

CITY OF EVANSTON
REQUEST FOR PROPOSAL

NUMBER: 23-52

For

Actionable Pricing for Municipal Electric Energy Supply

October 19, 2023



PROPOSAL DEADLINE: 2:00 P.M. November 7, 2023

PRE-PROPOSAL MEETING: Non-mandatory
2:00 P.M. October 27, 2023
Zoom
<https://us06web.zoom.us/j/84526628271>

ELECTRONIC BID SUBMITTAL:

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

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

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- Attachment A – Evanston Accounts and Annual Usage (4 Pages)
- Attachment B – Authorization for Energy Pricing/Procurement (1 Page)
- DemandStar- E-bidding Instructions (14 Pages)

**CITY OF EVANSTON
NOTICE TO PROPOSERS**

Proposals will be received by the Purchasing Office until 2:00 P.M. local time on **November 7, 2023**. 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:

**Actionable Pricing for Municipal Electric Energy Supply
RFP Number: 23-52**

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

There will be a non-mandatory virtual pre-proposal meeting on Friday, October 27, 2023, at 2:00 p.m. 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.

John Gonzalez
Purchasing Specialist

CITY OF EVANSTON
Request for Proposal

1.0 INTRODUCTION

The City of Evanston, Illinois (City) has a population of over 77,000 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 sources electricity through an Alternative Retail Electric Supplier (ARES) that provides 100% renewable electricity through the purchase of Renewable Energy Certificates (RECs).

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 12 to 36 months for City accounts. The pricing may be separated into Small Accounts, Large Accounts, and Lighting Accounts. Account groups and contract term will be determined by the City.

The contract term will begin on January 1, 2024.

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

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

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

Proposers are advised to become thoroughly familiar with all conditions, instructions and specifications governing this RFP. Proposals shall be made in

accordance with these instructions. Proposals shall be submitted on the forms provided by the City

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

2.0 SCOPE OF SERVICES

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 and attached in Attachment A. The City anticipates that its future energy consumption will be consistent with the historical load characteristics of these accounts. However, the City anticipates installing solar photovoltaics at the Robert Crown Community Center in 2024, which will reduce the ARES-supplied electricity at that site; the anticipated electricity reduction is unknown at this time. The City is currently constructing an all-electric animal shelter, to be completed in 2024; the anticipated ARES-supplied electricity is expected to increase at that site. 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 Electricity Accounts

Site Name	Pricing Group	ComEd Account Number	Service Address	
Other	Large	0552103018		Evanston, IL 60201
Public Works Facility	Large	0434104006	2020 Asbury-2 or 2100 Ridge	Evanston, IL 60201
Public Works Facility	Large	0506090008	2020 Asbury - 2	Evanston, IL 60201
Church Street Self Park	Large	2522497009	525 Church St / Ns Chicago	Evanston, IL 60201
Maple Self Park	Large	6327066013	1800 Maple	Evanston, IL 60201
Sherman Street Garage	Large	3110672031	821 Davis	Evanston, IL 60201
Police and Fire HQ	Large	0095706004	1454 Elmwood Ave.	Evanston, IL 60201
Library Facility	Large	0104686008	1703 Orrington	Evanston, IL 60201
James Park	Large	1603051020	300 Dodge Avenue	Evanston, IL 60201
Fleetwood-Jourdain	Large	2447621009	1655 Foster	Evanston, IL 60201
Levy Center	Large	4758041015	300 Dodge	Evanston, IL 60201
Robert Crown Community Center	Large	5892081083	1701 Main St.	Evanston, IL 60201
Water South Standpipe	Large	1606005039	640 Hartrey	Evanston, IL 60201
Water Pumping Station	Large	0228049072	555 Lincoln	Evanston, IL

				60201
Streetlighting	Lighting	4183001036	0 Poplar WS Pole S LIVI	Evanston, IL 60201
Parking Lot	Lighting	8683168012		Evanston, IL 60201
Elliott Park	Lighting	1529166097	Bike Path/ Lee Street Beach Restrooms	Evanston, IL 60201
Foster Park	Lighting	1539069176	1600 Foster Park	Evanston, IL 60201
1817 Foster St	Lighting	5232073045	1817 Foster St	Evanston, IL 60201
Lighting	Lighting	0435072085		Evanston, IL 60201
Streetlighting	Lighting	0068082057	117 Asbury Ave	Evanston, IL 60201
Metered Street Lights	Lighting	0745074015	1701 N Sheridan	Evanston, IL 60201
Streetlighting	Lighting	6708124007		Evanston, IL 60201
2020 Asbury	Small	2354158000	2020 Asbury	Evanston, IL 60201
700A Davis St	Small	8344168161	700A Davis St	Evanston, IL 60201
700B Davis	Small	2378001133	700B Davis St	Evanston, IL 60201
Rehab #6	Small	2193157061	631 Howard	Evanston, IL 60201
Recycling Center	Small	3453005021	2222 Oakton St	Evanston, IL 60201
729 Howard	Small	1998103068	729 Howard	Evanston, IL 60201
Parking Garage	Small	1528044010	1236 Chicago Ave	Evanston, IL 60201
Fire Station #3	Small	0307036040	1105 Central	Evanston, IL 60201
Fire Facility	Small	0095707001	1332 Emerson	Evanston, IL 60201
Fire Station #2	Small	0261587008	702 Madison	Evanston, IL 60201
Fire Station #4	Small	0261592009	1817 Washington	Evanston, IL 60201
Fire Station #5	Small	0434043035	2830 Central	Evanston, IL 60201
Library Facility	Small	0095746008	2026 Central	Evanston, IL 60201
Baker Park	Small	3446794004	Keeney Street & Forest Avenue	Evanston, IL 60201
Burnham Shores Beach Office	Small	3278306007	ES Lakeshore 1S Dempster	Evanston, IL 60201
Centennial Park / Lunt Park	Small	3026496009	NS Church E Sheridan Rd / 1631 Sheridan	Evanston, IL 60201
Clark St Beach/Cent pk	Small	0729103048	1811 Sheridan Rd	Evanston, IL 60201

