CITY OF EVANSTON
REQUEST FOR PROPOSAL
NUMBER: RFP 20-43
for
Indicative Pricing for Electric Energy Supply
September 10, 2020

PROPOSAL DEADLINE: 2:00 P.M., October 8, 2020

VIRTUAL NON-MANDATORY PRE-PROPOSAL MEETING:
2:00 P.M., Thursday, September 17, 2020
Google Meet ID: meet.google.com/adf-unjq-wdk
Phone Numbers:
(US) +1 617-675-4444
PIN: 339 850 511 44063

ELECTRONIC BID SUBMITTAL:
Bid responses will only be accepted electronically via E-bidding through DemandStar (WWW.DEMANDSTAR.COM) prior to the above due date/time.
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**ATTACHMENTS**
DemandStar- E-bidding Instructions
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DemandStar- FAQ
CITY OF EVANSTON

NOTICE TO PROPOSERS

Proposals will be received by the Purchasing Office until 2:00 P.M. local time on October 8, 2020. Effective immediately, the City of Evanston will no longer accept hard copy paper submittals for any solicitation. 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:

**Indicative Pricing for Electric Energy Supply**

RFP Number: 20-43

The City of Evanston is seeking proposals from experienced firms for: Electric Energy Supply.

There will be a non-mandatory pre-proposal meeting held virtually via Google Meet at 2:00 P.M. Central Time on Thursday, September 17, 2020. Attendee access to the pre-proposal meeting is via the following link: meet.google.com/afu-unjq-wdk or by phone at 1-617-675-4444 PIN: 339 850 511 4406#. All firms intending to submit a proposal for this project are encouraged to attend to discuss the proposed work and receive answers to questions related to the project.

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

The City (the City of Evanston) in accordance with the laws of the State of Illinois, hereby notifies all firms that it will affirmatively ensure that the contract(s) entered into pursuant to this notice will be awarded to the successful firm without discrimination on the grounds of race, color, religion, sex, age, sexual orientation marital status, disability, familial status or national origin. The 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.

Jillian Ostman
Purchasing Specialist
1.0 INTRODUCTION
The City of Evanston, Illinois (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 the bulk of its electricity supply from an energy supplier, while some supply for street, traffic, and parking lot lighting is sourced through Commonwealth Edison Company (ComEd).

The City seeks to contract with a single Alternative Retail Electric Supplier (ARES) to supply full requirement electric service to its electrical accounts listed in Table 1 of this RFP 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 supplier selected by the City will provide a single monthly bill for each account as well as a consolidated billing statement. Additionally, any supplier 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 13 to 37 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 consultants, such as The Power Bureau, LLC, or The Power Bureau LLC’s personnel in connection with this RFP shall not be made other than as specified in this RFP. Unauthorized contact as proscribed herein may be cause for rejection of a proposal.

Prior to the submittal of a proposal, Proposers are advised to carefully examine (and consult with an attorney if necessary):
  ● 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: City of Evanston Account, Small Accounts (Group 1)

<table>
<thead>
<tr>
<th>Ref</th>
<th>Pricing Group</th>
<th>ComEd Account #</th>
<th>Site Name</th>
<th>Street Address</th>
<th>City</th>
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<tbody>
<tr>
<td>1.1</td>
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<td>0018728008</td>
<td>Gross Point Road &amp; Old Orchard Road</td>
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### Table 1: City of Evanston Account, Small Accounts (Group 1) continued

<table>
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<th>Ref #</th>
<th>Pricing Group</th>
<th>ComEd Account #</th>
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### Table 2: City of Evanston Account, Large Accounts (Group 2)

