

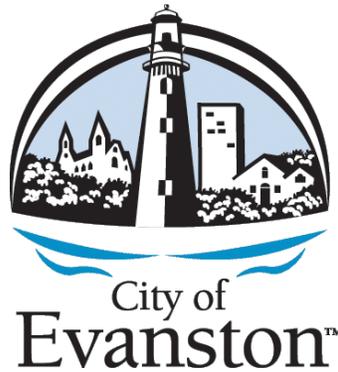
CITY OF EVANSTON
REQUEST FOR PROPOSAL

NUMBER: 25-62

For

Community Choice Electricity Aggregation

November 20, 2025



PROPOSAL DEADLINE: 2:00 PM, December 23, 2025

**PRE-PROPOSAL MEETING: Non-mandatory Pre-Proposal Meeting Virtual
Tuesday, December 4, 2025, 10:30 A.M. -11:00 A.M.
Virtual
Google Meet joining info
Video call link: <https://meet.google.com/tbw-faxw-hqg>
Or dial: (US) +1 503-994-4102 PIN: 499 406 471#**

ELECTRONIC BID SUBMITTAL:

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

**It is highly recommended that new DemandStar users complete the account setup
process prior to project due date/time.**

TABLE OF CONTENTS

Notice to Proposers.....	03
1.0 Introduction.....	04
2.0 Scope of Services.....	05
3.0 Insurance.....	06
4.0 Submittal Requirements (Please see Attachments)	07
5.0 Additional Submittal Requirements	08
6.0 M/W/D/EBE Goals	10
7.0 Evaluation Criteria.....	10
8.0 Selection Process.....	11
9.0 Proposed Schedule.....	12
10.0 Questions Regarding RFP	12
11.0 General Terms and Conditions.....	12
Price/Costs Form	18
RETURN ALL EXHIBITS WITH RFP	
Exhibit A – Disclosure of Ownership Interests.....	25
Exhibit B – Additional Information Sheet.....	28
Exhibit C – Conflict of Interest Form	29
Exhibit D – Acknowledgement of Understanding.....	30
Exhibit E – Anti-Collusion Affidavit and Proposer’s Certification	31
Exhibit F – City of Evanston M/W/D/EBE Policy.....	32
Exhibit G – M/W/D/EBE Participation Compliance Form	33
Exhibit G – M/W/D/EBE Utilization Summary Report	35
Exhibit H – M/W/D/EBE Participation Waiver Request	36
Exhibit I – M/WD//EBE Assistance Organizations	37
Exhibit J – Professional Services Agreement Acknowledgement	38
Exhibit J - Consultant Certification and Verification	39
Exhibit J – Professional Services Agreement.....	40
Exhibit K – ARES Questionnaire.....	55
Exhibit L - Plan of Operation and Governance.....	57

ADDITIONAL DOCUMENTS

DemandStar- E-bidding Instructions.....	2 pages
---	---------

CITY OF EVANSTON

NOTICE TO PROPOSERS

The City's Purchasing Office will receive proposals until 2:00 P.M. local time on **December 23, 2025**. Responses will only be accepted electronically via E-bidding through DemandStar (www.demandstar.com). Although registration is required, vendors can download solicitations and upload responses for free. Proposals shall cover the following:

Community Choice Electricity Aggregation **RFP Number: 25-62**

The City of Evanston's Sustainability & Resilience Division of the City Manager's Office is seeking proposals from experienced firms for Alternative Retail Electric Suppliers (ARES) for Municipal Aggregated Electric Supply and related services in accordance with the requirements, terms, and conditions of this Request for Proposals. Only ARES that are certified by the Illinois Commerce Commission to sell electricity to residential accounts served by Commonwealth Edison will be eligible to be found qualified.

There will be a virtual non-mandatory pre-proposal meeting December 4, 2025, at 10:30 A.M., **Virtual Google Meet joining info Video call link: <https://meet.google.com/tbw-faxw-hgg>** Or dial: (US) +1 503-994-4102 PIN: 499 406 471# All firms intending to submit a proposal for this project are encouraged to attend to discuss the proposed work and receive answers to questions related to the project.

The above item shall conform to the RFP on file in the Purchasing Office. Parties interested in submitting a proposal should contact the Purchasing Office to receive a copy of the RFP or see the City's website at: www.cityofevanston.org/business/bids-proposals/ or Demandstar at: www.demandstar.com.

The City (the City of Evanston) in accordance with the laws of the State of Illinois, hereby notifies all firms that it will affirmatively ensure that the contract(s) entered into pursuant to this notice will be awarded to the successful firm without discrimination on the grounds of race, color, religion, sex, age, sexual orientation marital status, disability, familial status or national origin. The State of Illinois requires under Public Works contracts that the general rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with The Prevailing Wage Act (820 ILCS 130) as amended. The City of Evanston reserves the right to reject any or all submittals or to accept the submittal(s) deemed most advantageous to the City.

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

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

Cheryl Stuart
Purchasing Specialist

CITY OF EVANSTON
Request for Proposal

1.0 INTRODUCTION

The City of Evanston, Illinois (“City” or “the City”) has a population of over 75,000 and is located just north of Chicago on the western shore of Lake Michigan. In 2018, the City adopted a Climate Action and Resilience Plan (CARP) which calls for the City to achieve community-wide carbon neutrality by 2050 and 100% renewable electricity for all Evanston customers by 2030. The City intends to leverage its municipal electricity aggregation program to help support these goals.

Pursuant to the Illinois Power Agency Act, 20 ILCS 3855/1-92, the City is authorized to aggregate the electric loads of residential and small commercial retail customers located within the City and to then solicit bids, select a retail electric supplier, and enter into a service agreement to facilitate the purchase of electricity and related services and equipment on behalf of its residents and small businesses.

The City is seeking to obtain sustainable energy supply options for its constituents that it represents in this RFP by aggregating all eligible residential and small commercial retail accounts under Section 1-92 Chapter 20, Act 3855 of the Illinois Compiled Statutes (Act) for electricity supply service.

The City is seeking a supplier for electricity supply service as well as a turnkey program including all the aggregation services needed to meet the requirements of the Illinois Commerce Commission and the Act. Such services shall include but not be limited to the following: administration of the opt-out process (if relevant), provision for a toll-free call-center to handle customer calls, attendance at public meetings as needed, provision of special reporting regarding program participation by residents, provision of special reporting regarding the acquisition of sustainable energy and filing of all required regulatory reports. The costs for these services shall be included in the pricing offered to the City.

The City’s current contract was awarded in 2021, and it was extended through June 2026 meter read dates. The City is seeking indicative pricing and information to identify a competent and licensed alternative retail electric supplier (ARES) to provide electric supply at contracted rates to all members of the Aggregation Program when the existing agreement expires.

The contract term may be 12, 24, or 36 months, depending on the prices indicated in the price/cost forms.

Contact with City personnel and/or City ARES, such as The Power Bureau, LLC, or The Power Bureau LLC’s personnel in connection with this RFP shall not be made other than as specified in this RFP. Unauthorized contact as proscribed herein may be cause for rejection of a proposal.

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

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

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

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

2.0 SCOPE OF SERVICES

The City is seeking indicative pricing proposals that include supply of electricity for eligible Residential and Small Commercial Retail Customers within the City that elect to participate in the Aggregation Program. The electricity supply pricing structure accepted by the City shall be applied for the entire proposed term of the agreement. The following describe the pricing structures currently sought by the City:

- 2.1 **Base Pricing Proposals.** Pricing based on meeting only the requirements of Illinois Public Act 095-1027 for 12-month, 24-month, and 36-month terms, or an alternative term length suggested by the proposer.
- 2.1.1 **Fixed Price Option.** A full-requirements, fixed-price energy supply price for all eligible customers that includes all charges related to energy commodity supply as well as program outreach and management.
- 2.1.2 **ComEd Price Match Option.**
- 2.1.2.1 **Partial Load.** A full-requirements variable-price energy supply for selected eligible accounts on an opt-out basis and all eligible accounts on an opt-in basis. The price offered includes all charges related to energy commodity supply as well as program outreach and management. The variable price is to match the ComEd Price to Compare plus or minus the monthly Purchased Electricity Adjustment.
- 2.1.2.2 **Full Load.** A full-requirements variable-price energy supply for all eligible Members on an opt-out basis. The price offered includes all charges related to energy commodity supply as well as program outreach and management. The variable price is to match the ComEd Price to Compare plus or minus the monthly Purchased Electricity Adjustment.
- 2.2 **Sustainable Energy Options.** Electricity supply services that include a sustainable energy component equal up to 100 percent of the electricity consumption of the aggregated accounts. The City encourages bidders to

provide offers for one or more sustainable energy options in their proposals.

