

**CITY OF EVANSTON**  
**SPECIFICATIONS AND BID DOCUMENTS**  
**Commodity Purchases**

**BID NUMBER: 19-59**  
**For**

**Relocation Services for New Robert Crown Community Center**

**October 17, 2019**



**BID OPENING**

**TIME, DATE, PLACE:** 2:00 P.M., Tuesday, November 12, 2019, Room 2404,  
Lorraine H. Morton Civic Center,  
2100 Ridge Avenue, Evanston Illinois 60201

**BID BOND:** 5% of Contract Amount

**PERFORMANCE/MATERIAL  
& LABOR PAYMENT BOND:** 110% of Contract Amount

**CONTRACT PERIOD:** Contract award through January 31, 2020

**SEALED BIDS TO BE RETURNED TO:**

CITY OF EVANSTON  
PURCHASING DIVISION, ROOM 4200,  
LORRAINE H. MORTON CIVIC CENTER  
2100 RIDGE AVENUE, EVANSTON, IL 60201  
Phone: 847/866-2935 \* Fax: 847/448-8128

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## CITY OF EVANSTON

### NOTICE TO BIDDERS

Sealed bids will be received by the City's Purchasing Office in Room 4200 of the Lorraine H. Morton Civic Center located at 2100 Ridge Avenue, Evanston, Illinois 60201, until 2:00 P.M. local time Tuesday, November 12, 2019 and will be publicly read thereafter in room 2404. Bids shall cover the following:

#### **Relocation Services for New Robert Crown Community Center**

**Bid Number: 19-59**

Work on this project includes relocation of select furniture, supplies, and equipment from the existing Robert Crown Community Center (located at 1701 Main Street) to the new Robert Crown Community Center (located at 1801 Main Street) in Evanston, Illinois.

The above item shall conform to the Invitation for Bids on file in the Purchasing Office. The bid document, including all necessary plans and specifications, will be available in the Purchasing Office on Thursday, October 17, 2019. Parties interested in submitting a bid should contact the Purchasing Office to receive a copy of the bid or see the City's website at: [www.cityofevanston.org/business/bids-proposals/](http://www.cityofevanston.org/business/bids-proposals/) or Demandstar at: [www.demandstar.com](http://www.demandstar.com).

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

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

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

Jillian Ostman  
Purchasing Specialist

## **INSTRUCTIONS TO BIDDERS/REQUIREMENTS FOR BIDDING (CONTRACTS OVER \$20,000)**

### **1. ON-LINE NOTIFICATION OF SOLICITATIONS**

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The City is utilizing Demandstar.com ([www.demandstar.com](http://www.demandstar.com)) for on-line notification purposes only for sealed bids when it is anticipated that the amount of the resulting contract will be in excess of its formal bid limit of \$20,000, such as this requirement. Interested Bidders are required to submit a sealed bid to the City by the date/time indicated for this requirement on the forms provided by the City.

### **2. SUBMISSION OF BIDS**

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- A. **All bids will be received in The City of Evanston Purchasing Office, Room 4200, Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Evanston, IL 60201.** Cut out and tape label included in this bid package as Exhibit G (BID/Proposal Submittal Label). All submittals are to be placed in a sealed opaque envelope addressed to: The City of Evanston Purchasing Office, Room 4200, Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Evanston, Illinois 60201; clearly marked on the OUTSIDE with the following:
- Bid name and number
  - Name and address of Firm
  - Date and time of Bid deadline
- B. **NOTE: Purchasing will accept bid responses in one of two formats:**
1. **Three (3) copies of the bid information, as well as any other information required in the solicitation document, must be submitted on the forms provided with all blank spaces for bid prices filled in ink or typewritten and containing all required information. Each copy must contain the same information (except one set must have original signatures and stamps). An electronic PDF response on a USB drive (along with any paper bid bonds as required) may be submitted in lieu of paper copies**
- C. ANY BIDS RECEIVED AFTER THE TIME AND DATE SPECIFIED FOR THE RECEIPT OF BIDS WILL BE RETURNED TO THE BIDDER UNOPENED. It is the sole responsibility of the Bidder to insure that his or her bid is delivered by the stated bid opening time. Mailed bids, which are delivered after the specified hour, will not be accepted regardless of post marked time on the envelope.
- D. Bids will be publicly opened on the date and time specified for the receipt of bids in designated room of the Lorraine H. Morton Civic Center in Evanston, Illinois.
- E. Any Bidder may withdraw his or her bid by letter or with proper identification by personally securing his or her bid at any time prior to the stated bid opening time. No telephone request for withdrawal of bids will be honored.
- F. No bids will be received via the internet.

