

**Request for Proposals (RFP) for
City of Chicago Municipal Electricity Supply,
including Renewable Generation**

Specification No. 1209143



Mayor Lori E. Lightfoot

Issued by:
**City of Chicago Department of Assets, Information and Services
Commissioner David Reynolds**

Issued on:
September 4, 2020

RFP Responses Due:
No Later Than 4 p.m. CT on November 6, 2020

All responses must be addressed and delivered to:
**City of Chicago, Department of Assets, Information and Services
Gary S. Bell
30 N. LaSalle St., Suite 300
Chicago, Illinois 60602**

Table of Contents

1	Project Description.....	3
2	RFP Response - Proposal Submittal Process	5
3	Proposal Submission Requirements	6
4	Proposal Evaluation and Post-Selection Process	8
5	Additional RFP Terms and Conditions.....	12
6	Reserved Rights & Disclaimer	22
7	Definitions	24
	EXHIBIT A: SCOPE OF SERVICES.....	27
	EXHIBIT B: ELECTRICITY SUPPLY VOLUMES & MINIMUM RENEWABLE GENERATION REQUIREMENTS	28
	EXHIBIT C: LIST OF ELECTRICITY ACCOUNTS	30
	EXHIBIT D: PROPOSAL CONTENT REQUIREMENTS	31
	Section 1 – General Information.....	31
	Section 2 – Qualifications and Experience.....	32
	Section 3 –Approach	34
	Section 4 – Administrative Submittals.....	35
	EXHIBIT E: ELECTRICITY SALES AGREEMENT	39
	EXHIBIT F: CONTRACT INSURANCE REQUIREMENTS	40
	EXHIBIT G: SPECIAL CONDITIONS REGARDING MBE/WBE COMMITMENT AND MBE/WBE COMPLIANCE PLAN.....	44
	FORM 1: RFP RESPONSE CHECKLIST	81
	FORM 2: PROPOSAL COVER LETTER TEMPLATE	83
	FORM 3: RFP RESPONDENT TEAM INFORMATION	85
	FORM 4: RELEVANT EXPERIENCE AND REFERENCES	87
	FORM 5: PRICING FORM	88
	FORM 6: LOCAL AND EQUITABLE CO-BENEFITS APPROACH INFORMATION.....	89
	FORM 7: ECONOMIC DISCLOSURE STATEMENT	91

1 Project Description

Some capitalized terms used in this document are defined in Section 7 – Definitions.

1.1 Introduction

On behalf of the City of Chicago (“City”), the Department of Assets, Information and Services (“AIS”) is seeking an Electricity Sales Agreement (“ESA”) with an electricity supplier to meet the City’s municipal electricity requirements and renewable electricity generation goals.

The City will evaluate and rank the submissions (“Proposals”) received in response to this Request for Proposals (“RFP”) based on the criteria and process outlined in this RFP. The top-ranked respondent (“Selected Respondent”) will negotiate, and ultimately execute, an ESA with the City and become the City’s electricity supplier (“Supplier”), as described herein.

1.2 Overview of Opportunity

This RFP builds on the City of Chicago Municipal Electricity Supply, including Renewable Generation Resources Request for Information (“RFI”), issued April 3, 2019. Submissions received for that RFI provided valuable input that informed this RFP. Through this RFP, the City of Chicago is seeking proposals that a) meet the City’s current and future electricity supply needs, and b) allow the City to achieve its goal of sourcing 100% of its municipal electricity requirements from renewable generation sources by January 1, 2025.

The City welcomes proposals from any entity interested in submitting a proposal that meets the requirements described herein; proposers need not have submitted a response to the earlier RFI to submit a proposal for this RFP.

This RFP includes an Electricity Supply Agreement (“ESA”), which the City proposes to use for its purchase of electricity supply at the conclusion of this RFP process. The ESA is a retail supply agreement whereby the selected Alternative Retail Electric Supplier (“ARES”) will serve the full needs of the City’s listed electricity accounts for the ESA’s term.

The City is aware that many firms that are not Illinois Commerce Commission (“ICC”) certified alternative retail electric suppliers (“ARES”) have significant expertise developing renewable generation facilities and may be interested in responding to this RFP and assisting the City in meeting its renewable energy goals. The City encourages these firms to partner with an ARES and submit a responsive proposal for this RFP.

1.3 Project Goals and Objectives

At the conclusion of the RFP process, the City intends to:

- Execute an Electricity Supply Agreement (“ESA” or “Contract” or “Agreement”) with the selected Respondent that provides a competitively priced, full requirements electricity supply to power the City of Chicago’s operations beginning January 1, 2022 and continuing for an initial term of five years. This term may be extended at the City’s discretion according to the terms of the ESA and this RFP.
- Identify a selected Respondent to provide electricity generated from renewable generation sources that meets the requirements (for type, quantity, and term) specified in this RFP. This includes establishing a path for the City to meet its commitment to 100% renewable generation by 2025 for municipal electricity requirements.
- Provide an “on-ramp” that would allow City sister agencies or other entities of local government to negotiate supply contracts with the selected Respondent using the executed ESA as a framework.
- Establish tangible investments and strategies that directly support the City in meeting its goal of an equitable clean energy transition as outlined in City Council [Resolution 2019-157](#). The equitable transition will require the City to facilitate the building blocks of a local green economy, including 1) renewable energy generation within (or in close proximity to) City boundaries, 2) prevailing-wage jobs and career pathways for historically disadvantaged communities, 3) expanded renewable energy generation access to historically disadvantaged communities, 4) reducing the harm that [cumulative air quality burdens](#) cause to communities on the South and West sides of Chicago, 5) reducing the energy cost burden on under-resourced households, and 6) establishing rigorous community engagement to determine the best principles of a just transition (such as providing ample time for community input in renewable energy project siting).
- Procure a safe and reliable electricity supply that is sensitive to the City’s budgetary constraints (in terms of overall cost and cost predictability), without creating significant administrative burden on the City.

1.4 Procurement Timeline

AIS anticipates the below schedule for procuring and executing the Electricity Sales Agreement:

RFP Schedule Description	Date*
RFP Issued	September 4, 2020
Pre-Proposal Webinar	September 10, 2020

Request for Clarification Deadline	September 21, 2020
City Responses to Requests for Clarification	October 6, 2020
Proposal Due Date	November 6, 2020
Respondent Interviews (if held)	Mid November, 2020
Selection of Selected Respondent	December 11, 2020
Contract Awarded	January 8, 2020
*All RFP schedule descriptions and dates are tentative and subject to change.	

1.5 AIS Background Information

AIS is an executive department of the City of Chicago. AIS was formed in 2020 after City Council approved the consolidation of the former Department of Fleet and Facility Management and the Department of Innovation and Technology. AIS supports the operations of other City departments by providing high-quality, cost-effective services. One of these services is energy procurement and management. The AIS Commissioner is authorized by the Chicago Municipal Code to procure and contract for electricity supply.

2 RFP Response - Proposal Submittal Process

2.1 Pre-Proposal Webinar

A pre-proposal webinar will be held on:

September 10, 2020 at 12 PM CT

To receive webinar details rsvp to electricitysupply@cityofchicago.org.

AIS invites all interested parties to attend. The purpose of the webinar is to answer questions and clarify procurement provisions.

2.2 Proposal Submission Instructions

2.2.1 Number of Copies

Submit your proposal (in the format described below in [Section 3.1](#)), and one (1) redacted (see Section 5.8) (labeled redacted) and email to electricitysupply@cityofchicago.org. **The time stamp will be the date / time of your email submission as determined by the City of Chicago's email server.**

All documents that require a signature must include the Authorized Respondent's written signature.

2.2.2 Submission Address

Proposals must be delivered to the following email address:
electricitysupply@cityofchicago.org to the attention of:

City of Chicago, Department of Assets, Information and Services
Attention: Gary S. Bell, Contracts Administrator

2.2.3 Submission Labeling

Proposal Email must include in the Subject Line:

“City of Chicago Municipal Electricity Supply, including Renewable Generation Request for Proposals”

The email should also indicate the name and contact information for the Respondent, and a list of the attachments.

2.2.4 Submission Deadline Rules

- Proposals must be received by AIS no later than 4 p.m. Central Time on the Proposal Due Date. **The time stamp will be the date / time of your email submission as determined by the City of Chicago’s email server.**
- The determination of whether Proposals were received on time will be based on the City of Chicago’s email server. The Respondent is solely responsible for ensuring the receipt of this email receipt confirmation.
- All Proposals received after the proposal due date and time will be rejected and will not be evaluated.
- AIS’s opening of Respondents’ Proposal does not constitute AIS’s acceptance of the Proposal such as, for example, if the Proposal was received after the due date and time. AIS reserves the right to open and inspect all Proposals for any purpose, regardless of their submission date and time.

3 Proposal Submission Requirements

Proposals submitted in response to this RFP must provide sufficient information for thorough evaluation and competitive ranking based on the RFP evaluation criteria described in Section 4. The necessary information, format, and organization for submissions are summarized in this Section 3 and further described in RFP Exhibit D.

3.1 Proposal Format Requirements

Proposals must conform to the following requirements to be eligible for consideration:

- Font size must be no smaller than 11-point, on 8½" X 11" letter-size paper, printed double-sided, and bound on the long side.

- The Respondent must limit the number of pages for each Proposal subsection to those shown below in Section 3.2.2. A “page” refers to one side of one piece of paper. AIS will disregard pages that exceed the page limitations. Blank pages for spacing or separation marked “this page intentionally blank” will not count toward the page limit.
- Electronic copies should be provided in a searchable, text-recognized PDF format created from word processing software. Scanned pages are unacceptable.

3.2 Proposal Organization

Proposals must contain all the information described in this Section. All forms must be completed in full.

3.2.1 Proposal Organization

Proposals must be clearly divided into the sections listed below. The content required for each Proposal section is itemized below in Section 3.2.2 and detailed in Exhibit D. Each section and subsection should be clearly identified and separated by labeled tabs or cover pages.

- Section 1: General Information
- Section 2: Qualifications and Experience
- Section 3: Project Approach
- Section 4: Administrative Submittals

3.2.2 Required Content

Each Proposal must include all submittals outlined in the table below. Further information for each submittal requirement is provided in Exhibit D. Maximum page limits refer to a single-sided page.

Section 1 – General Information			
<i>Subsection</i>	<i>Submittal</i>	<i>Page Limit</i>	<i>Cross-Reference</i>
Part A	Proposal Cover Letter (Form 2)	1 page	Exhibit D– Section 1.1
Part B	Executive Summary	1 page	Exhibit D– Section 1.2
Part C	Respondent Team Information (Form 3)	N/A	Exhibit D– Section 1.3
Part D	Management Structure	1 page plus 1 page org chart	Exhibit D– Section 1.4
Section 2 – Qualifications and Experience			
<i>Subsection</i>	<i>Submittal</i>	<i>Limit</i>	<i>Cross- Reference</i>
Part A	Relevant Experience (Form 4)	3 projects – 1 page per	Exhibit D– Section 2.1.1
	Reference Summary (Form 4)	Form 4	Exhibit D– Section 2.1.2

Part B	Key Personnel Bios	3 pages	Exhibit D– Section 2.2.1
Part C	Financial Capability	N/A	Exhibit D– Section 2.3
Section 3 –Approach			
<i>Subsection</i>	<i>Submittal</i>	<i>Page Limit</i>	<i>Cross- Reference</i>
Part A	Overall Delivery Approach	1 page	Exhibit D – Section 3.1
Part B	Technical Approach	3 pages	Exhibit D – Section 3.2
Part C	Local and Equitable Co-Benefits	5 pages	Exhibit D – Section 3.3
Part D	Pricing Proposal and Supply Plan (Form 5)	Form 5	Exhibit D – Section 3.4
Section 4 – Administrative Submittals			
<i>Subsection</i>	<i>Submittal</i>	<i>Page Limit</i>	<i>Cross- Reference</i>
Part A	Proposal Checklist (Form 1)	N/A	Exhibit D – Section 4.1
Part B	Confidential Content Index	1 page	Exhibit D – Section 4.2
Part C	Legal Stipulations	N/A	Exhibit D – Section 4.3
Part D	Conflicts of Interest	N/A	Exhibit D – Section 4.4
Part E	Insurance	N/A	Exhibit D – Section 4.5
Part F	Exceptions to RFP	N/A	Exhibit D – Section 4.6
Part G	EDS - Economic Disclosure Form(s) (Form 7)	N/A	Exhibit D – Section 4.7
Part H	Ability to Meet MBE/WBE Compliance Plan	N/A	Exhibit D- Section 4.8; Exhibit H

4 Proposal Evaluation and Post-Selection Process

4.1 Responsiveness Evaluation

Upon receipt, each Proposal will be reviewed for conformance to the RFP instructions regarding organization, format, and required content. Proposals that are missing information such that a full evaluation cannot occur will be deemed non-responsive and ineligible for further consideration.

4.1.1 Right to Exclude Proposals from Consideration or to Waive Mistakes

The City will also exclude from consideration any Proposal that is not responsive to this RFP or contains material or informational misrepresentations.

Additionally, any one or more of the following may be considered sufficient cause to reject a Respondent’s Proposal, regardless of the strength of the Respondent’s other qualifications. Note that this list is not exhaustive, and the City reserves the right to reject any Proposal for any reason, at its discretion:

- Evidence of collusion among Respondents;
- Non-responsibility, as determined by the City in its sole judgment and discretion

- Default or arrearage on any contract or obligation with the City or other government entity, including debt contracts, as surety or otherwise;
- Submission of a Proposal that is incomplete, conditional, ambiguous, or containing alterations or irregularities of any kind;
- Evidence of improper lobbying efforts toward members of the City Council or City officers or employees;
- Failure to comply with this RFP’s terms and conditions.

The City reserves the right to waive minor informalities, irregularities, and apparent clerical mistakes that are unrelated to the substantive Proposal content.

4.2 Evaluation

Proposals deemed responsive pursuant to the review in Section 4.1 will be evaluated according to the evaluation criteria described in this Section 4.2. The following table provides a summary of the evaluation categories and approaches.

Category	Evaluation Approach
Qualifications and Experience	Each proposal meeting minimum qualification and experience expectations will be fully evaluated. (this category is not a component of evaluation scoring)
Delivery Approach	Each proposal meeting minimum delivery approach expectations will be fully evaluated. Proposals with a viable path to incorporating New Build Renewable Generation on an accelerated schedule, or in greater volumes than shown in Exhibit B, will be considered favorably (this category accounts for 1/3 of evaluation scoring).
Local and Equitable Co-benefits	Proposals with a viable path to delivering local and equitable co-benefits will be considered favorably (this category accounts for 1/3 of evaluation scoring).
Pricing and Supply Plan	Pricing will account for 1/3 of evaluation scoring.

