affirm that I am the duly authorized representative of:

\_\_\_\_\_  
(Name of Bidder/Proposer)

and that I have authority to execute this affidavit on behalf of this firm. I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the M/W/EBE goals of this contract. **Copies of all MBE or WBE certifications have been attached.** Neither this firm nor its partners, directors and/or officers have a controlling interest, a conflict of interest, or any authority to control the activities of the scheduled M/W/EBE firm(s).

I do hereby certify that:

\_\_\_\_\_ intends to participate as a Subcontractor  
(Name of M/W/EBE Firm)

on the project known as \_\_\_\_\_.  
(Type of Work)

\_\_\_\_\_  
Address of M/W/EBE

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Phone No.

\$ \_\_\_\_\_  
Dollar Amount of Participation

\_\_\_\_\_  
Percent Amount of Participation %

Further, this firm is a: (Check Only One)

\_\_\_\_\_ Minority Business Enterprise (MBE), a firm that is at least 51%, managed and controlled by a Minority.

\_\_\_\_\_ Women's Business Enterprise (WBE), a firm that is at least 51%, managed and \_\_\_\_\_ controlled by a Woman.

\_\_\_\_\_ Evanston Business Enterprise (EBE), a firm located in Evanston for a minimum one year and which performs a "commercially useful function."

**[If more than one Subcontractor is indicated, attach completed schedule for additional Subcontractors, which is attached to this affidavit]**

**To the best of my knowledge, information and belief, the facts and representations contained in this Affidavit and attached schedule(s) are true, and no material facts have been omitted.**

The Bidder/Proposer/Contractor designates the following person as its M/W/EBE Liaison contact:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

**I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized on behalf of the Bidder/Proposer/Contractor, to make this Affidavit.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Affiant)

State of: \_\_\_\_\_

County (City) of: \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of

\_\_\_\_\_, by \_\_\_\_\_ as President

(or other authorized officer) of \_\_\_\_\_  
(Firm Name)

Notary Seal

\_\_\_\_\_  
(Notary Public Signature)

Commission Expires: \_\_\_\_\_



## **Exhibit J**

### **M/W/EBE WAIVER REQUIREMENTS**

#### **I. WAIVER REQUIREMENTS**

- A. Procedure for Waiver. If the Bidder/proposer determines it is unable to meet the goals outlined herein regarding MBE/WBE/EBE participation, the Bidder must seek a waiver or modification of the utilization percentage by submitting an M/W/EBE Participation Waiver Request. The City of Evanston, in its sole discretion, shall determine whether the request for the reduction or waiver will be granted.
- B. Procedure for Bids. Once the bids have been opened, the lowest responsive and responsible Bidder, upon request from the City, has 10 calendar days to submit supporting documentation for the waiver request to the City Manager or a designee. The Bidder's failure to provide sufficient documentation to support the waiver or modification request will cause the bid/proposal to be found non-responsive by the City and the bid will be rejected.
- C. Procedure for Proposers responding to Requests for Proposals (RFPs). Proposers responding to Requests for Proposals (RFPs) for who have been identified as a short listed candidate and/or a prospective awardee will be given 10 calendar days to submit to the City Manager or a designee complete documentation that adequately addresses the conditions for waiver described herein.
- D. Procedure for Respondents to Request for Information (RFIs) and/or Request for Qualifications (RFQs). Proposers responding to a Request or who have been identified as the most responsive and responsible will be given 10 calendar days to submit to the City Manager or a designee complete documentation that adequately addresses the conditions for waiver described herein during negotiations.
- E. Failure to submit documentation deemed sufficient to support the waiver request will cause the bid/proposal to be rejected as being non-responsive. In such cases, the remedies to be taken by the City, in its discretion, may include but not be limited to, forfeiture of bid deposit, negotiating with the next lowest Bidder/proposer, or re-advertising the bid/proposal.
- F. All Bidders/proposers are strongly encouraged to submit all required supporting documents at the time of bid opening to expedite the contract award.

- G. For the MBE/WBE/EBE waiver or modification request to receive consideration, the following information must be submitted within the time frames noted above:
1. A narrative describing the Bidder/Proposer's efforts to secure Minority, Women and Evanston Business Enterprise Participation prior to bid opening.
  2. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified M/W/EBE firms.
  3. Names (of owners), addresses, telephone numbers, date and time of contact and method of contact of qualified Minority, Women and Evanston owned businesses which were contacted by the contractor. Copies of letters or any other evidence of mailing or electronic mailing to such firms shall be submitted.
  4. Every waiver and/or reduction request must include written evidence that the Bidder/proposer contacted at least (3) three of the Assist Agencies identified in Exhibit N to these specifications. Proof of such notification and contact prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required to be submitted in order to be deemed responsive on the date of bid opening. The City reserves the right to contact the Assist Agency (ies) for verification of notification.