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<td>Library Facility</td>
<td>1703 Orrington</td>
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<td>James Park</td>
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<td>Water South Standpipe</td>
<td>640 Hartley</td>
</tr>
<tr>
<td>2.9</td>
<td>Large</td>
<td>2447621009</td>
<td>Foster Field at Fleetwood</td>
<td>1655 Foster</td>
</tr>
<tr>
<td>2.10</td>
<td>Large</td>
<td>2522497009</td>
<td>Church Street Self Park</td>
<td>525 Church St / Ns Chicago</td>
</tr>
<tr>
<td>2.11</td>
<td>Large</td>
<td>3110672031</td>
<td>Sherman Street Garage</td>
<td>821 Davis</td>
</tr>
<tr>
<td>2.12</td>
<td>Large</td>
<td>4758041015</td>
<td>Levy Center</td>
<td>300 Dodge</td>
</tr>
<tr>
<td>2.13</td>
<td>Large</td>
<td>5892081083</td>
<td></td>
<td>Evanston, IL 60201</td>
</tr>
<tr>
<td>2.14</td>
<td>Large</td>
<td>6327066013</td>
<td>Maple Self Park</td>
<td>1800 Maple</td>
</tr>
</tbody>
</table>

### Table 3: City of Evanston Account, Lighting Accounts (Group 3)

<table>
<thead>
<tr>
<th>Ref #</th>
<th>Pricing Group</th>
<th>ComEd Account Number</th>
<th>Site Name</th>
<th>Service Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Lighting</td>
<td>0431020067</td>
<td>Streetlighting</td>
<td>117 Asbury Ave</td>
</tr>
<tr>
<td>3.2</td>
<td>Lighting</td>
<td>3619015032</td>
<td>0 Poplar WS Pole S LIVI</td>
<td>Evanston, IL 60201</td>
</tr>
<tr>
<td>3.3</td>
<td>Lighting</td>
<td>0068082057</td>
<td>0 Poplar WS Pole S LIVI</td>
<td>Evanston, IL 60201</td>
</tr>
<tr>
<td>3.4</td>
<td>Lighting</td>
<td>0435072085</td>
<td></td>
<td>Evanston, IL 60201</td>
</tr>
<tr>
<td>3.5</td>
<td>Lighting</td>
<td>0745074015</td>
<td>Metered Street Lights</td>
<td>1701 N Sheridan</td>
</tr>
<tr>
<td>3.6</td>
<td>Lighting</td>
<td>0768004048</td>
<td>0 Ridge Ave @ Church</td>
<td>Evanston, IL 60201</td>
</tr>
<tr>
<td>3.7</td>
<td>Lighting</td>
<td>1529166097</td>
<td>Elliott Park</td>
<td>Bike Path/ Lee Street Beach Restrooms</td>
</tr>
<tr>
<td>3.8</td>
<td>Lighting</td>
<td>1539069176</td>
<td>Park Lighting</td>
<td>1600 Foster Park</td>
</tr>
<tr>
<td>3.9</td>
<td>Lighting</td>
<td>5232073045</td>
<td></td>
<td>1817 Foster St</td>
</tr>
<tr>
<td>3.10</td>
<td>Lighting</td>
<td>8403100021</td>
<td></td>
<td>0 Ridge Ave @ Dempster</td>
</tr>
</tbody>
</table>

### 2.2 Pricing Proposals

The City is initially 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 Attachment 1 of 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 Base Pricing Proposals
Pricing based on meeting only the requirement of electric supply to each of the supply groups identified in this RFP.

2.2.1 **Thirteen Month Term**  
Term start month: December 2020; term end: January, 2022 meter read date, earliest meter read start date December 1, 2020.

2.2.1.1 **Twenty-Five Month Term**  
Term start month: December 2020; term end: January, 2023 meter read date, earliest meter read start date December 1, 2020.

2.2.2 **Thirty-Seven Month Term**  
Term start month: December 2020; term end: January, 2024 meter read, earliest meter read start date December 1, 2020.

2.2.2 **Pricing Groups**  
Pricing based on the load characteristics of individual accounts assigned to the following groups.

2.2.2.1 **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 by ComEd

2.2.3 **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 and any RECs 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 included in pages 18 to 21 for each of the pricing groups noted in Section 2.2.2.

2.2.4 **Bid Alternate 1 – Green-e RECs Renewable Energy Option – Illinois or Adjoining State Wind Power**  
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 REC provided through Alternate 1 are in addition to the Illinois Renewable Portfolio Standard. The RECs shall be sourced from wind power assets located in Illinois or a state that is adjacent to Illinois. Appropriate documentation certifying the RECs are from an acceptable source.