4.2.1 Qualifications and Experience

AIS will evaluate the Respondent’s experience successfully delivering energy supplies in manners of similar scope and complexity as described in this RFP based on these factors:

- The extent and depth of the Respondent’s experience with comparable electricity supply contracts;
- The extent and depth of experience of the Respondent’s project management team and Key Personnel with comparable contracts;
- The demonstrated capability and experience of the Respondent’s project management team and Key Personnel in integrating new renewable energy projects into electricity sales agreements;
- The Respondent’s demonstrated financial capability for delivering the electricity supply described in this RFP.

4.2.2 Delivery Approach

Proposals will be evaluated based on the Respondent’s approach for delivering the City of Chicago Municipal Electricity Supply, including Renewable Generation, based on the following:

- The extent to which Respondent’s approach demonstrates a full and thoughtful understanding of the Project goals and objectives outlined in Section 1.3;
- The extent to which the Respondent’s contracting approach demonstrates an understanding of the inherent challenges and risks of meeting the City’s desired New Build Renewable Generation requirements, with specific attention on the assignability of any power purchase agreement (“PPA”) incorporated in Respondent’s Supply Plan;
- The extent to which the Respondent’s proposal addresses the requirement for 100% renewable energy generation no later than January 1, 2025;
- The extent to which the Respondent’s proposal will allow the City to exceed the minimum Qualifying Renewable Generation and minimum New Build Renewable Generation quantities specified in Exhibit A of this RFP.

4.2.3 Local and Equitable Co-benefits

Projects that provide opportunities for Chicago residents of diverse backgrounds to meaningfully participate in, and benefit from, the low-carbon economy will be favorably considered. Proposals will be evaluated based on the extent to which:

- The Respondent’s approach demonstrates a full and thoughtful understanding of the City’s ESA equity and co-benefits goals;
- The underlying New Build Renewable Generation maximizes community and societal benefits within Chicago, or in close enough proximity to the City such that Chicago’s residents share a substantial portion of the community and societal benefits;
- The Respondent’s proposed solution delivers local economic benefits through job creation, local government revenue, and local landowner revenue within Chicago or in close enough proximity to the City such that

Chicago's residents and economy share a substantial portion of the local economic benefits;

- The Respondent's organization and New Build Renewable Generation partners include women and minority representation within its ownership, leadership teams, and senior management;
- The Respondent's proposal promotes community investment in Chicago for outcomes such as clean energy access, reduced energy burdens, pollution remediation, sustainability and resilience projects in under-resourced neighborhoods, and clean energy education and workforce development.

4.2.4 Pricing

Proposals will be evaluated based on a quantitative assessment of pricing provided for the term specified in this RFP.

4.2.5 Additional Considerations

- Exceptions taken to RFP requirements;
- Ability to meet MBE/WBE Participation Plan;
- Economic disclosure statement(s) properly completed and submitted.

4.3 Requests for Additional Information

The City may, at any time after receipt of Proposals, request from specific Respondents additional information, clarification, verification, or certification of any aspect of its Proposal. Such requests will be in writing to Respondent's designated representative. Respondents must respond to any such requests within two business days (or within the timeframe specified by AIS in its letter) from receipt of the request. Upon receipt of the Respondent's additional information, their Proposal may be re-evaluated based on the additional information.

4.4 Requests for Proposal Revisions

The City may, at any time after receipt of Proposals, determine that it is appropriate to request changes to the Proposals ("Proposal Revisions"). The written request for Proposal Revisions will be sent to all Respondents and will identify any RFP revisions, the revised terms and conditions, and the new time and date for response. If Proposal Revisions are requested, the term "Proposal," as used in the RFP, will mean the original Proposal *as modified by the Proposal Revision*. Each Respondent may decide whether or not to deliver the requested Proposal Revisions. Upon receipt of Proposal Revisions, the City will re-evaluate the revised Proposals and update scoring as appropriate.

4.5 Interviews with RFP Respondents

After the Evaluation Committee ("EC's") preliminary Proposal reviews, AIS may invite one or more RFP Respondents to participate in Respondent interviews. The interviews' purpose will be to further understand the Respondent's Proposal as it

relates to the City's needs and to meet key Respondents Team Members. AIS may request clarification of a Respondent's Proposal during the interview, and AIS will treat these clarifications in the same manner as that for written clarifications provided in accordance with RFP Section 4.3. Proposal evaluations may be informed or adjusted based on information received in the Respondent's interview process.

Note that AIS has no obligation to conduct Respondent interviews. No statement, consent, waiver, acceptance, approval, or anything said or done in any interview by the City (or any of their respective representatives or employees) will have the effect of amending or waiving any RFP provision or be binding on the City. Only a formal Addendum to this RFP can change the provisions described in this document.

4.6 Proposal Evaluation

AIS anticipates using an Evaluation Committee to review and evaluate Proposals in accordance with the criteria described in Section 4.2. The EC may include representatives of AIS and the City, as well as technical advisors. AIS reserves the right to enlist independent consultants to assist in evaluating any portion of the Proposals.

After the EC completes its evaluation and finalizes its Respondent rankings, the EC may submit to the AIS Commissioner (the "Commissioner") its recommendation to move the highest scored Respondent(s) to the next procurement phase.

4.7 Post-Selection Process

4.7.1 Contract Award

The Selected Respondent will be expected to execute an ESA with the City.

If the City determines that it is unable to reach mutually acceptable Contract terms with the Selected Respondent, the City may decide not to award a Contract to the Selected Respondent and can notify the next highest-ranked Respondent(s). This process may repeat until the City awards a Contract that meets its needs or determines that no Contract will be awarded pursuant to the RFP.

5 Additional RFP Terms and Conditions

5.1 Proposal Submission Rules

Respondents are required to conduct the preparation of their Proposals with professional integrity. Respondents must communicate only with AIS in connection with this procurement. All questions must be submitted in writing as a request for clarification as per Section 5.4 and sent to the AIS RFP Contact Person identified in Section 5.3. No telephone calls will be accepted.

Respondents are responsible for all errors and omissions incurred by Respondents in preparing the Proposal. Respondents will not be allowed to alter their Proposal documents after the Proposal Due Date unless approved by AIS in writing.

5.2 Respondent Representative

Each Respondent shall be represented by a duly appointed and authorized representative (“Respondent Representative” or “Representative”) for the purpose of submitting the Respondent’s Proposal; and later, if invited, to participate in the Contract negotiation process. The Respondent Representative shall have the power and authority to bind all members of the Respondent’s team for the purposes of this RFP.

5.3 AIS RFP Contact Person

During the entire Project procurement period, commencing with the issuance of this RFP and up to the final award of contract, there can be no direct communications between Respondents and employees of the City other than the designated Contact Person for this RFP. All questions or requests for clarification must be submitted in accordance with Section 5.4 of this RFP. A Respondent that deviates from any of these requirements is subject to immediate disqualification from this RFP process.

The designated Contact Person for the RFP process is:

Gary Bell

electricitysupply@cityofchicago.org

City of Chicago, Department of Assets, Information and Services

30 N. LaSalle St., Suite 300

Chicago, Illinois 60602

5.4 Respondent Request for Clarification

Any Respondent that has questions as to the meaning of any part of this RFP or the Project, or who believes that the RFP contains any error, inconsistency or omission, must submit its question or concern in a written Request for Clarification (“RFC”), by email to the Contact Person at electricitysupply@cityofchicago.org

RFCs must be received no later than the Request for Clarification deadline; see Section 1.4. RFCs submitted to anyone other than the Contact Person, or by any other means other than e-mail will not be answered.

RFCs may be responded to by the City, at its discretion. The City reserves the right to respond to RFCs submitted after the deadlines set in this RFP, if such response is

deemed by the City necessary; however, the City strongly discourages Respondents from submitting any RFCs past the stated deadline.

Respondents must clearly label any RFC it deems confidential and/or proprietary as such. At its discretion, AIS may provide any or all RFCs, without expressly identifying the originator, along with AIS's responses, to all Respondents.

AIS may rephrase questions as it deems appropriate and may consolidate similar questions. AIS will post any responses on its website. Some RFCs may be answered by an RFP Addendum, as outlined in Section 5.5.

Responses to RFCs are not part of the RFP and will not have the effect of amending the RFP. Only responses that end up being incorporated as an Addendum to the RFP will modify or amend the RFP. To reiterate, AIS clarifications or responses to RFCs will have no force or effect whatsoever and shall not be relied upon by any Respondent. Any oral or written response (other than those addressed by Addenda) provided by AIS or its representatives in connection with the RFP will not be binding on the City, nor will it change, modify, amend or waive the requirements of the RFP in any way.

It is the Respondent's obligation to seek clarification from AIS on any matter it considers to be unclear in accordance with this RFP. AIS is not responsible for any misunderstanding by the Respondent regarding the RFP, supporting or background information, responses to RFCs, or any other type of information provided, or communication made, by AIS.

5.5 Addenda

If it becomes necessary to revise or expand upon any part of this RFP, addenda will be issued and emailed to Respondents who RSVP to the pre-proposal webinar. Each addendum will also be incorporated as part of the RFP documents. Failure to acknowledge addenda when submitting the Proposal will render the Proposal non-responsive. Any harm to the Respondent resulting from failure to obtain all necessary documents such as addenda, for whatever cause, will not be valid grounds for a protest against award(s) made under this RFP solicitation.

5.6 Respondent Team Members Participating on More Than One Team

5.6.1 Prime Team Members

A Prime Team Member of any Proposal, or any Person related thereto, may not be a member in any capacity or otherwise participate in any other Proposal.

5.6.2 MBE and or WBE Team Members

This RFP does not prohibit MBE or WBE team members of one Proposal from also being a member of another Proposal, provided that it is not listed as Prime Team Member in any Proposal.

5.6.3 Key Personnel

An individual identified as Key Personnel by any Proposal may not be involved in the submission of more than one Proposal.

5.7 Use of Information

AIS and its representatives make no representations or warranties, and there are no representations, warranties or conditions, either express or implied, statutory or otherwise, in fact or in law, with respect to the accuracy or completeness of this RFP or any Addenda, appendices, data, materials, background information or documents related thereto, and AIS and its representatives will not be responsible for any claim, action, cost, loss, damage or liability whatsoever arising from any Respondent's reliance on or use of this RFP or any other technical or historical addenda, appendices, data, materials, background information or documents provided, delivered or made available by AIS or its representatives.

5.8 Transparency Website; Trade Secrets

Consistent with the City's practice of making available all information submitted in response to a public procurement, all Proposals, any information and documentation contained therein, any additional information or documentation submitted to the City as part of this solicitation, and any information or documentation presented to City as part of negotiation of a contract or other agreement may be made publicly available through the City's websites. However, Respondents may designate those portions of a Proposal which contain trade secrets or other proprietary data ("Data") which Respondent desires remain confidential.

To designate portions of a Proposal as confidential, Respondent must:

- Mark the cover page as follows: "This RFP proposal includes trade secrets or other proprietary data."
- Mark each sheet or Data to be restricted with the following legend: "Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Proposal."
- Provide a redacted copy of the entire Proposal or submission in .pdf format for posting on the City's website. Respondent is responsible for properly and adequately redacting any data which Respondent desires remain confidential. If entire pages or sections are removed, they must be represented by a page

indicating that the page or section has been redacted. Failure to provide a redacted copy may result in the posting of an un-redacted copy.

- Provide a written explanation of the basis under which each redacted item has been deemed confidential, making reference to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*).

Indiscriminate labeling of material as "Confidential" may be grounds for deeming a Proposal as non-responsive.

All Proposals submitted to the City are subject to the Freedom of Information Act. The City will make the final determination as to whether information, even if marked "confidential," will be disclosed pursuant to a request under the Freedom of Information Act or valid subpoena. Respondent agrees not to pursue any cause of action against the City with regard to disclosure of information.

5.9 **No Responsibility for Costs**

The City is not responsible for costs or damages incurred by Respondents, member(s), partners, subcontractors or other interested parties in connection with the RFP process, including, but not limited to, costs associated with preparing the Proposal and of participating in any conferences, site visits, oral presentations or negotiations.

5.10 **Taxes Included in Proposal Prices**

With few exceptions, materials purchased by the City of Chicago are not subject to the Federal Excise Tax. The Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the City of Chicago.

Respondents shall include all other applicable federal, state, and local taxes, direct or indirect, in their Proposal Prices.

5.11 **Protests**

The Respondent shall submit any protests or claims regarding this solicitation to the Commissioner. A pre-Proposal protest must be filed no later than the five (5) City working days before the Proposal Due Date, a pre-award protest must be filed no later than 10 City working days after the Proposal Due Date, and a post-award protest must be filed no later than 10 City working days after the award of the contract.

Protests will be decided by the Commissioner. All protests or claims must set forth the name and address of the protester, the name of the RFP the grounds for the

protest or claim, and the course of action that the protesting party desires that the Commissioner take.

The Commissioner will follow the City of Chicago Department of Procurement Services' Solicitation and Contracting Process Protest Procedures ("Procedures"), available at:

<https://www.cityofchicago.org/content/dam/city/depts/dol/rulesandregs/SolicitationandContractingProtestProcedures.pdf>.

5.12 Communications Among Respondents

A Respondent shall not discuss or communicate, directly or indirectly, with any other Respondent, any information whatsoever regarding the preparation of its own Proposal or the Proposal of the other Respondent in a fashion that would contravene Applicable Law. Each Respondent shall prepare and submit its Proposal independently and without any connection, knowledge, comparison of information, agreement or arrangement, direct or indirect, with any other Respondent. This applies to Respondents, their Team Members, and their respective representatives.

5.13 Prohibition on Certain Contributions – Mayoral Exec. Order No. 2011-4

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Design-Builder's subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Design-Builder, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Contract, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the CPO may reject Design-Builder's Proposal.

For purposes of this provision:

"Other Contract" means any agreement entered into between the Contractor and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in MCC Ch. 2-156, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

5.14 False Statements

(a) 1-21-010 False Statements

Any Person who knowingly makes a false statement of material fact to the City in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an application, report, affidavit,

oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement or affidavit, is liable to the City for a civil penalty of not less than \$500.00 and not more than \$1,000.00, plus up to three times the amount of damages which the City sustains because of the person's violation of this section. A person who violates this section shall also be liable for the City's litigation and collection costs and attorney's fees. The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 12-15-04, p. 39915, § 1)

(b) 1-21-020 Aiding and Abetting.

Any person who aids, abets, incites, compels or coerces the doing of any act prohibited by this chapter shall be liable to the City for the same penalties for the violation. (Added Coun. J. 12-15-04, p. 39915, § 1)

(c) 1-21-030 Enforcement.

In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings. (Added Coun. J. 12-15-04, p. 39915, § 1)

5.15 Title VI Solicitation Notice

The City in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

5.16 Conflict of Interest

If any Respondent (or any partner in a joint venture or partnership or any member of the limited liability company if the Respondent is a joint venture, partnership, LLP, or LLC) has assisted the City in the preparation of these RFP documents such that provision of such assistance would give Respondent an unfair advantage or otherwise impair the integrity of the procurement process, or if Respondent has an organizational conflict of interest that might compromise Respondent's ability to perform the contract, that Respondent may be disqualified from submitting a proposal. If applicable, Respondent must provide a statement and information disclosing its participation with respect to the RFP documents and/or potential organizational conflicts of interest.

