

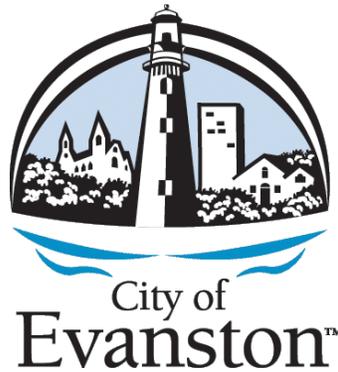
**CITY OF EVANSTON**  
**REQUEST FOR PROPOSAL**

**NUMBER: 25-63**

**For**

**Indicative Pricing for Municipal Electric Energy Supply**

**November 20, 2025**



**PROPOSAL DEADLINE:** **2:00 P.M., December 23, 2025**

**PRE-PROPOSAL MEETING:** **Non-mandatory Virtual Pre-Proposal Meeting**  
**December 4, 2025 11:00 A.M. – 11:30 AM, December 4,**  
**2025Virtual**  
Google Meet joining info  
Video call link: <https://meet.google.com/tbw-faxw-hqq>  
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](http://WWW.DEMANDSTAR.COM))

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

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## 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](http://www.demandstar.com)). Although registration is required, vendors can download solicitations and upload responses for free. Proposals shall cover the following:

#### **Indicative Pricing for Municipal Electric Energy Supply RFP Number: 25-63**

The City of Evanston's Sustainability & Resilience Division of the City Manager's Office is seeking proposals from experienced firms for prequalified Alternative Retail Electric Suppliers (ARES) to supply full requirements electric service to the electricity accounts listed in Table 1 of the RFP.

There will be a virtual non-mandatory pre-proposal meeting Thursday, December 4, 2025, at 11:00 A.M. via **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/](http://www.cityofevanston.org/business/bids-proposals/) or Demandstar at: [www.demandstar.com](http://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 74,000 and is located just north of Chicago on the western shore of Lake Michigan. The City operates various facilities, including, but not limited to, a water treatment plant, community centers, parking garages and recreational and government support facilities. The City currently purchases electricity supply for its facilities from an Alternative Retail Electric Supplier (“ARES”) which expires on [date].

The City seeks to contract with a single ARES to supply full requirement electric service to its electrical accounts listed in Table 1 below by issuance of this Request for Proposals (RFP). The majority of the City’s electric energy consumption is concentrated in six (6) accounts, the largest of which is around 2.5 MW in demand. Any ARES selected by the City will provide a single monthly bill for each account as well as a consolidated billing statement. Additionally, any ARES selected by the City must provide online access to all billing statements issued and a reporting option that presents consolidated consumption and cost information for accounts served by the selected supplier. This RFP is being sent to those ARES that are certified by the Illinois Commerce Commission. Only those ARES that are certified by the Illinois Commerce Commission to sell electricity will be eligible to be found qualified.

The City requests pricing for contract terms ranging from 12 to 36 months for three separate groups of City accounts: Small Accounts, Large Accounts, Lighting Accounts.

Account groups contracted and contract term will be determined by the City. Contact with City personnel and/or City’s consultant The Power Bureau, LLC 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

### 2.1 Account Information

The service address and account numbers for the facilities to be supplied electric service subject to this RFP are shown below in Table 1. The City anticipates that its future energy consumption will be consistent with the historical load characteristics of these accounts. However, the City makes no warranty or guarantee as to its actual future electric usage, and consumption is subject to change.

**Table 1.**

COMED ACCOUNT	FACILITY NAME
57223084	2103 McCormick Blvd (Parking Lot)
432626603	ES Sheridan Rd 1N Central (Fog House North)
562924709	2020 Asbury Ave (Service Center)
745458517	ES Sheridan Rd 1E Central (Lighthouse)
971583107	1427 Florence Ave (Penny Park)
1202080385	NS Chicago Ave 1N Church (Church St Self-Park)
1275694109	1100 Lake St (Merrick Park)
1517849179	1712 Payne St (Police Camera)
1572683592	1801 Main St (Robert Crown Center)
1771575118	1817 Washington St (Fire #4)
1904192928	1454 Elmwood (Police & Fire HQ)
1964185533	2325 Foster St (Butler Park)
2022274412	2605 Sheridan Rd (BH)
2092595776	NS Crain St 1E Oak Ave
2202758845	700A Davis St
2275829477	1211 Lake Shore Blvd (Elliott Park)
2403928791	2536 Gross Point Rd (Water North Standpipe)
2473652546	1236 Chicago Ave (Lot 60 Garage)
2637989113	1600 Church St (Mason Park Field House)
2664313519	2100 Wesley Ave (Ingraham Park – CC)
2677679000	0 Poplar Ave Lite RT/23 (WS 2 Pole – lighting)
2695099725	1701 N Sheridan Rd (Metered Street Lights)
2713364154	2129 Brummel St (Brummel Park)
2766068620	2700 Gross Point Rd (Lovelace Park Field House)
2780322697	ES Sherman 1N Grove St (Festival Lighting)
2883102865	1631 N Sheridan Rd NS Church E Sher (Festival Lighting)
3032282854	821 Davis St (Sherman Plaza Garage)
3114643255	1100 McDaniel Ave (Harbert Park)
3240215198	729 Howard St (Vacant)
3245145659	555 Lincoln St (Water Treatment Facility)
3386637812	2651 Sheridan Rd
3560106326	1100 Lincoln (Leahy Park Field House/Shelter)