Clark St Beach/Cent pk	Small	2522625012	1811 Sheridan Road (3)	Evanston, IL 60201
Dawes Park	Small	3026807002	Greenwood Street & Sheridan Road	Evanston, IL 60201
Firemans Park	Small	3477160029	3100 Simpson	Evanston, IL 60201
Fog Houses	Small	2186470004	ES Sheridan Rd 1N Central	Evanston, IL 60201
Ingraham Park	Small	2354666007	2100 Wesley Avenue	Evanston, IL 60201
Jensen Park	Small	2186466000	2603 Sheridan Road	Evanston, IL 60201
Leahy Park	Small	2354367009	SS Lincoln 1W Ridge	Evanston, IL 60201
Leahy Park Shelter	Small	2354366002	1100 Lincoln St.	
Lee Street	Small	3278307004	1111 Lakeshore Boulevard	Evanston, IL 60201
Light House	Small	2186469001	Sheridan Road and Central Street	Evanston, IL 60201
Lighthouse Park 1	Small	1598325002	2603 Sheridan	Evanston, IL 60201
Lighthouse Park 1	Small	2186463009	2603 Sheridan	Evanston, IL 60201
Megowon Park	Small	8340132076	600 Hinman	Evanston, IL 60201
Peter Jans /Chandler Park	Small	2186261005	1032 Central	Evanston, IL 60201
Ackerman Park	Small	2867684000	SS Central Street	Evanston, IL 60201
Brummel Park	Small	2625093032	148 Elmwood	Evanston, IL 60201
Elden Park	Small	3201436001	720 Washington Street	Evanston, IL 60201
Independence Park	Small	2867633003	2001 Central Street	Evanston, IL 60201
Sheridan Square	Small	1353792007	525 Sheridan Square	Evanston, IL 60201
Smith Park	Small	0300108043	1745 Ashland Ave P.S.	Evanston, IL 60201
Adam Perry Park	Small	2971036149	1741 Hovland Ct	Evanston, IL 60201
Beck's Park	Small	1203161032	2525 Church Street	Evanston, IL 60201
Butler Park	Small	6678080036	Foster Street & Hartrey Avenue	Evanston, IL 60201
Fitzsimons	Small	1103382002	1010 Sherman Ave	Evanston, IL 60201
Harbert Park	Small	4743148016	1100 McDaniel	Evanston, IL 60201
Larimer Park	Small	1775326005	NS Crain Street & Oak Avenue	Evanston, IL 60201
Lovelace Park Field House	Small	1946323003	2700 Gross Point Rd / Unit 1711	Evanston, IL 60201

Mason Park	Small	2027430004	1600 Church	Evanston, IL 60201
Merrick Park	Small	1943005008	1100 Lake	Evanston, IL 60201
Penny Park	Small	2531646001	1427 Florence Ave	Evanston, IL 60201
Twiggs Park	Small	0429095018	2200 Ashland	Evanston, IL 60201
Bent Park	Small	2618677000	NS Harrison St 1E Cowper	Evanston, IL 60201
Chandler-Newberger Center	Small	2186257001	1028 Central	Evanston, IL 60201
Ecology Center	Small	2867267009	2024 McCormick	Evanston, IL 60201
Gibbs Morrison	Small	0675016252	1823 Church St	Evanston, IL 60201
Noyes Cultural Arts Ctr	Small	2186825009	927 Noyes	Evanston, IL 60201
Animal Shelter	Small	0261590014	2310 Oakton	Evanston, IL 60201
Police Camera	Small	8067056104	1712 Payne	Evanston, IL 60201
McCormick Meter Pit (Emerson & McCormick)	Small	2699056009	NS Emerson	Evanston, IL 60201
Water North Standpipe	Small	4511048001	2536 Gross Point	Evanston, IL 60201
Gross Point Road & Old Orchard Road	Small	0018728008	437133A1	Evanston, IL 60201
Oakton Water Supply Connection	Small	1563128120		
Irrigation Pump	Small	0153145101	636 Chicago	Evanston, IL 60201
Civic Center	Small	3026089004	0 E. Orrington, 1S Church	Evanston, IL 60201
Civic Center	Small	3026096009	0 S. Sherman, 1N Grove	Evanston, IL 60201
Festival Lighting	Small	3026090007	ES Sherman 1N Orrington	Evanston, IL 60201
	Small	3110784009	0 W Sherman, 1N Church	Evanston, IL 60201
Festival Lighting	Small	3026495002	0 E. Chicago Ave, 1N Grove	Evanston, IL 60201
Controller 701 Howard St.	Small	5195004002	701 Howard St	Evanston, IL 60202