Issues relating to conflicts or potential conflicts of interest will be considered on a case-by-case basis. If a Respondent has concerns regarding its potential conflicts of interest relative to this RFP, the Respondent may send a letter addressed to the RFP

Primary Contact Person and the Commissioner, detailing the basis for its concern, and seeking guidance on this issue, based on its circumstances. The City will make every effort to respond in a timely fashion.

5.17 Interpretation

In this RFP, words in the singular include the plural and vice-versa and; words in one gender include all genders, all references to dollar amounts are to the lawful currency of the United States of America, and the words “include”, “includes” or “including” means “include without limitation”, “includes without limitation” and “including without limitation”, respectively, and the words following “include”, “includes” or “including” will not be considered to set forth an exhaustive list.

Unless a contrary meaning is specifically noted elsewhere, the words “as required,” “as directed,” “as permitted” and similar words used in the RFP mean that requirements, directions of and permission of the City are intended; similarly, the words “approved,” “acceptable,” “satisfactory” or words of like import mean “approved by,” “acceptable to” or “satisfactory to” the City. Words “necessary,” “proper” or words of like import as used with respect to extent, conduct or character of Services specified shall mean that the Services must be conducted in a manner or be of character which is “necessary” or “proper” in the opinion of the City.

Any headings in this RFP are for convenience of reference only and do not define, limit, control or affect the meaning of the RFP provisions. In this RFP, unless the context otherwise requires, the terms “hereby,” “herein,” “hereof,” “hereto,” “hereunder” and any similar terms used in this RFP refer to this RFP. All section references, unless otherwise expressly indicated, are to sections of this RFP. All references to any Attachment or Exhibit or Addendum or document shall be deemed to include all supplements and/or amendments to any such documents. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this RFP.

Unless explicitly otherwise stated herein, all references in this RFP to AIS’s “discretion” means AIS’s unqualified subjective discretion and all references to the AIS’s “judgment” means AIS’s unqualified subjective judgment.

5.18 State of Illinois Equal Employment Opportunity Clause

City Contractors are subject to the requirements of 44 Ill. Admin. Code 750 Appendix A, including the requirement to hire new employees in a way that minorities and women are not underutilized. Appendix A provides as follows:

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Respondent's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the Design-Builder may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Design-Builder agrees as follows:

- 1) That he, she, or they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he, she, or they will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if he, she, or they hires additional employees to perform this contract or any portion of this contract, he, she, or they will determine the availability (in accordance with this Part) of minorities and women in the areas from which he, she, or they may reasonably recruit and he, she, or they will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he, she, or they will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- 4) That he, she, or they will send to each labor organization or representative of workers with which he, she, or they has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Design-Builder's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the Design-Builder in his or her efforts to comply with the Act and this Part, the Design-Builder will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

5) That he, she, or they will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects, comply with the Act and this Part.

6) That he, she, or they will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

7) That he, she, or they will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Design-Builder will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Design-Builder will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

5.19 Property of Submissions

Proposals will become the property of the City and will not be returned to the Respondent.

6 Reserved Rights & Disclaimer

6.1 City Reserved Rights

The City may investigate the qualifications and Proposal of any Respondent under consideration, may require confirmation of information furnished by a Respondent and may require additional evidence of qualifications to perform obligations under the Contract. The City reserves the right, in its discretion, to:

- a) Reject any or all of the Proposals;
- b) Modify any dates set or projected in the RFP and extend any deadlines;
- c) Cancel, modify or withdraw the RFP in whole or in part;
- d) Terminate this procurement and commence a new procurement for part or all of the ESA;
- e) Terminate evaluations of Proposals received at any time, in its discretion;
- f) Suspend, discontinue or terminate negotiations of the Contract at any time, elect not to commence negotiations of the Contract with any responding

- Respondent and engage in negotiations with other than the highest ranked Respondent;
- g) Modify the procurement process (with appropriate notice to Respondents);
 - h) Waive or permit corrections to data submitted with any response to the RFP until such time as AIS and the City declares in writing that a particular stage or phase of its review of the responses to the RFP has been completed and closed;
 - i) Permit submittal of addenda and supplements to data previously provided in a Proposal pursuant to a request for clarification issued by the City until the City declares that a particular stage or phase of its review of the responses to the RFP has been completed and closed;
 - j) Appoint evaluation committees to review Proposals, make recommendations and seek the assistance of outside technical experts and consultants in Proposal evaluation;
 - k) Disclose information contained in a Proposal to the public as described herein;
 - l) Waive deficiencies, informalities, and irregularities in Proposals; accept, review, evaluate, and score a nonconforming Proposal, or a Proposal that did not pass the pass/fail criteria, or seek clarifications or modifications to a Proposal;
 - m) Not issue a notice to proceed after execution of the Contract;
 - n) Request or obtain additional information about any Proposal from any source;
 - o) Disqualify any Respondent that violates the terms of the RFP;
 - p) Issue Addenda, including after the Proposal Due Date, and including changes to conform the RFP to applicable legal requirements; and
 - q) Exercise any other right reserved or afforded to the City under the RFP and applicable law.

6.2 Disclaimer

The RFP does not commit the City to enter into a contract. The City assumes no obligations, responsibilities or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to the RFP. All such costs shall be borne solely by each Respondent and Respondent team.

In no event shall the City be bound by, or liable for, any obligations with respect to the ESA until such time (if at all) as the Contract, in form and substance is satisfactory to the City and has been authorized and executed by the City and, then, only to the extent set forth therein. In submitting a Proposal in response to the RFP, Respondent is specifically acknowledging these disclaimers.

7 Definitions

AIS: The City of Chicago Department of Assets, Information and Services (AIS).

Addenda/Addendum: Supplemental additions, deletions, and modifications to the provisions of the RFP after the RFP is released.

Agreement: Electricity Sales Agreement (also abbreviated as “ESA”) between the City and Contractor, including all associated Exhibits.

Alternative Retail Electric Supplier (“ARES”): An entity (other than an Illinois electric utility) that is permitted to sell electricity supply services to retail customers in Illinois. An ARES must be certified by the Illinois Commerce Commission (ICC). An ARES meets all of the requirements described in the Delivery Company’s Retail Supplier’s Electric Handbook available at:
<https://www.comed.com/customer-service/rates-pricing/retail-electricity-metering/Pages/res-resources.aspx>.

Authorized Respondent/Respondent Representative: Defined in Section 5.2

Business Day: Monday through Friday, excluding legal holidays (or City shut-down days) in accordance with the City of Chicago business calendar.

Calendar Day: One full day, including weekdays and weekends.

City: The City of Chicago.

Commissioner: The Commissioner of the City of Chicago Department of Assets, Information and Services (AIS).

Contact Person: The designated contact person for the RFP process shown in Section 5.3.

Delivery Company: The City’s local delivery company, Commonwealth Edison Company (“ComEd”) or any successor local delivery company that assumes delivery service responsibility from ComEd.

EC: Evaluation Committee(s).

Energy Sales Agreement (or “ESA”): The Agreement included in this document as Exhibit E.

Environmental Justice Communities: Will have the meaning set forth by the Illinois Power Agency and the IPA’s administrator for the Illinois Solar for All Program.

FEJA: The State of Illinois Future Energy Jobs Act, Public Act 99-0906.

Fixed Price: The all-inclusive price for full requirements stated in a then-effective Fixed Pricing Schedule. This price includes, but is not limited to: all charges for electricity commodity, distribution losses, ancillary charges, capacity charges, transmission service charges, PJM auction revenue rights, PJM marginal losses, renewable portfolio standard, and contractor margin.

FOIA: Freedom of Information Act (5 ILCS 140/1 *et seq.*).

Full Requirements: Delivery of all electricity commodity, capacity, ancillary services, and other services necessary to the Delivery Point to serve 100% of the purchased electricity supply needs of the City's List of Accounts.

Key Personnel: Defined in Exhibit A, Section 2.2.

Mayor: Mayor of the City of Chicago.

Minority Business Enterprise (MBE): A firm certified as a minority-owned business enterprise in accordance with City Ordinances and Regulations or a firm awarded certification as a minority-owned and controlled business by Cook County, Illinois.

New Build Renewable Generation: Qualifying Renewable Generation within PJM with a commercial online date no earlier than January 1, 2021.

PJM: A regional transmission organization that coordinates the movement of wholesale electricity including in the Illinois area where the Delivery Company operates.

Prime Team Member: Any team member meeting one or more of the following criteria: 1) the entity itself solely constitutes the Respondent, 2) the entity holds any direct equity interest in a Respondent, or 4) the entity is generally described as having responsibility for 30% or more of the anticipated cost to complete Contract delivery.

Proposal: Described in Section 1.1.

Proposal Due Date: The final date and time by which RFP response submissions to AIS will be accepted and evaluated. The Proposal Due Date is shown in Section 1.4.

Proposal Revision: Defined in Section 4.4.

Qualifying Renewable Generation: A project within PJM that meets the criteria as defined

in Green-e® Renewable Energy Standard for Canada and the United States, Section II ‘ELIGIBLE SOURCES OF SUPPLY’, which can be found at the following URL:
<https://www.green-e.org/docs/energy/Green-e%20Standard%20v3.4%20US.pdf>

RFC: Requests for Clarifications, as described in Section 5.4.

Respondent(s): The primary entity which submits a Proposal in response to this RFP and may include subcontractors or other team members.

RFP: This Request for Proposals, or “Project”, as described in Section 1.1.

Selected Respondent: The Respondent that the Selection Committee recommends to the Commissioner as the apparent best value and with whom an ESA should be negotiated.

SRECS/RECS: (Solar) Renewable Energy Credits

Supply Plan: The Respondent’s plan for meeting the Full Requirements electricity supply needs of the City, including Qualifying Renewable Generation, over the initial term of the ESA (and any commitments associated with Qualifying Renewable Generation that would extend beyond the initial term of the ESA). Each Respondent must include their Supply Plan in their Proposal and all associated costs in their Pricing Proposal (see Section 3.4).

Team Member: Any entity included as part of a Respondent’s Proposal.

Women Business Enterprise or WBE: A firm certified as a women-owned business enterprise in accordance with City Ordinances and Regulations, or a firm awarded certification as a women-owned business by Cook County, Illinois.

EXHIBIT A: SCOPE OF SERVICES

Required Services

At the conclusion of this RFP process, the City envisions executing an Agreement that covers all the accounts listed in Exhibit C, for a term beginning with the Delivery Company-determined January 2022 meter read dates and continuing through the date specified in the ESA.

The Selected Respondent must:

- Execute a comprehensive Supply Plan, as described in their Proposal, that provides for the full requirements electricity supply needs of all City accounts included in Exhibit C, priced in accordance with Respondent's price proposal (Form 5) and the Agreement.
- Include in their Supply Plan at least the minimum quantities of New Build Renewable Generation and total Qualifying Renewable Generation specified in Exhibit B in the timeframes indicated.
- Demonstrate how their proposed solution supports achieving the City's and this RFP's local and equitable co-benefit objectives.

Note: The City recognizes that some Respondents may require a term commitment from the City for New Build Renewable Generation that extends beyond the initial term of the ESA. This situation is discussed fully in Form 5, Part D.

The Selected Respondent will provide to the City monthly Excel reports containing sufficient detail regarding electricity usage and charges to the City to verify the accuracy of their invoices. The ESA describes these reports in detail. Timely payment of the Selected Respondent's invoices will depend on receipt of these reports.

During the Agreement's term, the Selected Respondent will provide indicative prices for On Peak and Off Peak load-following energy blocks when requested by the City. When requested by the City, the Selected Respondent will also provide executable quotes. The ESA includes the procedures governing such requests.

As described in the ESA, the City must retain the ability to add new accounts that come into service during the term and remove accounts that go out of service during the term. Historically, this activity has had a minimal impact on either the total number of City accounts or on the aggregate load, but some account addition and deletion has occurred every year (as should be expected for a portfolio this large).

The City retains the right to reduce consumption for its accounts through energy efficiency improvements over the Agreement's term. Any such plans will be communicated to the Supplier so that they may plan accordingly. No specific plans are known at this time.

The City retains the right to participate in a demand response program during the term, taking steps to lower demand when called upon to do so in the interest of lowering the kW and kWh of specific accounts.

The City of Chicago is subject to the Illinois Prompt Payment Act. Under this provision, payment terms for service are 60 days net. That said, the City has historically used best efforts to make payment sooner than required (typically within 30 days after complete, correct, and valid energy supply invoices are presented to the City).

Optional Services

Respondents may incorporate other features into a Proposal, including:

- Daily indicative energy quotes: If feasible, the City is interested in receiving scheduled daily indicative load-following energy quotes from the Selected Respondent. Proposers willing and able to provide this service should specify so in their Proposals.
- Supplier Consolidated Billing: The Respondent offers to acquire bill records for each account served through ComEd to allow the Selected Respondent to bill the City for ComEd distribution service charges for its accounts, and in turn, pay ComEd on the City’s behalf for the services. Though this is a feature of the City’s current electricity supply contract, the City is not making this a required service under this RFP. Respondents willing and able to offer this service should specify so in their Proposals and include any associated costs, or state that there are no associated costs for this service, in their pricing forms.
- Fixed Capacity Costs for the City’s Large Facility accounts: Capacity Charges associated with service to the City’s List 2 Small Facility accounts, and List 3 Lighting accounts are included in the Form 5, Part A and Part B Fixed Prices. Capacity Charges associated with service to the City’s List 1 Large Facility accounts are assumed to be at tariff rates and are included in the Pass-Through Charges on Form C, Part C. If Proposer is interested in providing Capacity Charges to the List 1 accounts at a specified rate, Respondent may specify this in their Supply Plan.