2.2.5 **Bid Alternate 2 – 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**

Supplier 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 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 - $3,000,000 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.

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 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 BE 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 MISDIRECTED PACKAGES.
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 pages 18-20).

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
   - Customized Account Identifiers: Identify billing groups by codes; alternative descriptions for accounts name, location and billing address.
   - 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

F. **Contract**
   The City has attached its standard contract in Exhibit K (see pages 34–46 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 as Attachment 3.

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/EBE GOALS
The City has a goal of 25% of the contract amount for the participation and utilization of Minority-Owned, Women-Owned, and Evanston-based businesses (M/W/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/EBEs in completing a portion of the required services. Provide a copy of the certification for M/W/EBEs that will assist in achieving the M/W/EBE goal with your submittal as well as the appropriate M/W/EBE forms or Request for Waiver. Any questions regarding M/W/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. Willingness to Execute the City of Evanston’s Professional Services Agreement
E. M/W/EBE Participation
F. Completion of the Supplier Questionnaire

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 ........................................ September 10, 2020
2. Non-mandatory Pre-Proposal Conference .... September 17, 2020
3. Last Day to submit questions .................. September 24, 2020
4. Final Addendum Issued .......................... October 1, 2020
5. RFP Submission Due Date ...................... October 8, 2020
6. City Council Award of Contract ............... To be determined
7. Contract Effective ............................... December 1, 2020

10.0 QUESTIONS REGARDING RFP
All questions related to this RFP should be submitted in writing to Jillian Ostman, Purchasing Specialist at jostman@cityofevanston.org with a copy to Kumar Jensen, Chief Sustainability and Resilience Officer at kjensen@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 exemptions 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
The contractor agrees to indemnify and hold harmless the City of Evanston and all of its agents, servants, and employees against any and all lawsuits, claims, demands, liabilities, losses, and/or expenses; including court costs and attorneys’ fees on account of injury to any person, or any death resulting from such injury, or any damage to property which may have arisen from work specifically related to the contract and/or project.

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

F. Term
The contract is for a term to be 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 subcontractors.

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. Subcontractors
If any firm submitting a proposal intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting firm(s) must be clearly disclosed in the proposal. Following the award of the contract, no additional subcontracting 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.
## PRICING FORM: ACCOUNT GROUP 1 (SMALL ACCOUNTS)

**INDICATIVE PRICING FOR CITY OF EVANSTON RFP 20-43: Account Group 1 (Small Accounts)**

<table>
<thead>
<tr>
<th>Contract Term</th>
<th>BASE PRICING PROPOSAL</th>
<th>ALTERNATE 1</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Supply ($/kWh)</td>
<td>Losses ($/kWh)</td>
</tr>
<tr>
<td></td>
<td>A</td>
<td>B</td>
</tr>
<tr>
<td>13-Month Fixed</td>
<td>December 2020 to read date in January, 2022</td>
<td>$</td>
</tr>
<tr>
<td>25-Month Fixed</td>
<td>December 2020 to read date in January 1, 2023</td>
<td>$</td>
</tr>
<tr>
<td>37-Month Fixed</td>
<td>December 2020 to read date in January 1, 2024</td>
<td>$</td>
</tr>
</tbody>
</table>

Supplier Name:

Signature of Authorized Representative of Supplier:

Typed Name of Authorized Representative:

Date:

## PRICING FORM: ACCOUNT GROUP 2 (LARGE ACCOUNTS)

**INDICATIVE PRICING FOR CITY OF EVANSTON RFP 20-43: Account Group 2 (Large Accounts)**

<table>
<thead>
<tr>
<th>Contract Term</th>
<th>BASE PRICING PROPOSAL</th>
<th>ALTERNATE 1</th>
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<td>Supply ($/kWh)</td>
<td>Losses ($/kWh)</td>
</tr>
<tr>
<td></td>
<td>A</td>
<td>B</td>
</tr>
<tr>
<td>13-Month Fixed</td>
<td>December 2020 to read date in January, 2022</td>
<td>$</td>
</tr>
<tr>
<td>25-Month Fixed</td>
<td>December 2020 to read date in January 1, 2023</td>
<td>$</td>
</tr>
</tbody>
</table>
### PRICING FORM: ACCOUNT GROUP 3 (LIGHTING ACCOUNTS)