3567873314	2428 Emerson St (Beck Park Building/Restrooms)
3624857123	1600 Foster St (Park Lighting)
3980331175	ES Orrington 1S Church (Festival Lighting)
4357560385	600 Hinman Ave (Megowon Park)
4373471567	525 Sheridan Square (Sheridan Square)
4461129526	2200 Ashland Ave (Rear)
4591156705	1703 Orrington Ave (Main Library)
4596049548	1800 Maple Ave (Maple Ave Self-Park)
4713032351	2830 Central St (Fire #5)
4791415755	117 Asbury Ave (Street Lighting)
4904130749	2101 Wesley Ave (Lite RT/25 Parking – Street Lighting)
5216148396	ES Chicago Ave 1N Grove St (Festival Lighting)
5326013104	720 Washington St
5443658556	SS Central St 1E McDaniel
5590706451	2603 Sheridan (Harley Clarke)
5674524962	1332 Emerson (Fire #1)
5744182044	1741 Hovland Ct (Perry Park)
5746027643	635 Brummel St (Custer Security Camera)
5912855521	SS Lincoln 1W Ridge Ave (Leahy area)
5920211588	0 W Sherman 1N Church (Festival Lighting)
5941986732	Lighting Drop – Gross Pt Meter (437133A1)
6052635285	1817 Foster St & Dodge (Security Camera)
6116691399	631 Howard St (Rehab #6)
6143054421	1251 Lake Shore / ES Lakeshore 1S Dempster (Dempster Beach/Burnham Shores)
6304706392	2040 Maple Ave (Fireman's Park)
6371165586	2100 Ridge Ave – OTHR
6407526466	2222 Oakton (Municipal Storage Center)
6575476731	927 Noyes St (Noyes Cultural Arts Center)
6612851269	ES Sherman 1N Orrington Ave (Festival Lighting)
6767767087	1823 Church St (Gibbs-Morrison Center)
6806836528	1811 N Sheridan Rd (Clark St Beach Building)
6846464961	SS Keeney St 1E Forest Ave (Baker Park Field House)
7176397410	2024 McCormick Blvd (Ecology Center)
7346121397	1028 Central St – Unit 1713 (Chandler Newberger)
7432364587	1032 Central St – Unit 1713
7450984399	1010 Sherman Ave (Fitzsimmons Park)
7587647153	640 Hartrey Ave (Water South Standpipe)
7670352899	1655 Foster St (Fleetwood Center)
7995264483	701 Howard St (Lighting Controller) — alt noted: 7997825000
8291659442	300 Dodge Ave (Levy Center)
8395575521	NS Greenwood 1E Sheridan (Dawes Park)
8704316572	700B Davis St
8930576023	NS Emerson 1E McCormick (McCormick Meter Pit)

8983774635	300 Dodge Ave (James Park Field)
8991170515	1745 Ashland Ave (P.S.)
9101480136	636 Chicago Ave (Irrigation Pump)
9111454440	1105 Central St (Fire #3)
9156715593	2498 Oakton St (Oakton Water Supply Connection)
9203549200	2100 Ridge Ave (Civic Center)
9203551368	0 Cntrl (Greenbay Underpass – Traffic Light)
9673177406	702 Madison St (Fire #2)
9780442391	2001 Central Ave (Independence Park)
9749422000	2310 Oakton St (Animal Shelter)

## **2.2 Pricing Proposals**

The City is seeking indicative pricing proposals that include electricity supply to its facilities and all terms and conditions with respect to the sample Electricity Supply Agreement supplied in this RFP.

Prices for each component, supply, losses, capacity, transmission, ancillary and renewable compliance charges shall be shown and be totaled to provide a bundled fixed supply price (excluding delivery charges). The supply prices shall be fixed for the entire proposed term of the agreement and all other component charges should be based on current market or tariff rates.

### **2.2.1 Pricing Groups**

Pricing based on the load characteristics of individual accounts assigned to the following groups

**2.2.1.1 Small Account Group (Group 1).** City accounts served under the following ComEd Delivery Service Classes: Residential Watt-Hour, Small Commercial.

**2.2.2.2 Large Account Group (Group 2).** City accounts served under the following ComEd Delivery Service Classes: Medium, Large, Very Large, Extra Large.

**2.2.2.3 Lighting Account Group (Group 3).** City accounts served under the following ComEd Delivery Service Classes: Lighting/Other.

**2.2.2.4 All Account Groups (Group 4).** All City accounts served under all ComEd Delivery Service Classes.

### **2.2.2 Fixed Price/Full-Requirements Pricing Proposals**

A fixed price for the contract term for all electricity consumed by the accounts within the supply groups that includes all charges related to the delivery of electric supply.

#### **2.2.2.1 Vendor Margin Pricing Offer Structure**

Vendor Margin is a charge that a supplier adds to the pass-through cost for energy supply, capacity, transmission and ancillaries supplied under the supply agreement. The Vendor Margin is a fee that is in addition to the pass-through total cost of energy supply and represents the profit and overhead the supplier will earn from the electric supply contract with the City. Bidders are instructed to indicate their Vendor Margin on the pricing offer forms for each of the pricing groups noted in Section 2.2.2.

### **2.2.3 Green-e RECs Renewable Energy Option**

Provide alternative pricing proposals for the proposed agreement terms listed in

Sections 2.1 above, with a volume of renewable energy certificates (RECs) equal to 100 percent of the total electricity consumption of the City's accounts. To be clear, the volumes of RECs provided through Alternate 1 are in addition to the Illinois Renewable Portfolio Standard. The RECs shall be sourced from solar and wind power assets. Bidders must identify the location(s) of source(s) for the RECs they include in their offers (e.g., state of origin).

**2.2.4 Virtual Net Metering Credits.** Virtual net metering credits from wind or solar resources that are connected to the ComEd distribution system.

**2.2.5 Other Sustainable Energy Option**

Bidders may submit pricing offers for sustainable energy options not noted in this section of the RFP. The City is not obligated to accept any offers submitted in response to Bid Alternate 2.

### **3.0 INSURANCE**

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

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

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

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

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

### **4.0 SUBMITTAL REQUIREMENTS**

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

ANY PROPOSALS RECEIVED AFTER THE SUBMITTAL DEADLINE, WILL NOT BE ACCEPTED. It is the sole responsibility of the proposer to insure that his or her

proposal is delivered by the stated time. THE CITY IS NOT RESPONSIBLE FOR INCOMPLETE UPLOADED SUBMITTALS..

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

The cover letter will include the following:

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

#### **B. Qualifications and Experience of Firm and/or Team**

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

#### **C. Area/Regional Manager(s)**

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

#### **D. Fees**

Provide a copy of your fees/prices on the attached price/costs form (see page 18).

