

**REQUEST FOR PROPOSAL ("RFP") FOR
CURTAILMENT SERVICE PROVIDERS TO MANAGE THE CITY OF CHICAGO'S
PARTICIPATION IN THE PJM EMERGENCY CAPACITY DEMAND RESPONSE
PROGRAM**

Specification No. 1257550

Required for use by:
CITY OF CHICAGO



This RFP distributed by:
CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES
Please submit your Proposals via email to:
EnergyServices@cityofchicago.org

All other communications must be addressed and returned to:

Sandra Blakemore, Commissioner
Attention: Michelle Woods, Deputy Commissioner
Department of Assets, Information & Services
2 North LaSalle Street, Suite 200
Chicago, Illinois 60602
EnergyServices@cityofchicago.org

Pre-Proposal Conference Call will be held on **April 19, 2023, 9:00 AM** Central Time.
Pre-Registration must be arranged in advance of the scheduled Pre-Proposal
Conference. **Attendance is not mandatory but strongly encouraged.**

**PROPOSALS MUST BE RECEIVED NO LATER THAN 4:00 P.M.,
CENTRAL TIME, ON May 3, 2023**

**LORI E. LIGHTFOOT
MAYOR**

**SANDRA BLAKEMORE
COMMISSIONER**

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REQUEST FOR PROPOSAL ("RFP")

for

CURTAILMENT SERVICE PROVIDERS TO MANAGE THE CITY OF CHICAGO'S PARTICIPATION IN THE PJM EMERGENCY CAPACITY DEMAND RESPONSE PROGRAM SPECIFICATION NO. 1257550

I. GENERAL INVITATION

A. Purpose of the Request for Proposal

The City of Chicago ("the City") is seeking proposals from qualified Curtailment Service Providers (CSP) to facilitate and manage the City's participation in the Emergency Capacity Demand Response Program administered by PJM Interconnection PLC in accordance with PJM's Open Access Transmission Tariff. The Pennsylvania-New Jersey-Maryland Interconnection (PJM) organization integrates utility transmission systems to determine demand and reduce electricity demand during high priced hours by curtailing load or switching to permitted on-site generation. PJM's Economic Demand Response Program compensates program participants to reduce electricity demand during high-priced hours. Curtailment is the reduction of output of a renewable resource below what it could have otherwise produced. It is calculated by subtracting the energy that was actually produced from the amount of electricity forecasted to be generated.

The City envisions participation in PJM's Year-round Program, with a term starting June 1, 2023 and continuing for an initial term of 3 years. The term may be extended by the City for up to 3 additional 1-year terms at the City's discretion.

Please see [Exhibit 1](#) Scope of Services for related duties and expectations.

B. Background

City of Chicago Background

Chicago is the nation's third largest City with a municipal population nearing three (3) million people in 237 square miles. City of Chicago has provided public service to City residents, businesses, the metropolitan community, and tourists since its founding in 1837. Each day, the City of Chicago municipal government serves over nine (9) million people in the metropolitan area, and over 50 million tourists annually.

AIS Mission¹

Our Department's mission is to support the operations of other City departments and sister agencies by providing high-quality and cost-effective asset management and operational support services along with reliable and secure access to information and the smart application of technology. We ensure the safe and efficient use of the City of Chicago's assets by effectively managing the maintenance and repair of vehicles, equipment, and properties used or occupied by the City. We provide a range of support services including environmental health and safety programs, energy procurement, graphics and reproduction, records management, and mail delivery. Our Department

strives to make Chicago a city empowered by technology, where residents and businesses are at the center of our strategies, and where our department works to provide City government with innovative technology solutions.

AIS Services¹

City of Chicago AIS touches every Department in the City every day and is a driving force in the economic health and well-being of the City, its residents and business.

The AIS supports the operations of other City departments by providing high-quality and cost-effective fleet, facilities, and information services. Assets managed by the department include more than 11,000 pieces of equipment and vehicles and more than 500 leased and owned facilities. Other operational support provided by the department includes document retention, central mail, graphics and reproduction services, and environmental support.

i. Facility Management

AIS manages over seven hundred and four (704) electricity accounts for more than five hundred (500), AIS properties. A retail electric supplier provides power to (635) accounts.

ii. Fleet Management

City of Chicago's fleet consists of nearly 9,640 cars, trucks, motorcycles, and vans. Annually, AIS uses over 9.7 million gallons of both fossil and alternative fuels to power its fleet. AIS purchases fuel for eleven (11) fuel sites citywide and one (1) stand-alone pump site for dedicated departments.

Currently the City uses AC power for Level 2 charges to power electric vehicles. The City has planned electric vehicle expansion that will require both DC and AC power for its electric fleet.

iii. Departmental Operations

AIS may reconfigure facilities and fleet from time-to-time. For example, AIS may buy, sell, or lease facilities or vehicles in order to achieve operational and scheduling efficiencies. As a result, City energy consumption and cost may fluctuate from month-to-month and year-to-year.

City daily usage is also dependent on holidays, special events, non-scheduled events, new building construction, building reconstruction and/or renovation, current facility and fleet operations and maintenance, operating and maintenance schedule changes, changes in equipment stock and use, retirement of facilities and fleet, weather, and other unforeseeable events, such as fires, emergencies, and evacuations.

Both cold and hot days are extremely important factors that affects power use City-wide and City daily usage. Weather is closely monitored and critical to AIS operations decision making. Extreme and severe weather monitoring, notification and alerts affect City daily usage.

C. Internet Access to this RFP

All materials related to the RFP may be downloaded from the Department of Procurement Service's ("DPS") website at the following URL Address: www.cityofchicago.org/bids under the heading titled Assets, Information, and Services

Click on "Current Bids." In order to receive notice of clarifications and addenda, search for the solicitation number, open the solicitation for review, and accept the disclaimer.

RFP Document Holders are listed on the Bid & Bond Room Opportunity Take Out List. The Opportunity Take Out List is public information and is posted to the DPS website at www.cityofchicago.org/TOL. To find Opportunity Take Out lists, go to "Get Online," and search by the specification number.

All Respondents are responsible for obtaining all RFP materials. The City accepts no responsibility for the timely delivery of materials or for alerting Respondents on posting to the DPS website information related to this RFP.

II. DEFINITIONS

The following defined terms have the meanings specified below.

NOTE: If a defined term is used only once, then it may be defined within the context in which it appears in that paragraph or section.

"Addendum" means any revision(s) to the RFP Documents issued by the Chief Procurement Officer prior to the due date for submitting Proposals.

"Agreement" means the City of Chicago's Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications, or revisions made in accordance with its terms, as attached in this RFP in Exhibit 10.

"Budget Director" means the chief executive officer of the City of Chicago Office of Budget and Management ("OBM")

"Chief Procurement Officer" or **"CPO"** means the Chief Procurement Officer of the City of Chicago and any representative duly authorized in writing to act on her behalf.

"Clarification" means the City's response to questions submitted by Respondents which do not revise the requirements of the RFP.

"Contractor" or **"Consultant"** means the Respondent awarded a contract pursuant to this RFP process.

"Department" or **"OBM"** means the Office of Budget and Management or other participating City departments.

"EC" means the Evaluation Committee appointed to review and assess all Proposals and make its recommendations to the Commissioner concerning its evaluations.

"Proposal" is the written content and documents submitted by a Respondent in response to this RFP.

"Respondent" means the primary entity which submits a Proposal in response to this RFP and may include subcontractors and other affiliates.

"Selected Respondent" means the awardee of the contract from this RFP.