2.2 PRICING ALTERNATIVES

The City is seeking actionable pricing proposals that include power supply, delivery of electric energy to its facilities and all terms and conditions with respect to the Electricity Supply Agreement supplied in Exhibit F 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.

2.2.1.1 Twelve Month Term

Term start month: January 1, 2024; term end: December 31, 2024 meter read date, earliest meter read start date January 1, 2024.

2.2.1.2 Twenty-Four Month Term

Term start month: January 1, 2024; term end: December 31, 2025 meter read date, earliest meter read start date January 1, 2024.

2.2.1.3 Thirty-Six Month Term

Term start month: January 1, 2024; term end: December 31, 2026 meter read, earliest meter read start date January 1, 2024.

2.2.2 Pricing Groups

Pricing based on the load characteristics of individual accounts assigned to the following groups: Lighting, Small, Large, or a more efficient grouping as determined by the proposal submitter.

2.2.2.1 All Account Groups shown in Table 1.

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 Exhibit A (Page 43) 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

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. The volumes of RECs provided through Alternate 1 are in addition to the Illinois Renewable Portfolio Standard. The RECs shall be sourced from renewable power assets located in Illinois or a state that is adjacent to Illinois.

Appropriate documentation certifying the RECs are from an acceptable source will be required.

3.0 INSURANCE

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

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

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

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

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

4.0 SUBMITTAL REQUIREMENTS

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

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

A. Cover Letter

The cover letter will include the following:

- introduction of firm signed by an authorized Principal of the firm
- name of firm
- address of firm
- phone number of the firm submitting the proposal

- include the name and signature of an authorized binding official who is authorized to answer questions regarding the firm's proposal

B. Qualifications and Experience of Firm and/or Team

- All respondents shall describe other contracts (at least 3, but no more than 5) similar in scope, size or discipline to the required services described herein, performed or undertaken within the past five years.
- The respondent must provide references, including name, address and telephone number of a contact person for each project identified and described.
- Indicate commencement dates, duration and type of operation.
- Provide a list of all Municipal clients in Illinois.

C. Area/Regional Manager(s)

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

D. Fees

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

E. Contract

The City has attached its standard contract in Exhibit F (see page 29–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 Renewable Energy Description

Certify in Exhibit G that the Renewable Energy Certificates (RECs), provided to meet the voluntary renewable component for Alternate 1, are from a renewable power generator in Illinois or a state that is adjacent to Illinois and are Green-e Certified.

5.2 Master Agreement

Certify in Exhibit G that the ARES will execute the ELECTRICITY SUPPLY AGREEMENT provided in Exhibit F without modification.

6.0 M/W/D/EBE GOALS

Not Applicable

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. The total cost of the services to be provided that best meet the requirements of the City, in the sole discretion of the City.
- C. Cost of Renewable Energy Option in Alternate 1.
- D. Willingness to Execute the City of Electricity Services Agreement
- E. M/W/D/EBE Participation

8.0 SELECTION PROCESS

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

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

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

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

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

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

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

9.0 PROPOSED SCHEDULE

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

- 1. RFP issued..... October 19, 2023
- 2. Non-mandatory Pre-Proposal Conference.....October 27, 2023
- 3. Last Day to submit questions October 31, 2023
- 4. Final Addendum Issued..... November 3, 2023
- 5. RFP Submission Due Date November 7, 2023
- 6. City Council Award of Contract December 11, 2023
- 7. Contract Effective January 1, 2024

10.0 QUESTIONS REGARDING RFP

All questions related to this RFP should be submitted in writing to John Gonzalez, Purchasing Specialist at purchasing@cityofevanston.org with a copy to Cara Pratt, Sustainability & Resilience Manager at cpratt@cityofevanston.org.

11.0 GENERAL TERMS AND CONDITIONS

A. Confidentiality

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

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

to such a request and whether or not any exemption to the disclosure of such records or part thereof is applicable.

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

B. Withdrawal of Proposal

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

C. Exceptions to Specifications

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

D. Hold Harmless

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

Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Consultant shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and

employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

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

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

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

E. Addenda

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

F. Term

The contract is for 12-36 months. The City may terminate a contract for either cause or convenience.

G. Non-Appropriation of Funds

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

H. Property of the City

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

I. Payment Terms

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

J. Disclosures and Potential Conflicts of Interest

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

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

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

K. Protests

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

- The Proposer shall submit any protests or claims regarding this solicitation to the Purchasing Office.

