

**CITY OF ELGIN, ILLINOIS, INVITATION FOR BIDS  
INSTRUCTIONS TO BIDDERS**

**NO PROPOSAL WILL BE ACCEPTED VIA PAPER OR EMAIL**

The City of Elgin invites bids for Hemmens Cultural Center Lobby Interior Update for the Department of Cultural Arts & Special Events. This bid process and award of the contract are made in conformance with Elgin Municipal Code Title 5. The City of Elgin reserves the right to reject any or all proposals, or any part thereof, or to accept any proposal or any part thereof, or to waive informalities in any proposal, if deemed to be in the best interest of the City.

The City of Elgin Purchasing Department is pleased to announce that we are instituting our E-bidding process. ALL vendors, regardless of whether your firm is currently registered with the City of Elgin or not, will need to register in order to receive notification of upcoming bids. In order to bid on any projects you must register as a vendor at <https://cityofelgin.ionwave.net/VendorRegistration/PreliminaryInfo.aspx>. **NO PROPOSAL WILL BE ACCEPTED VIA PAPER OR EMAIL.** They must come through this site. We know that you will enjoy the ease of our new system. For questions, please contact the Purchasing Department at (847) 931-5606. Failure to do so may result in the proposal being declared nonresponsive. A bidder may correct, modify, or withdraw its proposal by making the request in writing to the Director of Purchasing prior to the time and date for the proposal opening. All corrections and modifications must be made on the E-Bidding Website. Bid awards made by the City Council of the City of Elgin may be corrected or amended in the sole discretion of the City Council prior to the city's execution and delivery of a signed agreement to a bidder.

Bids must be signed by an authorized official of the proposer's organization, and the name of the official and the official's title typed below the signature. Purchases made by the City of Elgin are exempt from the payment of federal excise tax and State of Illinois sales tax and any such taxes must not be included in the bid prices. Unless otherwise indicated in the Invitation for Bid, deliveries are FOB designated location, Elgin, Illinois.

In the case of a conflict between unit price and extended price, unit price shall take precedence. If goods are not delivered or services not performed within the time frame specified in the Invitation for Bid (or where no time is specified, within a reasonable time frame) the City of Elgin reserves the right to cancel the order or any part thereof.

Bids will be considered on goods complying substantially with specifications provided each deviation or alternatives are identified and described in an attachment to the bid. The City of Elgin reserves the right to determine whether such deviations or alternatives are acceptable. Brand names that may be mentioned in specifications as used only as a reference to the type and quality of goods desired unless otherwise indicated.

The selected bidder(s) must comply with all laws, rules, and regulations pertaining to public contracts as adopted by the State of Illinois and the City of Elgin including, but not limited to, the payment of prevailing wages, if applicable.

**LOCAL PURCHASING PREFERENCE:** Bids from responsible and responsive local businesses that do not exceed the lowest bid price from a responsive and responsible nonlocal business by more than two percent (2%) but no more than \$500 for contracts of \$25,000 or less or by more than one percent (1%) but no more than \$2,500 for contracts in excess of \$25,000 shall be awarded to the local businesses. A local business is a business authorized to do business under the laws of the City of Elgin, a business with its principal place of business located within the corporate limits of the City of Elgin, which has the majority of its regular, full-time workforce located within the City of Elgin and is subject to City of Elgin taxes including, but not limited to, sales taxes.

**BID SUBMISSION REQUIREMENTS**

Bids must contain:

1. A signed Tax/Collusion/Debarment Affidavit
2. A signed Agreement. If awarded a contract, a fully executed copy will be sent to you
3. A completed Bidder's Employee Utilization Form (if you employ 5 or more persons)
4. A signed Sexual Harassment Form
5. A signed Certification Requirements Form
6. A completed copy of the Reference Sheet
7. Any other information or materials required in the specifications

Bid announcements can be found on the City of Elgin Home Page at  
<https://cityofelgin.ionwave.net/VendorRegistration/PreliminaryInfo.aspx>



## Request for Proposal

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### **REQUEST FOR PROPOSALS FOR HEMMENS CULTURAL CENTER LOBBY INTERIOR UPDATE**

The City of Elgin will receive proposals for the following professional services in the Purchasing Department until \_\_\_\_\_

#### **Title of Professional Services: Hemmens Cultural Center Lobby Renovation**

#### **NEED FOR THE COMMUNITY**

The City of Elgin invites proposals from qualified consulting firms to design and provide full construction documents for the renovation and upgrade of the lobby of The Hemmens Cultural Center (HCC) located at 45 Symphony Way, Elgin, IL, 60120. Proposals are invited from skilled professional design firms with extensive professional experience in Public Assembly Facility and Performing Arts Center design and construction. Qualified firms will preferably have a minimum of ten (10) years of experience working on projects of a similar scope; and extensive knowledge of latest technologies and trends related to Performing Arts Centers and Public Assembly Facilities. Professional Surveying and Engineering services should also be included as part of this proposal.