“**Services**” means performance of all tasks, activities and deliverables as described in detail in Exhibit 1, Scope of Services and performed by qualified and licensed personnel of the selected Consultant from this RFP.

III. SCOPE OF SERVICES

A. Description of Services

The services that the City seeks to acquire are described in detail in the Scope of Services, Exhibit 1.

B. Contract Term

Any contract awarded pursuant to this RFP solicitation shall be for a base contract period of three (3) year(s). The City shall have the unilateral right to extend the contract on the same terms and conditions for 3 periods of one year each; the City may exercise such rights by providing written notice to the Contractor before the expiration of the then current term.

IV. GENERAL INFORMATION AND GUIDELINES

A. Communications Between the City of Chicago and Respondents

1. Submission of Questions or Requests for Clarifications

Respondents must communicate only with the Department of Asset, Information & Services. All questions or requests for clarification must be in writing, submitted via email and directed to the attention of Michelle Woods, Department of Assets, Information & Services, Room 200, 2 North LaSalle and must be received no later than 4:00 p.m. Central Time, on April 21, 2023. Respondents are encouraged, but not required, to submit questions prior to the scheduled Pre-Proposal Conference.

Submit question(s) via E-mail to EnergyServices@cityofchicago.org

E-Mail Subject: Questions – RFP for Demand Response Program, Specification No. 1257550

The subject line of the email must clearly indicate that the contents are “Questions and Request for Clarification” about the RFP and are “Not a Proposal” and must refer to “Request for Proposal (“RFP”) for Specification No. 1257550.” No telephone calls will be accepted unless the questions are general in nature.

2. Pre-Proposal Conference

The Pre-Proposal Conference will be conducted via a Conference. All interested Attendees must register in advance of the Pre-Proposal Conference. **Same day registration is not allowed.** Pre-Registration must be arranged in advance of the scheduled April 19, 2023 Pre-Proposal Conference. Attendees must send an e-mail to Michelle Woods at EnergyServices@cityofchicago.org, email request to attend the proposal conference must be received no later than April 18, 2023, by 12:00 p.m.

E-mail Subject line must read: Pre-Proposal Conference Attendee, RFP for Demand Response Program, Specification no. 1257550.

The City will answer questions and clarify the terms of the RFP at the Pre-Proposal Conference. The City may respond both to questions posed on the day of the conference and to questions sent via email prior to conference. Anything stated at this Pre-Proposal Conference is not intended to change the solicitation document. Any changes will be in writing in the form of an addendum issued by the Department of Procurement Services.

B. Deadline and Procedures for Submitting Proposals

1. To be assured of consideration, Proposals must be submitted to the Department of Asset, Information and Services **no later than 4:00 P.M. Central Time on May 3, 2023.** Respondents must submit all required information by email attachments to EnergyServices@cityofchicago.org

E-Mail Subject: Proposals – RFP for Demand Response Program, Specification No. 1257550

2. The City may but is not required to accept Proposals that are not received by the date and time set forth in Section IV.B.1 above. Only the Commissioner or an authorized representative is empowered to determine whether to accept or return late Proposals.
3. Submit your Proposals to: EnergyServices@cityofchicago.org

Combining multiple PDF attachments is strongly encouraged in order to minimize the number of uploaded attachments.

C. RFP Information Resources

Respondents are solely responsible for acquiring the necessary information or materials. Information for preparing a response to this RFP can be located in the following areas of the City’s website:

www.cityofchicago.org/bids

- Search MBE/WBE Directory Database
- Pre-Bid/Proposal Conference Attendees
- Addenda and Exhibits, if any.

D. Procurement Timetable

The timetable for the RFP solicitation is summarized below. Note that these are target dates and are subject to change by the City.

Key Activity	Target Date
City Issues RFP	April 12, 2023
Non-Mandatory Pre-Proposal Conference	April 19, 2023
Proposal Questions Due	April 21, 2023
Proposals Due	May 3, 2023

E. 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 Internet website. However, Respondents may designate those portions of the Proposal, which contain trade secrets or other proprietary data ("Data") which Respondents desires remain confidential.

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

3. Mark the cover page as follows: "This Proposal includes trade secrets or other proprietary data."
4. 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 RFP."
5. **Upload with your Proposal Submittal a redacted copy of the entire Proposal or Submission as one .pdf format file 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 upload a redacted copy may result in the posting of an un-redacted copy.**

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.

V. PREPARING PROPOSALS: REQUIRED INFORMATION

Each Proposal must contain all of the following documents and must conform to the following requirements.

C. Format of Proposals

Electronic versions of the original Proposal shall be **one** .pdf and word searchable. Proposals should use no less than 12-point font size, with one-inch margins on all sides of the page.

D. Required Contents of Proposal

Respondent must include a response to the requirements of the City detailed in Exhibit 1, Scope of Services. Proposal content must be clear, concise, and well organized. Respondent is strongly discouraged from including marketing or promotional materials not related specifically to the focus of this RFP. Respondents are advised to adhere to the submittal requirements of the RFP. Failure to comply with the instructions of this RFP may be cause for rejection of the non-compliant Proposal. Respondent must provide information in the appropriate areas throughout the RFP. By submitting a response to this RFP, you are acknowledged that if your Proposal is accepted by the City, your Proposal and related submittals may become part of the contract.

At a minimum, the Proposal must include the following items:

1. COVER PAGE

The Proposal must begin with a cover page bearing the name and address of the Respondent and the name and number of this RFP. Any confidential, proprietary information of trade secret claims must be outlined on the cover page.

2. TABLE OF CONTENTS

A table of contents for the Proposal should follow the cover page.

3. COVER LETTER

Respondent must submit a cover letter signed by an authorized representative of the entity committing Respondent to provide the Services as described in this RFP in accordance with the terms and conditions of any contract awarded pursuant to the RFP process. The cover letter must:

- a) Indicate the number of years the company/organization has been in business and provide an overview of the experience and background of the company/organization and its key personnel committed to this project.
- b) Identify the legal name of the company/organization, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited liability company or partnership, etc.), and the names of its principals or partners and authority to do business in Illinois with the most recent documents filed with and obtained from the Secretary of State.
- c) Indicate the name, telephone number(s) and e-mail address and title of the principal contact for this Proposal, oral presentation, or negotiations.
- e) Include statement of any objections or comments to the City of Chicago's standard contract terms and conditions as stipulated in the Sample Professional Services Agreement in Exhibit 10 of this RFP.
- d) Acknowledge receipt of Addendum issued by the City, if any.

4. EXECUTIVE SUMMARY

Respondent must provide an executive summary which explains its understanding of the City's intent and objectives and how their Proposal would achieve those objectives. The summary must discuss Respondent's strategy and methodology for successfully implementing and managing the Project for the City of Chicago; capacity to perform, and approach to project management, satisfying the scope of services in the RFP and any additional factors for the City's consideration.

The summary should outline the Respondent's overall plan from the initial contract award (or pre-award meetings) phase to post-award and on-going operations of contract; general approach to project management and expected deliverables and reports; and any relevant additional added value benefits the Respondent may provide to the City for its consideration. The executive summary should be limited to five pages.

5. PROFESSIONAL QUALIFICATIONS AND SPECIALIZED EXPERIENCE OF RESPONDENT AND TEAM MEMBERS COMMITTED TO THE SERVICES

If Respondent proposes that major portions of the work will be performed or provided by different team members (e.g., joint venture partners, suppliers, subcontractors, etc.), Respondent must provide the required information as described below for each such team member.