Sustainable energy resources options may take the form of:

- 2.2.1 **REC-Only Approach 1.** Renewable energy credits (“RECs”) representing the environmental attributes from electricity in an amount equal to 100% of the annual load of all accounts that participate in the City’s aggregation program. To be clear, the volumes of RECs provided through the RECs-Only Approach 1 are in addition to the Illinois Renewable Portfolio Standard. To support the City’s participation in the EPA’s Green Power Partnership Program, the voluntary RECs purchased shall be Green-e compliant (www.green-e.org) and sourced from wind or solar resources. The voluntary RECs shall be the vintage year in which the electricity is consumed by Evanston’s aggregated load, or up to six months prior to that vintage year or up to three months after the vintage year. Bidders must identify the location(s) of source(s) for the RECs they include in their offers (e.g., state of origin).
- 2.2.2 **REC-Only Approach 2.** Renewable energy credits (“RECs”) representing the environmental attributes from electricity in an amount equal to 100,000 on an annualized basis. To be clear, the volumes of RECs provided through the RECs-Only Approach 2 are in addition to the Illinois Renewable Portfolio Standard. To support the City’s participation in the EPA’s Green Power Partnership Program, the voluntary RECs purchased shall be Green-e compliant (www.green-e.org) from wind or solar. The voluntary RECs shall be the vintage year in which the electricity is consumed by Evanston’s aggregated load, or up to six months prior to that vintage year or up to three months after the vintage year. Bidders must identify the location(s) of source(s) for the RECs they include in their offers (e.g., state of origin).
- 2.2.3 **Unbundled Supply from Renewable Energy Resources.** Electricity supply (with or without associated RECs) from wind or solar generation resources that meet the definition of the voluntary RECs defined in Section 2.2.1 above.
- 2.2.4 **Virtual Net Metering Supply Approach.** Virtual net metering credits from local wind or solar resources that are connected to the ComEd distribution system.

3.0 INSURANCE

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

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

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

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

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

4.0 SUBMITTAL REQUIREMENTS

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

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

A. Cover Letter

The cover letter will include the following:

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

B. Qualifications and Experience of Firm and/or Team

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

C. Area/Regional Manager(s)

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

D. Fees

Provide a copy of your fees/prices on the attached price/costs form (see page 19).

E. Contract

The City has attached its standard contract in Exhibit J (see page 39 – Professional Services Agreement). Identify all exceptions to the agreement that would prevent your Firm from executing it. The City shall not consider or negotiate regarding exceptions submitted at any time after the submission of the Proposer’s response.

5.0 ADDITIONAL SUBMISSION REQUIREMENTS

A. Certification Forms. Complete and include the following forms in the submittal:

- Exhibit A - Disclosure of Ownership Interests
- Exhibit B - Conflict of Interest
- Exhibit C - Acknowledgement of Understanding
- Exhibit D - Anti-Collusion Affidavit and Proposers Certification

B. Pricing Proposal. Complete the pricing options forms included as Exhibit E. The pricing options should be submitted by 2PM on December 23rd, 2025 and are indicative only. Actionable pricing will be requested at a later date. Only ARES found to be qualified, based on proposals received on or before December 23rd, 2025 will be requested to submit actionable pricing.

C. ARES Information. Provide information on a one-page summary sheet regarding the form of the ARES, description of business operation, principal address, and name of parent, affiliate, and subsidiary companies (if any).

Indicate how many years the ARES has been in the electric supply business. List all states in which the ARES is licensed to supply electricity and indicate the approximate annual volume of sales.

Indicate if the ARES owns or controls any physical electric generation assets that may serve the load of Members. Indicate whether ownership / control area within the ARES or parent organization.

Indicate the proposed source(s) of generation intended to serve Evanston’s municipal aggregation program. Indicate whether the transmission agreements needed are in place to deliver the power.

Provide proof that ARES has access to capacity resources as a Load Serving Entity in PJM and can make use of existing transmission facilities that are owned by others in order to deliver power to customers.

- D. Contact Information.** Provide name, title, function (including years of experience in this role), mailing address, phone number, and email address for the person to contact regarding this proposal. The person should be authorized to speak on behalf of the ARES regarding all issues related to the proposal.

Provide the names and experience of the Suppliers' team members that would interface with the City representatives with respect to the City's aggregation of electric service.

- E. References.** Provide a minimum of three (3) and a maximum of ten (10) aggregation community references from communities within Illinois. Include the name, address, contact person, phone number and email address for each community.

- F. Financial Information.** Provide the Moody and / or Standard & Poor's rating of the long-term unsecured debt for the company / parent company.

Indicate if your company or the parent company has filed for bankruptcy in the past five (5) years. If yes, provide an explanation.

Describe the financial capabilities of your organization to provide the electric supply to the community on a long-term basis. This capability is necessary to support the offering of a pricing strategy that will be most beneficial to the community and to maintain the continuity of the program.

- G. Litigation Information.** Indicate if company / parent company has been subject to litigation for failure to supply contracted electricity within the past five (5) years. If yes, provide an explanation.

Describe all investigations, indictments or pending litigation by any federal, state, or local jurisdiction relating to the company, any officer, director partner, or member of any affiliated company.

List all civil penalties, judgments, consent decrees, regulatory settlements or adverse ruling by public utility commissions, and other sanctions within the past five (5) years as a result of any violation of any law, rule, regulation, or ordinance in connection with any business activities relating to the submitting entity, and officer, director, partner, or member of any affiliate or related entity.

Describe, in detail, any situation in which your company either alone or in a joint venture), or a subsidiary of your company, defaulted or was deemed to be in noncompliance of your contractual obligation to deliver energy or other ancillary customer service. Explain the situation, its outcome, and all other relevant facts.

- H. Aggregation Implementation.** Explain your process for developing the list of customers to receive notification about the aggregation program. This should include the process of scrubbing the ComEd customer list and coordination with the list of current aggregated accounts being provided by the existing supplier or

have entered subscriptions with one or more community solar resources. Provide a detailed timeline of all necessary steps to ensure deliveries to Members starting on the billing cycle commencing in June 2026. Describe in detail your procedure for notifying all customers of their option to opt-out, including but not limited to copies of proposed letter, forms, notices, any documents a customer may be requested to sign, timelines and all other procedures and terms of the opt-out process. Describe in detail your procedure to allow customers to opt-in at the group rate for the remaining term of the agreement. Confirm that your company or parent company will under no circumstances solicit door-to-door for any services related to this RFP. Confirm that all written communications shared with customers will first be approved by City staff.

- I. **Billing Process.** Provide the name and telephone number of the person who will be responsible for the electric accounts should your company be selected to supply the electricity to the City's municipal aggregation program. Indicate the specific role and responsibilities of the account representative.

Provide a description of the ARES's process for issuing bills and for billing reconciliation in the event of a billing error.

Describe in detail your procedure for providing and valuing net metering credits to accounts that operate under the provisions of Rider POGNM (accounts utilizing net metering for behind the meter solar) and Rider POGCS (accounts with subscriptions to community solar resources).

- J. **Agreement.** Provide a statement indicating the willingness of the ARES to execute the Master Agreement to Provide Services to an Aggregated Group (including the program terms) provided in Exhibit F. Clearly identify language / terms that are unacceptable and would preclude the ARES from providing a redline version of the services agreement contained in Exhibit F.
- K. **ARES Questionnaire.** Complete the ARES Questionnaire included as Exhibit K.

6.0 M/W/D/EBE GOALS

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

7.0 EVALUATION CRITERIA

The City will select the successful firm through an evaluation process based on the firm meeting the specifications which are outlined in this RFP. A review committee will review in detail all proposals that are received. During the evaluation process, the City may require a Proposer's representative to answer questions with regard to the proposal and/or make a formal presentation to the review committee. The review committee will make a recommendation to award the contract based on the criteria set forth below. This contract will be forwarded to the City Council for final approval.

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

- A. Qualifications and Expertise
- B. Rate and sustainable power mix
- C. Organization and Completeness of Proposal
- D. Willingness to Execute the City of Evanston's Professional Services Agreement
- E. M/W/D/EBE Participation
- F. Completeness of Proposal.
- G. Proposed aggregation implementation plan and alignment with the City's Climate Action and Resilience Plan (CARP).
- H. Quality of customer service procedures and resources.
- I. Completion of the ARES Questionnaire (Exhibit G)

8.0 SELECTION PROCESS

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

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

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

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

Discussions and/or interviews may be conducted with responsible firms that have submitted proposals in order to clarify certain elements. All proposals shall be afforded fair and equal treatment with respect to any opportunity for clarification. In

conducting discussion, there shall be no disclosure of information derived from proposals submitted by competing firms. The selection shall be done by the City’s review committee and will be recommended to the City Council for final approval.