#### **E. Online Billing Platform**

Provide a detailed description of the online billing and account management services you will provide the City. Certify that your online billing and account management services can provide at least the following functions:

- Billing Statements: generation of current and historical billing statements; capability of providing both individual bills and bulk billing
- Customized Account Identifiers: Identify billing groups by codes; alternative descriptions for accounts name, location, and billing address. Inclusion of ComEd account number and internal G/L code on each invoice.
- Account Balances: current amounts due, payments received, and outstanding balances
- Notifications: new billing statements have been issued
- Other data: historical account usage, historical account costs, heating degree days/cooling degree days
- Reporting: Downloadable reports of all records in standard MS Excel or .csv file

- Formats
- User-Friendly Dashboard
- Provide a sample bill

**F. Communication** Confirm ability to participate in a set-up meeting and quarterly meetings as needed.

**G. Contract**

The City has attached its electricity supply agreement 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**

**5.1 Electric Energy Supplier Questionnaire**

Complete form included in Price/Cost forms.

**5.2 Contract Forms**

Complete the contract forms included as attached Exhibit A – Exhibit D.

**5.3 Billing Process**

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

**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](mailto:tnunez@cityofevanston.org).

**7.0 EVALUATION CRITERIA**

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

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

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

## **8.0 SELECTION PROCESS**

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

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

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

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

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

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

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

## 9.0 PROPOSED SCHEDULE

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

1. RFP issued ..... 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](mailto:cstuart@cityofevanston.org) with a copy to Kirsten Drehobl Vega, Sustainability & Resilience Coordinator at [kdrehobl@cityofevanston.org](mailto:kdrehobl@cityofevanston.org) and Cara Pratt, Chief Sustainability & Resilience Officer at [cpratt@cityofevanston.org](mailto:cpratt@cityofevanston.org) .

## 11.0 GENERAL TERMS AND CONDITIONS

### A. Confidentiality

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

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

The Purchasing Specialist will endeavor to advise the firm of any request for the disclosure of the material so marked with "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY", and give the firm or other submitting party the opportunity to seek a court order to protect such materials from disclosure. If the requested material was submitted by a party other than the firm, then the firm shall be solely responsible for notifying the submitting party of

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

**B. Withdrawal of Proposal**

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

**C. Exceptions to Specifications**

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

**D. Hold Harmless**

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

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

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

Consultant must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

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

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

#### **E. Addenda**

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

#### **F. Term**

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

#### **J. Disclosures and Potential Conflicts of Interest**

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

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

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

#### **K. Protests**

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

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

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

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

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

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

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

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

#### **M. Litigation**

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

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

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

All proposers shall identify and describe with particularity any issue. The City, and not Proposer, has the sole discretion to determine whether an issue may affect the performance of the services. Failure of any Proposer to comply with this mandatory obligation shall, at the City's sole discretion, result in the Proposer's response being deemed non-responsive and not responsible. Failure of any Proposer to comply with the obligation specified herein may result

in the voiding any subsequent contract award to Proposer if the City discovers upon the exercise of its customary due diligence that Proposer failed to comply with the mandatory obligation in this Section. The City reserves all rights to take any other actions in the case of a Proposer's non-compliance with this Section.

**N. Sub-contractors**

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

**O. Contact with City Personnel**

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

**P. Costs Incurred**

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

# Price/Cost Forms

**INDICATIVE PRICING FOR CITY OF EVANSTON RFP 25-63: Account Group 1 (Small Accounts)**

Contract Term	BASE PRICING PROPOSALS		Green-e REC's Renewable Energy Option		Virtual Net Metering Credit Option		Other Sustainable Energy Option	
	Fixed Price / Full Requirements (\$/kWh)	Vendor Margin (\$/kWh)	Number and Source Location of REC's	Price for REC's (\$/kWh)	Volume of Metering Credits Offered	% of Net Metering Credits Retained by the City	Description	Price (\$ / kWh)
<b><u>12 Months Fixed</u></b> June 2026 to read dates in June 2027	\$	\$		\$				\$
<b><u>24 Months Fixed</u></b> June 2026 to read dates in June 2028	\$	\$		\$				\$
<b><u>36 Months Fixed</u></b> June 2026 to read dates in June 2029	\$	\$		\$				\$

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

Signature of Authorized Representative of Supplier: \_\_\_\_\_

Name of Authorized Representative : \_\_\_\_\_

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

**INDICATIVE PRICING FOR CITY OF EVANSTON RFP 25-63: Account Group 2 (Large Accounts)**

Contract Term	BASE PRICING PROPOSALS		Green-e REC's Renewable Energy Option		Virtual Net Metering Credit Option		Other Sustainable Energy Option	
	Fixed Price / Full Requirements (\$/kWh)	Vendor Margin (\$/kWh)	Number and Source Location of REC's	Price for REC's (\$/kWh)	Volume of Metering Credits Offered	% of Net Metering Credits Retained by the City	Description	Price (\$ / kWh)
<b><u>12 Months Fixed</u></b> June 2026 to read dates in June 2027	\$	\$		\$				\$
<b><u>24 Months Fixed</u></b> June 2026 to read dates in June 2028	\$	\$		\$				\$
<b><u>36 Months Fixed</u></b> June 2026 to read dates in June 2029	\$	\$		\$				\$

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

Signature of Authorized Representative of Supplier: \_\_\_\_\_

Name of Authorized Representative : \_\_\_\_\_

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

**INDICATIVE PRICING FOR CITY OF EVANSTON RFP 25-63: Account Group 3 (Lighting Accounts)**

Contract Term	BASE PRICING PROPOSALS		Green-e REC's Renewable Energy Option		Virtual Net Metering Credit Option		Other Sustainable Energy Option	
	Fixed Price / Full Requirements (\$/kWh)	Vendor Margin (\$/kWh)	Number and Source Location of REC's	Price for REC's (\$/kWh)	Volume of Metering Credits Offered	% of Net Metering Credits Retained by the City	Description	Price (\$ / kWh)
<b><u>12 Months Fixed</u></b> June 2026 to read dates in June 2027	\$	\$		\$				\$
<b><u>24 Months Fixed</u></b> June 2026 to read dates in June 2028	\$	\$		\$				\$
<b><u>36 Months Fixed</u></b> June 2026 to read dates in June 2029	\$	\$		\$				\$