#### **BACKGROUND**

The City of Elgin is located along the Fox River in northern Kane County / northwestern Cook County and currently encompasses 31.5 square miles with an estimated population of 115,000 people.

The Hemmens Cultural Center is a Mies van der Rohe inspired glass and steel building with a 1,200 seat Proscenium Theatre and 11,340 ft<sup>2</sup> Exhibition Hall. The Hemmens has hosted numerous national, regional and local performing and presenting organizations and has been in operation since its construction in 1969. This renovation will expand the offerings the Hemmens Cultural Center is able to offer, further making it a destination for the arts and culture events in the area.

In 2026, the city completed an 18,000 ft<sup>2</sup> addition to the north side of the original building. The addition compliments the original building architecture and provides additional lobby space, restrooms on the main floor and balcony level, dedicated reception space, additional storage and dressing room, elevator access to all three levels and new administrative and ticket office suites.

#### **SCOPE OF PROVIDER SERVICES**

Using the original architecture and design of the recently completed north lobby as a guide, the selected vendor shall create an interior design including carpet replacement in the lobby, repainting/refinishing the existing lobby walls, columns, radiator covers and window-walls; and refinishing or replacing existing wooden surfaces in the lobby. Additionally, the renovation will include repurpose of the original box office space into a control room with windows overlooking the stage, the coatroom into a permanent beverage service space, and the will-call room to a merchandise sales area. The selected firm will review the existing site conditions and will work with HCC and other city staff to design the addition to be constructed over current exhibit space. Areas of The Hemmens Cultural Center involved with this project include:

- the original building lobby: new carpet and paint, and redesign of curved wall
- the original box office: convert to production control room
- the original will-call: merchandise sales / coatroom
- the original coatroom: convert to bar including coolers, ice machine, sinks, etc.
- *the theatre: new main floor and balcony carpet only – Alternate*
- *Upgrade of lighting - Alternate*

## **GENERAL SPECIFICATIONS**

The City is seeking and will select a company that best demonstrates the ability to provide comprehensive and affordable design services to the City of Elgin. The awarded proposal may not be sold, transferred, or given to anyone else. The City of Elgin will not be liable for any expense or cost associated with the preparation and/or submittal of the response to this RFP. The RFP will be awarded and executed in three phases as is outlined below.

### **PROJECT PHASE 1:**

Determining the existing factors: Because the Lobby Renovation will include installation of new window and door openings, new/upgraded electrical and plumbing to the original facility, certain aspects of existing conditions must be addressed. These include:

- Evaluation of existing structural elements
- Review of existing HVAC, plumbing and electrical systems to determine how current infrastructure can accommodate expansion

Refined schematic design: The preliminary schematic design will be further developed and refined to include renovations described above. Steps to refine the existing schematic design will include, but not be limited to:

- Discussion and feedback with HCC and City of Elgin staff
- Review of utilities, HVAC, lighting and electrical requirements
- Definition of special acoustic requirements
- Define equipment, surface, furniture and fixture needs including, but not limited to, hard walls, flooring, ceilings, lighting, power, data and telephone ports, mechanical distribution, fire protection security and signage
- Analysis of alternate design concepts and construction material selections
- Review of alternate approaches to design and construction (including cost, maintenance and operations implications)

Based on final program requirements, winning bidder will prepare sets of Preliminary Design Documents illustrating the scale and relationship of project components, and a preliminary statement of Probable Construction Costs based on current and foreseeable area and unit costs, with input on specialty items from qualified sources.

Final schematic design solutions will then be developed. These will include Floor plans; Elevations and Sections; and Renderings. At the completion of this phase, winning bidder should be prepared to make a presentation to, and answer questions from, the Elgin City Council. Additional meetings and/or presentations may be required.

