



CITY OF CHICAGO



DEPARTMENT OF ASSETS, INFORMATION & SERVICES (AIS)

MEMORANDUM

To: The Honorable Pat Dowell
Chairman, Committee on the Budget and Government Operations

From: Sandra Blakemore
Acting Commissioner
Department of Assets, Information & Services

CC: Elizabeth Beatty
Mayor's Office of Intergovernmental Affairs

Date: **October 13, 2022**

Re: Request for Information from Annual Appropriation Committee Hearing

ID: 38-01

The following information is provided in response to questions posed at our department's hearing on October 12, 2022, to discuss the proposed 2023 budget.

Alderman Michelle Harris asked for an update on Council Chambers renovation and improvement projects and timeline for completion.

Planned renovation includes:

- Replacement of ceiling and lighting
- Interior walls coverings removed and replaced or painted
- Electrical work for new recessed screens at the rostrum
- Custom built partitions between Council Chambers and gallery seating
-

Timeline will be subject to funding approvals and scheduled meetings for Chamber usage; anticipated to be completed in the 2nd half of 2023.

As always, please let me know if you have any further questions.



CITY OF CHICAGO



DEPARTMENT OF ASSETS, INFORMATION & SERVICES (AIS)

MEMORANDUM

To: The Honorable Pat Dowell
Chairman, Committee on the Budget and Government Operations

From: Sandra Blakemore
Acting Commissioner
Department of Assets, Information & Services

CC: Elizabeth Beatty
Mayor's Office of Intergovernmental Affairs

Date: October 13, 2022

Re: Request for Information from Annual Appropriation Committee Hearing

ID: 38-02

The following information is provided in response to questions posed at our department's hearing on October 12, 2022, to discuss the proposed 2023 budget.

Alderman Leslie Hairston asked for a list of all vendors that provide services to the Department with Appropriation 140 and include the MBE and WBE breakdown.

Attached is the requested list.

As always, please let me know if you have any further questions.