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

Signature of Authorized Representative of Supplier: \_\_\_\_\_

Name of Authorized Representative : \_\_\_\_\_

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

**INDICATIVE PRICING FOR CITY OF EVANSTON RFP 25-63: Account Group 4 (All Accounts)**

Contract Term	BASE PRICING PROPOSALS		Green-e REC's Renewable Energy Option		Virtual Net Metering Credit Option		Other Sustainable Energy Option	
	Fixed Price / Full Requirements (\$/kWh)	Vendor Margin (\$/kWh)	Number and Source Location of REC's	Price for REC's (\$/kWh)	Volume of Metering Credits Offered	% of Net Metering Credits Retained by the City	Description	Price (\$ / kWh)
<b><u>12 Months Fixed</u></b> June 2026 to read dates in June 2027	\$	\$		\$				\$
<b><u>24 Months Fixed</u></b> June 2026 to read dates in June 2028	\$	\$		\$				\$
<b><u>36 Months Fixed</u></b> June 2026 to read dates in June 2029	\$	\$		\$				\$

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

Signature of Authorized Representative of Supplier: \_\_\_\_\_

Name of Authorized Representative : \_\_\_\_\_

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

## ELECTRIC ENERGY SUPPLIER QUESTIONNAIRE

Company Name:

*Please attach additional pages as necessary to provide the information requested.*

1	Number of customers Supplier has in Illinois	
2	Dollar amount in customer billings and receivables managed by the Supplier during 2019	
3	Bill accuracy and timeliness rating of Supplier during 2019	
4	Acknowledgement that Supplier has read and understand the proposed Electric Supply Agreement and that they will execute it without modification (yes/no).	
5	Describe any prior or pending civil or criminal litigation or investigations involving environmental or consumer complaints from any party in which the bidder, its employees, or corporate affiliates) have been involved within the last three (3) years.	
6	What is the Supplier's credit rating, and the credit rating agency that issued this rating?	
7	Provide a monthly summary invoice for all accounts and supporting documentation as required by Section 1.1	
8	Supplier provided a sample monthly summary invoice.	
9	Describe any on-line account management system or tools that Supplier can make available to review and download monthly energy usage for city facilities	
10	Do you have a demand response program?	
10a	If yes, please estimate the annual revenue that Evanston could realize.	
10b	If yes, please describe the method of payment? For instance, would demand response revenue be paid directly to Evanston or be deducted from monthly electricity supply bills?	
11	Provide a listing of all electric generating assets owned or operated by the bidder and its corporate affiliates. Indicate the primary fuels consumed by each generating asset.	

## DISCLOSURE OF OWNERSHIP INTERESTS

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

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

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

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

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

APPLICANT is (**Check One**)

- Corporation
- Partnership
- Sole Owner
- Association

Other ( ) \_\_\_\_\_

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

### SECTION I - CORPORATION

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

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

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

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

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**SECTION 2 - PARTNERSHIP/ASSOCIATION/JOINT VENTURE**

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

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

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**SECTION 3 - TRUSTS**

- 3a. Trust number and institution.

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

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

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**SECTION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE**

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Person Preparing Statement

\_\_\_\_\_  
Title

ATTEST: \_\_\_\_\_  
Notary Public

(Notary Seal)

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

**EXHIBIT 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).

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

**Exhibit 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/> ([MWDEBE Monthly Utilization Report](#)).

**EXHIBIT G**

**M/W/D/EBE PARTICIPATION COMPLIANCE FORM**

I do hereby certify that

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

This firm is a (check only one):

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

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

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

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

Total proposed price of response \$ \_\_\_\_\_

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

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

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

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Signature of firm attesting to participation \_\_\_\_\_

Title and Date \_\_\_\_\_

Type of work to be performed \_\_\_\_\_

Please attach:

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

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

2. Attach business license if applying as an EBE

**EXHIBIT G**

**M/W/D/EBE UTILIZATION SUMMARY REPORT**

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

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

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

**ELECTRICITY SUPPLY 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 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:

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

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

**Typed/Printed Name and Title:** \_\_\_\_\_

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

**Exhibit J**

**Consultant Certification and Verification**

I certify in accordance with the ELECTRICITY SUPPLY 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:***

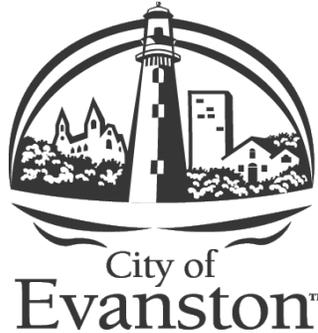
*By* \_\_\_\_\_

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

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

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

**Exhibit J**



**CITY OF EVANSTON  
ELECTRICITY SUPPLY AGREEMENT**

This Electricity Supply Agreement (“Agreement”) is entered into by and between the City of Evanston Illinois, an Illinois municipal corporation, with offices located at 909 Davis Street, Evanston, Illinois 60201 (“Customer”), and \_\_\_\_\_ (“Supplier”), a \_\_\_\_\_ with offices located at \_\_\_\_\_. Customer and Supplier hereby agree as follows:

**I. COMMENCEMENT DATE**

Consultant shall commence the Services for June 2026 meter reads.

**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.

**A. DEFINITIONS.**

“Account Number” means the number assigned to each of the Accounts by ComEd.

“Accounts” means those ComEd account(s) set out in Attachment A to this Agreement.

“Affected Party” means a party whose performance hereunder is prevented by an event of Force Majeure.

“Affiliate” of a Party means any person or entity controlled by, that controls, or that is under common control with, such Party. The term “control” (including the terms “controlling”, “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Party, whether through the ownership of voting securities, by contract, or otherwise.

“Ancillary Service Charges” means for any billing period the applicable charges for ancillary services associated with the electricity delivered to Customer hereunder as set forth in, or incurred by Supplier under, the applicable tariffs and operating services agreements with PJM and/or ComEd.

“Alternative Pricing” means a price or pricing structure that is not a fixed unit price for each kilowatt hour of electricity purchased pursuant to this Agreement.

“ComEd” means the Commonwealth Edison Company which is the local electricity distribution company that owns the electric distribution system required for the delivery of electricity to the Account(s).

“ComEd Charges” mean charges for delivery services and other ComEd costs, charges, and fees associated with Customer’s use of ComEd’s distribution system which charges may include, without limitation, meter rental and installation charges, distribution facilities charges, a customer charge, instrument funding charges, franchise fees, lighting charges, public programs, and decommissioning charges. ComEd Charges are a pass-through and may therefore change during the term of this Agreement.

“Delivery Point” means existing and future points of interconnection between the PJM-controlled grid and ComEd's transmission system or distribution system.

