

CITY OF EVANSTON
REQUEST FOR PROPOSAL

NUMBER: 26-40

For

**Community Solar Subscription for Municipal Electricity Accounts
August 13, 2026**



PROPOSAL DEADLINE: **2:00 P.M., Thursday, September 24, 2026**

PRE-PROPOSAL MEETING: **Mandatory**
10:00 a.m., Wednesday, August 26, 2026
Virtual

Google Meet joining info

Video call link: <https://meet.google.com/ebd-aqdn-gfq>

Or dial: (US) +1 252-777-0619 PIN: 465 160 747#

ELECTRONIC BID SUBMITTAL:

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

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

TABLE OF CONTENTS

Notice to Proposers	03
1.0 Introduction	04
2.0 Scope of Services	04
3.0 Insurance	05
4.0 Submittal Requirements (Please see Attachments)	06
5.0 Additional Submittal Requirements	07
6.0 M/W/D/EBE Goals	08
7.0 Evaluation Criteria	08
8.0 Selection Process	09
9.0 Proposed Schedule	09
10.0 Questions Regarding RFP	10
11.0 General Terms and Conditions	10
Price/Costs Form	16
RETURN ALL EXHIBITS WITH RFP	
Exhibit A – Disclosure of Ownership Interests	17
Exhibit B – Additional Information Sheet	20
Exhibit C – Conflict of Interest Form	21
Exhibit D – Acknowledgment of Understanding	22
Exhibit E – Anti-Collusion Affidavit and Proposer’s Certification	23
Exhibit F – City of Evanston M/W/D/EBE Policy	24
Exhibit G – M/W/D/EBE Participation Compliance Form	25
Exhibit G – M/W/D/EBE Utilization Summary Report	26
Exhibit H – M/W/D/EBE Participation Waiver Request	27
Exhibit I – M/WD//EBE Assistance Organizations	28
Exhibit J - Community Solar Bill Credit Purchase Agreement	29
 <u>ADDITIONAL DOCUMENTS</u>	
DemandStar- E-bidding Instructions	2

CITY OF EVANSTON

NOTICE TO PROPOSERS

The City's Purchasing Office will receive proposals until 2:00 P.M. local time on **Thursday September 24, 2026**. Responses will only be accepted electronically via E-bidding through DemandStar (www.demandstar.com). Although registration is required, vendors can download solicitations and upload responses for free. Proposals shall cover the following:

Community Solar Subscription for Municipal Electricity Accounts
RFP Number: 26-40

The City of Evanston's Sustainability & Resilience Division is seeking proposals from experienced firms for a community solar subscription for Evanston's largest municipal electricity accounts.

There will be a mandatory pre-proposal meeting Wednesday, August 26, 2026, at 10:00 a.m. Virtual Google Meet joining info Video call link: <https://meet.google.com/ebd-aqdn-gfq>
Or dial: (US) +1 252-777-0619 PIN: 465 160 747#

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.php or DemandStar at: www.demandstar.com.

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

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

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

Cheryl Stuart
Purchasing Specialist

CITY OF EVANSTON
Request for Proposal

1.0 INTRODUCTION

The City is seeking proposals for a community solar subscription for Evanston's largest municipal electricity accounts.

Contact with City personnel in connection with this RFP shall not be made other than as specified in this RFP. Unauthorized contact of any City personnel may be cause for rejection of a proposal.

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

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

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

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

2.0 SCOPE OF SERVICES

The City is seeking to enroll the following accounts in a community solar subscription to realize electricity cost savings and contribute to the community's renewable electricity goals. Proposers are advised to provide responses to the questions included in Section 5.0 Additional Submission requirements.

A sample electricity bill and annual electricity spend will be provided to pre-proposal meeting attendees so that proposers can estimate cost savings. Proposers are advised to request any other information, such as meter number, electric choice ID, or other information during the pre-proposal meeting.

Location	Address	Annual Usage kWh
Water Treatment Plant	531 Lincoln St. Evanston, IL 60201	14,033,397
Robert Crown Community Center	1801 Main St. Evanston, IL 60202	3,843,254
Maple Avenue Garage	1800 Maple Ave. Evanston, IL 60201	2,050,519
Civic Center	2100 Ridge Ave. Evanston, IL 60201	2,004,927