### **PROJECT PHASE 2:** final design development and construction documentation

Design development: Using the approved schematic designs as a base, the winning bidder will:

- Perform detailed study of each aspect of the project, including but not limited to: building systems, building structure, building materials, and building equipment;
- Perform a comparative analysis to be used to evaluate the most effective method of accomplishing the design solution. Alternate structural, mechanical, and electrical systems will be evaluated for their ability to fulfill the requirements of the facility efficiently, durably, and economically;
- Create and modify alternative interior design solutions to best meet the usage goals for the facility. Interior materials will be chosen to best complement the existing design

aesthetic. Each aspect of the design will be evaluated and used determined by its cost-effective ability to best fulfill the programming and budgetary needs of The Hemmens;

- Prepare a detailed project timeline and plan for phasing without hampering the HCC's effective use of its space during construction/renovation/relocation. The detailed timeline should include major project milestones;
- Prepare a detailed plan to protect non-work zone areas from damage and debris including, but not limited to, installing protective coverings to walls, floors, furniture and furniture as needed, and maintaining access to all entrances/exits if required;
- Prepare budgets including, but not limited to, all demolition, construction, major and/or special systems or components of the project.

Construction Documentation: During this phase, the chosen bidder (and its consultants) will prepare construction documents for the purpose of soliciting competitive bids from qualified general contractors. These documents will include, but not be limited to:

- All necessary architectural drawings; structural drawings; and mechanical / electrical drawings;
- Complete project manuals and specifications as required for permit and construction;
- Final statement of probable costs.

Approvals of plans necessary to proceed to Phase 3: Bidding and Construction Administration will be gained by the chosen bidder. All construction documents and specifications will be subject to review by HCC and other City of Elgin staff prior to bidding.

### **PROJECT PHASE 3: bidding and construction administration**

Bidding documents and administration: Upon approval of the contract documents and project specifications by Hemmens and City of Elgin staff, the winning bidder will assist the City of Elgin Purchasing Department with the public solicitation of bids with the intent of obtaining a single stipulated contract for all new construction work. This work shall include, but not be limited to:

- Attendance at a mandatory pre-bid meeting;
- The preparation and distribution of all addenda;
- The tabulation and qualification of all submitted bids per City of Elgin regulations.

Construction Administration: Upon receipt and review of qualified bids by the City, winning bidder will perform services including, but not limited to, the following:

- Make recommendation of a contractor to the City and assist with the preparation of contracts;
- Provide full and timely shop drawing review;
- Attend all pre-construction meetings;
- Arrange for weekly meetings with the general contractor and any relevant subcontractors on the job site to review the progress of construction, resolve pending issues, and anticipate and plan for foreseeable construction issues;
- Provide a Weekly Report including summaries of meetings and other related events in order to maintain clear communication between the City and all appropriate parties;
- Create a monthly Percentage of Completion Report to evaluate the amount of work completed by the contractor to be used for certifying payments and monitoring completion;
- Coordinate, with the city and the contractor, all construction completion documents, punch lists, and all other associated documentation necessary for the successful closeout of the project and the transition from the Construction Phase to an operating facility.

A qualification-based evaluation will be performed with respect to all three phases of the proposed services. A selection will be made based on the most qualified consultant covering all of the phases of the subject services.

## **PROPOSED SCHEDULE**

The following schedule is provided as a guide and may be amended as necessary.

- Issue RFP: March 27
- Pre-proposal meetings: Week of April 6, 2026
- Proposal submissions due: April 21, 2026
- Selection of vendor: April 27, 2026
- Proposal negotiation: Completed by May 12, 2026
- Elgin City Council discussion: May 27, 2026
- Elgin City Council consideration: June 10, 2026
- Notice to proceed: June 10, 2026
- Begin phases 1 & 2: June 11, 2026
- Begin phase 3: August 3, 2026
- Project completion: September 16, 2026

## **EVALUATION CRITERIA**

Although the City identified the services required, this should not constrain the firm in the development of a scope they believe is necessary to meet the City objectives.

Please include other relevant materials as needed to exhibit the firm's ability to perform the work. Provide detailed expectations with respect to the City of Elgin's role.