“End Date” means the applicable billing cycle date of ComEd’s monthly billing cycle for the month and year of the last contract term date.

“Force Majeure” means an event that prevents a Party from performing its obligations hereunder, that is not within the reasonable control of the Party affected by such event (“Affected Party”), and that by the exercise of due diligence, the Affected Party is unable to overcome in a commercially reasonable manner. Force Majeure includes, but is not limited to, acts of God; fire; war; terrorism; flood; earthquake; civil disturbance; sabotage; facility failure; curtailment, disruption or interruption of distribution, transmission, or supply; declaration of emergency by ComEd or PJM; regulatory, administrative, or legislative action, or action or restraint by court order or governmental authority. Force Majeure does not include changes in the market for electricity that

increase the cost to Supplier of obtaining the electricity necessary to perform Supplier's obligations hereunder or that allow Customer to obtain electric service at a cost lower than the cost to obtain such service from Supplier pursuant to this Agreement.

"Holdover Rate" shall mean that rate set out in Attachment B hereto, which is payable hereunder by Customer for any electricity supplied to Customer by Supplier pursuant to this Agreement after expiration of the term of this Agreement.

"Holdover Term" means that period of time after expiration of the term of this Agreement during which Supplier continues to supply electricity to Customer hereunder.

"Law" means with respect to the subject matter of this Agreement, any applicable federal or Illinois law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, or ISO tariff, rule of any commission or agency having jurisdiction.

"Party" means Customer or Supplier, as applicable.

"Parties" means Customer and Supplier.

"PJM" means the PJM Interconnection, LLC or other entity approved by the Federal Energy Regulatory Commission or a successor regulatory body that provides transmission service within ComEd's service territory.

"Notice Period" shall have the meaning set forth in this Agreement.

"Payment Date" shall have the meaning set forth in this Agreement.

"Start Date" means the first meter read that occurs on or after \_\_\_\_\_, 2026 for which ComEd confirms enrollment.

"Supplier Fixed Price" means the price for each kilowatt hour of electricity purchased pursuant to this Agreement. The Supplier Fixed Price includes any and all energy costs, Ancillary Service Charges and other ISO costs, Line Loss costs, transmission costs, Supplier's credit costs, margin, Renewable Portfolio Standards Costs; these costs shall not be a pass through to Customer and are not separate variable costs.

"Taxes" means any tax levied against Supplier by any governmental entity, exclusive of Supplier's income tax or taxes levied on Supplier's real or personal property.

"Tradable Renewable Energy Certificates" means certificates evidencing the purchase of the renewable attributes associated with the generation of renewable electric energy

that meet or exceed the requirements of the GreenE Renewable Energy Certification Program administered by the Center for Resource Solutions.

“TRC Charges” means of the number of kilowatt-hours equal to \_\_\_ percent of the total number of kilowatt-hour that Customer purchases from Supplier hereunder during the applicable billing period, multiplied by Supplier’s price for Tradable Renewable Energy Certificates, which price is set out in Attachment B.

## **B. ELECTRICITY SUPPLY.**

**1. Full Requirements Purchase.** During the term of this Agreement, Supplier will supply and Customer will purchase Customer's full requirements for electricity for the Accounts listed in Attachment A, at the Supplier Fixed Price or Alternative Price set in Attachment B, plus applicable ComEd Charges, which will be passed through to Customer without margin or mark-up.

**2. Tradable Renewable Energy Certificates.** Supplier also will purchase on Customer’s behalf Tradable Renewable Certificates, in a quantity equal to 100 percent (100%) of the electric energy supplied to Customer under this Agreement each month during the term of this Agreement at the price for Tradable Renewable Energy Certificates set out in Exhibit A.

**3. Delivery of Electricity.** Supplier shall deliver electricity to Customer at the Delivery Point, and upon delivery, risk of loss and title shall transfer to Customer.

**4. Variance in Customer’s Consumption of Electricity.** Customer shall use reasonable efforts to notify Supplier of any expected material change in the volume or pattern of Customer’s consumption of electricity at least thirty (30) days in advance of any such material change.

**C. REQUIRED INFORMATION AND AUTHORIZATIONS.** Customer shall designate Supplier to ComEd as an authorized recipient of Customer’s current and historical energy billing and usage data. Customer hereby authorizes Supplier to take such actions it deems necessary to enroll the Account(s) with ComEd as Accounts to be served by Supplier and otherwise to meet its obligations under this Agreement. Customer shall take any actions and execute any documents as Supplier shall reasonably request in this regard. Customer shall also provide to Supplier the following information: Customer’s ComEd account numbers and meter numbers, meter read data, rate class, electric usage, Customer’s formal legal name, addresses, telephone number, facsimile number, and other information reasonably requested by Supplier from time to

time, including without limitation, facility descriptions, operation information, and other information concerning the Accounts. Customer shall promptly notify Supplier in writing of any changes in any information provided concerning the Accounts, including without limitation (i) any change to the name associated with any of the Accounts; and (ii) any change in the Account Number associated with any of the Accounts.

#### **D. PRICE, BILLING AND PAYMENT.**

**1. Price.** Customer shall pay Supplier for each kilowatt-hour of electric energy delivered to Customer, at the price noted in Exhibit A plus the price for RECs noted in Exhibit A. Buyer shall also pay Supplier any additional amounts shown on each invoice for ComEd Charges.

**2. Billing and Payment.** Supplier shall, on a monthly basis, provide Customer with a single consolidated bill for all services provided under this Agreement to all of the Accounts for the immediately preceding billing period during the term of this Agreement and during any Holdover Term. Supplier will issue an invoice to Customer no later than ten (10) business days after the close of each monthly billing period. Customer shall make payments to the address specified in Attachment B or to such other address for payment specified in a notice to Customer from Supplier from time to time during the Term of this Agreement. Payment shall be made, and any late payments shall bear interest, pursuant to the provisions of the Illinois Local Government Prompt Payment Act [50 ILCS 505/1 et. seq.]. Supplier reserves the right to adjust its billing cycle from time to time, but no more frequently than once in any twelve-month period. Customer acknowledges that Supplier's ability to calculate the amount due from Customer is dependent on Supplier's receipt of certain information from ComEd or PJM. If Supplier does not receive such information in time to prepare Customer's invoice, Supplier shall have the right to invoice Customer based on estimated meter readings or other estimated information.