EXHIBIT B: ELECTRICITY SUPPLY VOLUMES & MINIMUM RENEWABLE GENERATION REQUIREMENTS

<u>By Date</u>	<u>Total Annual MWh</u>	<u>Minimum New Build Renewable Gen. %</u>	<u>Minimum Qualifying Renewable Gen. %</u>	<u>Min. New Build Renewable Gen. MWh</u>	<u>Other Qualifying Renewable Gen. MWh</u>	<u>Remaining MWh</u>
January 1, 2022	973,304	0%	0%	-	-	973,304
January 1, 2023	973,304	0%	20%	-	194,661	778,643

January 1, 2024	973,304	35%	70%	340,656	340,656	291,991
January 1, 2025	973,304	50%	100%	486,652	486,652	-
January 1, 2026	973,304	50%	100%	486,652	486,652	-
January 1, 2027	973,304	50%	100%	486,652	486,652	-
January 1, 2028	973,304	50%	100%	486,652	486,652	-

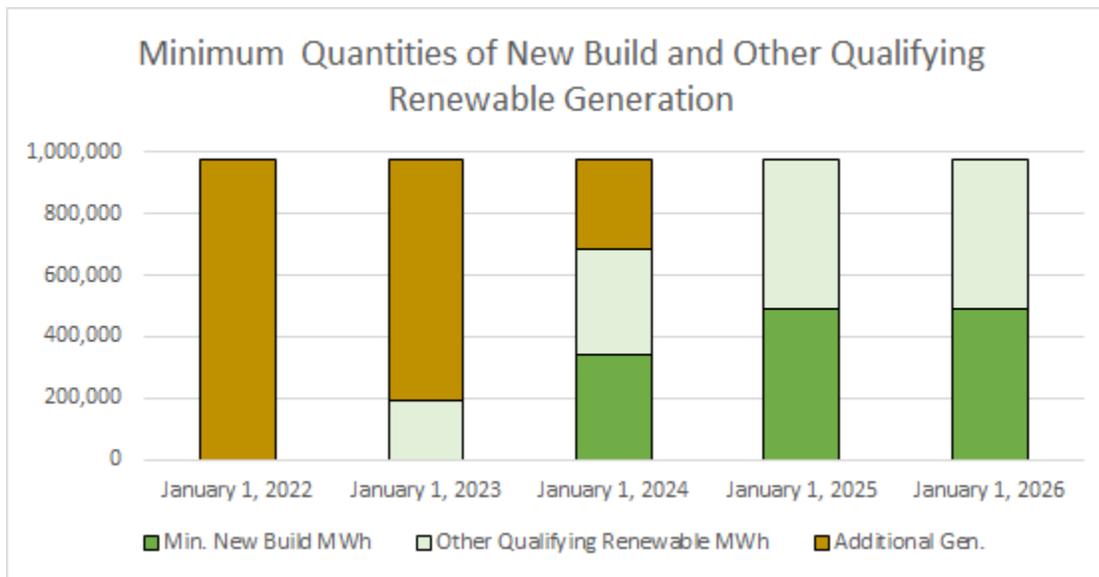


EXHIBIT C: LIST OF ELECTRICITY ACCOUNTS

Please send a request to electricitysupply@cityofchicago.org to receive an Excel file of the City's electricity accounts.

EXHIBIT D: PROPOSAL CONTENT REQUIREMENTS

Section 1 – General Information

Section 1 of the Proposal shall contain the following:

1.1 Part A – Proposal Cover Letter (Form 2)

Each Proposal must include a proposal cover letter using the template provided in Form 2. The Form 2 template must be duplicated and completed on the Respondent's company letterhead and signed by an individual with appropriate authority to bind the Respondent to the representations, statements, and commitments made within the RFP response.

For Respondents that are (or are expected to be) joint ventures, partnerships, limited liability companies, or other multi-member teams, the proposal cover letter must be appended with letters for each member (on their letterheads) that confirm that the representations, statements, and commitments made by the lead firm on its behalf are authorized, correct, and accurately represent the firm's role on the Respondent team.

1.2 Part B – Executive Summary – 1 Page Maximum

The Executive Summary must be written in a non-technical style and contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with the Respondent's qualifications and its ability to satisfy the ESA's requirements. The Executive Summary should include the following information:

- A brief statement of interest for supplying renewable energy to the City.
- A brief statement that demonstrates the Respondent's understanding of the RFP's intent, the ESA's scope of services, and the Respondent's approach to achieving the City's objectives.

1.3 Part C – RFP Respondent Team Information (Form 3)

Identify participants in Respondent's "Team." For example, if Respondent is a business entity that is comprised of more than one legal participant (e.g., Respondent is a general partnership, joint venture, etc.), then Respondent must identify or cause to be identified all participants involved, their respective ownership percentages, and summarize the role, degree of involvement, and experience of each participant separately.

If Respondent has a prime contractor/subcontractor relationship instead, this information regarding role, involvement and experience is also required for any subcontractor that is proposed to provide a significant portion of the work.

If Respondent is a joint venture or partnership, attach a copy of the joint venture or partnership agreement signed by an authorized officer of each partner. Each partner must execute:

(i) Schedule B as shown in Exhibit G, if joint venture or partnership includes City of Chicago certified MBE/WBE firms(s), as applicable;

(ii) Separate Economic Disclosure Statement and Affidavit (“EDS”) completed by each partner and one in the name of the joint venture or partnership;

(iii) Insurance certificate in the name of the joint venture or partnership business entity.

Provide a signed original of Form 3.

1.4 Part D – Management Structure – 1 Page Maximum Plus 1 Page Organizational Chart

Written narrative describing the Respondent’s teaming arrangements, if any, and its management structure.

The management structure narrative must be supported by an organizational chart showing the following:

- Organization of Respondent’s Team Members (if applicable, indicate the shareholder’s percentage for each equity member of any joint venture or LLC);
- The Respondent’s team management structure and “chain-of-command” including each team member’s function and reporting relationships throughout the ESA contract term.

Section 2 – Qualifications and Experience

2.1 Part A – Relevant Experience and References

2.1.1 Relevant Experience

Fully complete Form 4 for three ESA contracts executed and delivered within the last five years to demonstrate how the Respondent delivered on past obligations for similar objectives.

Provide one-page narrative descriptions for each engagement listed on Form 4. The descriptions should, at a minimum, give an overview of the supply agreement and

explain why the experience is relevant to the evaluation criteria provided in RFP Section 4. The descriptions should clearly define the role and type of services provided by the Respondent.

In addition, in a narrative format, provide an overview of the Respondent's renewable energy supply experience, including:

- Total commercial MW of renewable energy delivery:
 - In the United States
 - In the State of Illinois
 - For public utilities providing service in Illinois
 - Tied to a project-specific Power Purchase Agreement

2.1.2 References – Contact Information (Form 4)

Provide reference contact information for individuals capable of verifying the relevant experience listed on Form 4.

Respondents must verify that contact information is correct. Note that if the contact information provided is incorrect for any reason, AIS may exclude the associated experience from its evaluation of the Respondent's qualifications.

2.2 Part B – Key Personnel Bios

2.2.1 Key Personnel Qualifications

Respondents must provide evidence for the qualifications of Respondent's Key Personnel. Provide separate bios for all Key Personnel and other relevant personnel included in the organizational chart (provided in Exhibit D, Section 1.4) and their qualifications and experience to be evaluated as described in RFP Section 4.

Each bio should be concise and include relevant past engagements and associated references. For each engagement, include the following information:

- ESA size and renewable energy component;
- Client's contact information (name, job title, phone number, e-mail address);
- Contract dates;
- Key Personnel role descriptions.

2.3 Part C – Financial Capability

Respondents (and any other party involved in their proposal) must demonstrate their adequate financial capability to execute the project.

2.3.1 Financial Statements

Each proposal must include the following information:

- Annual audited reports for the three (3) most recent fiscal years or consolidated income statements and balance sheets for the three (3) most recent fiscal years;
- If the relevant entity intends to receive Guarantor support as evidenced in Form 3, financial statements must be submitted for each Guarantor;
- Details on any current credit issues raised by rating agencies, banks, or accounting firms.

Section 3 – Approach

3.1 Part A – Overall Project Delivery Approach – 1 Page Maximum

Provide a written narrative describing the Respondent’s anticipated approach to delivering the energy supply, specifically addressing how the proposed approach to meeting the minimum renewable energy requirements is the most advantageous to the City. This statement shall include an overview of the Respondent’s understanding of:

- The supply objectives;
- The New Build Generation versus existing Qualified Renewable Generation; and
- The importance of equity and co-benefits
- Why the Respondent is best suited to partner with the City in a just energy transition.

3.2 Part B – Technical Approach – 3 Page Maximum (not including Forms)

This section should discuss the following technical information:

- Contracting approach, specifically addressing how the Respondent plans to incorporate the separability of the underlying PPA;
- The Respondent’s Supply Plan that accomplishes 100% renewable energy generation no later than January 1, 2025;
- The Respondent’s Supply Plan achieves or exceeds the minimum quantities of Qualifying Renewable Generation and New Build Generation specified in Exhibit A of this RFP;
- How the Respondent intends to replace any shortfall in planned generation quantities from sources identified in Respondent’s Form 5, Part D Supply Plan and whether such replacement power will be at the same price.

3.3 Part C – Local and Equitable Co-benefits – 5 Page Maximum (not including forms).

Recognizing that New Build Renewable Generation projects are often of a size that requires large tracts of land in rural locations, Respondents are encouraged to consider a variety of options to incorporate economic and social benefits to

Chicagoans in their approaches. Examples include 1) relevant, beneficial commitments to project siting, 2) hiring and supply chain approaches, and 3) other community benefit investments related to clean energy, sustainability, resiliency, or pollution remediation that will directly benefit City residents (with a particular focus on low-income households).

Provide a written narrative and a complete Form 6 addressing how the proposed solution furthers equity and delivers local co-benefits, as described in Section 4.2.3 and below.

This section should address the following information:

- Established or planned partnerships that will be leveraged to deliver local and equitable co-benefits.
- The Respondent's approach to achieving the City's local and equitable co-benefits goals associated with the ESA, including:
 - Providing local community benefits and involving community stakeholders;
 - Siting projects within the City of Chicago or PJM territory in Northern Illinois to deliver economic benefits through job creation, revenue to local governments, and revenue from New Build Renewable Generation to local landowners;
 - Using local suppliers and workers;
 - Achieving diversity in the ownership, leadership, and senior management of project developers and primary subcontractors;
 - Any other aspects of the proposed approach that will deliver local economic, resiliency, or environmental justice outcomes.

3.4 Part D – Pricing Proposal and Supply Plan – 2 Page Maximum (not including forms).

3.4.1 Pricing

Pricing proposals shall be per Form 5, Parts A, B, and C.

3.4.2 Supply Plan Details

Supply Plan Details shall be per Form 5, Part D.

Section 4 – Administrative Submittals

Section of the Proposal shall contain the following:

4.1 Part A – Proposal Checklist (Form 1)

To facilitate the review and evaluation of Proposals, the Respondent must include a completed Proposal Checklist as provided in Form 1.

4.2 Part B – Confidential Content Index

A page executed by the Respondent that sets forth the specific items in the Proposal (specifying Section, Part and page numbers within the Proposal at which such items are located) that the Respondent deems confidential, trade secret or proprietary information protected by the Illinois Freedom of Information Act (as described in RFP Section 5.8).

4.3 Part C – Legal Stipulations

Submit the following information regarding legal issues/actions that could potentially impact the Respondent and its team members' ability to perform or meet Agreement obligations:

4.3.1 Legal Issues

Identify and explain any significant anticipated legal issues which the Respondent must resolve in order to perform under the ESA.

4.3.2 Legal Liabilities

Provide a list and a brief description of all instances during the last five years involving projects in which the Respondent (or any other organization that is under common ownership with the Respondent) or any Prime Team Member was (i) determined, pursuant to a final determination in a court of law, arbitration proceedings or other dispute resolution proceeding, to be liable for a material breach of contract or (ii) terminated for cause. For each instance, identify an owner's representative with a current phone and e-mail address.

4.3.3 Legal Proceedings

Respondent must provide a listing and a brief description of all material legal actions, together with any fines and penalties, for the past 5 years in which (i) Respondent or any division, subsidiary or parent entity of Respondent, or (ii) any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation, has been:

A. A debtor in bankruptcy; or

B. A defendant in a legal action for deficient performance under a contract or violation of a statute; or

C. A respondent in an administrative action for deficient performance on a project or in violation of a statute; or

D. A defendant in any criminal action; or

E. A named insured of an insurance policy for which the insured has paid a claim related to deficient performance under a contract or in violation of a statute; or

F. A principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract or in violation if a statute; or

G. A defendant or respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents.

The City reserves the right to request similar legal action information from Respondent's team members during the evaluation process.

4.4 Part D - Conflict of Interests

Respondent must provide a statement and information regarding conflicts of interest required pursuant to RFP Section 5.16.

4.5 Part E – Insurance

Respondents are **not** required to submit evidence of insurance with the Proposal but must submit evidence of insurability indicating that if chosen as the Selected Respondent, they will provide evidence of insurance in the amounts specified in Exhibit F. If Selected Respondent is a joint venture or limited liability company the evidence of insurability and evidence of insurance, must be in the name of the joint venture or limited liability company.

4.6 Part F – Exceptions To RFP

In the case that a Respondent takes exception to any requirements of this RFP, including its exhibits and forms, such exceptions must be provided as part of the Proposal. Please provide the requirement, nature of the exception, and explanation. Exceptions will be considered in the evaluation of the Proposals. Acceptance of a Proposal does not represent agreement as to any exceptions stated by a Respondent but does indicate the City's desire to reach mutually agreeable terms through

negotiation. The City will not accept any exceptions to any requirements set out in this RFP during contract negotiations that were not raised in the Proposal.

4.7 Part G - EDS Economic Disclosure Form(s) (Form 7)

Respondents are required to submit completed EDS forms (Form 7) for every entity that has a controlling interest in the Respondent team. At the discretion of the City, a Proposal that does not include an accurate and completed EDS may be found non-responsive and rejected from further consideration. Further information regarding the EDS filing requirements is provided in Form 7.

4.8 Part H – Ability to Meet Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Compliance Plan

Respondent must generally describe its plan and confirm its commitment to, at a minimum, meet the ESA's MBE/WBE participation goals. The MBE participation goal is at least 26% of the total contract value be awarded to MBE firms, and the WBE participation goal is at least 6% of the total contract value be awarded to WBE firms. Respondents should carefully review Exhibit H, Special Conditions Regarding MBE/WBE Commitment and MBE/WBE Compliance Plan.

Note: Though not required as part of the Proposal submission, it will be mandatory for the selected Respondent to provide a detailed MBE/WBE Compliance plan that must be approved by the City prior to the City awarding an ESA contract pursuant to this RFP. Failure to achieve a City approved fully defined MBE/ WBE Compliance plan in a timely manner could be grounds for termination of the Agreement.

EXHIBIT E: ELECTRICITY SALES AGREEMENT

The Electricity Sales Agreement can be accessed on the City's Procurement Services website where this RFP is located at <https://www.chicago.gov/bids>. Please send a request to electricitysupply@cityofchicago.org to receive the file if you have difficulty accessing it.

EXHIBIT F: CONTRACT INSURANCE REQUIREMENTS

Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following completion if Contractor is required to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Contract.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit; and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence or for the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Consultant's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services or operations to be performed, the Contractor must maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, or for the full per occurrence limits of the policy, whichever is greater for bodily injury and property damage. Coverage must include but not be limited to the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work, both on and off the City sites.

The City is to be added as an additional insured on a primary, non-contributory basis.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein.

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$5,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

5) Property

Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies) owned, rented or used by Contractor.