- A pre-bid protest must be filed five (5) days before the bid opening or proposal submittal.
- A pre-award protest must be filed no later than ten (10) days after the bid opening date or proposal deadline.
- A post-award protest must be filed no later than ten (10) days after the award of the Contract.

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

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

L. Authority To Resolve Protests And Contract Claims

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

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

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

M. Litigation

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

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

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

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

N. Sub-contractors

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

O. Contact with City Personnel

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

P. Costs Incurred

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

ACTIONABLE PRICING FOR CITY OF EVANSTON RFP 23-45

Contract Term	BASE PRICING PROPOSAL						ALTERNATE 1	
	Supply (\$/kWh)	Losses (\$/kWh)	Capacity (\$/kWh)	Transmission & Ancillaries (\$/kWh)	Vendor Margin (\$/kWh)	Total Supply Charges (\$ / kWh)	RECs Illinois or Adjoining State (\$ / kWh)	Total w/ Renewable (\$ / kWh)
	A	B	C	D	E	F=A+B+C+D+E	G	H=F+G
<u>12-Month Fixed</u> December 2020 to read date in January, 2022	\$	\$	\$	\$	\$	\$	\$	\$
<u>24-Month Fixed</u> December 2020 to read date in January 1, 2023	\$	\$	\$	\$	\$	\$	\$	\$
<u>36-Month Fixed</u> December 2020 to read date in January 1, 2024	\$	\$	\$	\$	\$	\$	\$	\$

Supplier Name:

Signature of Authorized Representative of Supplier:

Typed Name of Authorized Representative:

Date:

Exhibit A

DISCLOSURE OF OWNERSHIP INTERESTS

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

APPLICANT NAME: _____

APPLICANT ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

APPLICANT is (**Check One**)

- Corporation
- Partnership
- Sole Owner
- Association

Other () _____

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

SECTION I - CORPORATION

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

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

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

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

SECTION 2 - PARTNERSHIP/ASSOCIATION/JOINT VENTURE

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

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

SECTION 3 - TRUSTS

- 3a. Trust number and institution.

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

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

SECTION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE

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

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

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

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

Date

Signature of Person Preparing Statement

Title

ATTEST: _____
Notary Public

(Notary Seal)

Commission Expires: _____

EXHIBIT B

ADDITIONAL INFORMATION SHEET

Proposal Name: _____

Proposal Number #: _____

Company Name: _____

Contact Name: _____

Address: _____

City, State, Zip: _____

Telephone/FAX: # _____

E-mail: _____

Comments: _____

Exhibit C

CONFLICT OF INTEREST FORM

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

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

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

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

Notary Public

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

Exhibit D

ACKNOWLEDGEMENT OF UNDERSTANDING

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

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

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

Exhibit E

ANTI-COLLUSION AFFIDAVIT AND PROPOSER'S CERTIFICATION

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

of _____
(Proposer)

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

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

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

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

Subscribed and Sworn to this _____ day of _____, 20

Notary Public

Commission Expires: _____

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

Exhibit F

Professional Services Agreement Acknowledgement Page

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

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

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

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

List exceptions in the area below:

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

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

Exhibit F

Consultant Certification and Verification

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

CONSULTANT:

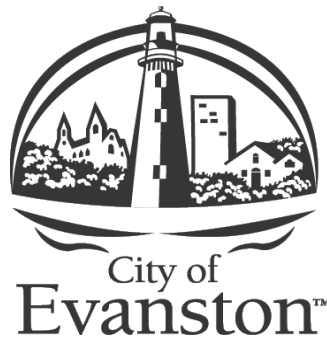
By _____

Its: _____

FEIN Number: _____

Date: _____

Exhibit F



**CITY OF EVANSTON
ELECTRICITY SUPPLY AGREEMENT**

This Electricity Supply Agreement (“Agreement”) is entered into by and between the City of Evanston Illinois, an Illinois municipal corporation, with offices located at 2100 Ridge Avenue, Evanston, Illinois 60201 (“Customer”), and _____ (“Supplier”), a _____ with offices located at _____. Customer and Supplier hereby agree as follows:

I. COMMENCEMENT DATE

Consultant shall commence the Services on January 1, 2024.

II. COMPLETION DATE

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

A. DEFINITIONS.

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

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

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

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

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

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

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

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

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

“End Date” means the applicable billing cycle date of ComEd’s monthly billing cycle for the month and year 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 of the number of kilowatt-hours equal to ___ percent of the total number of kilowatt-hour that Customer purchases from Supplier hereunder during the applicable billing period, multiplied by Supplier’s price for Tradable Renewable Energy Certificates, which price is set out in Attachment B.

B. ELECTRICITY SUPPLY.

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

2. Tradable Renewable Energy Certificates. Supplier also will purchase on Customer’s behalf Tradable Renewable Certificates, in a quantity equal to ___ 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 B.