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

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

9.0 PROPOSED SCHEDULE

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

- 1. RFP issued November 20, 2025
- 2. Non-mandatory Pre-Proposal Conference December 4, 2025
- 3. Last Day to submit questions..... December 12, 2025
- 4. Final Addendum Issued December 16, 2025
- 5. RFP Submission Due Date December 23, 2025
- 6. City Council Award of Contract January 12, 2026
- 7. Contract Effective February 2, 2026

10.0 QUESTIONS REGARDING RFP

All questions related to this RFP should be submitted in writing to Cheryl Stuart, Purchasing Specialist at cstuart@cityofevanston.org with a copy to Kirsten Drehobl Vega, Sustainability & Resilience Coordinator at kdrehobl@cityofevanston.org and Cara Pratt, Chief Sustainability & Resilience Officer at cpratt@cityofevanston.org .

11.0 GENERAL TERMS AND CONDITIONS

A. Confidentiality

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

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

Freedom of Information Act request that calls for records within the ARES' control, the ARES shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the ARES shall cooperate to determine what records are subject to such a request and whether or not any exemption to the disclosure of such records or part thereof is applicable.

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

B. Withdrawal of Proposal

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

C. Exceptions to Specifications

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

D. Hold Harmless

ARES 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 ARES or ARES' sub-contractors, employees, agents or sub-contractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of

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

At the City Corporation Counsel's option, the ARES 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 the ARES of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by the ARES must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

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

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

E. Addenda

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

F. Term

The contract is for a term to be selected by the City. The City may terminate a contract for either cause or convenience.

G. Non-Appropriation of Funds

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

H. Property of the City

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

I. Payment Terms

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

J. Disclosures and Potential Conflicts of Interest

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

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

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

K. Protests

Any actual or prospective Proposer, who is aggrieved in connection with the solicitation or award of a contract, may protest to the Purchasing Office. The

protest shall be submitted in writing within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.

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

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

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

L. Authority To Resolve Protests And Contract Claims

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

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

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

M. Litigation

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

“issue” means any prior or pending litigation or investigation, either civil or criminal, or any governmental agency action or proceeding (the “issue”), which may affect the performance of the services to be rendered herein. For purposes

of this Section, an “issue” shall also include any criminal, civil, or administrative penalty or finding imposed against any covered individual. An issue occurring within seven (7) years of the date preceding the date of the Proposer’s response shall be disclosed by the Proposer.

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

All proposers shall identify and describe with particularity any issue. The City, and not Proposer, has the sole discretion to determine whether an issue may affect the performance of the services. Failure of any Proposer to comply with this mandatory obligation shall, at the City’s sole discretion, result in the Proposer’s response being deemed non-responsive and not responsible. Failure of any Proposer to comply with the obligation specified herein may result in the voiding any subsequent contract award to Proposer if the City discovers upon the exercise of its customary due diligence that Proposer failed to comply with the mandatory obligation in this Section. The City reserves all rights to take any other actions in the case of a Proposer’s non-compliance with this Section.

N. Sub-contractors

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

O. Contact with City Personnel

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

P. Costs Incurred

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

Price/Cost Forms

Fixed Price Proposal

Bidder Name: _____

Date Submitted: _____

Authorized Representative: _____

Fixed Price Proposals: Bidders are to indicate the Fixed Price at which it will provide energy supply, program management and other services under the Power Supply Agreements with the City

Option	Description	Fixed Price (\$/MWh)
Fixed Price	<p><u>For RFP Response:</u> A full-requirements, fixed-price energy supply price for all eligible customers that includes all charges related to energy commodity supply as well as program outreach and management.</p> <p><u>If Bidder is Selected:</u> City staff will recommend that the City Council execute a contract with the ARES at its next scheduled meeting</p>	12 Months:
		24 Months:
		36 Months:

ComEd Price Match Proposal (Partial Load)

Bidder Name: _____

Date Submitted: _____

Authorized Representative: _____

ComEd Price Match Proposal (Partial Load): Bidders are to indicate whether they can deliver energy supply and program management services to <u>a portion of Eligible Members</u> at a price that matched exactly the monthly ComEd Price to Compare to a subset of eligible accounts to provide energy supply, and provide a municipal contribution to the City			
Option	Description	Confirmation of ability to Match ComEd Monthly Rate (Y/N)	Annual Municipal Contribution (\$)
ComEd Price Match	<p>For RFP Response: A full-requirements variable-price energy supply for selected eligible Members on an opt-out basis and any other eligible Member on an opt-in basis that includes all charges related to energy commodity supply as well as program outreach and management. The variable price is to match the ComEd Price to Compare plus or minus the monthly Purchased Electricity Adjustment.</p> <p>If Bidder is Selected: City staff will recommend that the City Council execute a contract with the ARES at its next scheduled meeting</p>		12 Months:
			24 Months:
			36 Months:

ComEd Price Match Proposal (Full Load)

Bidder Name: _____

Date Submitted: _____

Authorized Representative: _____

ComEd Price Match Proposals (Full Load: Bidders are to indicate whether they can deliver energy supply and program management services <u>to all Eligible Members</u> at a price that matched exactly the monthly ComEd Price to Compare to a subset of eligible accounts to provide energy supply, and provide a municipal contribution to the City			
Option	Description	Confirmation of ability to Match ComEd Monthly Rate for all Eligible Members (Y/N)	Annual Municipal Contribution (\$)
ComEd Price Match	<p><u>For RFP Response:</u> A full-requirements variable-price energy supply for all eligible Members on an opt-out basis and any other eligible customer on an opt-in basis that includes all charges related to energy commodity supply as well as program outreach and management. The variable price is to match the ComEd Price to Compare plus or minus the monthly Purchased Electricity Adjustment.</p> <p><u>If Bidder is Selected:</u> City staff will recommend that the City Council execute a contract with the ARES at its next scheduled meeting</p>		12 Months:
			24 Months:
			36 Months:

Sustainable Energy Supply Proposal: REC-only Approach 1

Bidder Name: _____

Date Submitted: _____

Authorized Representative: _____

REC-Only Approach 1: Bidders are to indicate cost associated with matching 100% of all energy delivered under a Fixed Price agreement with approved Renewable Energy Credits

Option	Description	Sourcing of Proposed REC (Source Type, State)	Unit Cost per REC (\$)
<p>REC-only Approach 1</p>	<p>For RFP Response: Renewable energy credits (“RECs”) representing the environmental attributes from electricity in an amount equal to 100% of the annual load of <u>all accounts that participate</u> in the City’s aggregation program. To be clear, the volumes of REC provided through the REC-Only Approach 1 are in addition to the Illinois Renewable Portfolio Standard. To support the City’s participation in the EPA’s Green Power Partnership Program, the voluntary RECs purchased shall be Green-e compliant (www.green-e.org) and sourced from wind or solar resources. The voluntary RECs shall be the vintage year in which the electricity is consumed by Evanston’s aggregated load, or up to six months prior to that vintage year or up to three months after the vintage year. Bidders must identify the location(s) of source(s) for the RECs they include in their offers (e.g., state of origin).</p> <p>If Bidder is Selected: City staff will recommend that the City Council execute a contract with the ARES at its next scheduled meeting</p>	<p>12 Months:</p>	<p>12 Months:</p>
		<p>24 Months:</p>	<p>24 Months:</p>
		<p>36 Months:</p>	<p>36 Months:</p>

Sustainable Energy Supply Proposal: REC-only Approach 2

Bidder Name: _____

Date Submitted: _____

Authorized Representative: _____

REC-Only Approach 2: Bidders are to indicate cost associated with providing a fixed volume of Renewable Energy Credits to the City			
Option	Description	Sourcing of Proposed REC (Source Type, State)	Unit Cost per REC (\$)
REC-only Approach 2	<p><u>For RFP Response:</u> Renewable energy credits (“RECs”) representing the environmental attributes from electricity <i>in an amount equal to 100,000 on an annualized basis.</i> To be clear, the volumes of REC provided through the REC-Only Approach 2 are in addition to the Illinois Renewable Portfolio Standard. To support the City’s participation in the EPA’s Green Power Partnership Program, the voluntary RECs purchased shall be Green-e compliant (www.green-e.org) from wind or solar. The voluntary RECs shall be the vintage year in which the electricity is consumed by Evanston’s aggregated load, or up to six months prior to that vintage year or up to three months after the vintage year. Bidders must identify the location(s) of source(s) for the RECs they include in their offers (e.g., state of origin)..</p> <p><u>If Bidder is Selected:</u> City staff will recommend that the City Council execute a contract with the ARES at its next scheduled meeting</p>	12 Months:	12 Months:
		24 Months:	24 Months:
		36 Months:	36 Months:

Sustainable Energy Supply Proposal: Unbundled Supply from Renewable Energy Resources

Bidder Name: _____

Date Submitted: _____

Authorized Representative: _____

Unbundled Supply from Renewable Energy Resources: Bidders are to indicate cost associated with providing a portion of Energy Supply from an approved renewable energy resource				
Option	Description	Sourcing of Energy (Source Type, State)	Unit Cost (\$/MWh)	REC Included? (Y/N)
Unbundled Supply from Renewable Energy Resources	<p>For RFP Response: Electricity supply (with or without associated RECs) from wind or solar generation resources that meet the definition of the voluntary RECs defined in Section 2.2.1 above.</p> <p>If Bidder is Selected: City staff will recommend that the City Council execute a contract with the ARES at its next scheduled meeting</p>	12 Months:	12 Months:	12 Months:
		24 Months:	24 Months:	24 Months:
		36 Months:	36 Months:	36 Months:

Sustainable Energy Supply Proposal: Virtual net Metering Approach

Bidder Name: _____

Date Submitted: _____

Authorized Representative: _____

Virtual Net Metering Approach: Bidders are to indicate the volume and discount available from virtual net metering ("subscriptions") that can be provided to aggregation accounts				
Option	Description	Sourcing of Credits (Source Type, State)	Discount Basis (% of Credits retained by consumer)	REC Included? (Y/N)
Virtual Net Metering Approach	<p>For RFP Response: Virtual net metering credits from local wind or solar resources that are connected to the ComEd distribution system.</p> <p>If Bidder is Selected: City staff will recommend that the City Council execute a contract with the ARES at its next scheduled meeting</p>	12 Months:	12 Months:	12 Months:
		24 Months:	24 Months:	24 Months:
		36 Months:	36 Months:	36 Months:

Exhibit A

DISCLOSURE OF OWNERSHIP INTERESTS

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

APPLICANT NAME: _____

APPLICANT ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

APPLICANT is (**Check One**)

- Corporation
- Partnership
- Sole Owner
- Association

Other () _____

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

SECTION I - CORPORATION

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

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

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

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

SECTION 2 - PARTNERSHIP/ASSOCIATION/JOINT VENTURE

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

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

SECTION 3 - TRUSTS

- 3a. Trust number and institution.

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

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

SECTION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE

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

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

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

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

Date

Signature of Person Preparing Statement

Title

ATTEST: _____
Notary Public

(Notary Seal)

Commission Expires: _____

EXHIBIT B

ADDITIONAL INFORMATION SHEET

Proposal Name: _____

Proposal Number #: _____

Company Name: _____

Contact Name: _____

Address: _____

City, State, Zip: _____

Telephone/FAX: # _____

E-mail: _____

Comments: _____

Exhibit C

CONFLICT OF INTEREST FORM

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

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

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

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

Notary Public

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

Exhibit D

ACKNOWLEDGEMENT OF UNDERSTANDING

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

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

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

Exhibit E

ANTI-COLLUSION AFFIDAVIT AND PROPOSER'S CERTIFICATION

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

of _____
(Proposer)

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

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

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

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

Subscribed and Sworn to this _____ day of _____, 20

Notary Public

Commission Expires: _____

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

EXHIBIT F

CITY OF EVANSTON M/W/D/EBE POLICY

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

Firms bidding on projects with the City must work to meet the 25% goal or request a waiver from participation. It is advised that bidders place advertisements requesting sub-contractors and that they email or contact individual firms that would be appropriate to partner in response to the project. For samples of possible advertisements, see the City of Evanston's Business Diversity Section <http://www.cityofevanston.org/business/business-diversity/> ([Sample Advertisement](#))

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

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

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

EXHIBIT G

M/W/D/EBE PARTICIPATION COMPLIANCE FORM

I do hereby certify that

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

This firm is a (check only one):

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

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

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

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

Total proposed price of response \$ _____

Amount to be performed by a M/W/D/EBE

\$ _____

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

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

Name _____

Address _____

Phone Number _____

Signature of firm attesting to participation _____

Title and Date _____

Type of work to be performed _____

Please attach:

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

- Cook County
- Federal Certification
- City of Chicago
- State of Illinois Certification
- Women's Business Enterprise National Council
- Chicago Minority Supplier Development Council

2. Attach business license if applying as an EBE

EXHIBIT G

M/W/D/EBE UTILIZATION SUMMARY REPORT

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

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

Exhibit H

M/W/D/EBE PARTICIPATION WAIVER REQUEST

I am _____ of _____, and I have authority to _____
(Title) (Name of Firm)

execute this certification on behalf of the firm. I _____
_____ do (Name)

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

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

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

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

Signature: _____
(Signature)

Date: _____

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

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

PLEASE NOTE: Use of M/W/D/EBE Assistance Organizations (“Assist Agencies”) Form and agencies are for use as a resource only. The agencies and or vendors listed are not referrals or recommendations by the City of Evanston.

Exhibit J

Professional Services Agreement Acknowledgement Page

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

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

_____ My firm cannot execute the City's standard professional service agreement unless the exceptions noted below or in the attached sample professional services agreement are made.

*****Please be aware that submitting exceptions to the contract may impact the likelihood of your firm being selected to perform this work.**

List exceptions in the area below:

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

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

Exhibit J

Consultant Certification and Verification

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

CONSULTANT:

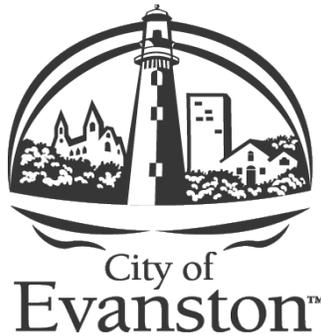
By _____

Its: _____

FEIN Number: _____

Date: _____

Exhibit J



**CITY OF EVANSTON
PROFESSIONAL SERVICES AGREEMENT**

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

[Insert name of the project]

("the Project")

RFP Number: **XX-XX**

THIS AGREEMENT (hereinafter referred to as the "Agreement") entered into this ___ day of _____, 20___, between the City of Evanston, an Illinois municipal corporation with offices located at 909 Davis Street, Evanston Illinois 60201 (hereinafter referred to as the "City"), and *[Insert Professional Service Provider's name here]*, with offices located at *[Insert address here]*, (hereinafter referred to as the "Consultant"). Compensation for all basic Services ("the Services") provided by the Consultant pursuant to the terms of this Agreement shall not exceed ***[\$[Insert fee here]***.

I. COMMENCEMENT DATE

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

II. COMPLETION DATE

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

III. PAYMENTS

City shall pay Consultant those fees as provided here: Payment shall be made upon the completion of each task for a project, as set forth in Exhibit A – Project Milestones and Deliverables. Any expenses in addition to those set forth here must be specifically approved by the City in writing in advance.

IV. DESCRIPTION OF SERVICES

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

V. GENERAL PROVISIONS

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

Services, all equipment and supplies used in connection therewith, and all property of City or other parties that may be affected in connection therewith. If requested by City, Consultant shall promptly replace any employee or agent performing the Services if, in the opinion of the City, the performance of the employee or agent is unsatisfactory.

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

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

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

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

Except as otherwise provided herein, the nature and scope of Services specified in this Agreement may only be modified by a writing approved by both parties. This Agreement may be modified or amended from time to

time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

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

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

- D. Remedy.** City does not waive any right to exercise any option to cure any breach or default on the part of contractor, including but not limited to injunctive relief, an action in law or equity or termination of this Agreement as outlined in Paragraph E of this section.
- E. Termination.** City may, at any time, with or without cause, terminate this Agreement upon seven (7) days written notice to Consultant. If the City terminates this agreement, the City will make payment to Consultant for Services performed prior to termination. Payments made by the City pursuant to this Agreement are subject to sufficient appropriations made by the City of Evanston City Council. In the event of termination resulting from non-appropriation or insufficient appropriation by the City Council, the City's obligations hereunder shall cease and there shall be no penalty or further payment required. In the event of an emergency or threat to the life, safety or welfare of the citizens of the City, the City shall have the right terminate this Agreement without prior written notice. Within thirty (30) days of termination of this Agreement, the Consultant shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, AutoCAD Version 2007, PDF, ARTView, Word, Excel spreadsheets, technical specifications and calculations, and any other such items

specifically identified by the City related to the Services herein.