**3. Billing Disputes.** Customer will be deemed to have waived any billing disputes unless presented to Supplier in writing within twenty-four (24) months of the date on which Customer receives Supplier's invoice. All other claims Customer may have related in any way to this Agreement or the products and services provided hereunder will be deemed waived if Customer fails to notify Supplier of such claims within twenty-four (24) months after termination or expiration of this Agreement. Supplier may adjust invoices for up to 24 months after the date such invoice was rendered.

**4. ComEd Charges.** To the extent that charges included on an invoice are for amounts payable to ComEd, Customer shall make such payments pursuant to the provisions of the Illinois Local Government Prompt Payment Act [50ILCS505/1 et seq.].

Customer shall have full responsibility for payment of any existing amounts owed to ComEd for service provided before the Start Date. To the extent that Customer fails to timely remit payment to Supplier, Supplier shall have the right to delay Supplier's payments that are due and owing to ComEd until Supplier receives payment from Customer. Customer acknowledges that its failure to timely remit payment to Supplier of amounts due and owing to ComEd may result in ComEd requesting that Customer provide a deposit and/or ComEd's suspension of service to Customer. If Supplier fails to remit timely payment of amounts due and owing to ComEd, other than due to Customer's failure to timely remit payment to Seller, then Supplier will indemnify and hold Customer harmless from all costs and losses associated with such failure.

**E. TERM.** The term of this Agreement will commence upon execution of the Agreement by both Parties and, unless terminated earlier as otherwise provided in this Agreement, will continue thereafter for \_\_\_\_\_ months from the Start Date on which Supplier begins service to the last of the Accounts or, if Supplier continues to supply electricity to Customer during a Holdover Term, until terminated by either Party upon thirty (30) days written notice to the other. With respect to each of the Accounts, the term of this Agreement shall commence on the "Start Date(s)" and end on the "End Date(s)", unless extended by the mutual written agreement of the Parties or as otherwise provided in this Agreement. Supplier will use commercially reasonable efforts to begin service to the Accounts on the Start Date(s), but if Supplier is unable to enroll one or more of the Accounts by such date as a result of circumstances beyond Supplier's control (including Customer's failure to notify ComEd that it has selected Supplier as its supplier or any acts or omissions of ComEd), the Start Date(s) will occur on the next regularly scheduled ComEd meter read date in the month and year following successful enrollment of such Account(s). In such event, Supplier, in its discretion, will have the right, but not the obligation, upon written notice to Customer to extend the End Date to reflect the delay in the start of Supplier's supplying electricity to Customer. Any notice period in this Agreement to the contrary notwithstanding, if Customer terminates the Agreement in accordance with its terms, such termination shall become effective at the later of the applicable termination date or the next regularly scheduled meter read cycle date at which Supplier is able to return Customer to being served by ComEd or any alternative supplier elected by Customer. Nothing in this Agreement shall be deemed to require or otherwise obligate Supplier to offer to extend the term of this Agreement.

**F. CREDIT WORTHINESS.** From time to time each Party will provide the other Party with reasonable information as requested to complete a credit review. If at any time a Party experiences any material adverse change in its financial condition which, in the reasonable opinion of the other Party, will materially adversely affect the first Party's

ability to perform its obligations under this Agreement, or if Customer has made two (2) or more late payments, the other Party will have the right to require that the Party experiencing the material adverse change in its financial condition, or Customer if Customer has made two (2) or more late payments, post security or make other credit arrangements satisfactory to the Party in its reasonable discretion (which may include without limitation, making a cash deposit, posting a letter of credit at a financially sound bank or other financial institution guaranty, or prepaying Supplier for electricity supplied under this Agreement) or to increase or supplement security or other credit arrangements previously put in place, in any such circumstance to ensure prompt payment by each Party of amounts owed or otherwise payable under this Agreement. Each Party will provide the requested security or credit arrangements, including any increase thereof, within five (5) business days of the other Party's request.

## **G. DEFAULT.**

1. Events of Default. An "Event of Default" means any one of the following: (i) Customer's failure to make, when due, any payment required under this Agreement if not paid within ten (10) business days after Customer's receipt of notice from Supplier that payment was not made when due; or (ii) any representation or warranty in this Agreement made by a Party proves to have been false or misleading in any material respect when made or ceases to remain true in all material respects during the term of this Agreement, if not cured within five (5) business days after written notice from the other Party; or (iii) Pursuant to Section F of this Agreement, either Party fails to provide additional security or credit arrangements as provided in this Agreement; (iv) Supplier fails to take all steps necessary to ensure delivery of electricity to Customer, including without limitation failure to make when due any payment required in connection with the purchase by Supplier of electricity to be delivered to Customer; (v) except to the extent excused by Force Majeure, the failure by a Party to perform any material obligation set forth in this Agreement where, in circumstances such failure is curable, it is not cured within twenty (20) business days after receipt of written notice thereof; or (vi) a Party: (a) makes an assignment or any general arrangement for the benefit of creditors; (b) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed for it or any substantial portion of its property or assets (c) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or has such petition filed against it and such petition is not withdrawn or dismissed for twenty (20) business days after such filing; (d) otherwise becomes bankrupt or insolvent (however evidenced); or (e) is unable to pay its debts as they fall due.

2. Remedies upon Default. If an Event of Default occurs with respect to a Party (the "Defaulting Party"), the other Party (the "Non-Defaulting Party") may, in its discretion, at any time, terminate this Agreement in whole upon written notice to the

Defaulting Party setting forth the effective date of termination (the “Early Termination Date”). If this Agreement is terminated, in whole or in part, pursuant to this Section, the Non-Defaulting Party will in good faith calculate a termination payment as set forth below, and the Defaulting Party shall pay such amount following receipt of notice of such amount as provided herein. The Parties acknowledge and agree that any termination payment under this Agreement constitutes a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect.

a.If Customer terminates this Agreement due to the default of Supplier, Supplier will pay Customer the following early termination payment: [Market Value plus Costs] minus Contract Value, only if the Market Value plus Costs is greater than the Contract Value.

b.If Supplier terminates this Agreement due to the default of Customer, Customer will pay Supplier the following early termination payment: [Contract Value plus Costs] minus Market Value, only if the Contract Value plus Costs is greater than the Market Value.