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 Exhibit A plus the price for RECs noted in Exhibit A. Buyer shall also pay Supplier any additional amounts shown on each invoice for ComEd Charges.

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

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

4. ComEd Charges. To the extent that charges included on an invoice are for amounts payable to ComEd, Customer shall make such payments pursuant to the

provisions of the Illinois Local Government Prompt Payment Act [50ILCS505/1 et seq.]. Customer shall have full responsibility for payment of any existing amounts owed to ComEd for service provided before the Start Date. To the extent that Customer fails to timely remit payment to Supplier, Supplier shall have the right to delay Supplier's payments that are due and owing to ComEd until Supplier receives payment from Customer. Customer acknowledges that its failure to timely remit payment to Supplier of amounts due and owing to ComEd may result in ComEd requesting that Customer provide a deposit and/or ComEd's suspension of service to Customer. If Supplier fails to remit timely payment of amounts due and owing to ComEd, other than due to Customer's failure to timely remit payment to Seller, then Supplier will indemnify and hold Customer harmless from all costs and losses associated with such failure.

E. TERM. The term of this Agreement will commence upon execution of the Agreement by both Parties and, unless terminated earlier as otherwise provided in this Agreement, will continue thereafter for 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: Cara Pratt, Sustainability and Resilience Manager
 City of Evanston
 Morton Civic Center
 2100 Ridge Avenue
 Evanston, Illinois 60201

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

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

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

CONSULTANT:

**CITY OF EVANSTON
2100 RIDGE AVENUE
EVANSTON, IL 60201**

By: _____

By: _____

Luke Stowe

Its: _____

Its: City Manager

FEIN Number: _____

Date: _____

Date: _____

Approved as to form:

By: _____

Alexandra Ruggie

Its: Interim Corporation Counsel

Revision: April 2021

EXHIBIT A – Project Milestones and Deliverables (Part of Exhibit F)

This EXHIBIT A to that certain Consulting Agreement dated _____ between the City of Evanston, 2100 Ridge Avenue, Evanston, Illinois, 60201(“City”) and _____ (“Consultant”) sets forth the Commencement and Completion Date, Services, Fees, and Reimbursable Expenses as follows:

I. COMMENCEMENT DATE: _____

II. COMPLETION DATE: _____

III. FEES:

ACTIONABLE PRICING FOR CITY OF EVANSTON RFP 23-45

Contract Term	BASE PRICING PROPOSAL						ALTERNATE 1	
	Supply (\$/kWh)	Losses (\$/kWh)	Capacity (\$/kWh)	Transmission & Ancillaries (\$/kWh)	Vendor Margin (\$/kWh)	Total Supply Charges (\$ / kWh)	RECs Illinois or Adjoining State (\$ / kWh)	Total w/ Renewable (\$ / kWh)
	A	B	C	D	E	F=A+B+C+D+E	G	H=F+G
<u>12-Month Fixed</u> December 2020 to read date in January, 2022	\$	\$	\$	\$	\$	\$	\$	\$
<u>24-Month Fixed</u> December 2020 to read date in January 1, 2023	\$	\$	\$	\$	\$	\$	\$	\$
<u>36-Month Fixed</u> December 2020 to read date in January 1, 2024	\$	\$	\$	\$	\$	\$	\$	\$

Supplier Name:

Signature of Authorized Representative of Supplier:

Typed Name of Authorized Representative:

Date:

SERVICES/SCOPE OF WORK:

As defined in RFP 23-52 and Consultants Response to Proposal

Dated: _____

EXHIBIT G

ADDITIONAL SUBMITTAL REQUIREMENTS

ADDITIONAL CONTRACT CERTIFICATIONS

Alternate 1 - Green-e RECs Renewable Energy Option – Illinois or Adjoining State Wind Power

We certify that the Renewable Energy Certificates (RECs), provided to meet the voluntary renewable component for Alternate 1 are from a wind power generator in Illinois or a state that is adjacent to Illinois and are Green-e Certified.

Supplier (signature)

Master Agreement

We certify that we will execute the ELECTRICITY SUPPLY AGREEMENT provided in Exhibit F without modification.

Supplier (signature)