### **3. PREPARATION OF BIDS**

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

### **4. SIGNING OF BIDS**

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

### **5. CONSIDERATION OF BIDS**

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

### **6. WITHDRAWAL OF BIDS**

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

### **7. ERRORS IN BIDS**

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

### **8. ADDENDA**

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- A. Any and all changes to the specifications/plans are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating on the Bid form. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the bid therein. Failure to acknowledge any addenda may cause the bid to be

rejected.

- B. Addenda information is available over the internet at [www.demandstar.com](http://www.demandstar.com), or by contacting the Purchasing Office.

#### **9. RESERVED RIGHTS**

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

#### **10. AWARD**

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It is the intent of the City to award a contract to the lowest responsible Bidder meeting specifications. The City reserves the right to determine the lowest responsible Bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interest of the City. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the Bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

#### **11. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

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

#### **12. INCONSISTENCIES AND OMISSIONS**

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

#### **13. CONDITIONS**

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

#### **14. VERIFICATIONS OF DATA**

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

#### **15. SPECIFICATIONS**

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

#### **16. SAMPLES**

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

#### **17. REGULATORY COMPLIANCE**

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

#### **18. PRICING**

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

#### **19. DISCOUNTS**

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Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin

with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

## **20. INSPECTION**

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

## **21. BIDS AND PLAN DEPOSITS**

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- A. When required on the cover sheet, all bids shall be accompanied by a bid deposit in the amount specified. Bid deposits shall be in the form of cash, a certified check, or cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to the City of Evanston. Bid Bonds are also acceptable. All bids not accompanied by a bid deposit, when required, will be rejected.
- B. Within twenty (20) days after the bid date the City will return the bid deposits of all but the three (3) lowest qualified Bidders, whose deposit will be held until contract award or at the expiration of the sixty (60)-day or ninety (90)-day period for bid award.
- C. The bid deposit of the successful Bidder will be retained until contract documents have been executed and the Contractor has submitted all the required information. Failure to comply with the terms of this specification may be cause for forfeiture of said deposit.
- D. When required, plan deposits will be refunded should the plans be returned in good condition within ten (10) days of the bid opening.

## **22. DISPUTES**

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

## **23. CATALOGS**

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

## **24. TAXES**

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- A. Federal Excise Tax does not apply to materials purchased by the City of Evanston by virtue of Exemption Certificate No. A-208762, Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the City of Evanston by virtue of Statute.
- B. The City of Evanston is exempt from Illinois Sales Tax by virtue of Exemption Identification number E9998-1750-07.



- C. The City's federal tax ID number is 36-6005870.

**25. PERMITS & FEES**

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

**26. LOCAL PREFERENCE POLICY**

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

**27. POWER OF ATTORNEY**

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

**28. WARRANTY**

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

its responsibility.

## **29. INCURRED COSTS**

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

## **30. VARIANCES**

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

## **31. INDEMNIFICATION**

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- A. The awarded Bidder/Contractor shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Contractor or Contractor's subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.
- B. Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Contractor shall be liable for the reasonable costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*
- C. At the City Corporation Counsel's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Project by Contractor must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.
- D. To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Illinois Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The City, however, does not waive any

limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

### **32. DEFAULT**

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

### **33. GOVERNING LAW**

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

### **34. EQUAL EMPLOYMENT OPPORTUNITY**

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- A. In the event of the contractor's noncompliance with any provision of the Illinois Human Rights Act or Section 1-12-5 of the Evanston City Code, the contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the City of Evanston, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by Statute or regulation.
- B. During the performance of this contract, the contractor agrees as follows:
1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, or age or physical or mental handicap that does not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization. Contractor shall comply with all requirements of City of Evanston Code Section 1-12-5.
  2. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
  3. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine that availability (in accordance with the Fair Employment Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Fair Employment Practices Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations hereunder.
5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Fair Employment Practices Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Commission's Rules and regulations for Public Contracts.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency, the City Manager, the Commission and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Fair Employment Practices Act and the Fair Employment Practices Commission's Rules and Regulations for Public Contract.
7. That it will include verbatim or by reference the provisions of subsections (A) through (G) of this clause in every performance subcontract as defined in Section 2.10(b) of the Fair Employment Practices Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also include the provisions of subsections (A), (E), (F), and (G) in every supply subcontract as defined in Section 2.10(a) of the Fair Employment Practices Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Fair Employment Practices Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