## **PROPOSAL FORMAT**

Part A: In general, Part A of the proposal should adequately address the project objectives; work products; and personnel loading. Also included in Part A should be a description of the Consultant's project team and its qualifications, an organizational chart, and a list of current active projects and completed similar projects. The City will review, at a minimum, the following proposal components:

1. Firm Background, Principal Officers, and Staff Qualifications and Experience – Summarize qualifications, relevant experience, and availability to participate in the RFP process (including interviews) and provide services to the City. It should also identify key staff members who will be participating along with their stated roles and resumes. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.
2. Scope of Required Services - Proposed approach to the process, including a proposed schedule and description of proposed public involvement methods. Must summarize the method and approach to providing consulting services to the City. This should also break down the professional services which will be provided in-house as well as those which will be contracted out. Although the City in its RFP attempted to identify the services required, this should not constrain the Consultant in the development of a scope he believes is necessary to meet the City's objectives. The City will be receptive to alternative scopes of services;
3. References - A recent list of client references must be provided for similar projects recently completed. The list shall include the firm/agency name, address, short description of work, contact person and contact information. Local government clients are preferred.
4. Examples of Previous Work – a minimum of three examples of relevant written work related to visioning and strategic planning: at least one of which will represent a strategic plan prepared on behalf of a City or comparable entity.

5. Additional Data and Information - Any additional materials such communication materials, power points, links to You Tube Videos, course outlines, etc. that may give the selection committee a broader sense of your company which have not been included elsewhere in your proposal should be placed in this section.
6. Attachments - Please complete and include the Illinois Certification, Employee Utilization form, Sexual Harassment and Tax/Collusion/Debarment/Legal Status forms and Professional Services Agreement in this section.

**Part B:** This part of the proposal shall be sealed and separate from Part A. It will include the Vendor's detailed cost estimate to furnish the services detailed in his proposal. Part B will not be used in the evaluation of proposals leading to the selection of the top candidate and will not be opened until evaluations have been completed. The fee proposal will be used as the basis for negotiations leading to final contractual scope-of-services and contract fee. Should the evaluation process not result in a clear choice as to the top-rated vendor, the fee proposal will be used to assist the selection committee in determining its final recommendation.

1. Cost proposal - It will include the vendor's detailed cost estimate to furnish the services detailed in his proposal. The fee will be divided into three parts, Phase 1, Phase 2 and Phase 3. If the city is unsuccessful in reaching a contract agreement with the top-rated firm, negotiations will cease, and the second rated firm will be invited to negotiate with the city. The vendor shall provide separate costs for inspection and rehabilitation efforts. Cost proposals quotations are to include the names, title, hourly rates, reimbursable expenses, and any other costs associated with providing the proposed services.

## **EVALUATION CRITERIA**

It is the purpose of this Request for Proposal to obtain the highest quality. A panel of city staff will review the qualified proposals as submitted. The panel will score the RFP proposals, determine the highest qualified applicants, conduct interviews if necessary, and make final recommendation to the City Manager regarding the award. The recommended vendor will also go before City Council for final approval. No pre-qualifications will be utilized for this proposal. Pre-proposal meetings will be held the week of April 6, 2026. To be considered for this project, prospective vendors should contact Hemmens Cultural Center Director, Butch Wilhelmi at 847-931-5905 by April 3, 2026, to schedule a meeting.

When evaluating any proposal the City of Elgin shall consider:

- (a) All requirements above are met;
- (b) Competence to perform the services as reflected by technical training and general experience in providing the required services and the qualifications and competence of persons who would be assigned to perform the services;
- (c) Ability to perform the services as reflected by workload and the availability of adequate personnel and equipment to perform the services expeditiously;
- (d) Past performance as reflected by the evaluation of private persons and officials or other governmental entities that have retained the services of the firm with respect to such factors as control of costs, quality of work, and an ability to meet deadlines;
- (e) Estimated cost and cost limitations;
- (f) Financial responsibility;
- (g) Provide the best service to be offered—by price, quality and value;
- (h) Meet licensing and insurance requirements;
- (i) Meet professional appearances, vibrancy, quality of unit/business, and cleanliness standards;
- (j) Other pertinent considerations and information determined by the city to be relevant.