Attachment A – Evanston Accounts and Annual

Site Name	Pricing Group	ComEd Account Number	Service Address		Approximate annual usage (kWh)
Other	Large	0552103018	0	60201	293,205
Facility	Large	0434104006	2100 Ridge	60201	802,094
Facility	Large	0506090008	2020 Asbury - 2	60201	1,058,093
Self Park	Large	2522497009	Chicago	60201	405,049
Park	Large	6327066013	1800 Maple	60201	830,993
Street Garage	Large	3110672031	821 Davis	60201	1,176,851
HQ	Large	0095706004	1454 Elmwood Ave.	60201	1,121,704
Library Facility	Large	0104686008	1703 Orrington	60201	1,138,711
James Park	Large	1603051020	300 Dodge Avenue	60201	56,382
Jourdain	Large	2447621009	1655 Foster	60201	316,767
Levy Center	Large	4758041015	300 Dodge	60201	517,870
Community	Large	5892081083	1701 Main St.	60201	3,683,195
Standpipe	Large	1606005039	640 Hartrey	60201	86,646
Pumping	Large	0228049072	555 Lincoln	60201	13,474,877
Streetlighting	Lighting	4183001036	LIVI	60201	4,600
Parking Lot	Lighting	8683168012		60201	800
Elliott Park	Lighting	1529166097	Beach Restrooms	60201	151,158
Foster Park	Lighting	1539069176	1600 Foster Park	60201	891
1817 Foster St	Lighting	5232073045	1817 Foster St	60201	11,649
	Lighting	0435072085		60201	9,531
Streetlighting	Lighting	0068082057	117 Asbury Ave	60201	3,021,359
Street Lights	Lighting	0745074015	1701 N Sheridan	60201	18,969
Streetlighting	Lighting	6708124007		60201	2,537
2020 Asbury	Small	2354158000	2020 Asbury	60201	4,340
700A Davis St	Small	8344168161	700A Davis St	60201	22,568
700B Davis	Small	2378001133	700B Davis St	60201	42,960
Rehab #6	Small	2193157061	631 Howard	60201	2,449
Center	Small	3453005021	2222 Oakton St	60201	46,920
729 Howard	Small	1998103068	729 Howard	60201	8,559
Garage	Small	1528044010	1236 Chicago Ave	60201	12,988
Fire Station #3	Small	0307036040	1105 Central	60201	151,200
Fire Facility	Small	0095707001	1332 Emerson	60201	136,440
Fire Station #2	Small	0261587008	702 Madison	60201	182,100
Fire Station #4	Small	0261592009	1817 Washington	60201	27,867
Fire Station #5	Small	0434043035	2830 Central	60201	178,489
Library Facility	Small	0095746008	2026 Central	60201	1,271
Baker Park	Small	3446794004	Forest Avenue	60201	3,853
Burnham Shores Beach Office	Small	3278306007	ES Lakeshore 1S Dempster	Evanston, IL 60201	14,677

Centennial Park / Lunt Park	Small	3026496009	NS Church E Sheridan Rd / 1631 Sheridan	Evanston, IL 60201	29,006
Clark St Beach/Cent pk	Small	0729103048	1811 Sheridan Rd	Evanston, IL 60201	
Clark St Beach/Cent pk	Small	2522625012	1811 Sheridan Road (3)	Evanston, IL 60201	28,091
Dawes Park	Small	3026807002	Greenwood Street & Sheridan Road	Evanston, IL 60201	6,295
Firemans Park	Small	3477160029	3100 Simpson	Evanston, IL 60201	516
Fog Houses	Small	2186470004	ES Sheridan Rd 1N Central	Evanston, IL 60201	3,298
Ingraham Park	Small	2354666007	2100 Wesley Avenue	Evanston, IL 60201	288
Jensen Park	Small	2186466000	2603 Sheridan Road	Evanston, IL 60201	20,959
Leahy Park	Small	2354367009	SS Lincoln 1W Ridge	Evanston, IL 60201	5,130
Leahy Park Shelter	Small	2354366002	1100 Lincoln St.		918
Lee Street	Small	3278307004	1111 Lakeshore Boulevard	Evanston, IL 60201	13,650
Light House	Small	2186469001	Sheridan Road and Central Street	Evanston, IL 60201	774
Lighthouse Park 1	Small	1598325002	2603 Sheridan	Evanston, IL 60201	23,970
Lighthouse Park 1	Small	2186463009	2603 Sheridan	Evanston, IL 60201	12,960
Megowen Park	Small	8340132076	600 Hinman	Evanston, IL 60201	665
Peter Jans /Chandler Park	Small	2186261005	1032 Central	Evanston, IL 60201	6,384
Ackerman Park	Small	2867684000	SS Central Street	Evanston, IL 60201	1,815
Brummel Park	Small	2625093032	148 Elmwood	Evanston, IL 60201	1,121
Elden Park	Small	3201436001	720 Washington Street	Evanston, IL 60201	2,069
Independence Park	Small	2867633003	2001 Central Street	Evanston, IL 60201	256
Sheridan Square	Small	1353792007	525 Sheridan Square	Evanston, IL 60201	2,189
Smith Park	Small	0300108043	1745 Ashland Ave P.S.	Evanston, IL 60201	1,962