### **35. DISCREPANCIES AND OMISSIONS**

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

### **36. COMPLIANCE WITH LAWS**

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

### **37. QUALIFICATION OF BIDDERS**

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

### **38. COMPETENCY OF BIDDER**

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

### **39. PREFERENCE TO CITIZENS**

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The Contractor shall abide by the Illinois Preference Act, 30 ILCS 570 et seq., which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive months during which the level of unemployment in Illinois exceeds five percent (5%) as

measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident) Other laborers may be used IF Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the project engineer.

## **GENERAL CONDITIONS**

### **1. BASIS OF AWARD**

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

### **2. BIDS**

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#### **A. LUMP SUM BID**

1. The bidder is to submit a lump sum bid for each bid line on the Bid Form which includes all costs incidental to performing the specified work. It is understood and agreed that the unit quantities given in the supporting pages are approximate only and the bidder shall verify these quantities before bidding as no claim shall be made against the City on account of any excess or deficiency in the same.

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

### **3. QUANTITIES**

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

### **4. CONTRACT TERM**

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

### **5. PURCHASE ORDER/CONTRACT**

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

B. When it is necessary to issue a Change Order that increases/decreases the contract amount, a Change Order form will be issued and a modified Purchase Order will be issued reflecting the revised contract amount.

C. When it is necessary to issue a Change Order that only increases/decreases the contract period, only a Change Order form will be issued establishing the revised contract period.

D. Upon Award the contractor shall execute the Contractor Services Agreement.

## **6. PAYMENT**

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

## **7. CHANGES IN WORK**

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

## **8. CITY’S RIGHT TO TERMINATE CONTRACT**

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

## **9. LIENS**

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- A. Neither the final payment nor any part of any retained percentages, shall become due until the contractor, if required, delivers to the City, a complete release of all liens arising out of this contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information the releases



and receipts include all the labor and material for which a lien could be filed. If any lien remains unsatisfied after all payments are made the contractor shall refund to the City all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and attorney's fees.

## **10. SEPARATE CONTRACTS**

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

## **11. PREVAILING WAGE**

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- A. Prospective Bidders shall thoroughly familiarize themselves with the provisions of the above-mentioned Act and shall prepare any and all bids/bids in strict compliance therewith.
- B. All contractors and subcontractors on public works projects ***must submit certified payrolls*** on a monthly basis to the City, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.
- C. The certified payroll record must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.
- D. All certified payrolls shall be submitted in electronic format, preferably a PDF file.
- E. As a condition of receiving payment, Contractor must (i) be in compliance with the Agreement, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services). Contractor is responsible for contacting the Illinois Dept. of Labor 217-782-6206; <http://www.state.il.us/Department/Index/HTM> to ensure compliance with prevailing wage requirements), (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the City upon request.

## **12. CONTRACTOR REQUIREMENTS**

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- A. The Contractor shall abide by and comply with all local, State and federal laws and regulations relating to contracts involving public funds and the development/construction of public works, buildings, or facilities. The scale of wages to be paid shall be obtained from Illinois Department of Labor and posted by the

Contractor in a prominent and accessible place at the project work site.

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

### **13. EXTENSION OF TIME**

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- A. Delays due to causes beyond the control of the contractor other than such as reasonable would be expected to occur in connection with or during the performance of the work, may entitle the contractor to an extension of time for completing the work sufficient to compensate for such delay. No extension of time shall be granted, however, unless the contractor shall notify the City in writing thereof, within ten (10) days from the initiation of the delay and unless he shall, within ten (10) days after the expiration of the delay, notify the City in writing of the extension of time claimed on account thereof and then only to the extent, if any, allowed by the City.