**Price Proposal Sheet**

The Consultant proposes to complete all services outlined in the Scope of Work for a firm, fixed price as follows:

Total Fixed Fee (Not-to-Exceed):

\$ \_\_\_\_\_

This fixed fee includes all professional services required to complete the Hemmens Cultural Center Lobby Renovation project, including but not limited to design development, preparation of schematic and construction documents, coordination with City of Elgin and Hemmens Cultural Center staff, stakeholder meetings, project administration, and all deliverables across Phases 1, 2, and 3 as outlined in this RFP. All anticipated reimbursable expenses are included unless otherwise approved in writing by the City.

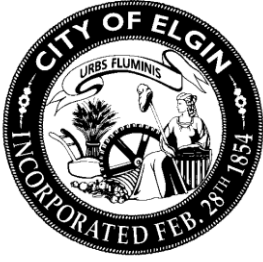
**Hourly Rate for Additional Services**

Should the City request services beyond the approved Scope of Work, such services shall be provided on a time-and-materials basis at the following single blended hourly rate:

Blended Hourly Rate:

\$ \_\_\_\_\_ per hour

Additional services will only be performed upon written authorization from the City.



**City of Elgin, Illinois**

**BIDDER'S EMPLOYEE UTILIZATION FORM**

This report is required by the City of Elgin and must be submitted before the contract can be awarded.

Chapter 3.12.1000 Affirmative Action - City Contracts

1. Name and Address of Bidder

2. Description of Project

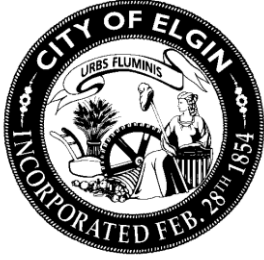
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JOB CATEGORIES	Total Employees	African American M / F	Caucasian M / F	Hispanic M / F	Asians or Pacific Islanders M / F	Indigenous People M / F	Minority (M & F) %	Female (All Categories) %
Example: Managers	18	3 / 5	3 / 2	4 / 0	0 / 1	0 / 0	55.6% (10/18)	44.4% (8/18)
<b>TOTALS</b>								

Signature of Company Official	Title	Telephone Number	Date Signed	Page ____ of ____
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2. Have you ever been awarded a bid by the City of Elgin?  
 Yes       No
3. If the answer to question #2 is Yes, please submit a copy of the Employee Utilization Form that was submitted with your last successful bid along with a fully completed copy of this form.
4. Please submit, according to the guideline provided in the attached document, a written commitment to provide equal employment opportunity. An Employee Utilization Form is required for any subcontractors.

**NOTE:** In the event that a contractor or vendor, etc., fails to comply with the fair employment and affirmative action provisions of the City of Elgin, the City amongst other actions may cancel, terminate, or suspend the contract in whole or in part.



## City of Elgin, Illinois Certification Requirements

Please submit all required forms and documentation, fully completed and signed, with your proposal. **No proposal will be accepted without this information.**

1. To assure compliance with the City of Elgin’s Affirmative Action Ordinance, all contractors and vendors. Herein referred to as “bidders”, are requested to submit the following information:
  - A. Workforce analysis using the enclosed Bidder’s Employee Utilization form.
  - B. Provide the information required in Item #3 on the employee utilization form if the answer to Question # 2 on the form is “Yes”.
  - C. Provide a written commitment outlining the steps that the bidder plans to take in the area of recruitment and promotion of minorities and females to assure equal employment opportunity. (A copy of the bidder’s affirmative action plan may be submitted in lieu of this requirement.)
2. To assure compliance with the City of Elgin’s Sexual Harassment Ordinance, all bidders must submit a signed sexual harassment form enclosed with the Invitation to Bid.
3. The undersigned certifies that the offerer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless there is a pending proceeding contesting the tax.
4. The undersigned certifies that the offerer is not barred from offering on this solicitation as a result of a conviction for the violation of State law prohibiting bid-rigging or bid-rotating.
5. The successful bidder agrees that upon acceptance by the City of Elgin, the executed Invitation to Bid along with all instructions, conditions, and specifications attached thereto constitute a binding contract which may be enforced by the city.