B. ADDITIONAL REQUIREMENTS

Evidence of Insurance. Contractor must furnish the City original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Contract, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. Contractor must submit evidence of insurance prior to Contract award. The receipt of any certificate does not constitute Contract by the City that the insurance requirements in the

Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Contract. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Contract provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Contract. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of the obligation to provide insurance as specified in this Contract. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to suspend this Contract until proper evidence of insurance is provided, or the Contract may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver of Subrogation. Contractor hereby waives its rights of subrogation and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Contract. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor's insurer(s).

Contractors Insurance Primary. All insurance required of Contractor under this Contract shall be endorsed to state that Contractor insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to Contractor's Liabilities. The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Contract.

Insurance not Limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract any limitation placed on the indemnity in this Contract given as a matter of law.

Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Contractor shall name the Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured on an additional insured endorsement form acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Contract to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

EXHIBIT G: SPECIAL CONDITIONS REGARDING MBE/WBE COMMITMENT AND MBE/WBE COMPLIANCE PLAN

SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR COMMODITIES OR SERVICES

1.1. Policy and Terms

It is the policy of the City of Chicago that Local Businesses certified as Minority Owned Business Enterprises (MBE) and Women Owned Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses and all other Regulations promulgated under the aforementioned sections of the Municipal Code, as well as MBEs and WBEs certified by Cook County, Illinois, will have full and fair opportunities to participate fully in the performance of this contract. Therefore, the Contractor will not discriminate against any person or business on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income and will take affirmative action to ensure that women and minority businesses will have the maximum opportunity to compete for and perform subcontracts for supplies or services.

Pursuant to Section 2-92-430 of the Municipal Code of Chicago, the Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.

Accordingly, the Contractor commits to make Good Faith Efforts to expend at least the following percentages of the total contract price, if awarded, for contract participation by MBEs and WBEs:

MBE Percentage	WBE Percentage
26%	6%

(See Form "Bidders Commitment to Utilize MBE and WBE Firms on No Stated Goals Contract" for Contract Specific Goals in the case of a contract subject to a bid preference pursuant to MCC 2-92-525.)

This commitment is met by the Contractor's status as a MBE or WBE, by a member of the Contractor having a status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the MBE or WBE participation in such joint venture), or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by any combination of the foregoing.

Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE, but not both to demonstrate compliance with the Contract Specific Goals.

The Contractor also may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector contracts.

Pursuant to MCC 2-92-535, the prime contractor may apply be awarded an additional 0.5 percent credit, up to a maximum of a total of 5 percent additional credit, for every 1 percent of the value of a contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a mentoring agreement with the contractor or subcontractor-to-subcontractor mentoring agreement. This up to 5% may be applied to the Contract Specific Goals, or it may be in addition to the Contract Specific Goals.

1.2. Definitions

"Area of Specialty" means the description of an MBE or WBE firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm's claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory (defined below). Credit toward this Contract's MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

NOTICE: *The City of Chicago does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.*

"Bid" means a bid, proposal, or submittal detailing a description of the services or work to be provided by the contractor in response to a bid solicitation, request for proposal, request for qualification of task order request (issued in accordance with the Master Consulting Agreement) that is issued by the City.

"Bidder" means any person or business entity that submits a bid, proposal, qualification or submittal that seeks to enter into a contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.

"Broker" means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no commercially useful function other than acting as a conduit between his or her supplier and his or her customer.

"Chief Procurement Officer" or "CPO" means the chief procurement officer of the City of Chicago or his or her designee.

"Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.

"Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract. In the case of a contract subject to the bid incentive set forth in MCC 2-92-525, "Contract Specific Goals" means the utilization percentage for MBEs or WBEs to which contractor committed with its bid.

"Contractor" means any person or business entity that has entered into a contract with the City as described herein, and includes all partners, affiliates, and joint ventures of such person or entity.

"Direct Participation" the value of payments made to MBE or WBE firms for work that is performed in their Area of Specialty directly related to the performance of the subject matter of the Contract will count as Direct Participation toward the Contract Specific Goals.

"Directory" means the Directory of Certified "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the City of Chicago. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE, and WBE firms.

"Good Faith Efforts" means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal that the CPO or his or her designee has determined, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program's requirements.

"Indirect Participation" refers to the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty related to other aspects of the Contractor's business. (Note: no dollar of such indirect MBE or WBE participation shall be considered in a Good Faith Efforts determination more than once against a contractor's MBE or WBE commitment with respect to all government contracts held by that contractor.)

"Joint venture" means an association of a MBE or WBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which each joint venture partner contributes property, capital, efforts, skills and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

"Mentor-Protégé Agreement" means an agreement between a prime and MBE or WBE subcontractor ("Mentoring Agreement"), or an agreement between a prime's subcontractor and MBE or WBE subcontractor ("Subcontractor-to-Subcontractor Mentoring Agreement"), pursuant to MCC 2-92-535, that is approved by the City of Chicago and complies with all requirements of MCC 2-92-535 and any rules and regulations promulgated by the Chief Procurement Officer.

"Minority Owned Business Enterprise" or "MBE" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a minority owned and controlled business by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

"Municipal Code of Chicago" or "MCC" means the Municipal Code of the City of Chicago.

"Supplier" or "Distributor" refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of a contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular distributor in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

"Women Owned Business Enterprise" or "WBE" means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a women owned business by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

1.3. Joint Ventures

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet Contract Specific Goals (in whole or in part) is

encouraged. A joint venture may consist of any combination of MBEs, WBEs, and non-certified firms as long as one member is an MBE or WBE.

- a. The joint venture may be eligible for credit towards the Contract Specific Goals only if:
 - i. The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;
 - ii. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
 - iii. Each joint venture partner executes the bid to the City; and
 - iv. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items i, ii, and iii above in this Paragraph a.

- b. The Chief Procurement Officer shall evaluate the Schedule B submitted on behalf of the proposed joint venture to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

The joint venture may receive MBE or WBE credit for work performed by the MBE or WBE joint venture partner(s) equal to the value of work performed by the MBE or WBE with its own forces for a distinct, clearly defined portion of the work.

Additionally, if employees of the joint venture entity itself (as opposed to employees of the MBE or WBE partner) perform the work, then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B.

The Chief Procurement Officer may also count the dollar value of work subcontracted to other MBEs and WBEs. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the Contract Specific Goals.

c. Schedule B: MBE/WBE Affidavit of Joint Venture

Where the bidder's Compliance Plan includes the participation of any MBE or WBE as a joint venture partner, the bidder must submit a Schedule B and must clearly evidence that the MBE or WBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the MBE's or WBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:

- i. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
- ii. Work items to be performed by the MBE's or WBE's own forces and/or work to be performed by employees of the newly formed joint venture entity;
- iii. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and
- iv. The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

NOTE: Vague, general descriptions of the responsibilities of the MBE or WBE joint venture partner do not provide any basis for awarding credit. For example, descriptions such as "participate in the budgeting process," "assist with hiring," or "work with managers to improve customer service" do not identify distinct, clearly defined portions of the work. Roles assigned should require activities that are performed on a regular, recurring basis rather than as needed. The roles must also be pertinent to the nature of the business for which credit is being sought. For instance, if the scope of work required by the City entails the delivery of goods or services to various sites in the City, stating that the MBE or WBE joint venture partner will be responsible for the performance of all routine maintenance and all repairs required to the vehicles used to deliver such goods or services is pertinent to the nature of the business for which credit is being sought.

1.4. Counting MBE/WBE Participation Toward the Contract Specific Goals

Refer to this section when preparing the MBE/WBE compliance plan and completing Schedule D-1 for guidance on what value of the participation by MBEs and WBEs will be counted toward the stated Contract Specific Goals. The "Percent Amount of Participation" depends on whether and with whom a MBE or WBE subcontracts out any portion of its work and other factors.

Firms that are certified as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals. For example, a firm that is certified as both a MBE and a WBE may only be listed on the bidder's compliance plan under one of the categories, but not both. Except as provided in MCC 2-92-525(b)(2), only Payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.

- a. Only expenditures to firms that perform a Commercially Useful Function as defined above may count toward the Contract Specific Goals.
 - i. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is

- actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
- ii. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.
 - iii. Indications that a subcontractor is not performing a commercially useful function include, but are not limited to, labor shifting and equipment sharing or leasing arrangements with the prime contractor or a first tier subcontractor.
- b. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its Area of Specialty in which it is certified counts toward the Contract Specific Goals, except as provided in MCC 2-92-525(b)(2).
 - c. For maintenance, installation, repairs or inspection, or professional services, if the MBE or WBE performs the work itself: 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its affiliate). 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.
 - d. If the MBE or WBE is a manufacturer: 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.
 - e. If the MBE or WBE is a distributor or supplier: 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.
 - f. If the MBE or WBE is a broker:
 - i. Zero percent (0%) of expenditures paid to brokers will be counted toward the Contract Specific Goals.
 - ii. As defined above, Brokers provide no commercially useful function.
 - g. If the MBE or WBE is a member of the joint venture contractor/bidder:

- i. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or
 - ii. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in the Schedule B.
 - iii. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.
- h. If the MBE or WBE subcontracts out any of its work:
- i. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
 - ii. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by (c) above).
 - iii. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - iv. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - v. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

1.5. Regulations Governing Reductions to or Waiver of MBE/WBE Goals

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals of a particular contract is appropriate. If a bidder determines that it is unable to meet the MBE and/or WBE Contract-Specific Goals on

a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder's letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted.

A bidder will be considered responsive to the terms and conditions of these Regulations if, at the time of bid, it submits a waiver request and all supporting documentation that adequately addresses the conditions for waiver of MBE/WBE goals, including proof of notification to assist agencies except:

- Bidders responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein; and
- Bidders responding to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.

Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his or her discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder; or re-advertising the bid/proposal. All bidders must submit all required documents at the time of bid opening to expedite the contract award.

1.5.1. Direct Participation

Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate.

- a. The bidder has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct work identified or related to the advertised bid/proposal. Documentation must include but is not necessarily limited to:

1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
2. A listing of all MBE/WBE firms contacted that includes:
 - Name, address, telephone number and email of MBE/WBE firms solicited;
 - Date and time of contact;
 - Method of contact (written, telephone, transmittal of facsimile documents, email, etc.)
3. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
 - Project identification and location;
 - Classification/commodity of work items for which quotations were sought;
 - Date, item and location for acceptance of subcontractor bid proposals;
 - Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
 - Affirmation that Good Faith Efforts have been demonstrated by:
 - choosing subcontracting opportunities likely to achieve MBE/WBE goals; and
 - not imposing any limiting conditions which were not mandatory for all subcontractors; and
 - providing notice of subcontracting opportunities to M/WBE firms and assist agencies at least five (5) business days in advance of the initial bid due date; and
 - documented efforts or actual commitment to the indirect participation of MBE/WBE firms.

OR

b. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder must provide the following information:

1. A detailed statement of the work identified for MBE/WBE participation for which the bidder asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).

- A listing of all potential subcontractors contacted for a quotation on that work item;
- Prices quoted for the subcontract in question by all such potential subcontractors for that work item.

2. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:

- The City's estimate for the work under a specific subcontract;
- The bidder's own estimate for the work under the subcontract
- An average of the bona fide prices quoted for the subcontract;
- Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

1.5.2. Assist Agency Participation in waiver/reduction requests

1.5.2 Assist Agency Participation in Waiver/Reduction Requests

Every waiver and/or reduction request must include evidence that the bidder has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community. This notice must be given at least five (5) business days in advance of the initial bid due date.

The notice requirement of this Section will be satisfied if a bidder contacts at least one of the associations on Attachment A to these Regulations when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B to these Regulations provides

the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required to be submitted with the bid for any bid/proposal to be deemed responsive. If deemed appropriate, the Contract Compliance Officer may contact the assist agency for verification of notification.

1.5.3. Impracticability

If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.

The requirements set forth in these Regulations (this subsection 1.5 "Regulations Governing Reduction to or Waiver of MBE/WBE Goals") shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices or standards not previously known by the Chief Procurement Officer, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

For all notifications required to be made by bidders, in situations where the Chief Procurement Officer has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

1.6. Procedure to Determine Bid Compliance

A bid may be rejected as non-responsive if it fails to submit one or more of the following with its bid demonstrating its Good Faith Efforts to meet the Contract Specific Goals by reaching out to MBEs and WBEs to perform work on the contract:

- An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals; and/or
- A request for reduction or waiver of the Contract Specific Goals in accordance with Section 2-92-450 of the MCC.

In the case of a bid utilizing the "Bid Incentive to Encourage MBE and WBE Utilization" pursuant to MCC 2-92-525(b)(2), failure to submit an MBE/WBE compliance plan demonstrating how the

bidder plans to meet the Contract Specific Goal to which the bidder has committed will not result in rejection of the bid, but the bidder may be found ineligible for the bid incentive.

Except as provided in MCC 2-92-525(b)(2), only compliance plans utilizing MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements will be counted toward the Contract Specific Goals.

The following Schedules and described documents constitute the bidder's MBE/WBE proposal, and must be submitted in accordance with the guidelines stated:

(1) Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant.

The bidder must submit the appropriate Schedule C-1 with the bid for each MBE and WBE included on the Schedule D-1. Suppliers must submit the Schedule C-1 for Suppliers, first tier subcontractors must submit a Schedule C-1 for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C-1 for second tier Subcontractors. The City encourages subcontractors to utilize the electronic fillable format Schedule C-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Each Schedule C-1 must be executed by each MBE and WBE and accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C-1 has been submitted with the bid, an executed original Schedule C-1 must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within five business days after the date of the bid opening.

Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

(2) Letters of Certification.

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County Illinois, must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago and Cook County include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty. Letters of Certification for firms that the City or Cook County has found ineligible or has decertified will not be accepted.

(3) Schedule B: Affidavit of Joint Venture, and Joint Venture Agreements (if applicable).

If the bidder's MBE/WBE proposal includes the participation of a MBE/WBE as joint venture on any tier (either as the bidder or as a subcontractor), the bidder must provide a copy of a Schedule B along with all other requirements listed in Section 1.3, above. In order to demonstrate the MBE/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract.

(4) Schedule D-1: Required Schedules Regarding MBE/WBE Utilization

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. The City encourages bidders to utilize the electronic fillable format Schedule D-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section 1.5 "Regulations Governing Reductions to or Waiver of MBE/WBE Goals" herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening, the bidder may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

All commitments for joint venture agreements must be delineated in the Schedule B.

(5) Application for Approval of Mentor Protégé Agreement

Any applications for City approval of a Mentor Protégé agreement must be included with the bid. If the application is not approved, the bidder must show that it has made good faith efforts to meet the contract specific goals.

1.7. Reporting Requirements During the Term of the Contract

- a. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.
- b. The Contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and or fax audit notifications will be sent out to the Contractor with instructions to report payments that have been made in the prior month to each subcontractor. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.
- c. Once the prime Contractor has reported payments made to each subcontractor, including zero dollar amount payments, the subcontractor will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.
- d. All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at: <https://chicago.mwdbe.com>.

- e. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.