### **14. DEFAULT**

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- A. The City may, subject to the provisions of this section, by written notice of default to Contractor, terminate the whole or any part of this contract in any one of the following circumstances:
  - 1. if the Contractor fails to perform the services within the time specified herein, or any extension thereof; or

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

#### **15. USE OF PREMISES**

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

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

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

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

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

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

## Scope of Work

### **Background**

Over the past 18 months, the City of Evanston has been constructing a new Robert Crown Community Center (Center) to replace an existing facility. The new Center is located at 1801 Main Street. The existing facility is located immediately to the east of the new building at 1701 Main Street. The existing facility is approximately 60,000 square feet and houses one and one half sheets of ice, a preschool, gymnasium and a number of multipurpose spaces. The new Center is approximately 130,000 square feet and houses two ice sheets, a preschool, a gymnasium, a branch library and a number of multipurpose spaces.

The new Center is scheduled for occupancy in early January 2020. Once occupied, the existing facility will be demolished and replaced with outdoor athletic fields.

### **Anticipated Schedule**

The relocation process is scheduled to occur between December 9, 2019 – January 17, 2020. The move will happen in two (2) phases. Phase one will be a relocation of all ice related items and equipment as well as some multipurpose equipment and some offices. Phase one will occur between December 9, 2019 – January 3, 2020. Phase two will include the preschool, miscellaneous items/equipment and the main offices. Phase two will occur January 6 - 20, 2020. The successful bidder must complete all move related operations within these windows.

The successful bidder will provide the following services:

1. Work with City staff to verify all items to be relocated
2. Pack, box and label all items for relocation
3. Relocate all items from the existing to the new Center, including distributing relocated items to their designated destinations
4. Unpack and place all relocated items as directed by City staff
5. Remove and dispose of all packing materials
6. Will coordinate with the Library's contracted vendor

A list of items to be relocated with documentation indicating origination and destination locations is attached. Contractors may also visit the existing facility at 1701 Main Street to independently assess the level of effort required for this relocation.

### **Specifications**

#### **Furniture, Maintenance Equipment and Other Items**

*Furniture includes, but is not limited to:*

Stand Alone Office Furniture – shelves, cabinets, book shelves, filing cabinets, computers, standing desks, office tables/chairs.

Preschool Furniture – book shelves, benches, floor and storage shelves, easels and hanging

racks.

Kitchen Equipment – several refrigerators/freezers, preschool kitchen supplies

Program Equipment – *Equipment from the following programs include but are not limited to:* hockey, theatre on ice, figure skating, preschool, pottery wheel, slab roller, nut cracker, speed skating, art, athletic programs, broomball and miscellaneous programs.

Some furniture may require disassembly and reassembly to be completed by vendor. If the furniture or equipment is currently under warranty, the City reserves the right to use other vendors to preserve the term of the warranty.

### **Maintenance Equipment**

*Equipment may include, but no limited to:*

Snow blowers, ladders, tools, tempered glass, radios, shelving units and maintenance supplies.

### **Special Equipment**

The Zamboni and Ice Edger are specialized pieces of equipment required to operate the ice plant. The vendor must provide evidence of having experience moving these types of equipment or they may be exempt from the move. The city reserves the right to use a vendor that specializes in moving this type of equipment if exempt from the initial vendor.

### **Protection of Property.**

The vendor will ensure City property is properly prepped and protected for safe moving. All finishes of furniture and equipment must retain their pre-move appearance and function.

Proper equipment must be utilized for transport. The vendor assumes all responsibility for damaged or lost property and must resolve any such issues within 45 days of discovery through replacement, repair or reimbursement. The vendor will work with an appointed City representative in doing so.

### **Safety**

The vendor will perform all work in a safe manner, adhering to OSHA guidelines, with proper technique and equipment. At no time will the vendor perform any act that is unsafe.

Vendor employees will wear uniforms with their company name while working on City property.

### **Communication and Authorization**

All work shall be done in coordination with both appointed City staff and the project's construction manager (Bulley and Andrews) to ensure a seamless transition.

### **Packing/Unpacking and labeling of Equipment**

All items to be moved will be tagged by City staff.

## INSURANCE REQUIREMENTS

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

**Insurance Certificate Must State:  
The City Of Evanston is Named  
as Additional Insured**

Thirty day notice of cancellation required on all certificates.