**INDICATIVE PRICING FOR CITY OF EVANSTON RFP 20-43: Account Group 3 (Lighting Accounts)**

<table>
<thead>
<tr>
<th>Contract Term</th>
<th>Supply ($/kWh)</th>
<th>Losses ($/kWh)</th>
<th>Capacity ($/kWh)</th>
<th>Transmission &amp; Ancillaries ($/kWh)</th>
<th>Vendor Margin ($/kWh)</th>
<th>Total Supply Charges ($ / kWh)</th>
<th>Wind RECs Illinois or Adjoining State ($ / kWh)</th>
<th>Total w/ Renewable ($ / kWh)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>13-Month Fixed</strong></td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>December 2020 to read date in January, 2022</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>25-Month Fixed</strong></td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>December 2020 to read date in January 1, 2023</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>37-Month Fixed</strong></td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>December 2020 to read date in January 1, 2024</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Supplier Name:

Signature of Authorized Representative of Supplier:

Typed Name of Authorized Representative:

Date:
### PRICING FORM: ACCOUNT GROUP 4 (ALL ACCOUNTS)

**INDICATIVE PRICING FOR CITY OF EVANSTON RFP 20-43: Account Group 4 (All Accounts)**

<table>
<thead>
<tr>
<th>Contract Term</th>
<th>BASE PRICING PROPOSAL</th>
<th>ALTERNATE 1</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A</td>
<td>B</td>
</tr>
<tr>
<td>13-Month Fixed</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>December 2020 to read date in January, 2022</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>25-Month Fixed</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>December 2020 to read date in January 1, 2023</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>37-Month Fixed</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>December 2020 to read date in January 1, 2024</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Supplier Name: 

Signature of Authorized Representative of Supplier:

Typed Name of Authorized Representative:

Date:
**ELECTRIC ENERGY SUPPLIER QUESTIONNAIRE**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name:</td>
<td></td>
</tr>
<tr>
<td><strong>Please attach additional pages as necessary to provide the information requested.</strong></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Number of customers Supplier has in Illinois</td>
</tr>
<tr>
<td>2</td>
<td>Dollar amount in customer billings and receivables managed by the Supplier during 2019</td>
</tr>
<tr>
<td>3</td>
<td>Bill accuracy and timeliness rating of Supplier during 2019</td>
</tr>
<tr>
<td>4</td>
<td>Acknowledgement that Supplier has read and understand the proposed Electric Supply Agreement and that they will execute it without modification (yes/no).</td>
</tr>
<tr>
<td>5</td>
<td>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.</td>
</tr>
<tr>
<td>6</td>
<td>What is the Supplier's credit rating, and the credit rating agency that issued this rating?</td>
</tr>
<tr>
<td>7</td>
<td>Provide a monthly summary invoice for all accounts and supporting documentation as required by Section 1.1</td>
</tr>
<tr>
<td>8</td>
<td>Supplier provided a sample monthly summary invoice.</td>
</tr>
<tr>
<td>9</td>
<td>Describe any on-line account management system or tools that Supplier can make available to review and download monthly energy usage for city facilities</td>
</tr>
<tr>
<td>10</td>
<td>Do you have a demand response program?</td>
</tr>
<tr>
<td>10a</td>
<td>If yes, please estimate the annual revenue that Evanston could realize.</td>
</tr>
<tr>
<td>10b</td>
<td>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?</td>
</tr>
<tr>
<td>11</td>
<td>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.</td>
</tr>
</tbody>
</table>
EXHIBIT A