- F. Independent Consultant.** Consultant's status shall be that of an independent Consultant and not that of a servant, agent, or employee of City. Consultant shall not hold Consultant out, nor claim to be acting, as a servant, agent or employee of City. Consultant is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of City. Consultant shall at its own expense comply with all applicable workers compensation, unemployment insurance, employer's liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders. Consultant shall require its employees to observe the working hours, rules, security regulations and holiday schedules of City, including but not limited to all policies and work rules applicable to City employees while on City property such as the Workplace Harassment Policy; COVID-19 Vaccination Policy; and Drug and Alcohol Policy. Consultant agrees to abide by the Occupational Safety & Health Act of 1970 (OSHA), and as the same may be amended from time to time, applicable state and municipal safety and health laws and all regulations pursuant thereto. Consultant shall certify that its agents, employees and subcontractors are in compliance with City work rules applicable to City employees while on City property. Failure to certify or violation of work rules is subject to the Default provisions of Paragraph C.
- G. Conflict of Interest.** Consultant represents and warrants that no prior or present services provided by Consultant to third parties conflict with the interests of City in respect to the Services being provided hereunder except as shall have been expressly disclosed in writing by Consultant to City and consented to in writing to City.
- H. Ownership of Documents and Other Materials.** All originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, AutoCAD Version 2007, Excel spreadsheets, PDF, and other documents or materials required to be furnished by Consultant hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of City, and City shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Consultant. Upon the termination of this Agreement, or upon request of City, during any stage of the Services, Consultant shall promptly deliver all such materials to City. Consultant shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement, use or reuse all or any part of such reports and other documents, including working pages, without the prior written approval of City, provided, however, that Consultant may retain copies of the same for Consultant's own general reference.

- I. **Payment.** Invoices for payment shall be submitted by Consultant to City at the address set forth above, together with reasonable supporting documentation, City may require such additional supporting documentation as City reasonably deems necessary or desirable. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, after City's receipt of an invoice and all such supporting documentation.
- J. **Right to Audit.** Consultant shall for a period of three years following performance of the Services, keep and make available for the inspection, examination and audit by City or City's authorized employees, agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by Consultant, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by Consultant is found to have been overstated, Consultant shall provide City an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of City's expenses for and in connection with the audit respecting such invoice.
- K. **Indemnity.** Consultant shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Consultant or Consultant's sub-contractors, employees, agents or sub-contractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

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

At the City Corporation Counsel's option, Consultant must defend all suits

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

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

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

- L. Insurance.** Consultant shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Consultant, and insuring Consultant against claims which may arise out of or result from Consultant's performance or failure to perform the Services hereunder: (1) worker's compensation in statutory limits and employer's liability insurance in the amount of at least \$500,000, (2) comprehensive general liability coverage, and designating City as additional insured for not less than \$3,000,000 combined single limit for bodily injury, death and property damage, per occurrence, (3) comprehensive automobile liability insurance covering owned, non-owned and leased vehicles for not less than \$1,000,000 combined single limit for bodily injury, death or property damage, per occurrence, and (4) errors and omissions or professional liability insurance respecting any insurable professional services hereunder in the amount of at least \$1,000,000. Consultant shall give to the City certificates of insurance for all Services done pursuant to this Agreement before Consultant performs any Services, and, if requested by City, certified copies of the policies of

insurance evidencing the coverage and amounts set forth in this Section. The City may also require Consultant to provide copies of the Additional Insured Endorsement to said policy (ies) which name the City as an Additional Insured for all of Consultant's Services and work under this Agreement. Any limitations or modification on the certificate of insurance issued to the City in compliance with this Section that conflict with the provisions of this Section shall have no force and effect. Consultant's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City. Consultant understands that the acceptance of certificates, policies and any other documents by the City in no way releases the Consultant and its sub-contractors from the requirements set forth herein. Consultant expressly agrees to waive its rights, benefits and entitlements under the "Other Insurance" clause of its commercial general liability insurance policy as respects the City. In the event Consultant fails to purchase or procure insurance as required above, the parties expressly agree that Consultant shall be in default under this Agreement, and that the City may recover all losses, attorney's fees and costs expended in pursuing a remedy or reimbursement, at law or in equity, against Consultant.

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

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

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Consultant's control, the Consultant shall promptly provide all requested records to the City so that the City may comply with

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

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

lien releases of all sub-contractors, suppliers and materialmen, and a release of lien respecting the Services at such time or times and in such form as may be reasonably requested by City. Consultant shall protect City from all liens for labor performed, material supplied or used by Consultant and/or any other person in connection with the Services undertaken by consultant hereunder, and shall not at any time suffer or permit any lien or attachment or encumbrance to be imposed by any sub-consultant, supplier or materialmen, or other person, firm or corporation, upon City property or any improvements thereon, by reason or any claim or demand against Consultant or otherwise in connection with the Services.

- R. Notices.** Every notice or other communication to be given by either party to the other with respect to this Agreement, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States certified or registered mail, postage prepaid, addressed if to City as follows: City of Evanston, 909 Davis Street, Evanston, Illinois 60201, Attention: Purchasing Division and to Consultant at the address first above set forth, or at such other address or addresses as City or Consultant may from time to time designate by notice given as above provided.
- S. Attorney's Fees.** In the event that the City commences any action, suit, or other proceeding to remedy, prevent, or obtain relief from a breach of this Agreement by Consultant, or arising out of a breach of this Agreement by Consultant, the City shall recover from the Consultant as part of the judgment against Consultant, its attorneys' fees and costs incurred in each and every such action, suit, or other proceeding.
- T. Waiver.** Any failure or delay by City to enforce the provisions of this Agreement shall in no way constitute a waiver by City of any contractual right hereunder, unless such waiver is in writing and signed by City.
- U. Severability.** In the event that any provision of this Agreement should be held void, or unenforceable, the remaining portions hereof shall remain in full force and effect.
- V. Choice of Law.** The rights and duties arising under this Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out or due to this Agreement shall be in Cook County, Illinois. The City shall not enter into binding arbitration to resolve any dispute under this Agreement. The City does not waive tort immunity by entering into this Agreement.
- W. Time.** Consultant agrees all time limits provided in this Agreement and any Addenda or Exhibits hereto are of essence to this Agreement.

Consultant shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.

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

VI. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

VII. **SEXUAL HARASSMENT POLICY**

The Consultant certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105 *et. seq.*), that it has a written sexual harassment policy that includes, at a minimum, the following information:

- A. The illegality of sexual harassment;
- B. The definition of sexual harassment under State law;
- C. A description of sexual harassment utilizing examples;
- D. The Consultant's internal complaint process including penalties;

E. Legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission, and directions on how to contact both; and

F. Protection against retaliation as provided to the Department of Human Rights.

VIII. CONSULTANT CERTIFICATIONS

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

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

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

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

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

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

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

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

IX. INTEGRATION

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

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

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

CONSULTANT:

**CITY OF EVANSTON
909 Davis Street
EVANSTON, IL 60201**

By: _____

By: _____

Luke Stowe

Its: _____

Its: City Manager

FEIN Number: _____

Date: _____

Date: _____

Approved as to form:

By: _____

Alexandra B. Ruggie

Its: Corporation Counsel

Revision: April 2021

EXHIBIT A – Project Milestones and Deliverables

This EXHIBIT A to that certain Consulting Agreement dated _____ between the City of Evanston, 909 Davis Street, Evanston, Illinois, 60201(“City”) and _____ (“Consultant”) sets forth the Commencement and Completion Date, Services, Fees, and Reimbursable Expenses as follows:

I. COMMENCEMENT DATE: _____

II. COMPLETION DATE: _____

III. FEES:

IV. SERVICES/SCOPE OF WORK:

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

(Exhibit C)

Dated: _____

EXHIBIT K

ARES Questionnaire

ARES Name: _____

1. How many communities does your company currently serve through electric municipal aggregation programs?
2. How many total residential accounts are currently served through the municipal aggregation programs indicated in question 1?
3. How many current customer service representatives does your company have to respond to concerns from the residential accounts indicated in question 2?
4. What is the minimum ratio of customer service representative to residential accounts served through electric municipal aggregation programs that is proposed by your company?
5. What is the average timeframe to answer requests for billing inquiries?
6. How many billing inquiries are handled in an average month?
7. Please list and describe any litigation or settlements involving your firm and a regulatory authority over the past five (5) years.
8. Please report your firm's customer complaint rating from the Illinois Commerce Commission over the past four reporting cycle.