Respondent must describe its previous experience on recent projects of similar type, scope, and magnitude, identifying both private sector and public-sector clients. Respondent must include adequate detail about each project referenced, including a brief description of the project, the date the project was performed and completed, the location of the project, the nature and extent of Respondent's involvement, the dollar value of the project, the key personnel involved and their roles, and client reference information for the project.

a) Company Profile Information (See Form in Exhibit 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.

Provide a chronological history of all mergers and/or acquisitions involving the Respondent team members, including all present and former subsidiaries or divisions and any material restructuring activities, if applicable. Include any such forthcoming actions, if such disclosure has already been made generally available to the public and is permitted by law.

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

- (i) Separate Economic Disclosure Statement and Affidavit ("EDS") completed by each partner and one in the name of the joint venture as shown in Exhibit 5.
- (ii) Insurance certificate in the name of the joint venture business entity as shown in Exhibit 6.

b) Client Profile Information (See Form in Exhibit 4)

Respondent must provide at least three (3) references preferably from a municipality or government agency related to a contract of similar scope and magnitude as described in this RFP. The references can be from the same city department or organization if they refer to separate projects. Each project must include how the curtailable load was successfully managed in MW, (a megawatt (**MW**) is equivalent to 1,000 kilowatts or 1,000,000 watts. The measurement is usually used as a means of expressing the output of power plants.)

Describe other cities for which the similar Services as described in Exhibit 1 were successfully provided. Experience will not be considered unless complete reference data is provided. At a minimum, the following information should be included for each client reference:

- Client name, address, contact person name, telephone, and email address.
- Description of Services provided similar to the Services outlined in Exhibit 1 of this RFP.
- The date when the Service was implemented.

- The location of the project.
- Nature and extent of Respondent's involvement as the prime Consultant (also indicate area of secondary responsibility, if applicable). Identify Services, if any, subcontracted, and to what other company.
- Contract term (Start and End date, or indicate if currently providing services)
- The curtailable load successfully managed in MW

Explain any differences, if any, from the requirements set forth in this RFP, or proposed in response to this RFP, compared to the deliverables provided to any referenced cities or clients.

All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up.

The City may solicit from previous clients, including the City of Chicago, or any available sources relevant information concerning Respondent's record of past performance.

c) Capacity to Perform City Services

Describe how any uncompleted projects and/or contractual commitments to other clients will affect your ability to deliver services, capacity to perform within City's timeline and affect dedicated resources committed to the City's Project. Respondent must provide a summary of current and future projects and commitments and include projected completion dates. Identify what percentage of the Services will be performed utilizing your own workforce, equipment, and facilities.

e) Business License/Authority to do Business in Illinois

Respondent must provide copies of appropriate licenses or certifications required of any individual or entity performing the Services described in this RFP in the City of Chicago, County of Cook and State of Illinois, for itself, its partners, and its subcontractors, including evidence that Respondent is authorized by the Secretary of State to do business in the State of Illinois.

If Respondent is not currently "doing business" in Illinois at the time of submission, it is not required to show corporate good standing in Illinois with the Proposal; Respondent should so indicate and provide evidence of good standing for its state of organization, and primary state of operation, if different. Corporate good standing in Illinois will be required for award of any contract. Provide copies with the Proposal submission.

These requirements will vary depending upon the circumstances of each Respondent. See the Department of Business Affairs and Consumer Protection (BACP) website for additional information at: <https://www.chicago.gov/city/en/depts/bacp.html>

If required by law, Respondents are required to have an Illinois Business License. See the State of Illinois, Department of Business Services website for additional information: <http://ilsos.gov> [\(Corporation/LLC Search/Certificate of Good Standing \(ilsos.gov\)\)](#)

Additionally, visit the State of Illinois' Division of Professional Regulation for information regarding the State of Illinois' Professional Certifications: <http://ilsos.gov> [\(Division of Professional Regulation \(illinois.gov\)\)](#)

6. PROFESSIONAL QUALIFICATIONS, SPECIALIZED EXPERIENCE AND LOCAL AVAILABILITY OF KEY PERSONNEL WHO WILL BE DEDICATED TO THE SERVICES DESCRIBED IN THIS RFP.

Respondent must provide a summary of individuals who will be dedicated to the Services described in this RFP. For each key person identified, Respondent must provide the following information:

- a) Summary of the key personnel who will be dedicated to the Services as proposed and consistent with Staffing Plan per Section V.B.8 b including:
 - (i) Title and reporting responsibility.
 - (ii) Proposed role in this Services, including the functions and tasks for which they will have prime responsibility (also indicate areas of secondary responsibility, if appropriate)
 - (iii) Pertinent areas of expertise and past experience
 - (iv) Base location (local facility, as applicable)
- b) Key personnel areas of expertise and areas for prime responsibility for various tasks or aspects of the Services.
- c) Resumes or corporate personnel profiles with past experience for each of the key personnel, including a description of their roles and responsibilities on recent projects of similar type, scope, and magnitude relating to the Scope of Services as described in this RFP.
- d) Respondent must outline current capacity of the organization. Including what additional capacity may be needed to address the scope of services.
- e) Respondent must detail the timeline from award to beginning the work outlined the scope of services.

For each proposed key personnel, describe previous related experience and provide references including name, address, and telephone number of contact person, and brief description of work history. The City reserves the right to conduct background checks on any personnel within the scope of this engagement.

In addition to resumes, Respondent must provide a detailed description of the roles and responsibilities by job titles (service staff, supervisors, executive managers, etc.). Add any other types of staff/personnel whom the Respondent is proposing.

7. IMPLEMENTATION & MANAGEMENT PLAN

Respondent must provide a comprehensive and detailed management plan which addresses requirements as outlined in Exhibit 1, Scope of Services of this RFP. The plan must demonstrate Respondent's capacity to successfully implement and manage the project requirements and ability to comply with the scope of service and requirements as described in this RFP. The implementation and management plan must address, but is not limited to, the following areas:

A. Service Delivery

Describe in detail your proposed implementation and management plan for service delivery related to the Project as outlined in Exhibit 1 Scope of Services.

B. Approach to Implementing Services

Describe your policies and procedures for implementing projects, quality control/checks, project management, response time, project support & reporting/recommendation services, including your

approach to overcoming obstacles, if any, and troubleshooting to resolve problems. Describe your approach to the requirements listed in Exhibit 1 Scope of Services.

C. Organization Chart

Submit an organization chart that clearly illustrates the team structure comprising all firms (joint venture partners, if any, subcontractors); their relationship in terms of proposed Services; and key personnel involved and the following information:

- (v) Respondent should provide an organization chart that identifies not only the proposed organizational structure, but also key personnel by name and title. Staffing levels of each organizational unit should be estimated. The specific role of each of the firms/organizations in a team or joint venture for each task/work activity must be described.
- (vi) Respondent must describe the specific role of each of the firms in a team or joint venture for each task/work activity.
- (vii) Respondent should provide an organization chart identifying and showing the relationships between the Respondent and subcontractors. The generic titles and responsibilities of key personnel to be assigned to this Project by the Respondent and by any subcontractor must be identified.

D. Quality Assurance / Quality Control (QA/QC)

- (i) Describe your firm's approach, procedures, processes, and resources to assist in providing quality management to enhance the program quality, security of data and accuracy of reporting.
- (ii) Describe your firm's approach to implementing a quality management system that defines quality, including both quality control and quality assurance methods. Quality Control (QC) is concerned with the internal process while Quality Assurance (QA) is the methodology to evaluate the conformance to the Scope of Services.