DISCLOSURE OF OWNERSHIP INTERESTS

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

APPLICANT NAME: ____________________________________________

APPLICANT ADDRESS: __________________________________________

TELEPHONE NUMBER: __________________________________________

FAX NUMBER: _________________________________________________

APPLICANT is (Check One)
( ) Corporation
( ) Partnership
( ) Sole Owner
( ) Association

Other ( ) ______________________________________________________

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

SECTION I CORPORATION

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

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

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

____________________________________________________________________

____________________________________________________________________

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

________________________________________

________________________________________

SECTION 2  PARTNERSHIP/ASSOCIATION/JOINT VENTURE

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

________________________________________

________________________________________

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

________________________________________

________________________________________

SECTION 3 - TRUSTS

3a. Trust number and institution.

________________________________________

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

________________________________________

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

________________________________________
SECTION 4 ALL APPLICANTS - ADDITIONAL DISCLOSURE

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

______________________________________________________________________
______________________________________________________________________
______________________________________________________________________

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

______________________________________________________________________
______________________________________________________________________
______________________________________________________________________

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

______________________________________________________________________
______________________________________________________________________
______________________________________________________________________

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

____________________________
Date                           Signature of Person Preparing Statement

____________________________
Title

ATTEST:  __________________________
Notary Public                  (Notary Seal)
Commission Expires: ______________

Revised 05-20 (09-17)
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.
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 5/33E-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/EBE POLICY

A City of Evanston goal is to provide contracting and subcontracting opportunities to Minority Business Enterprises, Women Business Enterprises, and Evanston Business Enterprises. The goal of the Minority, Women and Evanston Business Enterprise Program (M/W/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/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 subcontractors 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/](http://www.cityofevanston.org/business/business-diversity/) (Sample Advertisement). If you request a paper copy of the additional documents, it will be available free of charge from the Purchasing Office, 2100 Ridge Road Suite 4200, Evanston, IL 60201.

If a bidder is unable to meet the required M/W/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/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/EBEs
4. Names of owners, addresses, telephone numbers, date and time and method of contact of qualified M/W/EBE who submitted a proposal but were not found acceptable.
5. Names of owners, addresses, telephone numbers, date and time of contact of at least 15 qualified M/W/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 Subcontractor listed to meet the M/W/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/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/](http://www.cityofevanston.org/business/business-diversity/) (MWEBE Monthly Utilization Report).
EXHIBIT G
M/W/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.

_____ 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/EBE $__________________
Percentage of work to be performed by a M/W/EBE _____________%

Information on the M/W/EBE Utilized:

Name ________________________________________________
Address ______________________________________________
Phone Number
Signature of firm attesting to participation ______________________________
Title and Date ____________________________________________

Please attach

1. Proper certification documentation if applying as a MWBE and check the appropriate box below. This MWBE will be applying with documentation from:
   - ☐ Cook County
   - ☐ Federal Certification
   - ☐ City of Chicago
   - ☐ State Certification
   - ☐ Women’s Business Enterprise National Council
   - ☐ Chicago Minority Supplier Development Council

2. Attach business license if applying as an EBE
EXHIBIT H

M/W/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/EBE participation goal
for the following reason(s):

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

_____ 1. No M/W/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/EBEs prior to the bid opening. Also, please attach the
   accompanying form with notes regarding contacting the Assist
   Agencies.

_____ 3. No subcontracting opportunities exist.
   Please provide a written explanation of why subcontracting is not
   feasible.

_____ 4. M/W/EBE participation is impracticable.
   Please provide a written explanation of why M/W/EBE participation
   is impracticable.

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

Signature: ________________________________ Date: ____________
(Signature)
## Construction Contractors' Assistance Organizations ("Assist Agencies") Form

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>DATE CONTACTED</th>
<th>CONTACT PERSON</th>
<th>RESULT OF CONVERSATION</th>
</tr>
</thead>
</table>
| 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  
Sheila 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; Fax: 312-853-0145  
Email: wbdc@wbdc.org  
Carol Dougal, Director |                |                |                        |

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

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

My firm cannot execute the City’s standard professional service agreement unless the exceptions noted below or in the attached sample professional services agreement are made. **Please be aware that submitting exceptions to the contract may impact the likelihood of your firm being selected to perform this work.**