c.For purposes of this Section, “Market Value” means the amount, as reasonably determined by the Non-Defaulting Party as of the Early Termination Date that a bona fide third party would pay for the Remaining Anticipated Usage at current market prices. In determining “Market Value”, the Non-Defaulting Party may consider, among other things, quotations from leading suppliers in the wholesale energy industry, the Non-Defaulting Party’s internally developed forward price valuations, and other bona fide offers from either third parties or Affiliates of the Non-Defaulting Party, all as commercially available to the Non-Defaulting Party and adjusted for the length of the remaining Term and differences in transmissions costs, volume, and other factors, as the Non-Defaulting Party reasonably determines. “Costs” mean brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred by, or on behalf of, the Non-Defaulting Party in terminating, liquidating, or obtaining any arrangement pursuant to which it has hedged its obligations, and attorneys' fees, expenses and costs, if any, incurred in connection with enforcing its rights under this Agreement. “Remaining Anticipated Usage” means the amount of electricity (in kWh), as reasonably determined by the Non-Defaulting Party, that would have been used by each Account covered by the termination during the remaining term of this Agreement had it not been terminated early.

**H. CERTAIN RIGHTS AFTER TERMINATION OR EXPIRATION.** After the End Date, service to the Accounts shall continue on a billing cycle-to-billing cycle basis (“Holdover Term”) at a variable market rate reasonably determined by Supplier unless (i) terminated by either Party giving 30 days written notice prior to the End Date, or (ii) Customer and Supplier agree to alternate Pricing as evidenced by a fully executed Amendment to this Agreement. This Agreement will continue to govern the provision of service during any Holdover Term. Either Party may terminate a Holdover Term at any time upon thirty (30) days advance written notice to the other or upon notice delivered

pursuant to such other time period required by Law, whichever is longer. Any such termination shall be effective as of the next meter read cycle date with respect to each Account. If Supplier so requests, Customer will cooperate with Supplier in its efforts to cease providing service to Customer after termination or expiration of this Agreement, whether in whole or in part.

**I. CHANGE IN LAW.** If a new Law is enacted or an existing Law amended during the Term, (including without limitation Laws or amendments to Laws that establish new, or otherwise modify existing, alternative resource adequacy requirements or renewable portfolio standards or that impose new Taxes or change the rate of existing Taxes), in either circumstance affecting approved rates, tariffs, Taxes, charges, fees, assessments, or other costs relating to the licensing, marketing, supply, generation, transmission or distribution of electric power and/or energy that adversely affects the anticipated economic return to Supplier under this Agreement, Supplier shall have the right to adjust upward the amounts payable by Customer under this Agreement to take account of such adverse economic consequences (a "Change of Law Adjustment"). Any such Change of Law Adjustment will be included in subsequent invoices to Customer. Supplier shall notify Customer as soon as reasonably possible of any Change of Law Adjustment and the cost associated therewith, together with a detailed explanation of the basis for such Change of Law Adjustment.

**J. REPRESENTATIONS AND WARRANTIES.** Each Party warrants and represents to the other the following: (i) it is duly organized, validly operating and in good standing under the laws of the jurisdiction of its formation; (ii) it is authorized and qualified to do business in the jurisdictions necessary to perform under this Agreement; (iii) the execution, delivery and performance of this Agreement are duly authorized and do not violate any governing documents or any contracts to which it is a party or any laws, rules or regulations applicable to it, including without limitation laws or regulations concerning Seller's authorization to supply electricity at retail in the State of Illinois; and (iv) there is no material event(s) or other agreement(s) which would impair that Party's right, authority or ability to execute this Agreement and otherwise consummate the transactions contemplated by this Agreement.

**K. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF CUSTOMER.** Customer warrants, represents and covenants that: (i) the data given and representations made concerning its Accounts are true and correct to Customer's reasonable knowledge; and (ii) Customer is the party of record on the Accounts.

**L. FORCE MAJEURE.** A Party's failure to perform its obligations, other than the obligation to make payments when due hereunder for electricity supplied to Customer

by Supplier, as the result of an event of Force Majeure will be excused the duration of the event of Force Majeure, provided that: (i) to the extent reasonably possible, the Affected Party gives the other Party prompt written notice describing the particulars of the Force Majeure, including but not limited to, the nature and date of the occurrence and the expected duration of the Force Majeure; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and (iii) the Affected Party uses commercially reasonable efforts to remedy its inability to perform. If the event of Force Majeure continues for more than thirty (30) days, then the Party whose performance is not prevented by the event of Force Majeure will have the right to terminate this Agreement by written notice to the Affected Party delivered no less than fifteen (15) days before the termination date.

## **M. INDEMNIFICATION**

1. Supplier shall defend, indemnify and hold harmless the Customer 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 Supplier or Supplier's subcontractors, employees, or agents during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided.
2. 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 Supplier 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.
3. At the City of Evanston Corporation Counsel's option, Supplier 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 Supplier of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by Supplier 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 Customer. To the extent permissible by law, Supplier 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 Supplier 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 Customer, 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.

4. All provisions of this Section shall survive completion, expiration, or termination of this Agreement.

**N. INSURANCE.** Supplier shall carry and maintain at its own cost and expense with such companies as are reasonably acceptable to Customer 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 Supplier, and insuring Supplier and Customer against claims which may arise out of or result from Supplier's performance or failure to perform the services under this Agreement. The Supplier 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 Million combined single limit for each occurrence for bodily injury and property damage designating Customer as an additional insured.
- Workers Compensation – Statutory limits
- Automobile Liability - \$1 Million per occurrence for all claims arising out of bodily injuries or death and property damage.
- Errors and omissions or professional liability insurance - \$1 Million

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 Customer. Supplier'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 first class mail) to Customer.

**O. DELIVERY SERVICE.** Customer acknowledges and agrees that ComEd is responsible for the electricity delivery system and interruptions in the delivery of electric service and that Supplier exercises no independent control over ComEd's facilities necessary for the delivery of electricity. Customer disclaims any and all right to damages from Supplier arising from any interruption in electric service caused in whole or in part by interruption, termination or deterioration of service on the ComEd's system unless such interruption results from Supplier's failure to make payments to ComEd after receiving payment from Customer. Customer will be responsible for paying to Supplier, and Supplier will be responsible for paying to ComEd, all distribution charges payable to ComEd in connection with the delivery of electric service provided pursuant to this Agreement.