Please indicate whether or not (YES or NO) you are willing to agree to the following statements. For any statement which is responded to in the negative, please respond with comments:

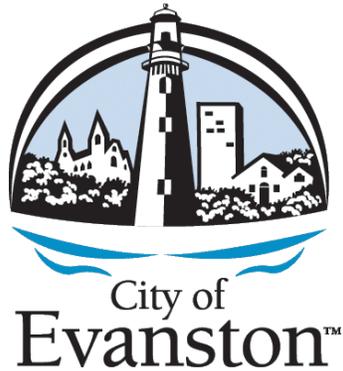
9. To be responsible for all costs associated with the design, duplication and mailing of the opt-out notices.
10. To be completely responsible for administering the opt-out program.
11. To pay any charges associated with a switching fee on behalf of the customer.
12. To automatically enroll any existing residential customer who moves to a new location that is within the City and that the price, terms and conditions shall be a continuation of what they were at the customer's prior address.

13. To allow a residential customer to terminate their agreement without penalty at any time throughout the contract.
14. To offer the group rate terms and conditions to eligible accounts moving into existing facilities within the City upon proper notification.
15. To offer the group rate terms and conditions to customers within the City that may currently be on the Utility Hourly rate or on 3rd party supply with another ARES when their commitment expires.
16. To allow any customer that may qualify for the Percentage of Income Payment Plan to opt-out of this program without penalty.
17. To be responsible for all costs associated with any special metering required, including any costs associated with installation, maintenance and reading of meter.
18. To be responsible for fulfilling all obligations and assuming all costs associated with supply of the power.
19. All pricing will include energy, capacity, transmission and distribution losses, RPS charges, imbalances, load factor adjustments, congestion charges, ancillary services and applicable taxes.
20. To provide marketing materials that include multiple modes of communication with the supplier including, but not limited to, regular mail, email, website, and phone.
21. To maintain a local or toll-free telephone number for customer service and complaints with a detailed plan for communicating with multi-lingual customers or customers with disabilities.
22. To be responsible for marketing to commercial businesses not eligible for opt-out aggregation with a 100% green energy with RECs component.
23. To commit to no door-to-door soliciting, by the selected ARES or parent company, within the City of Evanston for any services related to this RFP.

Provide an explanation for any responses in the negative for statements 9 through 23.

EXHIBIT L

City of Evanston
Electricity Aggregation Program



Plan of Operation and Governance

Approved April 5, 2012

Approved by Evanston City Council April 10, 2012

Revised February 27, 2013, November 13, 2017 and November 9, 2020

Purpose of Electricity Aggregation Program & Services

This Plan of Operation and Governance (the “Plan”) has been developed in compliance with the Illinois Power Agency Act, 20 ILCS 3855/1-92 regarding aggregation of electrical load by municipalities. The statute defines two types of aggregation programs that may be enacted by a governmental entity; opt-in aggregation and opt-out aggregation. The City of Evanston (“City”) will administer an opt-out aggregation program (the “Program”). Under this Program, the City will aggregate the electric loads of eligible residential and small commercial retail customers located within the City and then solicit proposals, select an Alternative Retail Electric Supplier (“Supplier”) and enter into a service agreement to facilitate the purchase of electricity and related service on behalf of its residents and small businesses. Customers will be given prior written notice entitling them to affirmatively elect not to be part of the Program (the “Opt out Notice”).

On November 29, 2011, the City adopted Ordinance 103-O-11, to place the issue of Opt-Out Governmental Aggregation of Electricity on the March 20, 2012 election ballot. The registered voters of the City subsequently passed the ballot measure on March 20, 2012. The Evanston City Council adopted revisions to the Plan on March 11, 2013, November 13, 2017 and November 9, 2020. This Plan was presented to the Evanston City Council for introduction on October 26, 2020 and after two public hearings were held in accordance with 20 ILCS 3855/1-92 the City Council adopted this Plan on November 9, 2020.

The City’s Program seeks to aggregate the electricity supply loads of eligible residential and small commercial retail accounts located within the City to negotiate the most favorable rates for the supply of electricity. The City’s Program will solicit proposals for both a basic rate as well as an alternative for a cleaner and more sustainable supply of electricity that would at a minimum meet the city’s goal of reducing greenhouse gas emissions as set forth in the Climate Action and Resilience Plan. With a City population of approximately 74,000, the Program has the potential to combine residential accounts and small commercial accounts into a buying group that will be attractive to a Supplier. Participation in the Program is voluntary. Any individual customer (“Member”) has the opportunity to decline to be a Member of the Program and receive electricity supply services from the local utility (“ComEd”) through the standard offer of service or to enter into an electricity supply contract with any other Alternative Retail Electric Supplier.

Residential and small commercial retail electric customers often lack the ability to effectively negotiate electric supply services. The City’s Program provides them an opportunity to benefit from professional representation and bargaining power achieved through an aggregation program.

The Program is designed to increase the value that Members receive through their electricity supply services and to gain other favorable terms. The City will not buy and resell electricity to the Program Members. Instead, the City will competitively seek proposals and negotiate a contract with a Supplier to provide electricity supply service to the Members of the Program. Members of the Program will be enrolled into an electric purchase and sale contract with the selected Supplier. The City is not a party to the contract and is not responsible for performance of the contract beyond negotiating the safeguards in the contract.

As required by the Act, this Plan of Operation and Governance describes:

1. How the Program will provide for universal access to and equitable treatment of eligible customers;
2. How the Program will provide access to new forms of sustainable electricity supply services;
3. How demand management and energy efficiency services may be provided to each class of customers; and
4. How the Program will meet any other legal requirements concerning aggregated electric service.

The City and the selected Supplier will follow the Plan set forth in this document.

Proposal / Contract Procedures

Following the adoption of this Plan, the City will conduct a proposal process in compliance with the City Code. The City may request and receive any and all consumer data from ComEd allowed by regulation. The City will retain the full and absolute right to accept, accept with conditions, or reject any proposals. If this process does not result in the identification of an acceptable supplier, the City will conclude the proposal process and not proceed with the Program at that time. The proposal process may include separate qualifications and firm pricing phase. Requirements for company qualifications are outlined in Section 15.

By majority vote of the Corporate Authorities of the City, the City may select a Supplier to provide electricity supply services through the Program according to the terms of a written Master Agreement to Provide Services to an Aggregated Group (“Agreement”) entered into by and between the Supplier and the City. By majority vote of the Corporate Authorities, the City may determine not to enter into an Agreement with any Supplier and in such event eligible customers shall continue to purchase electric supply and power through ComEd. If the Corporate Authorities enter into an Agreement with a Supplier, ComEd will continue to provide and service delivery of the electricity purchased from the Supplier, and metering, billing, repairs and emergency service will continue to be provided by ComEd.

The Program may temporarily cease operations upon the termination or expiration of the Agreement without any extension, renewal, or subsequent Agreement being negotiated. Each individual Member receiving electric supply service under the Program will receive notification 45-90 days prior to termination of the Program by the Supplier. Prior to the end of the agreement term, the City will consult the Supplier regarding the next course of action, which will be one of the following: 1) switch the Members back to ComEd, 2) switch the Members to a different Supplier or 3) enter into a new Agreement with the City to continue the Program through a written extension to the agreement.

Determination of Rates and Other Charges

3.1 Rates

The City will solicit proposals from Alternative Retail Electric Suppliers (“ARES”) certified by the Illinois Commerce Commission to provide electricity supply services to aggregation programs. The proposal documents shall require the ARES to offer a rate for full-requirements supply **plus any cost reimbursements and fees that the City may require the ARES to pay to the City**. The Members will be charged the price determined to be the most favorable based on term and energy mix selected. Members will be notified of the rates and terms of the Program through a direct mailing sent to each eligible resident and business within the City limits.

3.2 Charges

Neither the City nor the selected Supplier will impose any terms, conditions, fees, or charges on any Member served by the Program unless the particular term, condition, fee, or charge is clearly disclosed to the Member at the time the Members chose stay in the Program and did not elect to opt out.

ComEd will continue to bill for Late Payments, Delivery Charges and Monthly Service Fees, and any other typical fees. These charges apply whether or not a Member switches to the Program’s Supplier. Switching electricity suppliers will not result in any new charges billed to the Member.

3.3 Switching Fees

Should ComEd assess a switching fee for Members voluntarily remaining in the aggregation program; the terms and conditions will be written to require the selected Supplier shall pay the switching fee without assessing the fee to the Members.