**EXHIBIT A – BID FORM**  
**For**  
**Relocation Services for New Robert Crown Community Center**  
**(BID No. 19-59)**

1.01 BID TO:

**THE CITY OF EVANSTON**  
2100 Ridge Avenue  
Evanston, Illinois 60201

hereinafter called "OWNER".

1.02 BID FROM:

\_\_\_\_\_  
(Hereinafter call "BIDDER")

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

1.03 BID FOR: **Relocation Services for New Robert Crown Community Center**

1.04 ACKNOWLEDGEMENT:

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



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

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

#### 1.05 GENERAL STATEMENTS

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

#### 1.06 ALTERNATES

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

1.07 AGREEMENT

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

1.08 SCHEDULE

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

1.09 PROPOSED PRICES

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

**BASE BID AMOUNT:** \$ \_\_\_\_\_

1.10 BID SECURITY

Accompanying this proposal is a bank draft, bid bond, Cashier's check or Certified check as surety in the amount of not less than five percent (5%) of the Total Bid payable to the City of Evanston.

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

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

**ATTACH BANK DRAFT, BANK CASHIER'S CHECK OR CERTIFIED CHECK HERE.**

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

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

\_\_\_\_\_.

#### 1.11 MATERIAL SUBSTITUTION SHEET

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

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

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

1.12 PROPOSAL SIGNATURE (REQUIRED)

A. SOLE PROPRIETOR

Signature of Bidder: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

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

B. PARTNERSHIP

Signature of All Partners:

\_\_\_\_\_ Name (typed or printed)

\_\_\_\_\_ Name (typed or printed)

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

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

C. CORPORATION

Signature of Authorized Official: \_\_\_\_\_

Title: \_\_\_\_\_

Name above (typed or printed): \_\_\_\_\_

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

(Corporate Seal)

Attest: \_\_\_\_\_  
Secretary

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

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

1.13 DISCLOSURE

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

Bidder: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

1.14 CONTACTS

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

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

1.15 REFERENCES

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

1. Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

Contract Value: \_\_\_\_\_

Contract Dates: \_\_\_\_\_

2. Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

Contract Value: \_\_\_\_\_

Contract Dates: \_\_\_\_\_

3. Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

Contract Value: \_\_\_\_\_

Contract Dates: \_\_\_\_\_

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

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

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

**CERTIFICATION OF BIDDER**

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Name and Address of Bidder (Include ZIP Code)

IRS EMPLOYER I.D. NUMBER 36-\_\_\_\_\_

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1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.        \_\_\_Yes                                \_\_\_No
2. Bidder has filed all compliance reports due under applicable instructions.        \_\_\_Yes                                \_\_\_No
3. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?        \_\_\_Yes                                \_\_\_No

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

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**EXHIBIT C – DISCLOSURE OF OWNERSHIP INTERESTS**

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

APPLICANT NAME: \_\_\_\_\_

APPLICANT ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

APPLICANT is (**Check One**)

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

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

**SECTION I - CORPORATION**

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

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



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

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**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%.

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

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**SECTION 3 - TRUSTS**

3a. Trust number and institution.

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

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

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**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.

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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).

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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

(Notary Seal)

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

**EXHIBIT D – ADDITIONAL INFORMATION SHEET**

Bid/Proposal Name: \_\_\_\_\_

Bid/Bid Number #: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone/FAX: # \_\_\_\_\_

E-mail: \_\_\_\_\_

**Comments:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT E – CONFLICT OF INTEREST**

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

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

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

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

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

(Notary Seal)

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

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

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

Authorized Signature: \_\_\_\_\_

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

Typed/Printed Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail \_\_\_\_\_

Fax Number: \_\_\_\_\_

**EXHIBIT G**

**BID/PROPOSAL SUBMITTAL LABEL**

**CUT AND ATTACH LABEL ON OUTSIDE OF SEALED BID/PROPOSAL SUBMITTAL**



-----  
**ADDRESS SUBMITTALS:**      **CITY OF EVANSTON - PURCHASING OFFICE, ROOM 4200  
LORRAINE H. MORTON CIVIC CENTER  
2100 RIDGE AVENUE - EVANSTON, ILLINOIS 60201**