Adam Perry Park	Small	2971036149	1741 Hovland Ct	Evanston, IL 60201	1,625
Beck's Park	Small	1203161032	2525 Church Street	Evanston, IL 60201	15,565
Butler Park	Small	6678080036	Foster Street & Hartrey Avenue	Evanston, IL 60201	7,708
Fitzsimons	Small	1103382002	1010 Sherman Ave	Evanston, IL 60201	16,304
Harbert Park	Small	4743148016	1100 McDaniel	Evanston, IL 60201	7,226
Larimer Park	Small	1775326005	NS Crain Street & Oak Avenue	Evanston, IL 60201	426
Lovelace Park Field House	Small	1946323003	2700 Gross Point Rd / Unit 1711	Evanston, IL 60201	39,780
Mason Park	Small	2027430004	1600 Church	Evanston, IL 60201	18,104
Merrick Park	Small	1943005008	1100 Lake	Evanston, IL 60201	8,061
Penny Park	Small	2531646001	1427 Florence Ave	Evanston, IL 60201	2,460
Twiggs Park	Small	0429095018	2200 Ashland	Evanston, IL 60201	17,410
Bent Park	Small	2618677000	NS Harrison St 1E Cowper	Evanston, IL 60201	704
Chandler-Newberger Center	Small	2186257001	1028 Central	Evanston, IL 60201	115,200
Ecology Center	Small	2867267009	2024 McCormick	Evanston, IL 60201	64,127
Gibbs Morrison	Small	0675016252	1823 Church St	Evanston, IL 60201	27,522
Noyes Cultural Arts Ctr	Small	2186825009	927 Noyes	Evanston, IL 60201	160,200
Animal Shelter	Small	0261590014	2310 Oakton	Evanston, IL 60201	25,589
Police Camera	Small	8067056104	1712 Payne	Evanston, IL 60201	502
McCormick Meter Pit (Emerson & McCormick)	Small	2699056009	NS Emerson	Evanston, IL 60201	17,850
Water North Standpipe	Small	4511048001	2536 Gross Point	Evanston, IL 60201	49,440
Gross Point Road & Old Orchard Road	Small	0018728008	437133A1	Evanston, IL 60201	84

Oakton Water Supply Connection	Small	1563128120			6,103
Irrigation Pump	Small	0153145101	636 Chicago	Evanston, IL 60201	0
Civic Center	Small	3026089004	0 E. Orrington, 1S Church	Evanston, IL 60201	3,599
Civic Center	Small	3026096009	0 S. Sherman, 1N Grove	Evanston, IL 60201	1,876
Festival Lighting	Small	3026090007	ES Sherman 1N Orrington	Evanston, IL 60201	2,741
0	Small	3110784009	0 W Sherman, 1N Church	Evanston, IL 60201	1,295
Festival Lighting	Small	3026495002	0 E. Chicago Ave, 1N Grove	Evanston, IL 60201	1,101
Controller 701 Howard St.	Small	5195004002	701 Howard St	Evanston, IL 60202	21,220

ATTACHMENT B

Date: October 19, 2023

Client: City of Evanston

AUTHORIZATION FOR ENERGY PRICING/PROCUREMENT

Client hereby authorizes:

CP
(Initial) Any Alternative Retail Electric Supplier licensed by the Illinois Commerce Commission on the date noted above to request and receive the City's most recent electricity account data from the relevant Local Distribution Company and to use this information to process credit and energy pricing for client.

The above authorization is in place for six week following the date of signature. This authorization in no way authorizes any party to sign any other forms or contracts on the City's behalf. The undersigned certifies that they are an authorized representative of the City of Evanston to act on any and all matters pertaining to energy procurement for the City, including access to current energy supply agreements and invoices.

Signed: 

Date: October 19th, 2023

Name: Cara Pratt

Title: Sustainability & Resilience Manager

Registering for DemandStar



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 you 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

Company Name

I accept the DemandStar [Terms of Use](#) and [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

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

← 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	County
Select State ▼	Select County ▼

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

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  [0]

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





DEMANDSTAR

B u i l d i n g C o m m u n i t i e s .

(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

Bid Identifier	Agency Name	Bid Status	Broadcast Date	Date Due ▼	Name	Actions
RFP-2019-01-0-2019/df	Town of Malabar	Active	5/15/2019	5/31/2019	Malabar Parks and Recreation Board Memorial Wall Project	Planholders, Download/Order, Details
EBID-20190077-0-2019/HF	City of Port St. Lucie, Procurement Management Department	Active	4/25/2019	5/31/2019	Purchase Breaching "Backpack Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded	E-Bidding, Planholders, Download/Order, Details



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

Bid Identifier	Agency Name	Bid Status	Broadcast Date	Date Due ▼	Name	Actions
RFP-2019-01-0-2019/df	Town of Malabar	Active	5/15/2019	5/31/2019	Malabar Parks and Recreation Board Memorial Wall Project	Planholders, Download/Order, Details
EBID-20190077-0-2019/HF	City of Port St. Lucie, Procurement Management Department	Active	4/25/2019	5/31/2019	Purchase Breaching “Backpa Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded	E-Bidding, Planholders, Download/Order, Details



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.

Contact Information

**indicates required fields*

Company Name *

Address 1 *

Address 2

City *


State *

Postal Code *

Phone *

Fax

Country *

 Bid Amount *

Alternate Bid Amount

Notes

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.

Required Documents



The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online) and which ones you will submit directly to the agency (offline).