Service Center	2020 Asbury Ave. Evanston, IL 60201	1,148,849
Sherman Plaza Self-Park	821 Davis St. Evanston, IL 60201	1,134,814
Police/Fire Headquarters	1454 Elmwood Ave. Evanston, IL 60201	1,051,871
Main Library	1703 Orrington Ave. Evanston, IL 60201	869,228
Levy Senior Center	300 Dodge Ave. Evanston, IL 60202	583,720
Fleetwood Jourdain Community Center	1655 Foster St. Evanston, IL 60201	386,682
Church Street Self-Park	525 Church St. Evanston, IL 60201	315,685
Noyes Cultural Arts Center	927 Noyes St. Evanston, IL 60201	177,281
Fire Station #5	2830 Central St. Evanston, IL 60201	168,696
Fire Station #3	1105 Central St. Evanston, IL 60201	168,686
Fire Station #2	702 Madison St. Evanston, IL 60202	153,927
Fire Station #1	1332 Emerson St. Evanston, IL 60201	131,633
Chandler Newberger Community Center	1028 Central St. Evanston, IL 60201	114,810

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 the 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 the 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 ensure 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 the 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 including the following:

- Term length
- Credits delivered
- Credit purchase price
- Discount %
- Annual savings

- Cumulative savings
 - Total eligible spend
 - Target spend
 - kWh produced annually
 - Expected credit rate
 - Bill credit value
- (see page 16).

E. Contract

Please provide your standard Community Solar Bill Credit Purchase Agreement.

5.0 ADDITIONAL SUBMISSION REQUIREMENTS

Savings Calculation

- a. What portion of the City's electricity bill is eligible for community solar credits: the full bill, energy charges only, or some other subset? What dollar amount does that represent based on the City's actual annual spend?
- b. Provide a year-by-year savings projection for the full contract term under two scenarios: (a) flat/zero utility rate escalation, and (b) your assumed escalation rate, clearly stated.
- c. Is the discount guaranteed for the full contract term? Under what circumstances, if any, can the discount rate or credit calculation method change?
- d. What is the minimum guaranteed annual credit delivery in dollars? If actual generation falls short of projections, what is the City's recourse?

Project Readiness and Delivery Risk

- e. What is the current development status of each project? What is the risk to the City's subscription if a project is delayed or canceled?
- f. Is the City's subscription allocation reserved exclusively for the named project or projects, or can it be reassigned to a different project in your portfolio without City consent?

Contract Terms and City Exposure

- g. What are the early termination provisions? What penalties, fees, or obligations would the City face if it needed to exit the agreement before the end of the contract term?
- h. Is the City obligated to take a minimum kWh quantity or pay a minimum dollar amount regardless of actual generation? Are there any take-or-pay provisions in the proposed agreement?
- i. With respect to surplus and deficit production, how do you treat excess or shortfall volume across time? Does the City receive additional credit when there is excess production? How would the City protect itself against production shortfalls in later years, particularly against a backdrop of rising rates?
- j. Who owns the risk of production degradation over time, the developer or the City?
- k. Would the City be able to make a renewable energy claim relative to this energy, or will the Renewable Energy Credits (RECs) be sold off? If RECs

are retained by the developer, would the City have the option to purchase them?

- l. Please provide a sample bill showing how the credits appear and how savings would be calculated in practice.
- m. What if the City installed its own onsite solar at a building subscribed to community solar? Would that impact the savings? If so, under what conditions would the savings not be impacted?
- n. The City has enrolled municipal electricity accounts with an Alternative Electricity Retail Supplier (ARES) MC Squared to lower electricity prices and acquire RECs. MC Squared has confirmed that a community solar subscription would have no effect on their contract. Please also confirm that a community solar contract would have no effect on the City's existing ARES contract, or explain how the two contracts/bills would interact.
- o. The City prefers consolidated billing. Please explain your approach to billing, and any options the City could pursue to reduce the number of bills processed.

Track Record and Continuity

- p. How many Illinois community solar projects do you currently have in operation, not under development, and what is your track record of delivering credits on time and as projected to commercial or municipal subscribers?
- q. What happens to the City's subscription and ongoing credits if you sell the project, are acquired, or cease operations? Are your contractual obligations binding on successors?

6.0 M/W/D/EBE GOALS

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

7.0 EVALUATION CRITERIA

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

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

- A. Qualifications and Expertise
- B. Price
- C. Organization and Completeness of Proposal
- D. Billing Approach
- 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 a 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 an 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 | <u>August 13, 2026</u> |
| 2. Mandatory Pre-Proposal Conference | <u>August 26, 2026</u> |
| 3. Last Day to submit questions | <u>September 4, 2026</u> |

4. Final Addendum Issued	<u>September 11, 2026</u>
5. RFP Submission Due Date	<u>September 24, 2026</u>
6. City Council Award of Contract	<u>October 12, 2026</u>
7. Contract Effective	<u>January 1, 2027</u>

10.0 QUESTIONS REGARDING RFP

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

11.0 GENERAL TERMS AND CONDITIONS

A. Confidentiality

In connection with this Agreement, City may provide 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 from 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 that 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 a written addendum to all respondents. Each respondent should acknowledge receipt of any addenda by indicating the 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](http://www.cityofevanston.org/Notices/Documents) or www.demandstar.com, or by contacting the Purchasing Office, 847-866-2935.