- f. The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after project closeout. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

1.8. Changes to Compliance Plan

1.8.1. Permissible Basis for Change Required

No changes to the Compliance Plan or contractual MBE and WBE commitments or substitution of MBE or WBE subcontractors may be made without the prior written approval of the Contract Compliance Officer. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the contractor's own forces, shall be a violation of these Special Conditions and a breach of the contract with the City, and may cause termination of the executed Contract for breach, and/or subject the bidder or contractor to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or contractor must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.

Substitutions of a MBE or WBE subcontractor shall be permitted only on the following basis:

- a. Unavailability after receipt of reasonable notice to proceed;
- b. Failure of performance;
- c. Financial incapacity;
- d. Refusal by the subcontractor to honor the bid or proposal price or scope;
- e. Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
- f. Failure of the subcontractor to meet insurance, licensing or bonding requirements;
- g. The subcontractor's withdrawal of its bid or proposal; or
- h. De-certification of the subcontractor as a MBE or WBE (graduation from the MBE/WBE program does not constitute de-certification).

- i. Termination of a Mentor Protégé Agreement.

1.8.2. Procedure for Requesting Approval

If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance Plan, the procedure will be as follows:

- a. The bidder or contractor must notify the Contract Compliance Officer and Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
- b. The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.
- c. Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make Good Faith Efforts to meet the Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of Good Faith Efforts, must meet the requirements in section 5. If the MBE or WBE Contract Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE.
- d. If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make Good Faith Efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.
- e. A new subcontract must be executed and submitted to the Contract Compliance Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.

The City shall not be required to approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary to comply with MBE/WBE contract requirements.

1.9. Non-Compliance and Damages

Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract, at law or in equity: (1) failure to demonstrate Good Faith Efforts, except in the case of a contract where a bid incentive under MCC 2-92-525 was taken into consideration in the award; and (2) disqualification as a MBE or WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.

Payments due to the contractor may be withheld until corrective action is taken.

Pursuant to MCC 2-92-445 or 2-92-740, as applicable, remedies or sanctions may include a penalty in the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs, and disqualification from contracting or subcontracting on additional City contracts for up to three years. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.

The contractor shall have the right to protest the final determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to MCC 2-92-445 or 2-92-740, within 15 business days of the final determination.

In the case of a in the case of a contract for which a bid incentive under MCC 2-92-525 was taken into consideration in the award, any contractor that has failed to retain the percentage of MBE or WBE subcontractor committed to in order for the bid incentive to be allocated will be fined an amount equal to three times the amount of the bid incentive allocated, unless the contractor can demonstrate that due to circumstances beyond the contractor's control, the contractor for good cause was unable to retain the percentage of MBE or WBE subcontractors throughout the duration of the contract period.

1.10. Arbitration

- a. In the event a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party

beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE/WBE.

- b. An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitral process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) calendar days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- c. All arbitration fees are to be paid pro rata by the parties, however, that the arbitrator is authorized to award reasonable expenses, including attorney and arbitrator fees, as damages to a prevailing MBE/WBE.
- d. The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) calendar days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

1.11. Equal Employment Opportunity

Compliance with MBE and WBE requirements will not diminish or supplant equal employment opportunity and civil rights provisions as required by law.

1.12. Attachments and Schedules

The following attachments and schedules follow, they may also be downloaded from the Internet at: <http://www.cityofchicago.org/forms>

- Attachment A: Assist Agencies
- Attachment B: Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals
- Schedule B: Affidavit of Joint Venture (MBE/WBE)

- Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant
- Schedule D-1: Compliance Plan Regarding MBE/WBE Utilization

Attachment A –Assist Agency List (Rev. Apr. 2018)

Assist Agencies are comprised of not-for-profit agencies and/or chamber of commerce agencies that represent the interest of small, minority and/or women owned businesses.

**Prime Contractors should contact with subcontracting opportunities to connect certified firms.*

51st Street Business Association *
220 E. 51st Street
Chicago, IL 60615
Phone: 773-285-3401
Fax: 773-285-3407
Email:
the51ststreetbusinessassociation@yahoo.com
Web: www.51stStreetChicago.com
Maintains list of certified firms: Yes
Provides training for businesses: Yes

Angel of God Resource Center, Inc.
14527 S. Halsted
Chicago, IL 60627
Phone: 708-392-9323
Fax: 708-880-0121
Email: asmith5283@yahoo.com;
aogrc@angelofgodresourcecenter.org
Web: www.angelofgodresourcecenter.org
Maintains list of certified firms: No
Provides training for businesses: Yes

**Austin African American Business
Networking Assoc.**
5820 W. Chicago Ave.,
Chicago, IL 60651
Phone: 773-626-4497

**African American Contractors Association -
AACA**
P.O. Box #19670
Chicago, IL 60619
Phone: 312-915-5960
Email: aacanatlassoc@gmail.com
Web: www.aacanatl.org
Maintains list of certified firms: Yes
Provides training for businesses: Yes

**Association of Asian Construction
Enterprises ***
5677 W. Howard
Niles, IL 60714
Phone: 847-673-7377
Fax: 847-673-2358
Email: nakmancorp@aol.com
Maintains list of certified firms: Yes
Provides training for businesses: Yes

Black Contractors United *
12000 S. Marshfield Ave.
Calumet Park, IL 60827
Phone: 708-389-5730

Email: aaabna@yahoo.com
Web: www.aaabna.org
Maintains list of certified firms: No
Provides training for businesses: Yes

Business Leadership Council *

230 W. Monroe Street, Ste 2650
Chicago, IL 60606
Phone: 312-628-7844
Fax: 312-628-7843
Email:
Karen.r@businessleadershipcouncil.org
Web: www.businessleadershipcouncil.org

Maintains list of certified firms: Yes
Provides training for businesses: Yes

Chatham Business Association Small Business Dev. *

800 E. 78th Street
Chicago, IL 60619
Phone: 773-994-5006
Fax: 773-855-8905
Email: melindakelly@cbaworks.org
Web: www.cbaworks.org

Maintains list of certified firms: Yes
Provides training for businesses: Yes

Chicago Urban League *

4510 S. Michigan Ave.
Chicago, IL 60653
Phone: 773-624-8810
Fax: 773-451-3579
Email:
sbrinston@thechicagourbanleague.org
Web: www.cul-chicago.org

Maintains list of certified firms: Yes
Provides training for businesses: Yes

Contractor Advisors Business Development Corp. *

1507 E. 53rd Street, Suite 906
Chicago, IL 60615
Phone: 312-436-0301

Fax: 708-389-5735
Email: bcunewera@att.net
Web: www.blackcontractorsunited.com
Maintains list of certified firms: Yes
Provides training for businesses: Yes

LGBT Chamber of Commerce of Illinois *

3179 N. Clark St., 2nd Floor
Chicago, IL 60657
Phone: 773-303-0167
Fax: 773-303-0168
Email: jholston@lgbtcc.com
Web: www.lgbtcc.com
Maintains list of certified firms: Yes
Provides training for businesses: Yes

Chicago Minority Supplier Development Council Inc. *

105 W. Adams, Suite 2300
Chicago, IL 60603-6233
Phone: 312-755-2550
Fax: 312-755-8890
Email: pbarreda@chicagomsgdc.org
Web: www.chicagomsgdc.org
Maintains list of certified firms: Yes
Provides training for businesses: Yes

Chicago Women in Trades (CWIT)

2444 W. 16th Street
Chicago, IL 60608
Phone: 312-942-1444
Jayne Vellinga, Executive Director
Email: jvellinga@cwit2.org
Web: www.chicagowomenintrades2.org
Maintains list of certified firms: No
Provides training for businesses: Yes

Cosmopolitan Chamber of Commerce

1633 S. Michigan Avenue
Chicago, IL 60616
Phone: 312-971-9594
Fax: 312-341-9084

Email: info@contractoradvisors.us
Web: www.contractoradvisors.us
Maintains list of certified firms: Yes
Provides training for businesses: Yes

Do For Self Community Development Co. *

7447 S South Shore Drive, Unit 22B
Chicago, IL 60649
Phone: 773-356-7661
Email: dennisdoforself@hotmail.com
Web: www.doforself.org
Maintains list of certified firms: No
Provides training for businesses: Yes

Federation of Women Contractors *

216 W. Jackson Blvd. #625
Chicago, IL 60606
Phone: 312-360-1122
Fax: 312-750-1203
Email: fwcchicago@aol.com
Web: www.fwcchicago.com
Maintains list of certified firms: Yes
Provides training for businesses: Yes

**Greater Englewood Community
Development Corp. ***

815 W. 63rd Street
Chicago, IL 60621
Phone: 773-651-2400
Fax: 773-651-2400
Email: jharbin@greaterenglewoodcdc.org
Web: www.greaterenglewoodcdc.org
Maintains list of certified firms: Yes
Provides training for businesses: Yes

**Greater Far South Halsted Chamber of
Commerce ***

10615 S. Halsted Street
Chicago, IL 60628

Email: rmcgowan@cosmochamber.org
Web: www.cosmochamber.org
Maintains list of certified firms: Yes
Provides training for businesses: Yes

**Far South Community Development
Corporation**

9923 S. Halsted Street, Suite D
Chicago, IL 60628
Phone: 773-941-4833
Fax: 773-941-5252
Email: lacy@farsouth.org
Web: www.farsouthcdc.org
Maintains list of certified firms: No
Provides training for businesses: Yes

**Fresh Start Home Community Development
Corp.**

5168 S. Michigan Avenue, 4N
Chicago, IL 60615
Phone: 312-632-0811
Fax: 855-270-4175
Email: Info@FreshStartNow.us
Web: www.FreshStartNow.us
Maintains list of certified firms: Yes
Provides training for businesses: Yes

**Greater Pilsen Economic Development
Assoc. ***

1801 S. Ashland
Chicago, IL 60608
Phone: 312-698-8898
Email: greaterpilsen@gmail.com
Web: www.greaterpilsen.org
Maintains list of certified firms: Yes
Provides training for businesses: Yes

**Greater Southwest Development
Corporation**

2601 W. 63rd Street
Chicago, IL 60629

Phone: 518-556-1641
Fax: 773-941-4019
Email: halstedchamberevents@gmail.com
Web: www.greaterfarsouthhalstedchamber.org
Maintains list of certified firms: Yes
Provides training for businesses: Yes

Hispanic American Construction Industry Association (HACIA) *
650 W. Lake St., Unit 415
Chicago, IL 60661
Phone: 312-575-0389
Fax: 312-575-0544
Email: jperez@haciaworks.org
Web: www.haciaworks.org
Maintains list of certified firms: Yes
Provides training for businesses: Yes

Illinois State Black Chamber of Commerce *
411 Hamilton Blvd., Suite 1404
Peoria, Illinois 61602
Phone: 309-740-4430 / 773-294-8038
Fax: 309-672-1379
Email: LarryIvory@IllinoisBlackChamber.org;
vgilb66709@yahoo.com
www.illinoisblackchamberofcommerce.org
Maintains list of certified firms: Yes
Provides training for businesses: Yes

Latin American Chamber of Commerce *
3512 W. Fullerton Avenue
Chicago, IL 60647
Phone: 773-252-5211
Fax: 773-252-7065
Email: d.lorenzopadron@LACCUSA.com
Web: www.LACCUSA.com
Maintains list of certified firms: Yes
Provides training for businesses: Yes

Phone: 773-362-3373
Fax: 773-471-8206
Email: c.james@greatersouthwest.org
Web: www.greatersouthwest.org
Maintains list of certified firms: No
Provides training for businesses: Yes

Illinois Hispanic Chamber of Commerce *
222 Merchandise Mart Plaza, Suite 1212 c/o
1871
Chicago, IL 60654
Phone: 312-425-9500
Email: aalcantar@ihccbbusiness.net
Web: www.ihccbbusiness.net
Maintains list of certified firms: Yes
Provides training for businesses: Yes

JLM Business Development Center*
2622 W. Jackson Boulevard
Chicago, IL 60612
Phone: 773-826-3295
Fax: 773-359-4021
Email: jlbizcenter@gmail.com
Web: www.jlmcenter.org
Maintains list of certified firms: Yes
Provides training for businesses: Yes

National Association of Women Business Owners *
500 Davis Street, Ste 812
Evanston, IL 60201
Phone: 773-410-2484
Fax: 847-328-2018
Email: wjaehn@nawbochicago.org
Web: www.nawbochicago.org
Maintains list of certified firms: Yes
Provides training for businesses: Yes

National Black Wall Street *

4655 S. King Drive, Suite 203

Chicago, IL 60653

Phone: 773-268-6900

Fax: 773-392-0165

Email: markallen2800@aol.com

Web:

www.nationalblackwallstreetchicago.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

Neighborhood Development Services, NFP *

10416 South Maryland Avenue

Chicago, IL 60628

Phone: 773-413-9348

Fax: 773-371-0032

Email: neighborhooddevservices@gmail.com

Web: www.ndsnfp.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

Real Men Charities, Inc.

2423 E. 75th Street

Chicago, IL 60649

Phone: 773-425-4113

Email: ymoyo@realmencook.com

Web: www.realmencook.com

Maintains list of certified firms: No

Provides training for businesses: Yes

South Shore Chamber, Inc. *

1750 E. 71st Street

Chicago, IL 60649-2000

Phone: 773-955- 9508

Tonya Trice, Executive Director

Email: ttrice@southshorechamberinc.org

Web: www.southshorechamberinc.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

**National Organization of Minority Engineers
(NOME)***

33 W. Monroe, Suite 1540

Chicago, IL 60603

Phone: 312-960-1239

Email: grandevents1@sbcglobal.net

Web: www.nomeonline.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

Rainbow/PUSH Coalition *

930 E. 50th Street

Chicago, IL 60615

Phone: 773-256-2768

Fax: 773-373-4103

Email: jmitchell@rainbowpush.org

Web: www.rainbowpush.org

Maintains list of certified firms: Yes

Provides training for businesses: No

RTW Veteran Center

7415 E. End, Suite 120

Chicago, IL 60649

Phone: 773-406-1069

Fax: 866-873-2494

Email: rtwvetcenter@yahoo.com

Web: www.rtwvetcenter.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

**St. Paul Church of God in Christ Community
Development Ministries, Inc. (SPCDM)**

4550 S. Wabash Avenue

Chicago, IL. 60653

Phone: 773-538-5120

Fax: 773-538-5125

Email: spcdm@sbcglobal.net

Web: www.stpaulcdm.org

Maintains list of certified firms: No

Provides training for businesses: Yes

The Monroe Foundation

1547 South Wolf Road
Hillside, Illinois 60162
Phone: 773-315-9720
Email: omonroe@themonroefoundation.org
Web: www.themonroefoundation.org
Maintains list of certified firms: No
Provides training for businesses: Yes

US Minority Contractors Association, Inc. *

1250 Grove Ave. Suite 200
Barrington, IL 60010
Phone: 847-708-1597
Fax: 847-382-1787
Email: admin@usminoritycontractors.org
Web: www.USMinorityContractors.org
Maintains list of certified firms: Yes
Provides training for businesses: Yes

Women's Business Development Center *

8 S. Michigan Ave., 4th Floor
Chicago, IL 60603
Phone: 312-853-3477
Fax: 312-853-0145
Email: fcurry@wbdc.org
Web: www.wbdc.org
Maintains list of certified firms: Yes
Provides training for businesses: Yes

Urban Broadcast Media, Inc.