3.4 Early Termination Fee

Members may terminate their agreement without penalty if they relocate outside of the City or if they decide to go back to ComEd for their electricity supply. Members that leave the Program for other reasons, such as switching to another Supplier may be assessed an early termination fee by the Supplier. The City will negotiate with the Supplier to ensure that any early termination fee assessed against the Members is reasonable and clearly stated in the electric purchase and sale terms and conditions sent to the Members with the Opt-out Notice.

Contents of the Proposal

Key items to be included in proposals from ARES include the following:

4.1 Term of Agreement:

Proposals by prospective suppliers shall provide pricing for terms between 12 to 120-months in duration or any other term determined to be in the interest of Members by the City. The City will select the duration which offers Members the greatest protection against electricity price escalation and volatility and the most sustainable supply options.

4.2 Supply Mix:

Proposers may be requested to quote rates for the following energy mixes:

- a. Base Price Mix – The base price for electricity supply available from an ARES using, at a minimum, renewable energy consistent with the Illinois Renewable Portfolio Standard (“IRPS”) required by law.
- b. Renewable Energy - REC Supported Mix. Electricity supply where a percentage of the energy consumed by the aggregated accounts will be offset by Renewable Energy Credits (“REC”). RECs shall be Green-e certified sourced from solar or wind resources generated in Illinois or an adjoining state.
- c. Renewable Energy – Non-REC Supported Mix. Electricity supply where a percentage of the electricity supply for the Members is sourced from one or more renewable energy resources that may or may not include RECs. Renewable energy may be sourced through power purchase agreements (PPA), virtual net metering, distributed generation (DG) or any other such sources as long as the electricity is created through a renewable source. The City may direct the supplier to receive and combine renewable energy resources secured by the City under separate arrangements into the Program’s supply mix.

4.3 Rates:

The documents shall require the ARES to provide the rate information for the various Power Mix Options in a format that facilitates direct comparison of prices and options.

The City’s intent in soliciting the proposals is to provide residents with delivered electricity prices that are less than or equal to ComEd’s applicable rates. The City is also interested in selecting a renewable energy option in a cost-effective way.

5. Determination of Eligible Customer Pool

Under the opt-out aggregation provisions, all residential and small commercial electricity consumers within the City will be automatically eligible to enroll in the Program. However, such customers will be given prior notice entitling them to affirmatively elect not to be part of the Program.

Prior to mailing opt-out notices, a thorough review will be performed to ensure that all ineligible customers are excluded. The review process will include the efforts of numerous parties and utilize a number of resources:

- ComEd will query their customer database using best efforts to capture all accounts within the City limits.
- The Supplier, with assistance from the City, using available City resources and publicly available material shall screen out customers who are not located within the

City limits. Those resources may include any or all of the following: property records, water and/or sewer records, fire and/or police department address records, 911 address records, street listings, City maps, internet maps, county parcel mapping databases, and geographical information systems (GIS).

- Ineligible accounts will be screened out based on codes provided in the ComEd data.
- The data shall be reviewed to see that all zip codes have been included, all streets included, all customer classes, all customer rate schedules, and finally that an expected total for a community of this population was turned over.
- Any suspected omissions will be reported to ComEd along with a request to furnish that data.

6. Opt-Out Process

The City is using an Opt-Out form of Governmental Aggregation under the Act. Any such person that opts-out of the aggregation program pursuant to stated procedure will default to the standard service offer provided by ComEd until the person chooses an alternative supplier.

When a successful supply offer is selected, the City shall order a customer list from ComEd. ComEd shall deliver the customer list to the City upon request within a reasonable time period. Once the City obtains the customer list, it will be shared with the selected Supplier which will have sixty (60) days from the City's receipt of the data to mail the Opt-out Notices to all eligible Members receiving an offer.

The selected Supplier will be required to pay for printing and mailing of Opt-out Notices. The notices will be mailed to the owner or occupant residing at the electric account mailing address shown on ComEd's customer list. The selected Supplier and the City will agree upon the format and content of the Opt-out Notice prior to mailing the notice to eligible Members. A City official will sign the notice and it will contain the City's name and logo on the outside of the envelope to clearly indicate to the recipient that it is a notice from the City. The City will review and approve any additional attachments to be included in the opt-out notices.

Prior to mailing the Opt-out Notices, a thorough review will be performed of the customer list to ensure that all eligible Members receive the Opt-out notice. The review process will include the efforts of numerous parties and utilize a number of resources as specified in Section 5 of this Plan.

Following acceptance of an offer by the City, the Supplier will mail the Opt-out Notices to eligible Members. Members will have at least twenty-one (21) days from the postmark date on the notice to postmark the return opt-out card if they do not wish to participate in the City's program. The Supplier shall offer at least 2 additional means of opting out, such as, a toll-free phone number, website, or email address. The selected Supplier will not enroll the accounts which affirmatively opted out of the Program.

In the event that an eligible Member is inadvertently omitted from the Program, the Supplier shall, upon request, enroll the eligible Member at the group rate for the remaining term.

All members of the Program will have an opportunity to opt-out without penalty at least once every three (3) years.

Procedure Steps:

- a. The selected Supplier and the City will agree upon the format of the Opt-out Notice and other documents to be included in the mailing prior to mailing it to eligible Members.
- b. The selected Supplier will distribute an Opt-Out Form to all eligible Members via U.S. Mail.
- c. Recipients will have at least twenty-one (21) days from the postmark on the Opt-out Notice to notify the selected Supplier if they do not want to be part of the Program.
- d. Members will be able to opt-out by returning an opt-out card via U.S. Mail to the selected Supplier. The Supplier shall offer at least two additional means of opting out, such as a toll-free phone number, website, email address, or fax number.
- e. The opt-out notice will clearly notify the Program Members of the rates to be charged for electricity supply services and other terms of the contract with the selected supplier.
- f. The selected Supplier will not enroll those accounts opting out from the Program.
- g. Additionally, Members who do not opt-out under step “d” above will receive written notification from ComEd stating that they are about to be switched to the new Supplier. The ComEd notice will inform the Member that they have seven (7) days to rescind the contract by contacting ComEd.
- h. The City may implement multiple opt-out processes under multi-year agreements with a single Supplier.

7. Customer Classes Included

The Program provides for universal access and equitable treatment of all eligible customers. Utility rules approved by the Illinois Commerce Commission (“ICC”) or other regulatory agencies may limit eligibility to enroll in the aggregation program.

The following eligibility requirements apply:

- Customers must not have opted-out of the Program
- Customers must not be provided supply service from another ARES or special arrangements such as Community Solar Subscriptions which require electricity supply services through the ComEd default supply rate
- Commercial customers must have a Peak Demand of $\leq 100\text{kW}$ and an annual consumption of $\leq 15,000\text{kWh}$
- Accounts must be located within the City limits
- Accounts must not be a “free service” ComEd customer
- Accounts must not be an “hourly rate” ComEd customer
- Accounts must not be on ComEd’s “bundled hold”
- Customers receiving electricity supply from ComEd under particular tariffs as they may be approved and/or amended by the Illinois Commerce Commission from time to time may not be eligible to enroll in the aggregation program.

If a Supplier is authorized to offer a rate for electricity supply services that is equal to the net monthly rate for ComEd default rate customers, then the Supplier may issue an “opt-out” notice to certain customers and an “opt-in” notice to other customers. Customers receiving an “opt-in” notice from the Supplier under these circumstances may be enrolled into electricity supply service by the Supplier selected by the City at any time during the term of the agreement between the City and the Supplier.

While providing for universal access to all eligible customers, specific savings for each such customer may depend upon the load usage patterns of that customer. Thus, a Supplier’s offer may not provide to all Members equal economic savings opportunity as compared to ComEd’s prevailing rate.

8. Billing Procedures

The Program will utilize the coordinated billing services of ComEd and the selected Supplier. Customers will receive a single bill from ComEd that itemizes among other things, the cost of supply provided by the Supplier.

Members are required to remit and comply with the payment terms of ComEd. The City will not be responsible for late or no payment on the part of any of the Members. Furthermore, slow or no payment on the part of some Members will not adversely impact the rates charged to other Members.

9. Credit / Deposit Requirements

Collection and credit procedures remain the responsibility of ComEd, the selected Supplier, and the individual Member. Members are required to remit and comply with the payment terms of ComEd and/or the Supplier. This Program will not be responsible for late or no payment on the part of any of its Members. The City will have no separate credit or deposit policy.