VENDOR PAYMENTS
1/1/22 to 7/31/22
ACCOUNT 0140

Vendor Name	ACCOUNT CODE	PAYMENT COUNT	PAYMENT AMOUNT	MBE/WBE	ETHNICITY	MBE	MBE - AA	MBE - ASIAN	MBE - HISPANIC	MBE - NATIVE AMERICAN	WBE	CONTRACT DESCRIPTION
ABM INDUSTRY GROUPS, LLC	220140	4	\$44,901.45	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Janitorial Services
ACR INC	220140	1	\$74,513.13	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Environmental Response Services: Fire, Smoke, Storm, Water & Mold Damage Professional Environmental Assessment,
AECOM TECHNICAL SERVICES	220140	7	\$514,160.53	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Engineering & Ecological Services
AIMEE HEINZEL	220140	1	\$299.00	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Non-Contract
AMERESCO, INC.	220140	6	\$182,700.00	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Energy Management & Advisory Services
AMERICAN BUILDING SERVICES LLC	220140	1	\$846.74	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Locksmith Services
AN EXECUTIVE DECISION	220140	1	\$853.01	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Non-Contract
AT&T CORP	220140	1	\$7,956.72	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Network Service
BCR LLC AUTOMOTIVE GROUP DBA ROESCH FORD	220140	2	\$42,568.85	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Vehicle Equipment
BIG TENT EVENTS	220140	3	\$13,443.56	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Non-Contract
BIRKENHEIER, GERALD R	220140	1	\$120.00	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Non-Contract
BRECHSEIN ENGINEERING	220140	2	\$20,842.75	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Professional Environmental Assessment, Engineering & Ecological Services
BUILDERS CHICAGO CORPORATION	220140	1	\$604.62	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Overhead & Automatic Doors Repair & Maintenance
C & C COMMUNICATIONS	220140	1	\$9,258.61	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Various Communication Cable & Equipment Leasing of City Wide Copiers & Print
CANON SOLUTIONS AMERICA INC	220140	3	\$38,000.00	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Management Services
CARNOW CONIBEAR & ASSOC., LTD.	220140	9	\$219,060.02	WBE	CAUCASIAN	\$219,060.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Professional Environmental Assessment, Engineering & Ecological Services
CBRE INC.	220140	7	\$4,735,364.77	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Property Management Services
CDM SMITH	220140	11	\$308,596.81	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Professional Environmental Assessment, Engineering & Ecological Services
CDW GOVERNMENT, LLC.	220140	2	\$50,996.33	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Software Products and Network Equipment
CHICAGO TRANSIT AUTHORITY 01	220140	1	\$205,048.76	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Non-Contract
CITY UTILITY EQUIPMENT SALES & LEASING COMPANY	220140	3	\$17,824.82	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Rental of Heavy Equipment
CLARITY PARTNERS LLC	220140	2	\$73,695.00	MBE	ASIAN	\$73,695.00	\$0.00	\$73,695.00	\$0.00	\$0.00	\$0.00	50.00 Application Development: Database Support, IT Infrastructure & Development, IT Management Consulting & Information Security
COMPUTER AID INC	220140	18	\$365,157.32	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Consolidated Application Support for Enterprise Application
CONTENPORARY PARTY RENTAL	220140	1	\$3,420.00	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Non-Contract
COOK COUNTY RECORDER OF DEEDS 01	220140	2	\$239.00	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Non-Contract
DAYSRING PROFESSIONAL JANITOR	220140	4	\$33,005.40	MBE	AFRICAN AMERICAN	\$33,005.40	\$33,005.40	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Janitorial Services
DELL MARKETING L.P.	220140	2	\$1,284.98	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Computer Hardware, Software & Related Maintenance & Installation Services
DOOR AND WINDOW GUARD SYSTEMS, INC	220140	8	\$13,353.75	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Board Up Services - Security Panels & Security Windows
DRAPE KINGS	220140	20	\$154,019.86	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Non-Contract
EDR	220140	4	\$62,350.00	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Non-Contract
ENTERPRISE LEASING CO. OF CHICAGO	220140	1	\$14,640.00	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Rental of Automobiles, Vans, SUVs & Box Trucks
EXETER ASSOCIATES, INC	220140	1	\$10,000.00	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Non-Contract
FLEET PORTFOLIO VENTURE LLC	220140	1	\$13,457.64	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Non-Contract
GENUINE PARTS COMPANY DBA NAPA	220140	6	\$2,815,326.00	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Vehicle & Equipment Parts Management & Supply Services (NAPA)
GRANITE CONSTRUCTION COMPANY	220140	7	\$1,234,062.74	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Systems (GBMS)
GRAYBAR ELECTRIC CO INC	220140	1	\$669.90	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Electrical Supplies
HASTINGS CENTER OFFICE LLC	220140	5	\$509,945.90	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Lease
HERC RENTALS INC	220140	15	\$44,380.10	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Rental of Heavy Equipment
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY	220140	6	\$20,003.83	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Non-Contract
INDUSTRIAL FENCE INC.	220140	1	\$5,670.88	MBE	HISPANIC	\$5,670.88	\$0.00	\$0.00	\$5,670.88	\$0.00	\$0.00	50.00 Maintenance, Repair & Installation of Fencing
IRON MOUNTAIN RECORDS	220140	4	\$95,718.15	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Records Storage & Management
KEITH WEITZMAN	220140	1	\$2,228.99	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Non-Contract
LEO GRAPHICS CHICAGO LLC	220140	1	\$700.00	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Non-Contract
LUSE ENVIRONMENTAL SERVICES, INC.	220140	1	\$3,336.11	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Removal & Clean Up
MARQUEE EVENT GROUP INC	220140	13	\$45,335.42	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Rental of Items for City Festival & Events
MB REAL ESTATE SERVICES INC	220140	9	\$3,500,613.98	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Property Management Services
MIDWEST MOVING & STORAGE, INC.	220140	2	\$62,498.40	MBE	HISPANIC	\$62,498.40	\$0.00	\$0.00	\$62,498.40	\$0.00	\$0.00	50.00 Professional Moving Services
OLD VETERAN CONSTRUCTION, INC	220140	2	\$179,473.76	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 JOC Remediation of Contaminated Sites
PARTYTIME-HDO PRODUCTIONS INC.	220140	1	\$21,195.00	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Non-Contract
PETER R MEYERS - ARBITRATOR	220140	1	\$900.00	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Non-Contract
PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	220140	1	\$6,337.44	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Leasing of Mailing Equipment
POSTAGE BY PHONE	220140	3	\$12,766.87	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Non-Contract
PUBLIC BUILDING COMMISSION CHG	220140	3	\$633,418.46	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Capital Program & Construction Services
R & S MARCHING ARTS	220140	6	\$21,560.00	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Non-Contract
R4 SERVICES, LLC.	220140	4	\$155,663.09	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Records Storage & Management
RAPISCAN SYSTEMS INC	220140	1	\$22,375.00	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Non-Contract
RENT COM INC	220140	18	\$231,692.00	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Non-Contract
RESOLUTE INDUSTRIAL LLC	220140	2	\$22,485.01	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Non-Contract
RICOH USA INC	220140	4	\$62,079.94	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Leasing of High Volume Color Production Copiers (Graphics)
RIDDFORD ROOFING CO.	220140	2	\$539,486.82	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Roofing Repair & Replacement
RODERICK, JACOB M	220140	1	\$275.00	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Non-Contract
ROUX ASSOCIATES, INC.	220140	2	\$8,122.44	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Professional Environmental Assessment, Engineering & Ecological Services
SDI PRESENCE LLC	220140	9	\$1,801,482.88	MBE	ASIAN	\$1,801,482.88	\$0.00	\$1,801,482.88	\$0.00	\$0.00	\$0.00	50.00 IT Infrastructure Services
SERVICE SANITATION	220140	3	\$15,047.00	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Portable Sanitation Portals
SET ENVIRONMENTAL INC	220140	6	\$100,457.59	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Environmental Response Services: Hazardous Material Handling
SILK SCREEN EXPRESS, INC.	220140	1	\$286.00	WBE	HISPANIC	\$286.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Promotional Wearables & Items
SKYTECH ENTERPRISES, LTD	220140	12	\$2,197,649.58	MBE	AMERICAN	\$2,197,649.58	\$2,197,649.58	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Unarmed Security Guard Services
SOPHISTICATED EVENTS AND DESIGN CO.	220140	18	\$64,830.00	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Non-Contract
SOUTHWEST INDUSTRIES D/B/A	220140	2	\$520.00	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Elevator Maintenance & Repair
SPEEDY GONZALEZ LANDSCAPING INC	220140	1	\$350.00	MBE	HISPANIC	\$350.00	\$0.00	\$0.00	\$350.00	\$0.00	\$0.00	50.00 Snow Plowing Services
STANTEC CONSULTING SERVICE, INC	220140	2	\$7,032.00	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Professional Environmental Assessment, Engineering & Ecological Services
STEINER SECURITY SERVICES, INC	220140	19	\$489,296.29	MBE	AMERICAN	\$489,296.29	\$489,296.29	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Unarmed Security Guard Services
SUNBELT STAFFING LLC	220140	1	\$2,208.00	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Temporary Medical Personnel Services
TABLESCAPES, LTD	220140	2	\$3,661.65	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Non-Contract
TERRACON CONSULTANTS INC	220140	13	\$11,627.24	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Professional Environmental Assessment, Engineering & Ecological Services
TETRA TECH INC	220140	12	\$948,316.43	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Professional Environmental Assessment, Engineering & Ecological Services
TRANE U.S. INC	220140	2	\$485,381.10	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 HVAC Repair & Maintenance & Energy Efficiency Service
TRI-ANGLE FABRICATION & BODY	220140	1	\$6,403.80	MBE	HISPANIC	\$6,403.80	\$0.00	\$0.00	\$6,403.80	\$0.00	\$0.00	50.00 Parts & Service for Heavy Machinery
TRULY BATH & CANDLE	220140	3	\$3,750.00	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Non-Contract
UNITED SECURITY SERVICES, INC.	220140	1	\$5,471.47	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00 Armed Guard Security Services
UNIVERSAL PROTECTION SERVICE, LLC	220140	1	\$361,148.									