F. Term

The contract is for the term proposed by the respondent. 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 the 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 any way 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 of 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 Form

Provide a copy of your fees/prices in a table including the following:

- Term length
- Credits delivered
- Credit purchase price
- Discount %
- Annual savings
- Cumulative savings
- Total eligible spend
- Target spend
- kWh produced annually
- Expected credit rate
- Bill credit value

Exhibit A

DISCLOSURE OF OWNERSHIP INTERESTS

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

APPLICANT NAME: _____

APPLICANT ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

APPLICANT is (**Check One**)

☐ Corporation

☐ Partnership

☐ Sole Owner

☐ Association

Other ☐ _____

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

SECTION I - CORPORATION

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

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

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

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

SECTION 2 - PARTNERSHIP/ASSOCIATION/JOINT VENTURE

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

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

SECTION 3 - TRUSTS

- 3a. Trust number and institution.

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

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

SECTION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE

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

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

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

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

Date

Signature of Person Preparing Statement

Title

ATTEST: _____
Notary Public
(Notary Seal)

Commission Expires: _____

EXHIBIT B

ADDITIONAL INFORMATION SHEET

Proposal Name: _____

Proposal Number #: _____

Company Name: _____

Contact Name: _____

Address: _____

City, State, Zip: _____

Telephone/FAX: # _____

E-mail: _____

Comments: _____

Exhibit C

CONFLICT OF INTEREST FORM

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

Proposer further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges that if the 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, bid rotating, or any similar offense (720 ILCS S/33E-3, 33E-4).

**Authorized
Signature:**

**Company
Name:**

**Typed/Printed
Name:**

Date:

Title:

**Telephone
Number:**

Email:

**Fax
Number:**

Exhibit E

ANTI-COLLUSION AFFIDAVIT AND PROPOSER'S CERTIFICATION

_____, being first duly sworn,

deposes and says that he is _____
(Partner, Officer, Owner, Etc.)

of _____
(Proposer)

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

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

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

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

Subscribed and Sworn to this _____ day of _____, 20

Notary Public

Commission Expires: _____

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

EXHIBIT F

CITY OF EVANSTON M/W/D/EBE POLICY

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

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

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

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

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

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

2. Attach a business license if applying as an EBE

EXHIBIT G

M/W/D/EBE UTILIZATION SUMMARY REPORT

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

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

Exhibit H

M/W/D/EBE PARTICIPATION WAIVER REQUEST

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

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

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

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

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

Signature: _____
(Signature)

Date: _____

EXHIBIT I

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

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

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

Exhibit J.

Please provide your standard Community Solar Bill Credit Purchase Agreement.

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

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

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

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

REGISTER

Go to
demandstar.com/registration

Get started for free!

Company Name

Email Address

This will be your username for logging in to OpenBids

Create your OpenBids account

Sign In

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

STEP 1

CHOOSE YOUR FREE AGENCY

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

1 of 4: Choose your free agency

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

Search by Agency Name

State

County

[Reset Search](#)

☐ York County Purchasing

STEP 2

CHOOSE COMMODITY CODES

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

2 of 4: Refine Bid Notifications

What are commodity codes?

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

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

Example: Infrastructure, Automobiles, Dairy, Agriculture

Search

Go Back

[Skip Commodity Codes and Tags](#)

Continue

STEP 3

CHOOSE MORE NOTIFICATIONS

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

3 of 4: Choose Subscriptions

Now that you’ve chosen [Rock County](#) as your free agency, add more counties to grow your network of potential clients.

County subscriptions start at \$25 per year.

Please select a state to begin

State

Wisconsin

Choose your counties in Wisconsin

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

+ Subscribe to Wisconsin for \$450 / year

Search for Counties

Search for Counties

Rock County Subscription

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

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

Wisconsin Subscription

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

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

National Subscription

Choose a national subscription and get notifications from 2884 agencies.

STEP 4

COMPLETE YOUR PROFILE

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

You’re done!

4 of 4: Complete your profile

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

Your contact information

First Name

Last Name

Phone Number

Your company Information

Company Phone Number