List exceptions in the area below:

- __________________________________________________________
- __________________________________________________________
- __________________________________________________________
- __________________________________________________________
- __________________________________________________________
- __________________________________________________________
- __________________________________________________________
- __________________________________________________________

Authorized Signature: ___________________________ Company Name: ___________________________

Typed/Printed Name and Title: ___________________________ Date: ___________________________
This Electricity Supply Agreement ("Agreement") is entered into by and between The City of Evanston Illinois, an Illinois municipal corporation, with offices located at 2100 Ridge Avenue, Evanston, Illinois 60201 ("Customer"), and ___________________________ ("Supplier"), a ___________ with offices located at ___________________________. Customer and Supplier hereby agree as follows:

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 which occurs thirty-six (36) months after the Start 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 __________, 20 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 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 1, at the Supplier Fixed Price or Alternative Price set in Attachment 2, 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 ___ percent (___%) 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 Attachment 3.

3. Other Charges. Supplier also will provide services described in Attachment 3.

4. 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.

5. 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 Attachment 2 plus the price for RECs noted in Attachment 3. Buyer shall also pay Supplier any additional amounts shown on each invoice for ComEd Charges, and charges (if any) associated with the services noted in Attachment 4.

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 thirty-six (36) 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:** Kumar Jensen, Chief Sustainability and Resilience Officer  
City of Evanston  
Morton Civic Center  
2100 Ridge Avenue  
Evanston, Illinois 60201

with a copy to:  
Kelley Gandurski, Corporation Counsel  
City of Evanston  
Suite 4400, Civic Center  
2100 Ridge Avenue  
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 A and B, 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 have executed this Agreement on the dates written below, to be effective as of the last of those two dates.

CONSULTANT: CITY OF EVANSTON
2100 RIDGE AVENUE EVANSTON, IL 60201

By ____________________________ By: ____________________________
Its: ____________________________ Its: Interim City Manager
FEIN Number: ________________ Date: ____________________________
Date: ____________________________ Approved as to form:

By: ____________________________
Its: Corporation Counsel

Kelley Gandurski
EXHIBIT K

PROPOSAL SUBMITTAL LABEL

SUBMITTAL NUMBER: ________________________________

SUBMITTAL NAME: __________________________________

SUBMITTAL DUE DATE/TIME: __________________________

COMPANY NAME: __________________________________

COMPANY ADDRESS: __________________________________

COMPANY TELEPHONE #: ____________________________

---------------------------------------------------------------------------------------------------------------------
(E-bidding) Electronic Bidding Instructions
Introduction

To submit a bid electronically (e-bidding) on DemandStar

• The project **MUST** be setup for e-bidding by the government agency advertising the opportunity
How to check if it is an e-bidding opportunity

- Not all opportunities posted on DemandStar by government are available for e-bidding
- Those that are available for you to electronically bid will list “e-bidding” as an available “ACTION” when you look at the project details
In order to do e-bidding

1. Click on “E-bidding” in the actions column
In order to do e-bidding

2. Enter your contact information and enter in all required fields.

Note: You **MUST** put a number of the “BID AMOUNT” box. However, that number can be 0 so as to allow for a more detailed description of your bid through your uploaded documents.
In order to do e-bidding

- In the agency required documents section – check the documents you intend on uploading and fulfilling. By checking these boxes this is **ONLY** an acknowledgement of how you will fulfill the requirement. You still have to upload the documents.