WICKERT JIMENEZ, SHEROZ R	220140	1	\$457.26	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Non-Contract
WINDY CITY CONSULTING	220140	6	\$14,300.00	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Non-Contract
WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS INC	220140	1	\$28,566.00	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Professional Environmental Assessment, Engineering & Ecological Services
WSP USA INC.	220140	1	\$3,951.25	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Professional Energy Consultation & Services
		376	\$24,144,969.62			\$4,889,398.25	\$2,719,951.27	\$1,875,177.88	\$74,923.08	\$0.00	\$219,346.02	
						20.25%	11.27%	7.77%	0.31%	0.00%	0.91%	

2022 0140		
FUND SPEND		
SUMMARY:		
TOTAL CONTRACT PAYMENTS	\$24,144,969.62	
PAYMENTS TO PRIMES BY ETHNICITY		
PRIMES - AA	\$2,719,951.27	11.27%
PRIMES - HISPANIC	\$74,923.08	0.31%
PRIMES - ASIAN	\$1,875,177.88	7.77%
NATIVE AMERICAN	\$0.00	0.00%
	\$4,670,052.23	19.34%
PAYMENTS TO MWBE		
AA	\$2,719,951.27	11.27%
HISPANIC	\$74,923.08	0.31%
ASIAN	\$1,875,177.88	7.77%
NATIVE AMERICAN	\$0.00	0.00%
WBE	\$219,346.02	0.91%
NON-	\$19,255,571.37	79.75%
	\$24,144,969.62	100.00%

VENDOR PAYMENTS
1/1/22 to 7/31/22
ACCOUNT 0141

Vendor Name	ACCOUNT CODE	PAYMENT COUNT	PAYMENT AMOUNT	MBE/WBE	ETHNICITY	MBE	MBE - AA	MBE - ASIAN	MBE - HISPANIC	MBE - NATIVE AMERICAN	WBE
GREATER ILLINOIS TITLE CO.	220140	1	\$480.00	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PF APPRAISALS, INC DBA PRAEDIUM VALUATION GROUP, INC	220140	2	\$4,600.00	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
POLACH APPRAISAL GROUP, INC		1	\$2,475.00	NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		4	\$7,555.00			0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

2022 0141 FUND SPEND SUMMARY:		
TOTAL CONTRACT PAYMENTS	\$7,555.00	
PAYMENTS TO PRIMES BY ETHNICITY		
PRIMES - AA	\$0.00	0.00%
PRIMES - HISPANIC	\$0.00	0.00%
PRIMES - ASIAN	\$0.00	0.00%
PRIMES - NATIVE AMERICAN	\$0.00	0.00%
	<u>\$0.00</u>	<u>0.00%</u>
	\$0.00	0.00%
PAYMENTS TO MWBE PRIME		
AA	\$0.00	0.00%
HISPANIC	\$0.00	0.00%
ASIAN	\$0.00	0.00%
NATIVE AMERICAN	\$0.00	0.00%
WBE	\$0.00	0.00%
NON-MINORITY	<u>\$7,555.00</u>	<u>100.00%</u>
	\$7,555.00	100.00%

VENDOR PAYMENTS
1/1/22 to 7/31/22
ACCOUNT 0148

Vendor Name	ACCOUNT CODE	PAYMENT COUNT	PAYMENT AMOUNT
K-PLUS MECHANICAL INC	220148	2	6,685.35
ZEIT ENERGY LLC	220148	1	594.00
		3	7,279.35

MBE/WBE	ETHNICITY	MBE	MBE - AA	MBE -ASIAN	MBE- HISPANIC	MBE- NATIVE AMERICAN	WBE
NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NON-MBE	CAUCASIAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

2022 0148 FUND SPEND SUMMARY:			
TOTAL CONTRACT PAYMENTS		\$7,279.35	
PAYMENTS TO PRIMES BY ETHNICITY			
PRIMES - AA		\$0.00	0.00%
PRIMES - HISPANIC		\$0.00	0.00%
PRIMES - ASIAN		\$0.00	0.00%
PRIMES - NATIVE AMERICAN		<u>\$0.00</u>	0.00%
		\$0.00	0.00%
PAYMENTS TO MWBE PRIME			
AA		\$0.00	0.00%
HISPANIC		\$0.00	0.00%
ASIAN		\$0.00	0.00%
NATIVE AMERICAN		\$0.00	0.00%
WBE		\$0.00	0.00%
NON-MINORITY		<u>\$7,279.35</u>	<u>100.00%</u>
		\$7,279.35	100.00%



CITY OF CHICAGO



3 DEPARTMENT OF ASSETS, INFORMATION & SERVICES (AIS)

MEMORANDUM

To: The Honorable Pat Dowell
Chairman, Committee on the Budget and Government Operations

From: Sandra Blakemore
Acting Commissioner
Department of Assets, Information & Services (AIS)

CC: Elizabeth Beatty
Mayor's Office of Intergovernmental Affairs

Date: October 13, 2022

Re: Request for Information from Annual Appropriation Committee Hearing

ID: 38-03

The following information is provided in response to a question posed at our department's hearing on October 12, 2022, to discuss the proposed 2023 budget.

Alderman David Moore asked how many garbage trucks are assigned to his Ward.

Please note that AIS Fleet Operations manages the active fleet of 516 Streets & Sanitation garbage trucks. However, each using department manages their own asset deployments. AIS would therefore respectfully defer this question to Commissioner Cole Stallard at Streets & Sanitation for response.

As always, please let me know if you have any further questions.



CITY OF CHICAGO



DEPARTMENT OF ASSETS, INFORMATION & SERVICES (AIS)

MEMORANDUM

To: The Honorable Pat Dowell
Chairman, Committee on the Budget and Government Operations

From: Sandra Blakemore
Acting Commissioner
Department of Assets, Information & Services (AIS)

CC: Elizabeth Beatty
Mayor's Office of Intergovernmental Affairs

Date: October 13, 2022

Re: Request for Information from Annual Appropriation Committee

ID: 38-04-2023

The following information is provided in response to questions posed at our department's hearing on October 12, 2022, to discuss the proposed 2023 budget.

Alderman Greg Mitchell asked for an inventory of City owned and leased vehicles, and maintenance schedule.

In response, there are 6,807 city-owned units, 1,346 leased units, and 501 rented units in the Corporate fleet. Maintenance schedules vary from 45 days (example: street sweepers) to annually (example: landscape trailers), based on manufacturer recommendations. Many schedules are based on fuel consumption, in order to address high-idle situations that would not be captured by tracking miles. AIS Fleet Operations would be happy to provide additional detail as needed.

As always, please let me know if you have any further questions.



CITY OF CHICAGO



DEPARTMENT OF ASSETS, INFORMATION & SERVICES (AIS)

MEMORANDUM

To: The Honorable Pat Dowell
Chairman, Committee on the Budget and Government Operations

From: Sandra Blakemore
Acting Commissioner
Department of Assets, Information & Services (AIS)

CC: Elizabeth Beatty
Mayor's Office of Intergovernmental Affairs

Date: October 13, 2022

Re: Request for Information from Annual Appropriation Committee

ID#: 38-05

The following information is provided in response to questions posed at our department's hearing on October 12, 2022, to discuss the proposed 2023 budget.

Alderman Greg Mitchell asked how many active Streets & Sanitation garbage trucks there are, the age of the trucks, and the number of trucks in for service.