10. Procedures for Handling Customer Complaints and Dispute Resolution

Members have multiple means of addressing complaints. As a general rule, concerns regarding service reliability should be directed to ComEd, billing questions should be directed to ComEd or the selected Supplier, and any unresolved disputes should be directed to the ICC.

11. Moving Into the City

Residents and businesses that move into the City will NOT be automatically included in the City’s Program. However, customers wishing to opt-in to the Program may contact the Supplier to obtain enrollment information. There is no guarantee that customers opting-in at a later date will receive the same price as did the initial Program participants.

12. Moving Within the City and Maintaining the Same Account Number

The selected Supplier shall continue service at the same rate and under the same terms and conditions for any Member who relocates within the City prior to the expiration of the contract term, providing that the Member notifies the Supplier of their desire to do so with thirty (30) days notice. Moving within the City may cause the Member to be served for a brief period of time by ComEd. The Supplier shall have the right to bill the participant for any associated switching fee imposed by ComEd. Members may also opt-out without penalty under these circumstances.

13. Joining the Aggregation Group after Opting-Out

Members who have left the aggregation group and wish to rejoin at a later date are treated in the same manner as new residents moving into the City. These customers may contact the Supplier at any time to obtain enrollment information. There is, however, no guarantee that customers opting-in at a later date will receive the same price as did the initial participants.

14. Joining the Aggregation Group after ending an agreement with another Supplier

Residents and businesses that were under contract with a Supplier at the start of the Program were not initially eligible for the program. However, they can join the program at a later date once their contract with their current Supplier has ended. These customers may contact the Supplier at any time during the Term of the program to obtain enrollment information. There is, however, no guarantee that customers opting-in at a later date will receive the same price as did the initial participants.

15. Reliability of Power Supply

ComEd will continue to deliver power through its transmission and distribution systems. Responsibility for maintaining system reliability continues to rest with ComEd. If members have service reliability problems, they should contact ComEd for repairs. The ICC has established "Minimum Reliability Standards" for all utilities operating distribution systems in Illinois. Customer outages, duration of outages, interruptions, etc., are monitored to ensure reliability remains at satisfactory levels.

In addition to maintaining the "wires" system, ComEd is required to be the "Provider of Last Resort." This means, should the selected Supplier fail for any reason to deliver any or all of the electricity needed to serve the Members' needs, ComEd will immediately provide for the shortfall. ComEd would then bill the Supplier for the power provided on their behalf. The Supplier cannot pass on the additional costs incurred to the Members from charges by ComEd from performing services and supply as a last resort.

16. Voluntary Members. ComEd customers located within the City of Evanston but are not Eligible Customers may voluntarily participate in the Program as a Voluntary Member. Voluntary Members may request and receive individualized price offers for electric supply from the ARES selected by the City. The ARES shall be obligated to provide pricing to Voluntary Members that includes Power Mix that has been selected for the Eligible Customers.

17. Supplier Qualification Process

The City will conduct a process to identify Suppliers which are qualified to provide electric power to the Program. Only Suppliers meeting strict criteria and providing complete responses to the request for qualifications will be considered for the firm pricing process. A summary of key qualifications criteria is provided below:

- Certified by the Illinois Commerce Commission.
- Registered with ComEd to do business in their service territory. Both the certification and registration ensure that Suppliers possess the managerial, technical, and financial competence to perform the services they offer.
- Agree to sign the Master Service Agreement with the City as provided in the request for qualifications documentation.
- Demonstrate creditworthiness by possessing an investment grade long-term bond rating from a major rating agency.
- Submit a complete response to the request for qualifications including the submission of references, completed certification forms, litigation history, detailed scope of work, and company history and experience.

Pursuant to 20 ILCS 3855/1-92, Supplier shall:

- Provide for universal access to all applicable residential customers and equitable treatment of applicable residential customers.
- Describe demand management and energy efficiency services to be provided to each class of customers.
- Meet any requirements established by law concerning aggregated service offered pursuant to the 20 ILCS 3855/1-92.

The following factors will be evaluated for each Supplier that submits a proposal:

- The qualifications of the Supplier to conduct a municipal aggregation based on references, past experience, financial information and litigation information.
- Rate and electricity supply mix.
- Willingness of Supplier to execute the proposed Master Agreement to Provide Services to an Aggregated Group
- Completeness of Proposal.
- Proposed aggregation implementation plan.
- Quality of customer service procedures and resources.

Pricing offers will only be considered from Suppliers which are found to be responsive and qualified.

18. Miscellaneous

The operation of the City's Program may be impacted by any of the following:

- Amendments to the Act
- Federal Energy Regulatory Commission (FERC) tariffs that may be enacted or amended from time to time.

- Illinois Commerce Commission (ICC) rules and regulation as may be enacted or amended from time to time.
- ComEd tariffs as approved or amended from time to time by the ICC.
- Federal, state, and local laws.
- Rules, regulations, and orders approved or enacted by federal, state, or local regulatory agencies.

The City will maintain a copy of this Plan of Operation and Governance on file at its administrative office. This Plan will be kept available for public inspection. It will, upon request, be copied for any existing or potential Member of the aggregation in accordance with the City rules for copying public documents.

City of Evanston has partnered with **Euna OpenBids** – an online network connecting local governments with suppliers across the nation. Euna OpenBids is open and accessible to all businesses. Euna OpenBids gives you instant access to RFPs, bids, quotes, and other opportunities with City of Evanston.

By registering for a complimentary account with Euna OpenBids, you get Instant Access to bids for City of Evanston. Your free Euna OpenBids account provides:

- **Instant** access to all bid and quotes for City of Evanston
- **Automatic** notifications from City of Evanston right to your inbox
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place.

It's Easy! Get started in 4 easy steps.

REGISTER

Go to
demandstar.com/registration

Get started for free!

Company Name

Email Address

This will be your username for logging in to OpenBids

Create your OpenBids account

Sign In

By creating an account, you agree to OpenBids Terms of Use and Privacy Policy.

STEP 1

CHOOSE YOUR FREE AGENCY

Type "City of Evanston" in the Search Box, select the agency, then click "Next".

1 of 4: Choose your free agency

A great way to find out about new opportunities on OpenBids is to subscribe to a government agency. To get started, please choose your first (free!) agency. You'll have a chance to sign up for more in just a moment.

Search by Agency Name

State

County

[Reset Search](#)

York County Purchasing

STEP 2

CHOOSE COMMODITY CODES

Get notifications – ones that are relevant to your business by describing what you offer via “commodity codes”

2 of 4: Refine Bid Notifications

What are commodity codes?

OpenBids commodity codes are how we categorize goods and services for government procurement. When you choose commodity codes, OpenBids uses them to match what your company provides to what governments in your subscription need, helping you find the best bids and quotes to bid on.

Take control of your bid notification experience and maximize your chances of finding opportunities that are tailored to your needs. Add your key tags here and let us assist you in uncovering the most relevant and valuable bid opportunities in your industry.

Example: Infrastructure, Automobiles, Dairy, Agriculture

Search

Go Back

[Skip Commodity Codes and Tags](#)

Continue

STEP 3

CHOOSE MORE NOTIFICATIONS

Click “Continue without Adding Subscriptions” to proceed to City of Evanston specifically. Or, if you’d like to get notifications when other governments near you post a relevant solicitation, you can select any combination of our county, state or national plans on this page.

3 of 4: Choose Subscriptions

Now that you've chosen **Rock County** as your free agency, add more counties to grow your network of potential clients.

County subscriptions start at \$25 per year.

Please select a state to begin

State

Wisconsin

Choose your counties in Wisconsin

There are currently 51 Wisconsin counties with agencies publishing bids on OpenBids. Please choose which counties you'd like to subscribed to. You may also subscribe to all counties in Wisconsin and save!

+ Subscribe to Wisconsin for \$450 / year

Search for Counties

Search for Counties

Rock County Subscription

Rock County is in Rock County. Subscribe and get notifications from 4 agencies.

[Subscribe to Rock County for \\$35/year](#)

Wisconsin Subscription

Rock County is in Wisconsin. Subscribe and get notifications from 146 agencies.

[Subscribe to Wisconsin for \\$450/year](#)

National Subscription

Choose a national subscription and get notifications from 2884 agencies.

STEP 4

COMPLETE YOUR PROFILE

Enter your contact and company information and Click “Finish Registration”. You’ll receive an email to set up your password.

You’re done!

4 of 4: Complete your profile

We've saved your selections. Now that you've set up your subscriptions on OpenBids, tell us a little bit more about yourself.

Your contact information

First Name

Last Name

Phone Number

Your company information

Company Phone Number