<b>Signature / Title</b>	_____
<b>Company Name</b>	_____
<b>Address</b>	_____
	_____
<b>Phone Number</b>	_____
<b>Email Address</b>	_____
<b>FEIN No.</b>	_____



## City of Elgin, Illinois

### Equal Employment Written Commitment Guideline

The written commitment required in Item #4 of the Bidder's Employee Utilization Form shall:

1. Set out the name and phone number of the bidder's Equal Employment Officer.
2. Clearly identify the bidder's recruitment area and the percentage of minorities and females in the area's population and labor force.
3. Set out what the bidder has done and has set as a goal to ensure the recruitment of minority and female employees.
4. Set out the bidder's specific goals to recruit minorities and females for training programs or other similar opportunities available through the bidder's organization.
5. Indicate bidder's consent to submit to the City of Elgin, upon request, statistical data concerning its employee composition and recruitment efforts anytime during the term of the contract.
6. Show bidder's consent to distribute copies of the written commitment to all persons who participate in recruitment, screening, referral, and selection and hiring of job applicants for the bidder.
7. Clearly show that the bidder shall require all subcontractors, if any, to submit a written commitment complying with the above requirements of their affirmative action plan to the City of Elgin.
8. Clearly state the bidder agrees that:

"Bidder (company name) shall not discriminate against any employee or applicant on the basis of race, color, religion, sex, national origin, age, place of birth, ancestry, marital status, or disability (physical or mental) which will not interfere with the performance of the job in question."

#### Description of Groups for Classification Purposes

- African American:** all persons having origins in any of the Black racial groups of Africa
- Asian American:** all persons having origins in the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands
- Caucasian:** all persons having origins in Europe, North America, or the Middle East
- Hispanic:** all persons of Mexican, Puerto Rican, Cuban, Central South American, or other Spanish culture or origin, regardless of race
- Indigenous People:** all persons having origins in any of the original peoples of North America and who maintain cultural identification through tribal affiliation or community recognition



## City of Elgin, Illinois Sexual Harassment - - Policies and Programs

Effective July 1, 1993, every party to any contract with the City of Elgin and every eligible bidder is required to have written sexual harassment policies that include, at a minimum, the following information:

- the illegality of sexual harassment
- the definition of sexual harassment under state law
- a description of sexual harassment, utilizing examples
- a vendor's internal complaint process including penalties
- the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights, and the Illinois Human Rights Commission
- directions on how to contact the department and commission
- protection against retaliation as provided by Section 6-101 of the Human Rights Act

**I hereby affirm that the organization which I represent has in place sexual harassment policies which include the required information set forth above, and I hereby agree to furnish the City of Elgin - Human Resources Department with a copy of these policies if they so request.**

Signature/Title \_\_\_\_\_  
Company \_\_\_\_\_  
Date \_\_\_\_\_

Sexual harassment is defined as follows:

“Sexual harassment” means any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Any questions by contracting parties or eligible bidders concerning compliance with these requirements should be directed to the City of Elgin - Human Resources Department at (847) 931-6049.

**I hereby agree to fully indemnify and hold the City of Elgin harmless from any and all liability, loss or damage including costs of defense or claim, demands, costs of judgment against it arising from any sexual harassment complaint resulting from the act of any member of my organization in the performance of this contract.**

Signature/Title \_\_\_\_\_  
Company \_\_\_\_\_  
Date \_\_\_\_\_

**REFERENCES**

**1. Company & Contact Name** \_\_\_\_\_

**Phone & Email** \_\_\_\_\_

**Description of Work Performed** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**2. Company & Contact Name** \_\_\_\_\_

**Phone & Email** \_\_\_\_\_

**Description of Work Performed** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**3. Company & Contact Name** \_\_\_\_\_

**Phone & Email** \_\_\_\_\_

**Description of Work Performed** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**4. Company & Contact Name** \_\_\_\_\_

**Phone & Email** \_\_\_\_\_

**Description of Work Performed** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**5. Company & Contact Name** \_\_\_\_\_

**Phone & Email** \_\_\_\_\_

**Description of Work Performed** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CITY OF ELGIN, ILLINOIS  
TAX/COLLUSION/DEBARMENT/PREVAILING WAGE/LEGAL STATUS OF EMPLOYEES  
AFFIDAVIT**

State of \_\_\_\_\_ ss.

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, hereby deposes and states:

(1) That s/he is the \_\_\_\_\_ of the party making the foregoing bid.

(2) That the bidder is not barred from contracting with any unit of local government for any reason, including but not limited to debarment as a result of a violation of 720 Illinois Compiled Statutes, Section 5/33E-3 or 5/33E-4, as amended.

(3) That no collusion or agreement among other bidders or prospective bidders to bid a fixed price or otherwise restrain competition by agreement has taken place.