In response, as of today (10/13/22), there are 516 active Streets & Sanitation garbage trucks. The average age of these trucks is 12.5 years old. There are currently 172 refuse trucks in for service. Please note that 12 new trucks were recently received to begin to alleviate the age and downtime issues, with 45 more on order.

As always, please let me know if you have any further questions.

Number	Year	Make	Model	Age
S10101	2004	AUTOCAR	XPEDITOR	18
S10102	2004	AUTOCAR	XPEDITOR	18
S10103	2004	AUTOCAR	XPEDITOR	18
S10106	2004	AUTOCAR	XPEDITOR	18
S10107	2004	AUTOCAR	XPEDITOR	18
S10109	2004	AUTOCAR	XPEDITOR	18
S10112	2004	AUTOCAR	XPEDITOR	18
S10113	2004	AUTOCAR	XPEDITOR	18
S10114	2004	AUTOCAR	XPEDITOR	18
S10115	2004	AUTOCAR	XPEDITOR	18
S10117	2004	AUTOCAR	XPEDITOR	18
S10118	2004	AUTOCAR	XPEDITOR	18
S10119	2004	AUTOCAR	XPEDITOR	18
S10121	2005	AUTOCAR	XPEDITOR	17
S10122	2005	AUTOCAR	XPEDITOR	17
S10123	2005	AUTOCAR	XPEDITOR	17
S10124	2005	AUTOCAR	XPEDITOR	17
S10125	2005	AUTOCAR	XPEDITOR	17
S10126	2005	AUTOCAR	XPEDITOR	17
S10127	2005	AUTOCAR	XPEDITOR	17
S10128	2005	AUTOCAR	XPEDITOR	17
S10129	2005	AUTOCAR	XPEDITOR	17
S10130	2005	AUTOCAR	XPEDITOR	17
S10131	2005	AUTOCAR	XPEDITOR	17
S10132	2005	AUTOCAR	XPEDITOR	17
S10133	2005	AUTOCAR	XPEDITOR	17
S10134	2005	AUTOCAR	XPEDITOR	17
S10136	2005	AUTOCAR	XPEDITOR	17
S10137	2005	AUTOCAR	XPEDITOR	17
S10139	2005	AUTOCAR	XPEDITOR	17
S10140	2005	AUTOCAR	XPEDITOR	17
S10141	2005	AUTOCAR	XPEDITOR	17
S10142	2005	AUTOCAR	XPEDITOR	17
S10143	2005	AUTOCAR	XPEDITOR	17
S10144	2005	AUTOCAR	XPEDITOR	17
S10145	2005	AUTOCAR	XPEDITOR	17
S10146	2005	AUTOCAR	XPEDITOR	17
S10147	2005	AUTOCAR	XPEDITOR	17
S10148	2005	AUTOCAR	XPEDITOR	17
S10149	2005	AUTOCAR	XPEDITOR	17
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S10151	2006	AUTOCAR	WX64	16
S10152	2006	AUTOCAR	WX64	16
S10153	2006	AUTOCAR	WX64	16
S10154	2006	AUTOCAR	WX64	16
S10155	2006	AUTOCAR	WX64	16

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S10159	2006 AUTOCAR	WX64	16
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S10167	2006 AUTOCAR	WX64	16
S10168	2006 AUTOCAR	WX64	16
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S10170	2006 AUTOCAR	WX64	16
S10171	2006 AUTOCAR	WX64	16
S10172	2006 AUTOCAR	WX64	16
S10173	2006 AUTOCAR	WX64	16
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S10175	2006 AUTOCAR	WX64	16
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S10219	2007 AUTOCAR	WX64	15
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S10224	2007 AUTOCAR	WX64	15
S10225	2007 AUTOCAR	WXLL64	15
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S10227	2007 AUTOCAR	WXLL64	15
S10228	2007 AUTOCAR	WXLL64	15
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S10405	2013 AUTOCAR	ACX	9
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S10407	2013 AUTOCAR	ACX	9
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S10411	2013 AUTOCAR	ACX	9
S10412	2013 AUTOCAR	ACX	9
S10413	2013 AUTOCAR	ACX	9
S10414	2013 AUTOCAR	ACX	9
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S10445	2013 AUTOCAR	ACX	9
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S10447	2016 CRANE CARR	LET2	6
S10448	2016 CRANE CARR	LET2	6
S10449	2016 CRANE CARR	LET2	6
S10450	2016 CRANE CARR	LET2	6
S10451	2016 CRANE CARR	LET2	6
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S10459	2016 CRANE CARR	LET2	6
S10460	2016 CRANE CARR	LET2	6
S10461	2016 CRANE CARR	LET2	6
S10462	2016 CRANE CARR	LET2	6
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S10473	2016 CRANE CARR	LET2	6
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S10476	2017 CRANE CARR	LET2	5
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S10506	2017 CRANE CARR	COE2	5
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S10510	2020 AUTOCAR	ACMD	2

S10511	2020 AUTOCAR	ACMD	2
S10512	2020 AUTOCAR	ACMD	2
S10513	2020 AUTOCAR	ACMD	2
S10514	2020 AUTOCAR	ACMD	2
S10515	2021 AUTOCAR	ACMD	1
S10516	2021 AUTOCAR	ACMD	1
S10529	2021 CRANE CARR	LNT	1
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S10532	2021 CRANE CARR	LNT	1
S10533	2021 CRANE CARR	LNT	1
S10534	2021 CRANE CARR	LNT	1
S10535	2021 CRANE CARR	LNT	1
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S10538	2021 CRANE CARR	LNT	1
S10539	2021 CRANE CARR	LNT	1
S10540	2021 CRANE CARR	LNT	1
S10631	1997 VOLVO	XPEDITOR	25
S10632	1997 VOLVO	XPEDITOR	25
S10633	1997 VOLVO	XPEDITOR	25
S10725	1999 VOLVO	XPEDITOR	23
S10726	1999 VOLVO	XPEDITOR	23
S10730	1999 VOLVO	XPEDITOR	23
S10741	1999 VOLVO	XPEDITOR	23
S10744	1999 VOLVO	XPEDITOR	23
S10747	1999 VOLVO	XPEDITOR	23
S10753	1999 VOLVO	XPEDITOR	23
S10755	1999 VOLVO	XPEDITOR	23
S10756	1999 VOLVO	XPEDITOR	23
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S10761	1999 VOLVO	XPEDITOR	23
S10763	1999 VOLVO	XPEDITOR	23
S10765	1999 VOLVO	XPEDITOR	23
S10767	1999 VOLVO	XPEDITOR	23
S10770	1999 VOLVO	XPEDITOR	23
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S10773	1999 VOLVO	XPEDITOR	23
S10774	1999 VOLVO	XPEDITOR	23
S10775	1999 VOLVO	XPEDITOR	23
S10776	1999 VOLVO	XPEDITOR	23
S10778	1999 VOLVO	XPEDITOR	23
S10780	1999 VOLVO	XPEDITOR	23
S10801	2001 VOLVO	XPEDITOR	21
S10803	2001 VOLVO	XPEDITOR	21