To obtain the complete specifications for the M/W/EBE program please contact Jewell Jackson with a copy to [jmcrae@cityofevanston.org](mailto:jmcrae@cityofevanston.org), Joe McRae Deputy City Manager at [jmcrae@cityofevanston.org](mailto:jmcrae@cityofevanston.org).

**Exhibit K**

**M/W/EBE PARTICIPATION WAIVER REQUEST**

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

hereby certify that this firm seeks to waive all or part of this M/W/EBE participation goal

for the following reason(s): **(CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION**

**MUST BE ATTACHED.)**

1. No M/W/EBEs responded to our invitation to bid. \_\_\_\_\_
2. An insufficient number of firms responded to our invitation to bid. \_\_\_\_\_
3. No subcontracting opportunities exist. \_\_\_\_\_
4. M/W/EBE participation is impracticable. \_\_\_\_\_

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

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

Signature: \_\_\_\_\_  
(Signature of Affiant)

Date: \_\_\_\_\_

Corporate Seal (where appropriate)

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, by  
\_\_\_\_\_ as President

(or other authorized officer) of \_\_\_\_\_. Notary Seal  
(Firm Name)

\_\_\_\_\_  
(Notary Public Signature)

Commission Expires: \_\_\_\_\_

**Exhibit L**  
**Construction Contractors' Assistance Organizations**

Association of Asian Construction Enterprises  
333 N. Ogden Avenue  
Chicago, Illinois 60607  
312-563-0746  
312-666-1785 Fax  
Perry Nactachi

Black Contractors United (BCU)  
400 West 76<sup>th</sup> Street, Suite 200  
Chicago, Illinois 60620  
773-483-4000  
773-483-4150 Fax  
Email: [bcunewera@ameritech.net](mailto:bcunewera@ameritech.net)  
Florence B. Cox, Executive Director

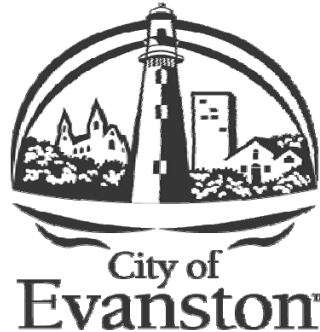
Chicago Minority Business Development Council  
105 West Adams Street  
Chicago, Illinois 60603  
312-755-8880  
312-755-8890 Fax  
Shelia Hill, President

Federation of Women Contractors  
330 S. Wells, Suite 1110  
Chicago, Illinois 60606  
312-360-1122  
312-360-0239 Fax  
Email: [fwcchicago@aol.com](mailto:fwcchicago@aol.com)  
Sandra Gidley, Administrator

Hispanic American Construction Industry Association  
901 W. Jackson Blvd., Suite 205  
Chicago, Illinois 60607  
312-666-5910  
312-666-5692 Fax  
Attn: Paul Cerpa, Executive Director  
Email: [pcerpa@haciaworks.org](mailto:pcerpa@haciaworks.org)  
Gilbert Villegas, Associate Director  
Email: [gvillegas@haciaworks.org](mailto:gvillegas@haciaworks.org)

Women's Business Development Center  
8 So. Michigan Avenue, Suite 400  
Chicago, Illinois 60603-3302  
312-853-3477  
312-853-0145 Fax  
Email: [wdbc@wdbc.org](mailto:wdbc@wdbc.org)  
Carol Dougal, Director

## Exhibit M



### 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")*

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 "Vendor"). Compensation for all basic Services ("the Services") provided by the Vendor pursuant to the terms of this Agreement shall not exceed *[\$[Insert fee here]]*.

#### I. COMMENCEMENT DATE

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

#### II. COMPLETION DATE

Vendor 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 Vendor 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**

Vendor 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 Vendor’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.** Vendor shall perform the Services in a professional and workmanlike manner. All Services performed and documentation (regardless of format) provided by Vendor 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. Vendor 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 Vendor during the term of this Agreement. All materials, buildings, structures, or equipment designed or selected by Vendor shall be workable and fit for the intended use thereof, and will comply with all applicable governmental requirements. Vendor 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. Vendor 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, Vendor 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.

Vendor is responsible for conforming its final work product to generally accepted professional standards for all work performed pursuant to this Agreement. Vendor is an independent Vendor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to, Worker’s Compensation Insurance. 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. Vendor acknowledges and agrees that should Vendor or its subVendors provide false information, or fail to be or remain in compliance with this Agreement, the City may void this Agreement. The Vendor

warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Vendor's work and all indemnity and insurance requirements.

The Vendor shall obtain prior approval from the City prior to subcontracting with any entity or person to perform any of the work required under this Agreement. If the Vendor subcontracts any of the services to be performed under this Agreement, the subVendor 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 Vendor shall be responsible for the accuracy and quality of any subVendor's work.

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

The Vendor 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 OSHA relative to this Project, as necessary. Vendor 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.** Vendor represents and warrants that: (1) Vendor possesses and will keep in force all required licenses to perform the Services, (2) the employees of Vendor performing the Services are fully qualified, licensed as required, and skilled to perform the Services.