<table>
<thead>
<tr>
<th>Document</th>
<th>None</th>
<th>Online/Electronic</th>
<th>Offline/Manual</th>
<th>Not submitting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Reply</td>
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<td>Checklist</td>
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<td>Subcontractor List</td>
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<td>Current Workload, List of Projects and Completion Dates</td>
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<tr>
<td>Questionnaire</td>
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<td>Drug Free Workplace Form</td>
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</table>
In order to do e-bidding

Upload your response documents in an accepted file format

Make sure that you have covered and uploaded all the required documents
In order to do e-bidding

Once you decide you’ve uploaded all your documents that you would like to submit, make sure you click the **NEXT** button at the bottom of the screen.
Completing your e-bid submittal

- Please **VERIFY** that you have attached **ALL** the required documents

- Click on the **Submit Response** button to complete your e-bid
Confirmation of Response

• When you complete you will receive a confirmation

• This is a confirmation that what you uploaded will be visible to the agency when the bid closes, **this is not** a confirmation that all your documents were fill out or submitted correctly
If you feel like you missed something or need to make a change you can go back to your submittal response and edit your e-bid. By clicking on “DETAILS” then “EDIT” the section you wish.
We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- **Instant** access to bids, quotes and RFPs
- **Automatic** notifications, right to your inbox, of bids that match the commodity codes you select
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place
- Access to **more government bids** in neighboring cities, counties and states

**It’s EASY!** Get started with these 3 easy steps!

1 **REGISTER**

Go to:
https://www.demandstar.com/registration

Create an Account with DemandStar

You are one step away from picking your free government agency

**Email Address**

Your email address here

**Company Name**

Your company name here

☐ I accept the DemandStar [Terms of Use](https://www.demandstar.com/terms-of-use) and [Privacy Policy](https://www.demandstar.com/privacy-policy)

**Next**
2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you’d like to add, for example “City of Metropolis” in the Search Box.

Choose Your Free Agency

Receive full access to the government agency of your choice and receive advance notifications of new opportunities.

City of Metropolis

Narrow down your search by selecting a state and county.

State
Select State

County
Select County

- City of Metropolis – Board of Commissioners
- City of Metropolis Purchasing
- Metropolis Technical College

3 CHECK OUT

Check out with your FREE AGENCY Registration by clicking “Skip for now” on the page where it gives you options to add additional counties and States.

You have chosen Metropolis Technical College as your free agency. Add additional government agencies below for $25 per County. Statewide and National subscriptions available.

My Subscriptions

Nation (0)
States (0)
Counties (0)

Your Current Rate
Total (0 subscriptions) $0/year

Proceed to Checkout
Skip for Now

SIGN UP

Visit www.demandstar.com

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206.940.0305
DemandStar E-Bidding: Frequently Asked Questions

- Do suppliers need to be registered with DemandStar to participate in e-bidding?
  Yes. But if they don't already have an account with DemandStar, they can sign up and either
  - Be a subscriber for only your agency, at no charge, and be able to download documents at no charge and then receive notifications that match their commodity codes
  - Be a “basic supplier” for free - who researches on our platform and then pays $5 to download all documents, thus becoming a plan holder
  - Be a paid subscriber for a county, state, national and receive notifications from all included agencies

- Can suppliers respond with document uploads or do they simply fill in forms?
  Yes, they may respond with document uploads that are available to you via the DemandStar platform.

- What type of E-Bidding Documents can be uploaded?
  Acceptable file formats for sending back documents that the city will accept:

  **E-Bidding Documents**

<table>
<thead>
<tr>
<th>Document Types</th>
<th>Bidding Documents - Exhibits</th>
<th>Pricing</th>
<th>Bid Bond</th>
</tr>
</thead>
<tbody>
<tr>
<td>File Formats</td>
<td>Adobe Acrobat (*.PDF)</td>
<td>Microsoft Excel (*.XLS)</td>
<td>Microsoft Excel (*.XLSX)</td>
</tr>
</tbody>
</table>

- Is there a maximum file size that I can upload?
  Vendors can simply upload a single file or multiple documents as long as it doesn’t exceed 100 MBs (single or multiple files)

- After a bid opening, what document(s) are made public by DemandStar?
  None. Only the agency can see the vendor responses so you are the only ones who will determine what you want to download and make public.

- Who do I call if I have questions or problems with the DemandStar?
  The City strongly encourages each respondent to setup their account and to explore the eBidding module at least a couple of days before the bid due date.

  If you have questions or issues creating your account, accessing the eBidding module or submitting your bid prior to the bid due date, please contact DemandStar at 866.273.1863 or by email at hello@demandstar.com.