4108 S. King Drive,
Chicago, IL 60653
Phone: 312-614-1075
Email: drleonfinney312@gmail.com
Web: www.urbanbroadcastmedia.org
Maintains list of certified firms: No
Provides training for businesses: Yes

Women Construction Owners & Executives (WCOE) *

Chicago Caucus
308 Circle Avenue
Forest Park, IL 60130
Phone: 708-366-1250
Email: mkm@mkmservices.com
Web: www.wcoeusa.org
Maintains list of certified firms: Yes
Provides training for businesses: No

Your Community Consultants Foundation

9301 S. Parnell Ave.,
Chicago, IL 60620
Phone: 773-224-9299
Fax: 773-371-0032
Email: allen81354@aol.com
Maintains list of certified firms: No
Provides training for businesses: Yes

**Attachment B - Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals
On Bidder/Proposer's Letterhead – SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY**

RETURN RECEIPT REQUESTED

(Date)

Specification No.: {Specification Number}
Project Description: {PROJECT DESCRIPTION}

(Assist Agency Name and Address – **SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY**)

Dear _____:

_____ (Bidder/Proposer) intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due _____ advertised specification with the City of Chicago.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis:

Our efforts to identify potential subcontractors have not been successful in order to meet the Disadvantaged/ Minority/Women Business Enterprise contract goal. **Due to the inability to identify an appropriate DBE/MBE/WBE firm certified by the City of Chicago to participate as a subcontractor or joint venture partner, a request for the waiver of the contract goals will be submitted.** If you are aware of such a firm, please contact

Name of Company Representative at Address/Phone

within (10) ten business days of receipt of this letter.

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within ten (10) working days of your receipt of this letter to:

Monica Jimenez, Deputy Procurement Officer
Department of Procurement Services
City of Chicago
121 North La Salle Street, Room 806
Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at _____.
Sincerely,

Schedule B – Affidavit of Joint Venture

SCHEDULE B: Affidavit of Joint Venture (MBE/WBE)

This form need not be submitted if all joint venturers are MBEs and/or WBEs. In such a case, however, a written joint venture agreement among the MBE and WBE venturers must be submitted. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

All Information Requested by this Schedule must Be Answered in the Spaces Provided. Do Not Refer to Your Joint Venture Agreement Except to Expand on Answers Provided on this Form. If Additional Space Is Required, Additional Sheets May Be Attached.

- I. Name of joint venture: _____
Address of joint venture: _____
Phone number of joint venture: _____
- II. Identify each non-MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____
- III. Identify each MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____
- IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: _____

- V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.
- VI. Ownership of the Joint Venture.
 - A. What are the percentage(s) of MBE/WBE ownership of the joint venture?
MBE/WBE ownership percentage(s) _____
Non-MBE/WBE ownership percentage(s) _____
 - B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):
 1. Profit and loss sharing: _____
 2. Capital contributions:
 - (a) Dollar amounts of initial contribution: _____

Schedule B: Affidavit of Joint Venture (MBE/WBE)

(b) Dollar amounts of anticipated on-going contributions: _____

3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer): _____

4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control: _____

5. Provide copies of all written agreements between venturers concerning this project.

6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:

VII. Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):

A. Joint venture check signing:

B. Authority to enter contracts on behalf of the joint venture:

C. Signing, co-signing and/or collateralizing loans:

D. Acquisition of lines of credit:

Schedule B: Affidavit of Joint Venture (MBE/WBE)

- _____
- E. Acquisition and indemnification of payment and performance bonds:

- F. Negotiating and signing labor agreements:

- G. Management of contract performance. (Identify by name and firm only):
1. Supervision of field operations: _____
 2. Major purchases: _____
 3. Estimating: _____
 4. Engineering: _____
- VIII. Financial Controls of joint venture:
- A. Which firm and/or individual will be responsible for keeping the books of account?

- B. Identify the managing partner, if any, and describe the means and measure of their compensation:

- C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

- IX. State the approximate number of operative personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.

Schedule B: Affidavit of Joint Venture (MBE/WBE)

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If, after filing this Schedule B and before the completion on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

_____ Name of MBE/WBE Partner Firm	Firm	_____ Name of Non-MBE/WBE Partner Firm
_____ Signature of Affiant		_____ Signature of Affiant
_____ Name and Title of Affiant		_____ Name and Title of Affiant
_____ Date		_____ Date

On this ____ day of _____, 20 ____, the above-signed officers

(names of affiants)

personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Signature of Notary Public

My Commission Expires: _____

(SEAL)

Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant



SCHEDULE C-1 MBE/WBE Letter of Intent to Perform as a Subcontractor, Supplier, or Consultant

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

Project Name: _____ Specification No.: _____

From: _____
(Name of MBE/WBE Firm)

To: _____ and the City of Chicago.
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above-named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

The above described performance is offered for the following price and described terms of payment:

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

One or more owners or principals of the Prime Contractor () does / () does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary: _____

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: () Yes () No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

(Name/Title-Please Print)

(Email & Phone Number)

Schedule D-1: Affidavit of Implementation of MBE/WBE Goals and Participation Plan



SCHEDULE D-1 Compliance Plan Regarding MBE/WBE Utilization Affidavit of Prime Contractor

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

**MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-1 WILL CAUSE THE
BID TO BE REJECTED. DUPLICATE AS NEEDED.**

Project Name: _____

Specification No.: _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of _____
(Name of Prime Consultant/Contractor)

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago and/or Cook County, Illinois (Letters of Certification Attached).

I. Direct Participation of MBE/WBE Firms:

NOTE: The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.

A. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification, Schedule B form and a copy of Joint Venture Agreement clearly describing the role of each MBE/WBE firm(s) and its ownership interest in the joint venture.

B. Complete this section for each MBE/WBE Subcontractor/Supplier/Consultant participating on this contract:

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed:¹ _____%

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

¹ The Prime Contractor may claim an additional 0.5 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: _____
Dollar Value of Participation \$ _____
Percentage of Participation % _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%
Total Participation % _____

3. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone Number: _____
Dollar Value of Participation \$ _____
Percentage of Participation % _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%
Total Participation % _____

4. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone Number: _____
Dollar Value of Participation \$ _____
Percentage of Participation % _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%
Total Participation % _____

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor is required to demonstrate Good Faith Efforts pursuant to the MBE/WBE Special Conditions in a request for a waiver or reduction of MBE/WBE goals. Indirect participation may be considered as part of such Good Faith Efforts in support of the requested waiver or reduction.

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of MBE/WBE: _____
Address: _____
Contact Person: _____

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

5. Attach Additional Sheets as Needed

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct MBE Participation		

2. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect MBE Participation		

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct WBE Participation		

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect WBE Participation		

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

The Prime Contractor designates the following person as its MBE/WBE Liaison Officer:

(Name- Please Print or Type) (Phone)

One or more owners or principals of the Prime Contractor () does / () does not have an ownership interest in any MBE or WBE listed in this Schedule D. Provide names of such individuals and their respective ownership percentages, and identify the MBE/WBE firms in which such ownership is held, or indicate "none." Add additional sheets if necessary:

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

(Name of Prime Contractor – Print or Type) State of: _____

(Signature) County of: _____

(Name/Title of Affiant – Print or Type)

(Date)

On this ____ day of _____, 20____, the above signed officer _____
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

(Notary Public Signature)

SEAL:

Commission Expires: _____

FORM 1: RFP RESPONSE CHECKLIST

CITY OF CHICAGO MUNICIPAL ELECTRICITY SUPPLY, INCLUDING RENEWABLE GENERATION REQUEST FOR PROPOSALS (RFP) PROPOSAL SUBMITTAL ADMINISTRATIVE CHECKLIST

NOTE: THIS CHECKLIST IS INTENDED TO ASSIST RESPONDENTS BUT MAY NOT BE A COMPLETE LIST OF REQUIRED DOCUMENTATION. RESPONDENT IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS PROPOSAL INCLUDES ALL REQUIRED DOCUMENTS.

Section 1 – General Information

- Part A- Proposal Cover Letter (Form 2)
- Part B - Executive Summary
- Part C - Respondent Information (Form 3)
- Part D - Management Structure

Section 2 – Design and Construction Qualifications

- Part A - Relevant Experience
 - Relevant Experience (Form 4)
 - References Contact Information (Form 4)
 - Past Project Descriptions
- Part B - Design/Build Key Personnel
 - Key Personnel Qualifications and Resumes
- Part C - Financial Capability
 - Recent Annual Report
 - Annual Audited Reports
 - Letters of Support

Section 3 – Project Approach

- Part A - Overall Project Delivery Approach
- Part B - Technical Approach

Part C – Equity and Co-benefits

Part D – Pricing Proposal and Supply Plan Details (Form 5, Parts A, B, C, and

D)

Section 5 – Administrative Submittals

Part A - RFP Response Check List (Form 1)

Part B - Confidential Contents Index

Part C - Legal Stipulations

Part D - Conflicts of Interest

Part E - Insurance

Part F - Exceptions

Part G - Economic Disclosure Statement (EDS) (Form 7)

Part H – Ability to Meet MBE/WBE Compliance Plan

FORM 2: PROPOSAL COVER LETTER TEMPLATE

To be duplicated and completed on Respondent's company letterhead

(Date)

@@@@

@@@@

Chicago, Illinois @@@@

Re: Chicago City of Chicago Municipal Electricity Supply RFP Response

Dear @@@@:

On behalf of (Full legal name of Respondent), I am pleased to submit our response to the Department of Assets, Information and Services ("AIS") Request for Proposals ("RFP") for the City of Chicago Municipal Electricity Supply. I state the following:

1. I have full authority to bind (Full legal name of Respondent) with respect to this RFP response and any oral or written presentations and representations regarding this RFP response made to the City of Chicago ("City").
2. (Full legal name of Respondent) has read and understands the RFP and is fully willing, capable, and qualified to provide the electricity supply as described within the RFP.
3. I have read and understand the RFP, including addenda numbers _____. If none were issued, indicate "NONE".
4. (Full legal name of Respondent) understands that the City will rely on the accuracy of this RFP response and the (Full legal name of Respondent) agrees to be bound by its representations and statements made herein and in any oral or written RFP presentation(s) made during the evaluation and selection process.
5. If requested by the City, (Full legal name of Respondent) agrees to furnish additional information or documentation and/or to participate in oral presentations / interviews to assist the City's Proposal evaluations.
6. Neither I nor (Full legal name of Respondent) has any beneficial interest in or relationship with any other party working or performing services for, or otherwise affiliated with, the City; and has no conflict of interest which could interfere with the provision of services to the City.
7. (Full legal name of Respondent) understands that the City will rely upon the material representations set forth in the Proposal and that (Full legal name of Respondent) has a continuing obligation to update and inform the City in writing of any material changes or errors to their RFP Response. If the City determines that any information provided in the

RFP response is false, incomplete or inaccurate, or if any provision of the requirements of the RFP is violated, any subsequent Project agreement may be void or voidable, and the City may pursue any remedies under the Contract, at law, or in equity, including terminating the (Full legal name of Respondent) participation in the project or transaction and/or declining to allow the (Full legal name of Respondent) to participate in future City transactions.

8. It is understood that an original and multiple copies of the RFP Response have been submitted for consideration. (Full legal name of Respondent) warrants that all copies are identical to the original in all respects.
9. I declare that all required forms provided in this RFP Response have been examined by me and to the best of my knowledge and belief are true, correct, and complete.
10. (Full legal name of Respondent) understands and acknowledges that the certifications, disclosures, and acknowledgments contained within this RFP Response may become a part of any subsequent Project contract awarded to the Respondent by the City.
11. (Full legal name of Respondent) has designated the following individual as their Respondent Representative, per RFP Section 5.2:

Name:	Title:
_____	_____
Phone:	Email:
_____	_____
Organization:	Address:
_____	_____

Signed: _____

Typed/lettered name of signatory

As: _____
(Relationship to Respondent/Title/etc.)

FORM 3: RFP RESPONDENT TEAM INFORMATION

Submit one copy of Form 3 by completing Parts A - D for each of the following:

- **RFP Respondent**
- **New Renewable Generation Firm(s)**

A. Name of Respondent: _____

Name of Firm: _____

Year Established: _____ Individual Contact: _____

Federal Tax ID No.: _____ Telephone No.: _____

Fax No.: _____

Name of Local Contact: _____

Name of Respondent: _____

Business Organization

- Corporation
- Partnership
- Joint
- Venture/Consortium
- Limited Liability Company
- Other (describe)

B. Business or Consultant Name: _____

Business Address: _____

Headquarters: _____

Office Performing Work: _____

Contact Telephone Number: _____

Contact Email Address: _____

Years of Operation: _____

- C. If the Respondent is a joint venture, consortium, partnership or limited liability company, indicate the name and role of each joint venturer, consortium member, partner or limited liability company member (as applicable) in the spaces below.

NAME AND ADDRESS	PROPOSED ROLE WITHIN THE CONSORTIUM, JOINT VENTURE, LIMITED LIABILITY COMPANY OR PARTNERSHIP	CURRENT OR EXPECTED PERCENTAGE OF INTEREST WITHIN THE CONSORTIUM, JOINT VENTURE, LIMITED LIABILITY COMPANY OR PARTNERSHIP AND TYPE OF INTEREST (IF APPLICABLE)

- D. Respondent Team Information. In the chart below, list the members of the team and the percentage interest of each member. If a member is a joint venture, consortium, partnership or limited liability company, indicate the entities making up the joint venture, consortium, partnership or limited liability company and their percentage interest in the entity.

MEMBER NAME	PERCENTAGE INTEREST IN RESPONDENT
Example: Renewable Energy JV (Joint Venturer #1) (Joint Venturer #2)	50%
Member 1:	
Member 2:	
Member 3:	

AUTHORIZED REPRESENTATIVE:

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the Official Representative of the entity to which this form relates:

By: _____ Print Name: _____
Title: _____ Date: _____

[Please make additional copies of this form as needed]

FORM 4: RELEVANT EXPERIENCE AND REFERENCES

Respondent must provide comprehensive information for three (3) or more renewable energy backed retail supply agreements in the United States over the last five (5) years by completing Form 4 below.

Experience and Reference Information	ESA Contract 1:	ESA Contract 2:	ESA Contract 3:
Retail contract backed by project-specific renewable energy generation:			
Location of underlying renewable energy generation (County, State, City):			
Customer's Name:			
Contact Name:			
Contact Role:			
Contact Telephone:			
Contact Email:			

Respondents must also provide a one-page narrative project description for each engagement listed on Form 4. For more information see Exhibit D, Section 2.1.1.