S10804	2001 VOLVO	XPEDITOR	21
S10807	2001 VOLVO	XPEDITOR	21
S10808	2001 VOLVO	XPEDITOR	21
S10809	2001 VOLVO	XPEDITOR	21
S10810	2001 VOLVO	XPEDITOR	21
S10811	2001 VOLVO	XPEDITOR	21
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S10829	2001 VOLVO	XPEDITOR	21
S10830	2002 VOLVO	XPEDITOR	20
S10833	2002 VOLVO	XPEDITOR	20
S10834	2002 VOLVO	XPEDITOR	20
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S10836	2002 VOLVO	XPEDITOR	20
S10837	2002 VOLVO	XPEDITOR	20
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S10839	2002 VOLVO	XPEDITOR	20
S10842	2002 VOLVO	XPEDITOR	20
S10844	2002 VOLVO	XPEDITOR	20
S10846	2002 VOLVO	XPEDITOR	20
S10847	2002 VOLVO	XPEDITOR	20
S10848	2002 VOLVO	XPEDITOR	20
S10849	2002 VOLVO	XPEDITOR	20
S10851	2002 VOLVO	XPEDITOR	20
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S10891	2003 AUTOCAR	XPEDITOR	19
S10892	2003 AUTOCAR	XPEDITOR	19

S10893	2003 AUTOCAR	XPEDITOR	19
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S10899	2003 AUTOCAR	XPEDITOR	19
S10900	2005 AUTOCAR	XPEDITOR	17
S10901	2005 AUTOCAR	XPEDITOR	17
S10902	2011 CRANE CARR	LET2	11
S10904	2017 CRANE CARR	COE2	5
S10905	2017 CRANE CARR	COE2	5
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S10912	2017 AUTOCAR	ACMD	5
S10913	2017 AUTOCAR	ACMD	5
S10914	2017 AUTOCAR	ACMD	5
S10915	2017 AUTOCAR	ACMD	5
S10916	2015 AUTOCAR	ACMD	7
S10917	2015 AUTOCAR	ACMD	7
S10918	2015 AUTOCAR	ACMD	7
S10919	2015 AUTOCAR	ACMD	7
S10932	2015 AUTOCAR	ACMD	7
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S10952	2007 AUTOCAR	WX42	15
S10962	2019 AUTOCAR	ACMD	3
S10963	2019 AUTOCAR	ACMD	3
S10964	2019 AUTOCAR	ACMD	3
S10965	2019 AUTOCAR	ACMD	3
S10966	2021 AUTOCAR	ACMD	1
S10967	2021 AUTOCAR	ACMD	1
S10968	2021 AUTOCAR	ACMD	1
S10978	2021 AUTOCAR	ACMD	1
S10979	2021 AUTOCAR	ACMD	1
S10980	2021 AUTOCAR	ACMD	1
S10981	2019 AUTOCAR	ACMD	3
S10982	2019 AUTOCAR	ACMD	3
S10983	2019 AUTOCAR	ACMD	3
S10984	2019 AUTOCAR	ACMD	3
S10985	2021 AUTOCAR	ACMD	1
S10986	2021 AUTOCAR	ACMD	1
S10987	2021 AUTOCAR	ACMD	1
S10988	2021 AUTOCAR	ACMD	1
S10989	2021 AUTOCAR	ACMD	1



CITY OF CHICAGO



DEPARTMENT OF ASSETS, INFORMATION & SERVICES (AIS)

MEMORANDUM

To: The Honorable Pat Dowell
Chairman, Committee on the Budget and Government Operations

From: Sandra Blakemore
Acting Commissioner
Department of Assets, Information & Services (AIS)

CC: Elizabeth Beatty
Mayor's Office of Intergovernmental Affairs

Date: October 13, 2022

Re: ~~Request for Information from Annual Appropriation Committee Hearing~~

ID: 38-06

The following information is provided in response to questions posed at our department's hearing on October 12, 2022, to discuss the proposed 2023 budget.

Alderman Felix Cardona asked how many CPD vehicles are in for repair on average.

In response, there are currently 303 CPD units in our shops for maintenance and service. In addition, there are 128 units at outside vendors, primarily for accident damage repair. While there is some variation over time, these numbers are typical.

As always, please let me know if you have any further questions.



CITY OF CHICAGO



DEPARTMENT OF ASSETS, INFORMATION & SERVICES (AIS)

MEMORANDUM

To: The Honorable Pat Dowell
Chairman, Committee on the Budget and Government Operations

From: Sandra Blakemore
Acting Commissioner
Department of Assets, Information & Services

CC: Elizabeth Beatty
Mayor's Office of Intergovernmental Affairs

Date: October 13, 2022

Re: Request for Information from Annual Appropriation Committee Hearing

ID: 38-07

The following information is provided in response to questions posed at our department's hearing on October 13, 2022, to discuss the proposed 2023 budget.

Alderman Jason Ervin asked for a copy of the Electricity Supply RFP and other contracts that did not ask for MBE and WBE participation.

Attached is a copy of the Electricity Supply RFP and the Natural Gas RFQ.

As always, please let me know if you have any further questions.

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

Specification No. 1209143



Mayor Lori E. Lightfoot

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

Issued on:
September 4, 2020

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

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

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1 Project Description

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

1.1 Introduction

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

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

1.2 Overview of Opportunity

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

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

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

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

1.3 Project Goals and Objectives

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

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

1.4 Procurement Timeline

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

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

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

1.5 AIS Background Information

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

2 RFP Response - Proposal Submittal Process

2.1 Pre-Proposal Webinar

A pre-proposal webinar will be held on:

September 10, 2020 at 12 PM CT

To receive webinar details rsvp [to electricitysupply@cityofchicago.org](mailto:electricitysupply@cityofchicago.org).

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

2.2 Proposal Submission Instructions

2.2.1 Number of Copies

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

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

2.2.2 Submission Address

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

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

2.2.3 Submission Labeling

Proposal Email must include in the Subject Line:

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

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

2.2.4 Submission Deadline Rules

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

3 Proposal Submission Requirements

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

3.1 Proposal Format Requirements

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

- Font size must be no smaller than 11-point, on 8¹/₂" X 11" letter-size paper, printed double-sided, and bound on the long side.