8. DEDICATED RESOURCES

f) Facilities, Equipment, and Personnel

Describe facilities, equipment, support personnel, software and system technologies, and other resources you have identified as necessary for implementing the proposed Services for the City.

g) Staffing Plan

Provide an assessment of staffing needs for each major activity area by job title, function, and area of expertise. Respondent should identify each primary team member working on staff with Respondent, as well as those working in a subcontracting capacity. Provide an assessment of staffing needs for each major activity area by job title and function. The assessment should include full-time equivalents for professional staff and supervisors committed to the City of Chicago project including team structure, numbers, and team management plans to achieve requirements for transition, implementation, and services.

Submit resumes, biographies, and roles and responsibilities for key personnel that will be committed to this engagement. Correlate team members to the tasks they will be performing during implementation/transition and on-going operations. For each proposed key personnel, describe previous related experience and provide references including name, address, and telephone number of contact person, and brief description of work history. Submit an organizational chart for the personnel assigned to the initiative. The City reserves the right to conduct background checks on any personnel within the scope of this engagement.

9. Payment Proposal and Schedule of Payment

The Respondent must specify the proposed payment split between the CSP and the City. Provide an example of and describe the CSP's payment calculation to the City including a payment schedule detailing when payments would be made to the City. For this purpose, assume a 10 Mega Watts (MW) year-round reduction commitment with 1) a summer test date; 2) a winter test date.

b) Indicate whether your firm would support the City if the City determined that it could commit to a Summer demand reduction quantity 1) higher than a Winter reduction quantity; 2) lower than the Winter reduction quantity.

Specify any conditions attached to this approach and provide additional payment examples assuming 1) a 10 MW Summer commitment and a 15 MW Winter commitment, and 2) a 15 MW Summer commitment and a 10 MW Winter commitment.

a) Indicate under what circumstance(s), if any, the City would be responsible for financial penalties. Provide a numerical example.

b) Fees

- Indicate if enrollment in the program requires specialized equipment, such as meters, to be installed. If so, will a fee be charged? Will the fees be deducted from the program payments? Will the equipment become the City's property at the end of the contract?

- Outline any other fees the City would be responsible for under your firm's proposal, including any Utility fees.

The City reserves the right to negotiate a final price, terms, and conditions with selected Respondent(s); the City reserves the right to have discussions with those Respondents falling within a competitive range and to request revised pricing offers for contract award or to conduct contract negotiations.

10. Financial Statements

Respondent must provide a copy of its audited financial statements for the last 3 years. Respondents that are comprised of more than one entity must include financial statements for each entity. Upload into your Proposal one (1) complete copy of the requested financial statements marked and separated by year for the requested period. The City will not accept a web link.

Respondents are required to provide the required financial statements in sufficient detail for the City to assess its financial condition as part of their Proposal submission. The City reserves the right to accept or reject any financial documentation other than the financial statements requested by this section.

If Respondent is unable to provide audited financial statements, state the reasons in your Proposal response and provide financial documentation in sufficient detail to enable the City to assess the financial condition of your company.

Sufficient alternate documentation would be un-audited financial statements from those Respondents not required to have their financial statements audited. At a minimum, the statements need to be the balance sheets and income statements (or equivalent) for the requested three years. Assets/liabilities

and income/ expenses must be presented in adequate detail for the City to assess the financial condition of the Respondent.

11. Economic Disclosure Statement and Affidavit (“EDS”) and Attachment A: Online EDS Acknowledgement.

Respondent shall complete an Economic Disclosure Statement and Affidavit, Attachment A: Online EDS Acknowledgement. See Online City of Chicago EDS Instructions and Attachment A: Online EDS Acknowledgement, in Exhibit 5. If Respondent is a business entity other than a corporation, then each member, partner, etc., of Respondent must complete an EDS, as applicable, per the instructions on the EDS form. In addition, any entity that has an interest in Respondent or in one or more of its members, partners, etc., and is required pursuant to the Municipal Purchasing Act for Cities of 500,000 or More Population (65 ILCS 5/8-10-8.5) or Chapter 2-154 of the Municipal Code of Chicago to provide a disclosure must submit a completed and executed EDS as an “entity holding an interest in an Applicant” as described in the EDS. All affidavits must be notarized. Upon completion of Online EDS, **Respondent shall upload a copy of 2 documents with their Proposal: 1) Certificate of Filing printed from system and 2) hardcopy of the executed Attachment A, Online EDS Acknowledgement form.**

The Respondent submitting as the prime must submit the above referenced EDS documents with its Proposal. Subcontractors may be asked, at the City’s discretion, to provide an EDS during the evaluation process.

12. Legal Actions

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 plaintiff or defendant in a legal action for deficient performance under a contract or violation of a statute or related to service reliability; or
 - c) A respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; 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 related to service reliability; or
- 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 of a statute or related to service reliability; 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.

13. Insurance

Respondents should include a statement that they can comply with the City's insurance requirements. Prior to contract award, the Selected Respondent will be required to submit evidence of insurance in the amounts specified in the attached Exhibit 6.

14. Disclosure of Conflicts of Interest

The City expects that the Respondent will not have any conflicts of interests (including, but not limited to, any conflicts based on Respondent's participation in other City contracts). The Respondent, and to the best of its knowledge, its subcontractors if any, shall presently have no interest and will not acquire any interest, direct or indirect, in any enterprise, project or contract which would conflict in any manner or degree with the performance of the work, services or goods to be provided hereunder. Without limiting the foregoing, Respondent shall have no direct or indirect interest in, or be under common control with respect to, any entity that is an applicant with respect to any program for which Respondent is performing services for the City under the agreement awarded under this RFP. In the performance of the Contract, no person having any such interest will be employed, either by Respondent or any subcontractor, to perform any work or services under the Contract or have access to confidential information. Respondent should include in its Proposal a description of any actual or potential conflicts of interest.

VI. EVALUATING PROPOSALS

A. Evaluation Process

An Evaluation Committee, which will include the representatives from the administering City department(s) and the Department of Procurement Services and may include representatives of other departments of the City ("Evaluation Committee" or "EC") will review and evaluate the Proposals, as described below.

In evaluating Proposals, the EC will first consider the completeness and responsiveness of the Respondent's Proposal. The Proposal evaluation process is organized into three phases:

- Phase I - Preliminary Proposal Assessment
- Phase II - Proposal Evaluation
- Phase III - Meeting and/or Oral Presentations (if necessary)

Phase I - Preliminary Proposal Assessment

Phase I will involve an assessment of the Respondent's compliance with and adherence to all submittal requirements requested in Section V. B, Required Contents of the Proposal. Proposals which are incomplete and missing key components necessary to fully evaluate the Proposal may, at the discretion of the EC, be rejected from further consideration due to "non-responsiveness" and rated Non-Responsive.

Proposals providing responses to all sections will be eligible for detailed analysis in Phase II, Proposal Evaluation.

Phase II - Proposal Evaluation

In Phase II, the EC will evaluate the extent to which a Respondent's Proposal meets the requirements set forth in the RFP. Phase II will include a detailed analysis of the Respondent's solution, qualifications, experience, proposed implementation and management plan, payment proposal / schedule of payment, and other factors based on the evaluation criteria outlined in Section VI. B, Evaluation Criteria.

As part of the evaluation process, the EC will review the information required by Section V, for each Proposal received. The EC may also review other information gained by checking references and by investigating the Respondent's financial condition.

The City reserves the right, after advertisement of the RFP, to refine the Scope of Services, with appropriate notice. Further, if, upon receipt of Proposals, the City wishes to make refinements to the Scope of Services, it may, depending upon the circumstances, provide the revision to all Respondents and invite revised Proposals from the Respondents based upon the revised Scope of Services.