FORM 5: PRICING FORM

Proposals shall include the information in the provided Excel file titled “CofC Elec RFP FORM 5 Parts A_B_C_D.” Each tab of the Excel file shall be filled out to be considered a complete submission.

Please send a request to electricitysupply@cityofchicago.org to receive the Excel file.

FORM 6: LOCAL AND EQUITABLE CO-BENEFITS APPROACH INFORMATION

Proposals shall include the information listed in the table below:

Item	Category	Description	Information/Data To be Completed
1)	Community benefit and involvement	Value of the proposed community benefit initiatives that directly benefit Chicagoans	Dollar value
2)	New Build Renewable Generation Siting – within Chicago	Portion of new build capacity that will be located within Chicago	MWs of new build capacity
3)	New Build Renewable Generation Siting – within PJM in Northern Illinois	Portion of new build capacity that will be located in PJM territory within IL, not including Chicago	MWs of new build capacity
4)	Local Supply Chain	Revenue to Chicago local suppliers of goods and services related to New Build Renewable Generation	Dollar value
5)	Local Long-term Jobs	Estimated number of long-term jobs within Chicago associated with New Build Renewable Generation, based on full-time equivalency	Quantity
6)	Local Short-Term Jobs	Estimated number of short-term jobs (e.g., hourly construction jobs) within Chicago associated with New Build Renewable Generation	Quantity of jobs and total labor hours
7)	In-state Long-term Jobs	Estimated number of long-term jobs within IL, not including Chicago, associated with New Build Renewable Generation, based on full-time equivalency	Quantity
8)	In-state Short-term Jobs	Estimated number of short-term jobs (e.g., hourly construction jobs) within IL, not including Chicago, associated with New Build Renewable Generation	Quantity of jobs and total labor hours
9)	Diversity in Retail Supply Company	Quantity and percentage of women and minorities in ownership, leadership, and senior management positions for the retail supply company	Quantity and Percent

10)	Diversity in Developer Companies	Quantity and percentage of women and minorities in ownership, leadership, and senior management positions for New Build Renewable Generation developer companies	Quantity and Percent
11)	Other	Other quantifiable benefits local and equitable co-benefits from the proposed approach	Metrics to be defined and described by Respondent

FORM 7: ECONOMIC DISCLOSURE STATEMENT

Respondents are required to submit completed EDS forms (Form 7) for every entity that has a controlling interest in the Respondent team. Answers to FAQs and further instructions can be found below.

ONLINE CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS) INSTRUCTIONS

WHEN SUBMITTING YOUR RESPONSE TO THIS REQUEST FOR PROPOSALS (RFP), THE RESPONDENT SHALL SUBMIT 2 DOCUMENTS: 1) A “**CERTIFICATE OF FILING**” EVIDENCING COMPLETION OF YOUR ONLINE EDS AND 2) AN EXECUTED **ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT** SIGNED BY AN AUTHORIZED OFFICER BEFORE A NOTARY.

1. ONLINE EDS FILING

1.1. ONLINE EDS FILING REQUIRED PRIOR TO RESPONSE DUE DATE

The Respondent shall complete an online EDS prior to the response due date. A Respondent who does not file an electronic EDS prior to the response due date may be found non-responsive and its response rejected. If you are unable to complete the online EDS and print a Certificate of Filing prior to the response due date, the City will accept a paper EDS provided written justification is provided explaining your good faith efforts to complete it before the response due date and the reasons why it could not be completed.

NOTE: ALWAYS SELECT THE “CONTRACT” (NOT UPDATE) BOX WHEN COMPLETING AN ONLINE EDS TO ENSURE A NEW CONTRACT SPECIFIC ONLINE EDS IS CREATED RELATED TO THE SOLICITATION DOCUMENT. CLICKING THE UPDATE BOX ONLY UPDATES PREVIOUS EDS INFORMATION.

1.2. ONLINE EDS WEB LINK

The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

1.3. ONLINE EDS NUMBER

Upon completion of the online EDS submission process, the Respondent will be provided an EDS number. Respondent should record this number here:

EDS Number:

1.4. ONLINE EDS CERTIFICATION OF FILING AND ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT

Upon completion of the online submission process, the Respondent will be able to print a hard copy Certificate of Filing. The Respondent should submit the signed Certificate of Filing and Attachment A, Online EDS Acknowledgement form with its response. Please insert your Certification of Filing and Attachment A, Online EDS Acknowledgement form following the Cover Letter. See Section 5.2, Item 9, Required Contents of Proposal in the RFP. A Respondent who does not include a signed Certificate of Filing and/or Attachment A, Online EDS Acknowledgement form with its response must provide it upon the request of the Chief Procurement Officer.

1.5. PREPARATION CHECKLIST FOR REGISTRATION

To expedite and ease your registration process, we recommend that you collect the following information prior to registering for an Online EDS user account:

1. Invitation number, if you were provided an invitation number.

2. EDS document from previous years, if available.
3. Email address to correspond with the Online EDS system.
4. Company Information:
 - a. Legal Name
 - b. FEIN/SSN
 - c. City of Chicago Vendor Number, if available.
 - d. Address and phone number information that you would like to appear on your EDS documents.
 - e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company, or the first person that registers for your company.

1.6. PREPARATION CHECKLIST FOR EDS SUBMISSION

To expedite and ease your EDS submission, we recommend that you collect the following information prior to updating your EDS information online.

Items #1 through #7 are needed for both EDS information updates and contract related EDS documents:

1. Invitation number, if you were provided with an invitation number.
2. Site address that is specific to this EDS.
3. Contact that is responsible for this EDS.
4. EDS document from previous years, if available.
5. Ownership structure, and if applicable, owners' company information:
 - a. % of ownership
 - b. Legal Name
 - c. FEIN/SSN
 - d. City of Chicago Vendor Number, if available.
 - e. Address
6. List of directors, officers, titleholders, etc. (if applicable).
7. For partnerships/LLC/LLP/Joint ventures, etc.:
 - a. List of controlling parties (if applicable).

Items #8 and #9 are needed ONLY for contract related EDS documents:

8. Contract related information (if applicable):
 - a. City of Chicago contract package

- b. Cover page of City of Chicago bid/solicitation package
 - c. If EDS is related to a mod, then cover page of your current contract with the City.
9. List of subcontractors and retained parties:
- a. Name
 - b. Address
 - c. Fees – Estimated or paid

1.7. EDS FREQUENTLY ASKED QUESTIONS

Q: Where do I file?

A: The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

Q: How do I get help?

A: If there is a question mark on a page or next to a field, click on the question mark for help filling out the page or field. You may also consult the User Manual and the Training Videos available on the left menu.

Q: Why do I have to submit an EDS?

A: The Economic Disclosure Statement (EDS) is required of applicants making an application to the City for action requiring City Council, City department or other City agency approval. For example, all bidders seeking a City contract are required to submit an EDS. Through the EDS, applicants make disclosures required by State law and City ordinances and certify compliance with various laws and ordinances. An EDS is also required of certain parties related to the applicant, such as owners and controlling parties.

Q: Who is the Applicant?

A: "Applicant" means any entity or person making an application to the City for action requiring City Council or other City agency approval. The applicant does not include owners and parent companies.

Q: Who is the Disclosing Party?

A: "Disclosing Party" means any entity or person submitting an EDS. This includes owners and parent companies.

Q: What is an entity or legal entity?

A: "Entity" or "Legal Entity" means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

Q: What is a person for purposes of the EDS?

A: "Person" means a human being.

Q: Who must submit an EDS?

A. An EDS must be submitted in any of the following three circumstances:

Applicants:

An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.

Entities holding an interest:

Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.

Controlling entities:

Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

Q: What information is needed to submit an EDS?

A: The information contained in the Preparation Checklist for EDS submission.

Q: I don't have a user ID & password. Can I still submit an Online EDS?

A: No. You must register and create a user ID and password before submitting an Online EDS.

Q: What information is needed to request a user ID & password for Online EDS?

A: The information contained in the Preparation Checklist for Registration is needed to request a login for the Online EDS.

Q: I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can I log-in the Online EDS with that account?

A: Usually not. The Online EDS uses a user ID and password system that is shared by the Public Vehicle Advertising and Water Payment web sites. You may use a username and password from those sites by answering "Yes" to "Is this an existing City of Chicago user ID?" when registering. Other usernames and passwords will not be automatically recognized. However, you may choose to create an identical username for the Online EDS if it is not already taken.

Q: I don't have an email address. How do I submit an Online EDS?

A: You cannot get an account to submit an online EDS without an email address. If you need an e-mail address, we suggest that you use a free internet email provider such as www.hotmail.com or www.yahoo.com or mail.google.com to open an account. The City does not endorse any particular free internet email provider. Public computers are available at all Chicago Public Library branches.

Q: I forgot my user ID. Can I register again?

A: No. If you are the EDS Captain of your organization, please contact the Department of Procurement Services at 312-744-4900. If you are an EDS team member, contact your EDS Captain, who can look up your user ID.

Q: Who is the EDS Captain?

A: The EDS Captain is a person who performs certain administrative functions for an organization which files an EDS. Each organization registered with the Online EDS has at least one EDS Captain. There may be co-captains, who are all equal. EDS Captains approve new users, change contact information for an organization, and de-active accounts of employees who have left the organization. Please see the User Manual for more information.

Q: Why do we need EDS Captains?

A: The Online EDS is designed to be a self-service web application which allows those doing or seeking to do business with the City to perform as many routine functions as possible without City intervention. Because many organizations have multiple staff filing an EDS, the EDS Captain role allows those organizations to self-manage the contact information and users.

Q: Who is the EDS team?

A: The EDS team for an organization is everyone who is registered to file an EDS on behalf of the organization.

Q: I forgot my password. What should I do?

A: To retrieve a temporary password, click the “Forgot your password?” link on the login page. Enter your user ID that you provided when you registered your account. The system will automatically generate a temporary password and send it to you. When you log-in with your temporary password, you will be asked to create a new password.

Q: How do I complete an Online EDS?

A: Click on “Create New” after logging in. The Online EDS system will walk you through the EDS questions. Please see the User Manual for details.

Q: How do I fill out a Disclosure of Retained Parties?

A: There is no longer a separate Disclosure of Retained Parties filing. After logging in, click on “Create New”. Answer (click) “Contract” to “Is this EDS for a contract or an EDS information update?” Click “Fill out EDS”, and click on the “Retained Parties” tab. When finished, click on “Ready to Submit.”

Q: How do I attach documents?

A: Attachments are discouraged. If at all possible, please provide a concise explanation in the space provided in the online form. Attachments with pages of officers are not acceptable. Names of officers must be typed into the system. If you must provide an attachment for another reason, please send it to your City of Chicago contact (contract administrator or negotiator for procurements) and they will attach it for you. Documents can be sent in PDF (preferred), Word, or paper format.

Q: Who can complete an Economic Disclosure Statement online?

A: Any authorized representative of your business with a user ID and password can complete your EDS online. One person, such as an assistant, can fill in the information and save it, and another person can review and electronically sign the Online EDS.

Q: What are the benefits of filing my Economic Disclosure statement electronically?

A: Filing electronically reduces the chance of filing an incomplete EDS and speeds up the processing of contract awards. A certificate of filing can be printed at the completion of the process and inserted into your bid package. The biggest benefit for those who frequently do business with the City is that after the first EDS, each EDS is much easier to fill out because non-contract specific information is pre-filled from the last submitted EDS.

Q: Will my information be secure?

A: Yes. When making your internet connection to our Web Server, you will connect through a Secure Socket Layer (SSL for short) to the “Online EDS” login page. All information you type will be protected using strong encryption. Within the login page, you will provide us with a user ID, password, and secret question for user authentication, Only you will have knowledge of this unique identification information.

Q: I am filing electronically. How do I sign my EDS?

A: Once you have completed the EDS, you will be prompted to enter your password and answer to your secret question. Together, these will serve as your electronic signature. Although you will also print and physically sign an EDS certification of filing as a notice that your EDS was filed, your EDS is complete as a legal document with only the electronic filing.

Q: My address has changed. How can I update my information?

A: You must be an EDS Captain for your organization to update this. Log-in and click on “Vendor Admin, Site Administration.” Select the appropriate site and click edit.

Q: I have more questions. How can I contact the Department of Procurement Services?

A: Please contact the contract administrator or negotiator assigned to your solicitation or contract. You may call DPS at 312-744-4900 between 8:30 AM and 5:00 PM Central Time.

Q: Can I save a partially complete EDS?

A: Yes. Click "Save". To avoid data loss, we recommend you save your work periodically while filling out your EDS.

Q: Do I have to re-type my information each time I submit an EDS?

A: No. The system will remember non-contract specific information from your last submitted EDS for one year. This information will be filled-in for you in your new EDS. You will have an opportunity to correct it if it has changed since your last filing. When you submit your new EDS, the information is saved and the one-year clock begins running anew.

Q: What are the system requirements to use the Online EDS?

A: The following are minimum requirements to use the Online EDS:

- A PDF viewer such as Adobe Reader is installed and your web browser is configured to display PDFs automatically. You may download and install Adobe Reader free at www.adobe.com/products/reader/
- Your web browser is set to permit running of JavaScript.
- Your web browser allows cookies to be set for this site. Please note that while we use cookies in the Online EDS, we do not use them to track personally identifiable information, so your privacy is maintained.
- Your monitor resolution is set to a minimum of 1024 x 768.
- While not required to submit an EDS, if you wish to view the training videos, you must have Adobe Flash Plugin version 9 or higher, speakers, and sound. Please note that very old computers may not be able to run Adobe Flash and will not be able to play the training videos. In that case, we encourage you to seek help using the Online EDS Manuals. You may download and install Adobe Flash Plugin free at <http://get.adobe.com/flashplayer>

The Online EDS has been tested on Internet Explorer 6.0 and 7.0 and Firefox 2.0 and 3.0 on Windows XP and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility.

ATTACHMENT A ONLINE EDS ACKNOWLEDGEMENT

The undersigned, hereby acknowledges having received Specification No. _____ containing a full set of RFQ Documents, including, Addenda Numbers (none unless indicated here) _____, and affirms that the Respondent shall be bound by all the terms and conditions contained in the RFQ Documents, regardless of whether a complete set thereof is attached to this response.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line, (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line, and (3) further warrants that, as of the date of submission of this response, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other respondent or prospective respondent or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under

which any act or omission in restraining of free competition among respondents and has not disclosed to any person, firm or corporation the terms of this proposal or the price named herein.

COMPANY NAME: _____
(Print or Type)

AUTHORIZED OFFICER SIGNATURE: _____

TITLE OF SIGNATORY: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

State of _____ (Affix Corporate Seal)
County of _____

This instrument was acknowledged before me on this ____ day of _____, 20__ by
_____ as President (or other authorized officer) and
_____ as Secretary of _____ (Company Name)Notary

Public Signature: _____ (Seal)