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

3.2 Proposal Organization

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

3.2.1 Proposal Organization

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

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

3.2.2 Required Content

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

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

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

4 Proposal Evaluation and Post-Selection Process

4.1 Responsiveness Evaluation

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

4.1.1 Right to Exclude Proposals from Consideration or to Waive Mistakes

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

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

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

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

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

4.2 Evaluation

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

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

4.2.1 Qualifications and Experience

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

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

4.2.2 Delivery Approach

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

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

4.2.3 Local and Equitable Co-benefits

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

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

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

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

4.2.4 Pricing

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

4.2.5 Additional Considerations

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

4.3 Requests for Additional Information

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

4.4 Requests for Proposal Revisions

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

4.5 Interviews with RFP Respondents

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

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

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

4.6 Proposal Evaluation

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

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

4.7 Post-Selection Process

4.7.1 Contract Award

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

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

5 Additional RFP Terms and Conditions

5.1 Proposal Submission Rules

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

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

5.2 Respondent Representative

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

5.3 AIS RFP Contact Person

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

The designated Contact Person for the RFP process is:

Gary Bell

electricitysupply@cityofchicago.org

City of Chicago, Department of Assets, Information and Services
30 N. LaSalle St., Suite 300
Chicago, Illinois 60602

5.4 Respondent Request for Clarification

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

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

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

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

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

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

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

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

5.5 Addenda

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

5.6 Respondent Team Members Participating on More Than One Team

5.6.1 Prime Team Members

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

5.6.2 MBE and or WBE Team Members

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

5.6.3 Key Personnel

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

5.7 Use of Information

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

5.8 Transparency Website; Trade Secrets

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

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

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

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

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

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

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

5.9 No Responsibility for Costs

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

5.10 Taxes Included in Proposal Prices

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

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

5.11 Protests

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

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

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

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

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

5.12 Communications Among Respondents

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

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

Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Design-Builder's subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Design-Builder, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

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

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

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

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

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

For purposes of this provision:

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

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

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

5.14 False Statements

(a) 1-21-010 False Statements

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

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

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

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

(a) 1-21-030 Enforcement.

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

5.15 Title VI Solicitation Notice

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

5.16 Conflict of Interest

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

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

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

5.17 Interpretation

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

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

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

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

5.18 State of Illinois Equal Employment Opportunity Clause

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

5.19 Property of Submissions

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

6 Reserved Rights & Disclaimer

6.1 City Reserved Rights

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

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

Respondent and engage in negotiations with other than the highest ranked Respondent;

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

6.2 Disclaimer

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

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

7 Definitions

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

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

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

Alternative Retail Electric Supplier (“ARES”): An entity (other than an Illinois electric utility) that is permitted to sell electricity supply services to retail customers in Illinois. An ARES must be certified by the Illinois Commerce Commission (ICC). An ARES meets all of the requirements described in the Delivery Company’s Retail Supplier’s Electric Handbook available at:

<https://www.comed.com/customer-service/rates-pricing/retail-electricity-metering/Pages/res-resources.aspx>.

Authorized Respondent/Respondent Representative: Defined in Section 5.2

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

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

City: The City of Chicago.

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

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

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

EC: Evaluation Committee(s).

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

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

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

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

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

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

Key Personnel: Defined in Exhibit A, Section 2.2.

Mayor: Mayor of the City of Chicago.

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

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

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

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

Proposal: Described in Section 1.1.

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

Proposal Revision: Defined in Section 4.4.

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

in Green-e® Renewable Energy Standard for Canada and the United States, Section II ‘ELIGIBLE SOURCES OF SUPPLY’, which can be found at the following URL:

<https://www.green-e.org/docs/energy/Green-e%20Standard%20v3.4%20US.pdf>

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

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

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

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

SRECS/RECS: (Solar) Renewable Energy Credits

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

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

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

EXHIBIT A: SCOPE OF SERVICES

Required Services

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

The Selected Respondent must:

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

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

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

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

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

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

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

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

Optional Services

Respondents may incorporate other features into a Proposal, including:

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

EXHIBIT B: ELECTRICITY SUPPLY VOLUMES & MINIMUM RENEWABLE GENERATION REQUIREMENTS

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

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

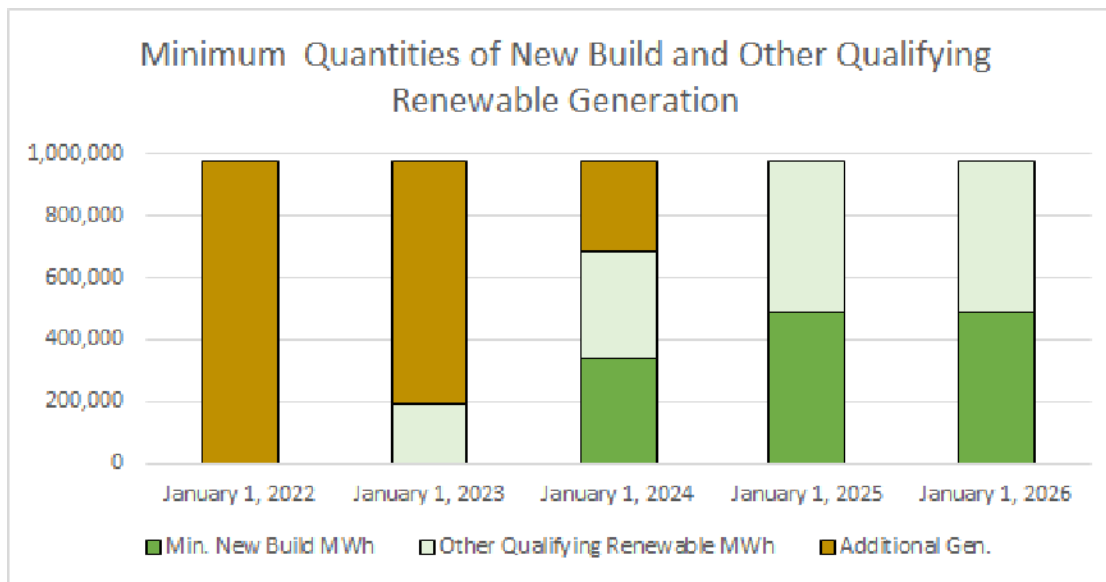


EXHIBIT C: LIST OF ELECTRICITY ACCOUNTS

Please send a request [to electricitysupply@cityofchicago.org](mailto:electricitysupply@cityofchicago.org) to receive an Excel file of the **City's** electricity accounts.