Agency Required Documents

Document	None	Online/ Electronic	Offline/ Manual	Not submitting
-				
Bid Reply	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Checklist	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Subcontractor List	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Current Workload, List of Projects and Completion Dates	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Questionnaire	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Drug Free Workplace Form	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

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

E-Bid Response Documents

Agency Name	City of Port St. Lucie, Procurement Management Department
Bid Number	EBID-20190077-0-2019/HF
Bid Name	Purchase Breaching "Backpack" Kits, Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded
Bid Due Date	5/31/2019 3:00:00 PM Eastern time
Bid Opening	14 days, 21 hours, 45 minutes, 5 seconds

No response documents uploaded

Agency Accepted File Formats



Formats

Adobe Acrobat (*.PDF)
Microsoft Excel (*.XLS)
Microsoft Excel (*.XLSX)
Microsoft PowerPoint (*.PPT)
Microsoft Word (*.DOC)
Microsoft Word (*.DOCX)

Upload Electronic Documents

** indicates required fields*



Document Title *

Specify Upload Document *

Choose File No file chosen

(Type the path of the document, or click the Browse button.)


Upload

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

E-Bid Response Documents

Agency Name City of Port St. Lucie, Procurement Management Department
Bid Number EBID-20180218-0-2018/jer
Bid Name Sculpture on Lawn at City Hall Temporary Art Installation
Bid Due Date 1/9/2019 2:00:00 PM Eastern time
Bid Opening 100 days, 1 hour, 20 minutes, 11 seconds

	Document Title	Format	Size	Uploaded	Status	Action
1	 E-Bidding for Suppliers	Microsoft Word	12 Kb	10/1/2018 9:39:50 AM	Complete	View , Remove

Agency Accepted File Formats

Formats
Adobe Acrobat (*.PDF)
Microsoft Excel (*.XLS)
Microsoft Excel (*.XLSX)
Microsoft PowerPoint (*.PPT)
Microsoft Word (*.DOC)
Microsoft Word (*.DOCX)

Upload Electronic Documents

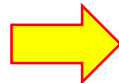
* indicates required fields

Document Title *

Specify Upload Document *

(Type the path of the document, or click the Browse button.)

Your document has successfully uploaded but your response is not yet complete. You must still click 'Submit Response' on Bid Response Details page in order to complete your response and receive a confirmation



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

Agency Required Documents

EDIT

1. **Bid Reply** (Electronic/Online) ✓
2. **Checklist** (Electronic/Online) ✓
3. **Subcontractor List** (Electronic/Online) ✓
4. **Current Workload, List of Projects and Completion Dates** (Electronic/Online) ✓
5. **Questionnaire** (Electronic/Online) ✓
6. **Drug Free Workplace Form** (Electronic/Online) ✓
7. **Current Certificate of Insurance** (Electronic/Online) ✓
8. **License/Certification to do Described Work** (Electronic/Online) ✓
9. **Reference Check Form** (Electronic/Online) ✓
10. **E-Bid Reply Excel Spreadsheet** (Electronic/Online) ✓
11. **E-Bid Bond** (Electronic/Online) ✓
12. **Vendor Code of Ethics** (Electronic/Online) ✓
13. **W-9 form** (Electronic/Online) ✓

Uploaded Documents

EDIT

1. test document upload to ensure e-bidding active

E-Bid Confirmation

After clicking "Submit Response" the following process will begin:

- We will verify that your response is complete as entered.
- You will see a confirmation page with your confirmation number and date/time stamp of your upload.
- You will receive a confirmation e-mail indicating a successful response submittal.
- You may track your response submission under the View Responses page.

If you do not receive any of the above, please call Supplier Services at (206) 940-0305.

<< Return

Submit Response

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

E-Bid Response Details

Agency Name City of Port St. Lucie, Procurement Management Department

Bid Number EBID-20180218-0-2018/er

Bid Name **Sculpture on Lawn at City Hall Temporary Art Installation**

Bid Due Date 1/9/2019 2:00:00 PM Eastern time

Bid Opening 100 days, 1 hour, 6 minutes, 46 seconds

Response # 15104

Results Your bid response is submitted.

<< Return

Post Submission Edits

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

Bid Identifier	Agency Name	Bid Status	Broadcast	Date Due ▼	Name	Status	Actions
EBID-20190077-0-2019/HF	City of Port St. Lucie, Procurement Management Department	Active	4/25/2019	5/31/2019	Purchase Breaching “Backpack” Kits, Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded	Incomplete	Details, Bid, History

Contact Information

[EDIT](#)

Company Name Sample DBE Company
Address 1 509 Olive Way
Address 2
City Seattle
State Washington
Postal Code 98101
Phone 2063739233
Fax 2063739233
Country United States of America
Bid Amount \$0.00
Alternate Bid Amount
Notes



Agency Required Documents

[EDIT](#)

1. Bid Reply (Electronic/Online) ✓



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

Document Types	Bidding Documents - Exhibits Pricing Bid Bond
File Formats	Adobe Acrobat (*.PDF) Microsoft Excel (*.XLS) Microsoft Excel (*.XLSX) Microsoft PowerPoint (*.PPTX) Microsoft PowerPoint (*.PPT) ZIP Compressed Archive (*.ZIP)

- 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.