**SUBMITTAL NUMBER:** \_\_\_\_\_

**SUBMITTAL NAME:** \_\_\_\_\_

**SUBMITTAL DUE DATE/TIME:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**COMPANY ADDRESS:** \_\_\_\_\_

**COMPANY TELEPHONE #:** \_\_\_\_\_



### Items Taking to New Facility

Last Updated: 10/3/19

Item	Quantity	Size	Origination	Destination
Tricycles	12		Gym Storage	Gym Storage (on wall hangers)
Hockey Goals	1 pair		Main Rink Side	Side of Rink 1 (East)
Hockey Goals	1 pair		Main Rink Side	Side of Rink 2 (West)
Televisions	3	31" (1) 50" (2)	Lobby	Lobby
Gymnastics Equipment	10-15 mats, beam		Gym Storage	Gym Storage
Rink Borders	29	10' x 21.5" x 19"	Main Rink Side	141 & 148
Speedskating Pads	20		Under Bleacher	301
Speedskating Skates/Supplies	5 boxes		Under Bleacher	301
Sports Equipment	3 carts		Gym Storage	Gym Storage
Various items from Gym Storage	5 boxes		Gym Storage	Gym Storage
Broomball Equipment	4 boxes		Studio Rink Side	Rink Under Bleacher
First Aid Supplies	2 boxes		Office	Office
Hockey Equipment	7 boxes		Rink	Under bleachers of Rink 1
Hockey Equipment (Mini tires)	12		Main Rink Side	
Hockey Equipment (Medium tires)	2		Main Rink Side	
Hockey Equipment (Junior Hockey Goals)	3 pair		Main Rink Side	
Ice Skates	400 pair		Office	Office
Skating Aids	10		Rink Side	Rink 1 148
Offsite Camp Refrigerator	1		Main Rink Side	Rink 2 141
Summer Food Program Refrigerator	1		Referee Room	Rink 2 141
Room AB Supplies	20 boxes		Room AB	128
Kitchen Supplies	5 boxes		Kitchen	Preschool Kitchen
Room E Supplies	20 boxes		Room E	130
Room C Supplies	10 boxes		Room C	129
Room D Closet Supplies	5 boxes		Room D	131
Under Bleacher Camp Supplies	7 boxes		Under Bleacher	301
Coaches Room Supplies	3 boxes		Coaches Room	177
Coaches Room (Bulletin board)	1	36" x 48"	Coaches Room	193c
Coaches Room (dry erase board)	1	24" x 36"	Coaches Room	193c
Sound Booth Equipment	2 boxes		Sound Booth	301
Costumes and Supplies	40 boxes		Room C	301
Teaching Aides for skating classes	2 boxes		Rink Side	148
Ladders	2		Rink Side	Maintenance Room
Rink Temper Glass	4 sheets		Rink Side	Maintenance Room
Maintenance Supplies/Equipment			Maintenance	Maintenance Room
Zamboni	1		Maintenance	Maintenance
Ice Edger	1		Maintenance	Maintenance
Office Supplies	4 boxes		Office	161
Office Supplies (bulletin board)	2		Office	161
Office Equipment	3 boxes		Office	161
Office Equipment (check scanner)	1		Office	161
Office Equipment (network printer)	1		Office	161
Office Equipment (time clock)	1		Office	161
Office Equipment (time card holder)	1		Office	161
Office Equipment (file cabinet)	1	2 drawer horizontal	Office	161
Office Equipment (laptop computer & stand)	1		Office	161
Office Equipment (stools)	2		Office	161
Office Equipment (computer and phone #1)	1		Office	161
Office Equipment (computer and phone #2)	1		Office	161
Office Equipment (small freezer)	1	17" x 20" x 18"	Extra front office	
Office Equipment (computer and phone)	1		Extra front office	
Office Copier	1		Office	161
Documents in Loft	5 boxes		Maintenance Loft	Service Center Warehouse
Radios	receiver/20 radios		Office	161
Pottery Wheel	1		Pottery Room	212
Pottery Carts	1		Pottery Room	213
Pottery Slab Roller	1		Pottery Room	213
Pottery Kiln Shelves	2		Pottery Kiln Room	213
Pottery Supplies	10 boxes		Pottery Room	212
JF Office	5 boxes		JF Office	162
JF Office (bulletin board)	1	36" x 48"	JF Office	162
JF Office (dry erase board)	1	24" x 36"	JF Office	162
JF Office (computer and phone)	1		JF Office	162
JF Office (File cabinet)	1	4 drawer	JF Office	
VR Office	7 boxes		VR Office	193c
VR Office (file cabinet)	1	4 drawer tan	VR Office	193c
VR Office (dry erase boards)	2		VR Office	193c
VR Office (computer and phone)	1		VR Office	193c
AMH Office	5 boxes		AMH Office	218
AMH Office (computer and phone)	1		AMH Office	218
AMH Office (file cabinet)	1	4 drawer	AMH Office	218
AMH Office (book shelf)	1	48" x 72"	AMH Office	218
TC and AW Office	10 boxes		TC/AW Office	123
TC and AW Office (file cabinet)	2	4 drawer tan	TC/AW Office	123
TC and AW Office (file cabinet)	1	2 drawer	TC/AW Office	123