**P. SETOFF/NETTING.** Supplier shall have the right to set-off and net against any

amounts owed to it by Customer under this Agreement, including without limitation any early termination payment, any of the following amounts: (i) monies owed to Customer under this Agreement or under any other agreement between Supplier or any of Supplier's Affiliates, on the one hand, and Customer or any of Customer's Affiliates and (ii) any collateral or other financial assurance provided by Customer to Supplier under this Agreement.

**Q. WAIVER AND SEVERABILITY.** Failure to provide notice of, or object to, any default under this Agreement will not operate or be construed as a waiver of any future default, whether like or different in character.

**R. ASSIGNMENT.** Supplier may assign, sell, pledge, transfer, or encumber any of its rights and obligations under this Agreement or the accounts, revenues, or proceeds hereof to: (i) a bank, insurer, or other financial institution; or (ii) an Affiliate or any person or entity (a) succeeding to all or substantially all of Supplier's assets or business or (b) into which Supplier is merged or otherwise combined or reorganized; provided (with respect to this clause), provided that (i) it gives Customer sixty (60) days written notice of its intent to do so; (ii) the assignee satisfies in full Customer's credit requirements; and (iii) the assignee assumes in writing all of Supplier's obligations under this Agreement. Customer may assign any or all of its rights and obligations under this Agreement in their entirety or solely with respect to certain Accounts; provided (i) it gives Supplier sixty (60) days written notice of its intent to do so; (ii) the assignee satisfies in full Supplier's credit requirements; and (iii) the assignee assumes in writing all of Customer's obligations under this Agreement.

**S. CONFIDENTIALITY.** Customer agrees to keep all terms and provisions of this Agreement, including the pricing offered to Customer, confidential and not to disclose them to any third parties without the prior written consent of Supplier, except (i) as required by law, including, but not limited to, the Illinois Freedom of Information Act and the Illinois Open Meetings Act, or (ii) otherwise in accordance with Customer's normal practice in providing copies of agreements to which Customer is a party upon request. Supplier will keep confidential all Customer identifying information and Account information that is not otherwise publicly available. Each Party shall have the right to disclose such information to its Affiliates and to its or to its Affiliates' employees, agents, advisors, and independent contractors who have a need to know such information and who agree to hold such information in the strictest confidence. Supplier shall also have the right to disclose information respecting Customer, including this Agreement, to brokers, agents, consultants or other third parties that are representing Customer in the purchase of electricity. Furthermore, Supplier may make such other disclosures to third parties of information, including aggregate consumption data, provided the form of the

information is such that Customer's identity cannot reasonably be identified.

**T. CHOICE OF LAW; VENUE.** This Agreement will be interpreted in accordance with the laws of the State of Illinois without giving effect to principles of conflicts of law. Any controversy or claim arising from or relating to this Agreement will be settled in accordance with the express terms of this Agreement by a court located in Cook County, Illinois, and each Party hereto waives any right to object to venue in this regard. Each party hereby irrevocably and unconditionally waives any right such party may have to a trial by jury or to initiate or become a party to any class action claims in respect of any action, suit or proceeding directly or indirectly arising out of or relating to this agreement or the transactions contemplated by this Agreement.

**U. NO THIRD PARTY BENEFICIARIES.** This Agreement is for the sole and exclusive benefit of the Parties hereto, and no third party will have any rights under this Agreement whatsoever.

**V. NOTICES.** To be effective, all notices must be in writing delivered by certified mail, return receipt requested, or by private courier, with a receipt provided, to the Parties at the following addresses:

**To Supplier: [TO BE INSERTED BY SUPPLIER]**

To Customer:            Cara Pratt, Sustainability and Resilience Manager  
                                  City of Evanston  
                                  Morton City Hall  
                                  909 Davis Street  
                                  Evanston, Illinois 60201

                                  with a copy to:  
                                  Alexandra Ruggie, Corporation Counsel  
                                  Morton City Hall  
                                  909 Davis Street  
                                  Evanston, Illinois 60201

A Party may change its address by providing notice of such change in accordance herewith. Notices shall be deemed to have been delivered upon actual delivery as evidenced by the receipt provided by the U.S. Postal Service or private courier.

**W. ENTIRE AGREEMENT; SURVIVAL OF TERMS.** This Agreement, including Attachments, which are hereby incorporated herein and made a part hereof,

comprises the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings and any transaction confirmations or similar Supplier form documents, whether written or oral, regarding such subject matter, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile copy of either Party's signature will be considered an original for all purposes under this Agreement, and each Party will provide its original signature upon request. This Agreement may not be amended except by a written amendment executed by both Parties. The applicable provisions of this Agreement will continue in effect after termination or expiration hereof to the extent necessary, including but not limited to providing for final billing, billing adjustments and payments, limitations of liability, the forum and manner of dispute resolution, and with respect to any indemnification obligations under this Agreement. The section headings used in this Agreement are for reference purposes only and will in no way affect the meaning of the provisions of this Agreement.

**X. RELATIONSHIP OF THE PARTIES.** Supplier is an independent contractor under this Agreement. Except as otherwise explicitly provided in this Agreement, neither Party has the authority to execute documents that purport to bind the other, and nothing in this Agreement will be construed to constitute a joint venture, fiduciary relationship, partnership or other joint undertaking.

**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 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 – Authorization for Energy Pricing/Procurement

Date: November 20th, 2025

Client: City of Evanston

### AUTHORIZATION FOR ENERGY PRICING/PROCUREMENT

Client hereby authorizes:

<u>CP</u> (Initial)	Any Alternative Retail Electric Supplier licensed by the Illinois Commerce Commission on the date noted above to request and receive the City's most recent electricity account data from the relevant Local Distribution Company and to use this information to process credit and energy pricing for client.
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The above authorization is in place for six weeks following the date of signature. This authorization in no way authorizes any party to sign any other forms or contracts on the City's behalf. The undersigned certifies that they are an authorized representative of the City of Evanston to act on any and all matters pertaining to energy procurement for the City, including access to current energy supply agreements and invoices.

Signed: 

Date: November 20th, 2025

Name: Cara Pratt

Title: Chief Sustainability & Resilience Officer

**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](https://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