EXHIBIT D: PROPOSAL CONTENT REQUIREMENTS

Section 1 – General Information

Section 1 of the Proposal shall contain the following:

1.1 Part A – Proposal Cover Letter (Form 2)

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

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

1.2 Part B – Executive Summary – 1 Page Maximum

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

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

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

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

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

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

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

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

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

Provide a signed original of Form 3.

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

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

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

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

Section 2 – Qualifications and Experience

2.1 Part A – Relevant Experience and References

2.1.1 Relevant Experience

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

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

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

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

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

2.1.2 References – Contact Information (Form 4)

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

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

2.2 Part B – Key Personnel Bios

2.2.1 Key Personnel Qualifications

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

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

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

2.3 Part C – Financial Capability

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

2.3.1 Financial Statements

Each proposal must include the following information:

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

Section 3 – Approach

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

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

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

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

This section should discuss the following technical information:

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

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

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

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

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

This section should address the following information:

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

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

3.4.1 Pricing

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

3.4.2 Supply Plan Details

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

Section 4 – Administrative Submittals

Section of the Proposal shall contain the following:

4.1 Part A – Proposal Checklist (Form 1)

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

4.2 Part B – Confidential Content Index

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

4.3 Part C – Legal Stipulations

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

4.3.1 Legal Issues

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

4.3.2 Legal Liabilities

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

4.3.3 Legal Proceedings

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

A. A debtor in bankruptcy; or

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

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

A. A defendant in any criminal action; or

B. 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

C. 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

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

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

4.4 Part D - Conflict of Interests

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

4.5 Part E – Insurance

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

4.6 Part F – Exceptions To RFP

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

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

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

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

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

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

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

EXHIBIT E: ELECTRICITY SALES AGREEMENT

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

EXHIBIT F: CONTRACT INSURANCE REQUIREMENTS

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

A. INSURANCE TO BE PROVIDED

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

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

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

2) Commercial General Liability (Primary and Umbrella)

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

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

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

3)Automobile Liability (Primary and Umbrella)

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

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

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

1)Excess/Umbrella

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

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

2)Property

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

B. ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.1. Policy and Terms

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

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

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

MBE Percentage	WBE Percentage
26%	6%

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

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

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

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

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

1.2. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.3. Joint Ventures

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

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

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

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

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

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

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

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

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

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

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

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

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

Firms that are certified as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals. For example, a firm that is certified as both a MBE and a WBE may only be listed on the bidder's compliance plan under one of the categories, but not both. Except as provided in MCC 2-92525(b)(2), only Payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.

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

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

- ix. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or
- x. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in the Schedule B.
- xi. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.

h. If the MBE or WBE subcontracts out any of its work:

- xii. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
- xiii. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by (c) above).
- xiv. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- xv. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- xvi. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

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

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

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

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

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

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

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

1.5.1. Direct Participation

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

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

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

OR

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

1. A detailed statement of the work identified for MBE/WBE participation for which the bidder asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
 - A listing of all potential subcontractors contacted for a quotation on that work item;
 - Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
2. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
 - The City's estimate for the work under a specific subcontract;
 - The bidder's own estimate for the work under the subcontract
 - An average of the bona fide prices quoted for the subcontract;
 - Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

1.5.2. Assist Agency Participation in waiver/reduction requests

1.5.2 Assist Agency Participation in Waiver/Reduction Requests

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

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

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

1.5.3. Impracticability

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

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

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

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

1.6. Procedure to Determine Bid Compliance

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

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

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

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

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

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

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

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

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

(2) Letters of Certification.

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

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

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

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

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

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

(4) Application for Approval of Mentor Protégé Agreement

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

1.7. Reporting Requirements During the Term of the Contract

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

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

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

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

1.8. Changes to Compliance Plan

1.8.1. Permissible Basis for Change Required

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

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

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

- i. Termination of a Mentor Protégé Agreement.

1.8.2. Procedure for Requesting Approval

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

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

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

1.9. Non-Compliance and Damages

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

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

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

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

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

1.10. Arbitration

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

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

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

1.11. Equal Employment Opportunity

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

1.12. Attachments and Schedules

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

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

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

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

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

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

51st Street Business Association *

220 E. 51st Street
Chicago, IL 60615
Phone: 773-285-3401
Fax: 773-285-3407
Email:
[the51ststreetbusinessassociation@yahoo.co
m](mailto:the51ststreetbusinessassociation@yahoo.com)
Web: www.51stStreetChicago.com
Maintains list of certified firms: Yes
Provides training for businesses: Yes

Angel of God Resource Center, Inc. 14527 S. Halsted

Chicago, IL 60827
Phone: 708-392-9323
Fax: 708-880-0121
Email: asmith5283@yahoo.com;
aogrc@angelofgodresourcecenter.org
Web: www.angelofgodresourcecenter.org
Maintains list of certified firms: No
Provides training for businesses: Yes

Austin African American Business Networking Assoc.

5820 W. Chicago Ave.,
Chicago, IL 60651
Phone: 773-626-4497

African American Contractors Association - AACA

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

Association of Asian Construction Enterprises *

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

Black Contractors United *

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

Email: aaabna@yahoo.com

Web: www.aaabna.org

Maintains list of certified firms: No

Provides training for businesses: Yes

Business Leadership Council *

230 W. Monroe Street, Ste 2650

Chicago, IL 60606

Phone: 312-628-7844

Fax: 312-628-7843

Email:

Karen.r@businessleadershipcouncil.org

Web: www.businessleadershipcouncil.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

Chatham Business Association Small

Business Dev. *

800 E. 78th Street

Chicago, IL 60619

Phone: 773-994-5006

Fax: 773-855-8905

Email: melindakelly@cbaworks.org

Web: www.cbaworks.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

Chicago Urban League *

4510 S. Michigan Ave.

Chicago, IL 60653

Phone: 773-624-8810

Fax: 773-451-3579

Email:

sbrinston@thechicagourbanleague.org

Web: www.cul-chicago.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

Contractor Advisors Business Development Corp. *

1507 E. 53rd Street, Suite 906

Chicago, IL. 60615

Phone: 312-436-0301

Fax: 708-389-5735

Email: bcunewera@att.net

Web: www.blackcontractorsunited.com

Maintains list of certified firms: Yes

Provides training for businesses: Yes

LGBT Chamber of Commerce of Illinois *

3179 N. Clark St., 2nd Floor

Chicago, IL 60657

Phone: 773-303-0167

Fax: 773-303-0168

Email: jholston@lgbtcc.com

Web: www.lgbtcc.com

Maintains list of certified firms: Yes

Provides training for businesses: Yes

Chicago Minority Supplier Development Council Inc. *

105 W. Adams, Suite 2300

Chicago, IL 60603-6233

Phone: 312-755-2550

Fax: 312-755-8890

Email: pbarreda@chicagomsdc.org

Web: www.chicagomsdc.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

Chicago Women in Trades (CWIT)