(4) That the bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless there is a pending proceeding contesting any such tax.

(5) That the bidder hereby certifies: [check all that apply]

- \_\_\_\_\_ Bidder has not received any notices of violations of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*)
- \_\_\_\_\_ In the event any such notice has been received by bidder, a copy of any such notice is attached hereto.
- \_\_\_\_\_ In the event that bidder has received such a notice, any documentation demonstrating the resolution of any such notice is attached hereto.
- \_\_\_\_\_ For each such notice received by bidder, the matter has been resolved as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(6) That the bidder hereby certifies that it shall comply with the provisions of the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*).

(7) That the bidder hereby certifies, represents and warrants that all of bidder's employees and/or agents who will be providing products and/or services with respect to the subject bid and contract are and shall be legal residents of the United States, are and shall be legally authorized to perform any such applicable work and/or services.

Signature of Bidder, if an individual:

\_\_\_\_\_

Signature of Bidder, if a partnership:

\_\_\_\_\_

Partner (indicate General or Limited)

Signature of Bidder, if a corporation:

\_\_\_\_\_

President

\_\_\_\_\_

Secretary

Signature of Bidder, if a limited liability company:

\_\_\_\_\_

Member or Manager

#

Subscribed and sworn to  
before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_  
My commission expires:  
\_\_\_\_\_

**INSURANCE & INDEMNIFICATION**

To the fullest extent permitted by law, Bidder shall indemnify, defend and hold harmless the City, its officers, employees, agents, boards and commissions from and against any and all claims, suits, judgments, costs, attorney's fees, damages or other relief, including but not limited to worker's compensation claims, in any way resulting from or arising out of negligent actions or omissions of the Bidder in connection herewith, including negligence or omissions or agents of the Bidder arising out of the performance of this Agreement and/or the Subject Services. In the event of any action against the City, its officers, employees, agents, boards or commissions covered by the foregoing duty to indemnify, defend and hold harmless, such action shall be defended by legal counsel of the City's choosing. The provisions of this section shall survive any expiration, completion and/or termination of this Agreement.

Bidder agrees to obtain, furnish, and maintain in full force and effect during the entire term of this Agreement, at its sole cost, the insurance coverages outlined herein. All of said insurance shall be written by, and secured from, companies approved to do business and issue insurance in the State of Illinois and must be rated "A-" or better, in accordance with the latest edition of Best's Insurance Guide, published by A.M. Best Company, Inc. or its equivalent.

The comprehensive general liability insurance shall be endorsed to include independent contractors, contractual liability, personal injury, products/completed operations liability, broad form property damage, and cross liability and severability of interest provisions. Policies provided hereunder shall not contain XCU exclusions relating to explosion, collapse and underground property damage. All liability insurance shall be written on an occurrence basis. Automobile liability insurance should include coverage for all owned, non-owned, hired and leased vehicles.

All insurance policies shall be written in the name of the Bidder and such insurance shall be primary and noncontributory with any insurance or self-insurance program afforded to the City of Elgin.

Comprehensive Liability	
General Aggregate	\$2 Million
Products Completed Operations Aggregate	\$2 Million
Personal Injury and Advertising Limit	\$1 Million
Each Occurrence	\$1 Million
Automobile Liability	
Combined Single Limit	\$1 Million
Umbrella Liability	
Each Occurrence	\$2 Million
General aggregate	\$2 Million
Worker's Compensation	
Statutory	As required by state law
Employer's Liability	\$1,000,000 Each Accident
	\$1,000,000 Each Emp for Disease
	\$1,000,000 Policy Limit for Disease

The Bidder may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required in accordance with the requirements set forth above. The comprehensive liability and umbrella policies must name the City of Elgin as additional insured. The workers' compensation policy shall include a waiver of subrogation in favor of the City. The Bidder shall be responsible for and shall bear the risk of loss and damage to any property of Bidder and any property for which it is responsible or in its care, custody, or control, wherever located. Any insurance provided for such property shall be solely at Bidder's expense.

Prior to the commencement of any work under this Agreement, Bidder shall furnish Certificates of Insurance acceptable to the City and conforming to the insurance coverage required herein. The policy cancellation notification provision will provide the City with at least thirty (30) days written notice in the event of cancellation or material change.

The City reserves the right, at its sole discretion, to amend the insurance requirements contained herein.