The City reserves the right to seek clarification of any information that is submitted by any Respondent in any portion of its Proposal or to request additional information at any time during the evaluation process. Any material misrepresentation made by a Respondent may void the Proposal and eliminate the Respondent from further consideration.

The City reserves the right to enlist independent consulting services to assist with the evaluation of all or any portion of the Proposal responses as it deems necessary.

B. Evaluation Criteria

In Phase II, the Evaluation Committee will review the Respondent's Proposal using the following criteria:

1. Professional and Technical Competence

- a) Ability to provide the Services described in the RFP, including capacity to perform the Scope of Services described in Exhibit 1 of this RFP.
- b) Professional Qualifications and Specialized Experience of Respondent and its Team on projects of similar scope and magnitude (e.g., specifically with respect to large organizations, and government agencies).
- c) Professional Qualifications and Specialized Experience of Respondent's Key Personnel (and Team Members). Proficiency in tools including DocuSign, online forms, project management/communication tools, Microsoft Office suite, etc. is required.
- d) References / Past and Current Performance of the Respondent (and Team members) on other contracts in terms of quality of services, operating within budget and compliance with performance schedules. The Committee may solicit from current and/or previous clients including the City of Chicago, other government agencies, or any available sources, relevant information concerning the Respondent's record of performance.

2. Quality, Comprehensiveness and Adequacy of the proposed Implementation and Management Plan

The EC will consider the quality, comprehensiveness and adequacy of the proposed implementation and management plan including the staffing plan, dedicated resources, local availability, and commitment of personnel who will manage and oversee the City of Chicago account.

The Evaluation Committee will review each Proposal for the Respondent's understanding of the objectives of the Services and how these objectives may be best accomplished. Each Respondent will be evaluated on their overall strategy, methodology and approach to meeting the City's service level needs.

The EC will consider the Respondent's current capacity to perform the scope of services and timeline to begin the execution of the scope of services. Preference will be given to Respondents who can begin work soon.

3. Payment Proposal / Schedule of Payment

The City will consider the Respondent's Payment Proposal, taking into consideration the adequacy, comprehensiveness, and competitiveness of Respondent's offer.

The City will consider if the Respondent's Payment Proposal is reasonable given the work product.

6. Financial Stability

The EC will consider the financial condition of Respondent. Respondent must be financially stable to ensure performance and access to credit or liquid assets over the duration of the contract.

7. Legal Actions

The EC will consider any legal action, if any, against Respondent and any division, subsidiary, or parent company of Respondent, or against any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation.

8. Compliance with Laws, Ordinances, and Statutes

The EC will consider Respondent's compliance with all laws, ordinances, and statutes governing the contract. See Online City of Chicago EDS Instructions and Attachment A, Online EDS Acknowledgement form in [Exhibit 5](#).

9. Insurance

The EC will consider the statement or other information confirming Respondent's ability to comply with the City's insurance requirements specified in [Exhibit 6](#) of the RFP.

10. Degree to which the Respondent accepts the City's Terms and Conditions

Respondent must indicate the degree to which it accepts the City's terms and conditions, including in the Scope of Services and in the City's Sample Professional Services Agreement in [Exhibit 10](#). A Respondent that takes material objections to the City's terms and conditions may be found to be non-responsive and its Proposal may be rejected.

11. Conflict of Interest

The EC will consider any information regarding Respondent, including information contained in Respondent's Proposal, that may indicate any conflicts (or potential conflicts) of interest which might compromise Respondent's ability to satisfactorily perform the proposed Services or undermine the integrity of the competitive procurement process. If any Respondent has provided any services for the City in researching, consulting, advising, drafting, or reviewing of this RFP or any services related to this RFP, such Respondent may be disqualified from further consideration.

Criteria (ranked by relative importance):

1. Professional and Technical Competence.
2. Quality, Comprehensiveness and adequacy of the proposed implementation and management plan.
3. Cost Proposal.
4. Financial Stability.

Pass/No Pass Criteria:

5. Legal Action.
6. Compliance with Laws, Ordinances, and Statutes.
7. Insurance.
8. Degree to which respondent accepts the City's Terms and Conditions.
9. Conflict of Interest.

VII. SELECTION PROCESS

After the Evaluation Committee ("EC") completes its review of Proposals in Phase II, it may submit to the Budget Director and Commissioner of the administering City department a recommended short list of Respondents (Phase III), or the EC may forego Phase III and submit a recommendation to select Respondents, or a recommendation to reject any or all Proposals. The City reserves the right to award one or more contracts.

Phase III- Site Visit, System/Product Demonstration and/or Oral Presentations

If the EC submits a short list of Respondents for further review, then, in the sole discretion of the Budget Director of the administering City department and the Chief Procurement Officer, those short-listed Respondents may be subject to a site visit, system/product demonstration and/or be invited to appear before the Evaluation Committee for an oral presentation to clarify in more detail information what was submitted in Respondent's Proposal; and/or to ask Respondent to respond to additional questions.

Following oral presentations, the Evaluation Committee will make a final evaluation of the Respondents and submit its recommendation to the Budget Director of the administering City department. Such

recommendation may be to enter into negotiations with only one Respondent or may be to enter into negotiations with more than one Respondent.

Upon receipt of the EC's recommendation, the Budget Director of the administering City department will submit a decision (concurrence or rejection of the EC's recommendation) to the Chief Procurement Officer. The Chief Procurement Officer shall then consider the Budget Director of the administering City department's recommendation and exercise her authority to either notify the Respondent(s) to enter into contract negotiations or reject the recommendation and offer alternate options.

The City will require the Selected Respondent(s) to participate in contract negotiations. In order to award a contract that represents the best value to the City, as determined by the Budget Director of the administering City department and the Chief Procurement Officer, the City reserves the right to enter into concurrent competitive price negotiations with one or more qualified Respondent(s). The City's requirement that a Selected Respondent negotiate is not a commitment by the City to award a contract.

The City reserves the right to terminate this RFP solicitation at any stage if the Chief Procurement Officer determines this action to be in the City's best interest. The receipt of Proposals or other documents will in no way obligate the City of Chicago to enter into any contract of any kind with any party.

VIII. ADDITIONAL DETAILS OF THE RFP PROCESS

A. ADDENDA

If it becomes necessary to revise or expand upon any part of this RFP, the City will send an email notification to prospective Respondents who have indicated intent to propose in this RFP that an addendum or clarification has been issued. The Clarifications and Addenda will be available at the following URL: www.cityofchicago.org/bids

Prospective Respondents that have indicated interest in this RFP will receive an email that an Addendum or Clarification has been issued. There may be multiple Clarifications and Addenda. Failure to obtain Clarifications and/or Addenda, for whatever cause, will not relieve Prospective Respondents from the obligation to comply with any changed or additional terms and conditions contained in the Clarifications and Addenda.

Electronic acknowledgement of Clarifications and/or Addenda is mandatory to submit an electronic Proposal.

Any harm to the prospective Respondent resulting from failure to obtain all necessary documents, for whatever cause, will not be valid grounds for a protest against award(s) made under this RFP solicitation.

Each addendum is incorporated as part of the RFP documents, and the prospective Respondent should acknowledge receipt. Respondents are solely responsible for acquiring the necessary information or materials available at the following URL: www.cityofchicago.org/bidst

A copy of addenda associated with this RFP specification number will also be posted on the City of Chicago Department of Procurement Services' website. Prospective Respondents are listed on the Take-Out Sheet.