TC and AW Office (chubby shelf)	1	30.5" x 15.5" x 31"	TC/AW Office	123
TC and AW Office (first aid cabinet)	1	17" x 23"	TC/AW Office	123
Tc and AW Office (computer and phone)	2		TC/AW Office	123
Air Hockey Table	1	24" x 52"	AB Closet	
Metal Shelves	4	30" x 62" x 18"	AB Closet	
Big Metal Shelf	1	36" x 84" x 18"	AB Closet	
Butcher Paper Rack	1		AB Closet	
Storage Cabinets	6	36" x 72" x 18"	AB Room	
Rolling Storage Cabinets	2	36" x 72" x 18"	AB Room	
Rolling Art Drying Rack	2	36 x 26" x 24"	AB Room	
Storage Mailboxes	4	34" x 18" x 12"	AB Room	
Bulletin Boards	4	24" x 36"	AB Room	
Bulletin Boards	2	36" x 60"	AB Room	
Bulletin Boards	2	48" x 72"	AB Room	
Portable Radio	1		AB Room	
Folding storage shelf	1	48" x 28"	AB Room	
Wood storage shelf	2	48" x 15"	AB Room	
Floor Book Holders	3	36" x 30"	AB Room	
Fish Tank	1	24" x 13" x 48"	AB Room	
Wheeled Floor Storage	1	33" x 23" x 28"	AB Room	
Floor Cube	1	29" x 29" x 29"	AB Room	
Floor Shelf	1	24" x 48" x 12"	AB Room	
Shelf	1	30" x 30" x 12"	AB Room	
Wheeled Easel	1	30" x 51"	AB Room	
Wheeled Hanging Rack	1		AB Room	
3 Drawer Storage Bin	1		AB Room	
Padded Bench	1	48" x 20"	E Room	
Wheeled Book Shelf	1	24" x 24" x 48"	E Room	
Game Shelf	1	30" x 30" x 12"	E Room	
Book Shelf	1	48" x 24" x 28"	E Room	
Folding Book Shelf	1	48" x 24" x 28"	E Room	
Fish Tank	1	24" x 13" x 48"	E Room	
Table & Storage	1	48" x 36" x 30"	E Room	
Wheeled Easel Cube	1	30" x 30" x 44"	E Room	
Folding Book Shelf	1	47" x 30" x 28"	E Room	
Play Costume Shelf	1	48" x 36" x 15"	E Room	
Floor Cube	1	29" x 29" x 29"	E Room	
Wood Shelf	1	29" x 25" x 19"	E Room	
Bulletin Boards	1	72" x 48"	E Room	
Bulletin Boards	1	36" x 60"	E Room	
Bulletin Boards	1	36" x 48"	E Room	
Folding Shelf	1	48" x 30" x 23"	C Room	
Costume Rack	1	25" x 34" x 13"	C Room	
Floor Book Shelf	1	28" x 25" x 9"	C Room	
Storage Shelf	1	24" x 35" x 14"	C Room	
Metal Shelves	2	48" x 72" x 18"	C Room	
Freezer	1	72" x 48" x 36"	Concession Area	
Drink Cooler	1	72" x 24" x 36"	Concession Area	
Metal Shelf	1	48" x 72" x 18"	Concession Area	
Snowblowers	2		Maintenance Area	