**C. Termination.** City may, at any time, with or without cause, terminate this Agreement upon seven (7) days written notice to Vendor. If the City terminates this agreement, the City will make payment to Vendor 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 Vendor 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.

**D. Independent Vendor.** Vendor's status shall be that of an independent Vendor and not that of a servant, agent, or employee of City. Vendor shall not hold Vendor out, nor claim to be acting, as a servant, agent or employee of City. Vendor is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of City. Vendor 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. Vendor 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.

**E. Conflict of Interest.** Vendor represents and warrants that no prior or present services provided by Vendor 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 Vendor to City and consented to in writing to City.

**F. 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 Vendor 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 Vendor. Upon the termination of this Agreement, or upon request of City, during any stage of the Services, Vendor shall promptly deliver all such materials to City. Vendor 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 Vendor may retain copies of the same for Vendor's own general reference.

**G. Payment.** Invoices for payment shall be submitted by Vendor 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.

**H. Right to Audit.** Vendor 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 Vendor, 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



Vendor is found to have been overstated, Vendor 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.

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

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 Vendor 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, Vendor 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 Vendor of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by Vendor 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, Vendor 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 Vendor 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.

Vendor 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 subVendors' work. Acceptance of the work by the City will not relieve the Vendor 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.

**J. Insurance.** Vendor 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 Vendor, and insuring Vendor against claims which may arise out of or result from Vendor'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. Vendor shall give to the City certificates of insurance for all Services done pursuant to this Agreement before Vendor 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 Vendor to provide copies of the Additional Insured Endorsement to said policy(ies) which name the City as an Additional Insured for all of Vendor'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. Vendor'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. Vendor understands that the acceptance of certificates, policies and any other documents by the City in no way releases the Vendor and its subcontractors from the requirements set forth herein. Vendor 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 Vendor fails to purchase or procure insurance as required above, the parties expressly agree that Vendor 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 Vendor.

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

**K. Confidentiality.** In connection with this Agreement, City may provide Vendor with information to enable Vendor to render the Services hereunder, or Vendor may develop confidential information for City. Vendor agrees (i) to treat, and to obligate Vendor'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 Vendor 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 Vendor on a confidential basis from any third party unless Vendor 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 Vendor's control, the Vendor 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 Vendor shall cooperate to determine what records are subject to such a request and whether or not any exemptions 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.

**L. Use of City's Name or Picture of Property.** Vendor 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 Vendor, nor disclose or transmit the same to any other party.

**M. No Assignments or Subcontracts.** Vendor shall not assign or subcontract 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. Vendor shall not employ, contract with, or use the services of any other architect, interior designer, engineer, Vendor, special contractor, or other third party in connection with the performance of the Services without the prior written consent of City.

**N. Compliance with Applicable Statutes, Ordinances and Regulations.** In performing the Services, Vendor shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations, at Vendor'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 Vendor's officers, employees, subcontractors, or agents. Vendor shall immediately reassign any such individual who in the opinion of the City does not pass the background check.

**O. Liens and Encumbrances.** Vendor, for itself, and on behalf of all subcontractors, suppliers, materialmen and others claiming by, through or under Vendor, 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. Vendor further agrees, as and to the extent of payment made hereunder, to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, 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. Vendor shall protect City from all liens for labor performed,

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

**P. 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 Vendor at the address first above set forth, or at such other address or addresses as City or Vendor may from time to time designate by notice given as above provided.

**Q. 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 Vendor, or arising out of a breach of this Agreement by Vendor, the City shall recover from the Vendor as part of the judgment against Vendor, its attorneys' fees and costs incurred in each and every such action, suit, or other proceeding.

**R. 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.

**S. 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.

**T. 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.

**U. Time.** Vendor agrees all time limits provided in this Agreement and any Addenda or Exhibits hereto are of essence to this Agreement. Vendor shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.

**V. Survival.** Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive all performances hereunder including the termination of the Vendor.

## **VI. EQUAL EMPLOYMENT OPPORTUNITY**

In the event of the Vendor'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 Vendor may be declared nonresponsible and therefore ineligible for future

contracts or subcontracts 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 Vendor 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. Vendor 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 Vendor 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 Vendor'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. VENDOR CERTIFICATIONS**

**A.** Vendor acknowledges and agrees that should Vendor or its subVendor provide false information, or fail to be or remain in compliance with the Agreement, the City may void this Agreement.

**B.** Vendor 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 Vendor, or any officer, director, partner, or other managerial agent of Vendor, 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, Vendor certifies at least five years have passed since the date of the conviction.

**D.** Vendor 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, Vendor 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.** Vendor 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 Vendor 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.** Vendor 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 Vendor 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.

**VENDOR:**

**CITY OF EVANSTON**

**2100 RIDGE AVENUE  
EVANSTON, IL 60201**

By \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

FEIN Number: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **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 \_\_\_\_\_ (“Vendor”) 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 Vendors Response to Proposal  
(Exhibit C)

Dated: \_\_\_\_\_