An addendum may include, but will not be limited to, the following:

1. Responses to questions and requests for clarification sent to the Department of Procurement Services; or
2. Responses to questions and requests for clarification raised at the Pre-Proposal Conference; or
3. Responses to questions and requests for clarification which were sent in by the deadline for submission of questions; all in accordance with the provisions of Section IV A.1 herein.

B. City's Rights to Reject Proposals

The City of Chicago, acting through its Chief Procurement Officer, reserves the right to reject any and all Proposals that do not conform to the requirements set forth in this RFP; or that do not contain at least the information required by this RFP. If no Respondent is selected through this RFP process, then the Chief Procurement Officer may utilize any other procurement method available under the Municipal Purchasing Act and the Municipal Code of Chicago, to obtain the Services described in this RFP or as may otherwise be so required.

C. No Liability 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/or participating in any conferences, site visits, demonstrations, oral presentations, or negotiations.

D. Prohibition on Certain Contributions - Mayoral Executive 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, Contractor'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 Contractor, 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 entitle 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 Contractor's bid.

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.

E. False Statements

1. 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)

2. 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)

3. 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)

F. 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.

G. Policy Prohibiting Sexual Harassment (Section 2-92-612 of the Chicago Municipal Code)

Contractor shall, as prescribed by the Chief Procurement Officer, attest by affidavit (in the form of the "Sexual Harassment Policy Affidavit" Exhibit 10 attached hereto) that Contractor has a written policy prohibiting sexual harassment that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment; and (iii) the legal recourse available for victims of sexual harassment. The Respondents Inquiry Deadline is listed on the front cover of the RFP Documents under "Deadline for Questions." Inquiries received after the Respondents Inquiry Deadline will not be answered except at the discretion of the Chief Procurement Officer.

addendum duly issued by the Chief Procurement Officer. Respondents cannot rely on oral or informal responses; such answers will not be binding upon the City.

4. Completion of the RFP Documents

Each Respondent must complete all of the forms listed on the RFP Submittal Checklist in the Requirements section and scan and upload them as attachments to the electronic proposal submission. Respondent may not change any of the RFP Documents. Any changes made by a Respondent to the Proposal Documents may result in rejection of the Proposal and will not be binding upon the City.

Respondents must submit their pricing as an attachment by email to be reviewed by the Evaluation Committee for consideration.

4. Date, Time, and Place

Proposals are to be submitted electronically to the Department of Asset, Information and Services on the date and prior to the time stated on the Cover Page of the RFP Documents, or any addendum issued by the City to change such Proposal Opening Date. No Proposal will be accepted after the Proposal Opening Date. The time of the receipt of the Proposal will be determined solely by the "Time of Quote" as stated herein.

**RFP for CURTAILMENT SERVICE PROVIDERS TO MANAGE THE CITY OF CHICAGO'S
PARTICIPATION IN THE PJM EMERGENCY CAPACITY DEMAND RESPONSE PROGRAM**

EXHIBIT 1 – SCOPE OF SERVICES

The City seeks a CSP who will provide the following services:

1. Enroll the City's specified accounts in the PJM Emergency Capacity Demand Response Program for the Year-round Program.
2. Work cooperatively with the City's representative(s) to identify any additional City accounts that might reasonably enroll in the Program to the City's benefit.
3. Prior to the start of each program year, provide the City with formal notification that includes verification of enrollment, notification lead times and committed summer and winter firm service level for the City's specified accounts, as well as a calculation of the expected credit for the program year the City can anticipate, assuming full compliance with program requirements.
4. Notify the designated City representative(s) of the date and time of the annual mandatory test when that date is known for each year of the City's participation.
5. Timely notify the designated City representative(s) of the date and time of any emergency demand response event requiring the City's participation.
6. Perform all measurement, verification and settlement activities and comply with all PJM reporting rules and regulations.
7. Provide the City with a detailed event performance report and payment statement following the annual mandatory test event, and any emergency demand response events should they occur, highlighting any deviation from full compliance.
8. Make payment to the City for program participation in the program and for all emergency events in a timely fashion and in accordance with the payment schedule.

EXHIBIT 2

SCHEDULE OF COMPENSATION

COMPENSATION SCHEDULE FOR CURTAILMENT SERVICES PROVIDER (CSP)

MW = Mega Watt

Proposed payment split between the CSP and the City.

CSP % ____; City %: ____

Provide an example of and describe the CSP's payment calculation to the City including a payment schedule detailing when payments would be made to the City.

For this purpose of this Exhibit 2, assume a 10 MW year-round reduction commitment with

a) a summer test date.

b) a winter test date:

Will your firm support the City if the City determined that it could commit to a Summer demand reduction quantity a) higher than a Winter reduction quantity: Yes ____ ; No ____

b) lower than the Winter reduction quantity: Yes ____ ; No ____

Specify any conditions attached to this approach.

Provide additional payment examples assuming a) a 10 MW Summer commitment and a 15 MW Winter commitment:

assuming b) a 15 MW Summer commitment and a 10 MW Winter commitment:

d) Indicate under what circumstance(s), if any, the City would be responsible for financial penalties. Provide a numerical example.

e) Fees

- Indicate if enrollment in the program requires specialized equipment, such as meters, to be installed. If so, will a fee be charged? Will the fees be deducted from the program payments? Will the equipment become the City's property at the end of the contract?

Outline any other fees the City would be responsible for under your firm's proposal, including any Utility fees.

The City reserves the right to negotiate a final price, terms, and conditions with selected Respondent(s); the City reserves the right to have discussions with those Respondents falling within a competitive range and to request revised pricing offers for contract award or to conduct contract negotiations.

EXHIBIT 3 COMPANY PROFILE INFORMATION

COMPANY PROFILE INFORMATION

The RESPONDENT(s) shall copy and complete this form for each reference (Required: Three (3) References for projects within the last five years) being submitted as demonstration of the RESPONDENT(s) prior experience. RESPONDENT(s) is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered. RESPONDENT(s) is advised omission of this form may result in disqualification.

RESPONDENT(s) Name:	
Reference Information (Prior Services Performed For)	
Name of Reference Company:	
Address of Reference Company:	
Reference Contact Person Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by City of Chicago for additional discussions regarding my company's association with the Respondent referenced above: _____

Signature of Reference Contact Person

Date of Signature

EXHIBIT 4 COMPANY REFERENCES/CLIENT PROFILE INFORMATION

Submit a completed client profile information sheet for each company reference. Provide a minimum of 2 references.

(1) Client Name: _____

(2) Address: _____

(3) City, State, Zip Code: _____

(4) Project Manager: _____

(5) Telephone Number: _____

(6) E-mail: _____

(7) Number of Employees in Client Organization: _____

(8) Project Scope of Services/Goals: _____

(9) Contract Award Date: _____ Completion Date: _____

(10) Initial Contract Amount: \$ _____ Final Contract Amount: \$ _____

(11) Describe how the client's goals were met. Describe how the Services were implemented. Attach additional pages, as necessary.

(12) Discuss significant obstacles to providing the required services and how those obstacles were overcome:

(13) Is the client still utilizing the Services outlined above?

(14) What was the cost/financing structure of the contract?

EXHIBIT 5
ONLINE CITY OF CHICAGO ECONOMIC DISCLOSURE
STATEMENT AND AFFIDAVIT (EDS) INSTRUCTIONS

WHEN SUBMITTING YOUR RESPONSE TO THIS REQUEST FOR PROPOSAL (RFP), FOR ENERGY MANAGEMENT AND ADVISORY SERVICES, SPECIFICATION NO. **1257550** THE RESPONDENT(S) 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 V. B.12, 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.
	1. Email address to correspond with the Online EDS system.
	2. 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 Commissioners, 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:
 - _____ d. Name
 - _____ e. Address
 - _____ f. 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,

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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.

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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 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:

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- 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 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 ONLINE EDS ACKNOWLEDGEMENT

The undersigned, hereby acknowledges having received Specification No. **1257750** containing a full set of RFP 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 RFP 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)

EXHIBIT 6 CONTRACT INSURANCE REQUIREMENTS

CURTAILMENT SERVICE PROVIDERS TO MANAGE THE CITY OF CHICAGO'S PARTICIPATION IN THE PJM EMERGENCY CAPACITY DEMAND RESPONSE PROGRAM PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

A. INSURANCE REQUIRED

Consultant must provide and maintain at Consultant's own expense, during the term of the Agreement and during the time period following expiration if Consultant 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 Agreement.

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

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work, services or operations under this Agreement 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.

Consultant 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 coverage 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 the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverage must include but not be limited to 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 and other entities as required by City must be provided additional insured status with respect to liability arising out of Consultant's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Consultant's acts or omissions, whether such liability is attributable to the Consultant 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.

Consultant 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 coverage 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, Automobile Liability Insurance must be maintained by the Consultant with limits of not less than \$1,000,000 per occurrence or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. The City is to be added as an additional insured on a primary, non-contributory basis.

Consultant 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) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$4,000,000 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.

Consultant 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.

4) Professional Liability (Primary and Umbrella)

When any professional consultants perform work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$5,000,000. Coverage must include, but not be limited to, technology errors and omissions and pollution liability if environmental site assessments are conducted when applicable. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

5) Cyber Liability (Primary and Umbrella)

Cyber Liability must be maintained with limits of not less than \$5,000,000 for each occurrence or claim if coverage is commercially available and financially feasible as deemed by the City. Coverage must be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and must include, but not be limited to, the following: invasion of privacy violations, information theft, release of private information, extortion and network security, breach response coverage and cost, regulatory liability including fines and penalties and credit monitoring expenses, denial or loss of service, unauthorized access to or use of computer systems, no exclusion/restriction for unencrypted portable devices/media may be on the policy and introduction, implantation, and/or spread of malicious software code and property damage liability in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the City that will

be in the care, custody, or control of Contractor must also be included. The City must be named as an indemnified party or additional insured. Should the City be named as an additional insured and the policy contains an insured vs insured exclusion, the exclusion must be amended and not be applicable to the City.

B. Additional Requirements

Evidence of Insurance. Consultant must furnish the City, Chicago Department of Procurement Services, 121 N. LaSalle Street, Room 806, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and

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endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. 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 Consultant, 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. Consultant must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Consultant for liabilities which may arise from or relate to the Agreement. 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 Consultant to comply with required coverage and terms and conditions outlined herein will not limit Consultant's liability or responsibility nor does it relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Consultant must provide 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 Consultant.

Waiver of Subrogation. Consultant hereby waives its rights 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 Agreement. Consultant 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 Consultant's insurer(s).

Consultants Insurance Primary. All insurance required of Consultant under this Agreement must be endorsed to state that Consultant's insurance policy is primary and not contributory with any insurance procured or maintained by the City.

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

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

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

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

Joint Venture or Limited Liability Company. If Consultant 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 Consultant. If the Consultant desires additional coverages, the Consultant will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Consultant must name the Subcontractor(s) as a named **insured(s) under Consultant's insurance or Consultant 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 and Professional Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by the Consultant and may be subject to approval by the City. Consultant must determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. The consultant is responsible for ensuring that each Subcontractor has named the City as an additional insured where required on an additional insured endorsement form acceptable to the City. Consultant 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, the Consultant must provide the City certificates of insurance and additional insured endorsements or other evidence of insurance. Failure of the Subcontractor(s) to comply with **required coverage and terms and conditions outlined herein will not limit Consultant's liability or responsibility.**

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

EXHIBIT 7 FEDERALLY REQUIRED TERMS (IF APPLICABLE)

Article 1 TERMS FOR FEDERALLY FUNDED SERVICES

Contractors must also comply with the following terms and conditions where Services are funded in whole or in part by federal funds; where any City provisions may contradict a federal requirement, the federal requirement will take precedence.

1.1 General

Contractor acknowledges that the fees it will receive for performing the Services include federal funds the City will obtain from the Department of Treasury pursuant to Section 603 of the Social Security Act, which establishes the Coronavirus Local Fiscal Recovery Fund, as added by Section 9901 of the American Rescue Plan Act ("ARPA"), a copy of which is attached to this Exhibit (the "Grant Agreement"). The Contractor will comply with all regulations, guidance, and law pertaining to the funding source, as may be amended from time to time, that are applicable to Contractor's delivery of products and services under this Agreement.

As such, the following acknowledgements and provisions are hereby made part of this Agreement:

1.2 Certification Regarding Lobbying

In accordance with 32 USC 1352, Contractor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress regarding the award of federal assistance or the extension, continuation, renewal, or amendment, of federal assistance, or the extension, continuation, renewal, or amendment, of any federal assistance agreement.

If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with the Agreement, the Contractor must also complete and submit federal form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

Contractor must also include the language of this certification in any contracts with its Subcontractors. All Subcontractors are also subject to certification and disclosure.

This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 U.S.C. Section 1352 (1989).

1.3 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction

As required by Executive Orders 12549 and 12689, as well as 2 CFR Part 200, including Appendix II, as amended, its implementing regulations, as applicable, the Contractor certifies that it and its principals:

- (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by and federal agency;
- (ii) have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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- (iii) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (ii) of this certification; and
- (iv) have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction.

1.4 Drug Free Certification

Contractor shall comply with the federal Drug-Free Workplace Act of 1988, 41 U.S.C. §702.

1.5 Clean Water

Contractor must comply with all applicable standards, orders, and regulations issued under the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. Contractor must report and require each Subcontractor to report any violation of these requirements resulting from any activity related to the implementation of this Agreement to the City and the appropriate U.S. EPA Regional Office.

1.6 Air Quality

Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor must report and require each Subcontractor to report any violation of these requirements resulting from any activity related to the implementation of this Agreement to the City and the appropriate U.S. EPA Regional Office.

1.7 Energy Efficiency

Contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

1.8 Procurement of recovered materials.

Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

1.9 Breach of Contract

Any violation or breach of terms of this Agreement on the part of the Contractor or its Subcontractors may result in the suspension or termination of this Agreement or any such other action that may be necessary to enforce the rights of the parties of this Agreement. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

1.10 Remedies

Pursuant to 2 CFR Part 200 Appendix II City is entitled to exercise all administrative, contractual, or other remedies permitted by law in accordance with the terms, conditions and procedures set forth in this Agreement.

1.11 Termination

Pursuant to 2 CFR Part 200 Appendix II, City may terminate this Contract for cause or convenience in accordance with the terms, conditions, and procedures set forth in this Agreement.

1.12 Subcontractors

Contractor must require all Subcontractors to comply with the obligations of this Exhibit by incorporating the terms and conditions of this Exhibit into all subcontracts.

1.13 Prohibition on certain telecommunications and video surveillance services or equipment:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

1.14 Access to Records and Reports

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the City, the Comptroller General of the United States, and the State of Illinois or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period that is the longer of five years or as required by relevant retention schedules after final payment is made and all pending matters are closed.

1.15 Domestic preferences for procurements:

Contractor and any subcontractors agree to comply with 2 CFR 200.322, "Domestic Preference for Procurements." To the extent practicable in the performance of this contract, the Contractor and subcontractors are to use Manufactured Products that were produced in the United States as defined by that section.

1.16 Modification and Amendment of the Grant

The contractor acknowledges that modifications to the Grant Agreement may be required because of changes in state or federal law or regulations as determined by Treasury. Any such required modification must be incorporated into and will be part of the Grant Agreement.

1.17 Compliance with Terms of Grant

Notwithstanding anything in this Agreement to the contrary, Contractor is subject to and must conform with all of the terms and conditions of the Grant Agreement, now and as it may be amended from time to time, that are expressly applicable to Contractor's delivery of products and services under this Agreement.

1.18 Compliance with Applicable Law and Regulations

Contractor shall comply, and require any subcontractor to comply, with all the requirements of sections 602 and 603 of the Social Security Act, regulations adopted by the Department of Treasury pursuant to section 602(f) and 603(f) of the Social Security Act, guidance issued by the Department of Treasury regarding the foregoing, and all applicable federal, state, and local laws, statutes, regulations, ordinances, and executive orders, including the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable and subject to such exceptions as may be otherwise provided by Treasury and Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations
- x. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance.
- xi. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability.
- xii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- xiii. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
- xiv. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

1.19 Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Contractor should adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

1.20 Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 512225(Oct. 6, 2009) Contractor should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving.

1.21 Publications

Any publications produced with funds from this award must display the following language: "This project [is being][was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to City of Chicago by the U.S. Department of the Treasury."

1.22 Conflicts of Interest

Subrecipients must disclose in writing to the Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

1.23 Compliance with Civil Rights Requirements

Contractor shall comply with the following requirements of Title VI of the Civil Rights Act of 1964 and include the following in all subcontracts:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

EXHIBIT 8: SEXUAL HARASSMENT POLICY AFFIDAVIT (SECTION 2-92-612)

The policy prohibiting sexual harassment as described in Section 2-92-612 of the Municipal Code of Chicago ("MCC") is applicable to contracts paid from funds belonging to or administered by the City.

Contract title: RFP FOR CURTAILMENT SERVICE PROVIDERS TO MANAGE THE CITY OF CHICAGO'S
PARTICIPATION IN THE PJM EMERGENCY CAPACITY DEMAND RESPONSE PROGRAM
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In accordance with requirements set forth in Section 2-92-612 of the MCC, Contractor hereby attests that Contractor has a written policy prohibiting sexual harassment that includes, at a minimum, the following information:

- (i) the illegality of sexual harassment;
- (ii) the definition of sexual harassment; and
- (iii) the legal recourse available for victims of sexual harassment.

The contractor understands that it may be required to produce records to the CPO to verify the information provided.

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of Contractor, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Name of Contractor: _____
(Print or Type)

Signature of Authorized Officer: _____ (Signature)
Title of Signatory: _____
(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by
_____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

EXHIBIT 9: SUPPLEMENTAL CONTRACT TERMS RELATING TO EXECUTIVE ORDER 2021-2

1.1. Supplement to Special Conditions Regarding MBE Commitment and WBE Commitment or Special

Conditions Regarding DBE Commitment: Quarterly Reporting

1.1.1. Policy

Pursuant to Mayoral Executive Order 2021-2, contractors must submit quarterly reports regarding the utilization of MBE and WBE firms, or DBE firms, on their contracts.

1.1.2. Projected Utilization Schedule

Prior to contract award, anticipated contract awardee must submit a "Projected Utilization Schedule," in a form acceptable to the CPO, showing when and to what extent in the schedule for performance of the Contract the MBEs and WBEs or DBEs listed on the Schedules C and D for the Contract are expected to be used toward the contract-specific goals. Contracts that do not have goals are exempt from this requirement.

For master agreements for task order professional services awarded pursuant to a Request for Qualifications, Projected Utilization Schedules for each task will be submitted with the task order proposal and finalized prior to award or assignment of the task, as applicable.

The CPO may require explanations or submittal of a revised or more detailed Schedule at any time prior to or after award of the contract as the CPO deems appropriate in order to facilitate compliance with the M/WBE or DBE commitments of the Contract.

1.1.3. Quarterly Summary Utilization Reports

Each quarter, Contractor must submit a Summary Utilization Report, in a form acceptable to the CPO, comparing projected usage with actual usage. If actual usage is more than 5% below the value of projected usage (based on a percentage of the value of anticipated M/WBE expenditures), Contractor must provide an explanation for the discrepancy, and a recovery plan. Recovery plans should include a proposed revised Projected Utilization Schedule if Contractor anticipates that actual utilization will not meet projected utilization before the next quarterly report would be due. The CPO may require the Contractor to meet with the City to discuss and revise the recovery plan as the CPO deems appropriate.

1.1.4. Changes to Compliance Plan

Requests for approval of revisions to Contractor's Compliance Plan must be accompanied by a revised.

Projected Utilization Schedule consistent with the request.

1.2. Supplement to Standard Terms and Conditions: Business Diversity Program Reporting

1.2.1. Policy

Pursuant to Mayoral Executive Order 2021-2, contractors must submit annual reports regarding the contractors' efforts regarding utilization of MBE and WBE firms, and other historically underutilized firms.

1.2.2. Definitions

"Business Diversity Program" means a program or initiative of a business enterprise which encourages or facilitates the use of minority-owned, women-owned, and other historically underutilized businesses as contractors, consultants, suppliers, or service providers for that business.

"Certified Firms" means firms possessing certifications recognized by the City of Chicago pursuant to MCC Chapter 2-92 or 49 CFR Parts 23 or 26. Specifically, MBEs, WBEs, BEPDs, VBEs, and DBEs.

1.2.3. Business Diversity Program Reports

Contractor must submit an annual report, in a form acceptable to the CPO, on July 1 of each year (or other date designated by the CPO) containing information about the Contractor's Business Diversity Program, if information is available. However, for Contracts awarded June 1 through July 1, the due date for the first annual report will be August 1, all subsequent reports will be due July 1. Information to be provided will include:

- Whether Contractor has a Business Diversity Program.
- Description of the Contractor's Business Diversity Program, if any.
- Information on expenditure of goods and services from minority-owned firms and women-owned firms during the prior calendar year, expressed in dollars and percentages, to the extent information is available. For reports due in 2021, information on expenditures in both 2019 and 2020 should be provided if available.
- For each year after the first year, information on progress or changes in the program in the prior year if such information exists.

Reports shall be submitted to a City office or location anticipated to be identified by June 15, 2021.

1.2.4. Applicability

Contractor must submit the reports required by this Section 1.2 unless:

- (A) Contractor is a Certified Firm; or
- (B) The Contract is for professional consulting services of an individual who is either the majority owner of the Contractor or is him- or herself the contracting party as a sole proprietor; or
- (C) The aggregate award value of all City contracts awarded to Contractor between May 31 of the prior year and May 31 of the current year is less than \$100,000; or
- (D) The CPO has otherwise notified the Contractor in writing that the requirement does not apply or that an exception will be made as outlined in Mayoral Executive Order 2021-2.

However, Contractors not required to report may report voluntarily.

EXHIBIT 10 CITY OF CHICAGO SAMPLE PROFESSIONAL SERVICES AGREEMENT

The sample Professional Services Agreement is provided in a separate PDF document along with this solicitation and is available on the DPS website, URL ADDRESS: www.cityofchicago.org/bids

SPECIFICATION NO. 1257550: Exhibit 10 Sample Professional Service Agreement