2444 W. 16th Street

Chicago, IL 60608

Phone: 312-942-1444

Jayne Vellinga, Executive Director

Email: jvellinga@cwit2.org

Web: www.chicagowomenintrades2.org

Maintains list of certified firms: No

Provides training for businesses: Yes

Cosmopolitan Chamber of Commerce

1633 S. Michigan Avenue

Chicago, IL. 60616

Phone: 312-971-9594

Fax: 312-341-9084

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

Do For Self Community Development Co. *

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

Federation of Women Contractors *

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

**Greater Englewood Community
Development Corp. ***

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

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

10615 S. Halsted Street
Chicago, IL 60628

Email: rmcgowan@cosmochamber.org

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

**Far South Community Development
Corporation**

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

**Fresh Start Home Community Development
Corp.**

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

**Greater Pilsen Economic Development
Assoc. ***

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

**Greater Southwest Development
Corporation**

2601 W. 63rd Street
Chicago, IL 60629

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

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

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

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

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

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

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

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

National Black Wall Street *

4655 S. King Drive, Suite 203

Chicago, IL 60653

Phone: 773-268-6900

Fax: 773-392-0165

Email: markallen2800@aol.com

Web:

www.nationalblackwallstreetchicago.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

Neighborhood Development Services, NFP *

10416 South Maryland Avenue

Chicago, IL 60628

Phone: 773-413-9348

Fax: 773-371-0032

Email: neighborhooddevservices@gmail.com

Web: www.ndsnfp.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

Real Men Charities, Inc.

2423 E. 75th Street

Chicago, IL 60649

Phone: 773-425-4113

Email: ymoyo@realmencook.com

Web: www.realmencook.com

Maintains list of certified firms: No

Provides training for businesses: Yes

South Shore Chamber, Inc. *

1750 E. 71st Street

Chicago, IL 60649-2000

Phone: 773-955- 9508

Tonya Trice, Executive Director

Email: ttrice@southshorechamberinc.org

Web: www.southshorechamberinc.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

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

33 W. Monroe, Suite 1540

Chicago, IL 60603

Phone: 312-960-1239

Email: grandevents1@sbcglobal.net

Web: www.nomeonline.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

Rainbow/PUSH Coalition *

930 E. 50th Street

Chicago, IL 60615

Phone: 773-256-2768

Fax: 773-373-4103

Email: jmitchell@rainbowpush.org

Web: www.rainbowpush.org

Maintains list of certified firms: Yes

Provides training for businesses: No

RTW Veteran Center

7415 E. End, Suite 120

Chicago, IL 60649

Phone: 773-406-1069

Fax: 866-873-2494

Email: rtwvetcenter@yahoo.com

Web: www.rtwvetcenter.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

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

4550 S. Wabash Avenue

Chicago, IL. 60653

Phone: 773-538-5120

Fax: 773-538-5125

Email: spcdm@sbcglobal.net

Web: www.stpaulcdm.org

Maintains list of certified firms: No

Provides training for businesses: Yes

The Monroe Foundation

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

US Minority Contractors Association, Inc. *

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

Women's Business Development Center *

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

Urban Broadcast Media, Inc.

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

Women Construction Owners & Executives (WCOE) *

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

Your Community Consultants Foundation

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

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

RETURN RECEIPT REQUESTED

(Date)

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

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

Dear _____ :

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

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

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

Name of Company Representative at Address/Phone

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

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

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

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

Schedule B – Affidavit of Joint Venture

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

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

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

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

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

7.1

_____ 74 _____

=====

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



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

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

Project Name: _____ Specification No.: _____

From: _____
(Name of MBE/WBE Firm)

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

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

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

The above described performance is for _____

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

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

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

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

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

(Name/Title-Please Print)

(Email & Phone Number)

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



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

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

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

Project Name: _____

Specification No.: _____

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

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

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

I. Direct Participation of MBE/WBE Firms:

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

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

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

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

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

[Redacted content consisting of multiple lines of blacked-out text]

03/2019

		Page 4 of 5

FORM 1: RFP RESPONSE CHECKLIST

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

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

Section 1 – General Information

Part A- Proposal Cover Letter (Form 2)

Part B - Executive Summary

Part C - Respondent Information (Form 3)

Part D - Management Structure

Section 2 – Design and Construction Qualifications

Part A - Relevant Experience

Relevant Experience (Form 4)

References Contact Information (Form 4)

Past Project Descriptions

Part B - Design/Build Key Personnel

Key Personnel Qualifications and Resumes

Part C - Financial Capability

Recent Annual Report

Annual Audited Reports

Letters of Support

Section 3 – Project Approach

Part A - Overall Project Delivery Approach

Part B - Technical Approach

Part C – Equity and Co-benefits

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

Section 5 – Administrative Submittals

Part A - RFP Response Check List (Form 1)

Part B - Confidential Contents Index

Part C - Legal Stipulations

Part D - Conflicts of Interest

Part E - Insurance

Part F - Exceptions

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

Part H – Ability to Meet MBE/WBE Compliance Plan

FORM 2: PROPOSAL COVER LETTER TEMPLATE

To be duplicated and completed on Respondent's company letterhead

(Date)

@@@@

@@@@

Chicago, Illinois @@@@

Re: Chicago City of Chicago Municipal Electricity Supply RFP Response

Dear @@@@:

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

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

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

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

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

Signed:

Typed/lettered name of signatory

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

FORM 3: RFP RESPONDENT TEAM INFORMATION

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

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

A. Name of Respondent: _____

Name of Firm: _____

Year Established: _____ Individual Contact: _____

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

Fax No.: _____

Name of Local Contact: _____

Name of Respondent: _____

Business Organization

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

B. Business or Consultant Name: _____

Business Address: _____

Headquarters: _____

Office Performing Work: _____

Contact Telephone Number: _____

Contact Email Address: _____

Years of Operation: _____

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

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

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

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

AUTHORIZED REPRESENTATIVE:

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

By: _____ Print Name: _____

Title: _____ Date: _____

[Please make additional copies of this form as needed]

FORM 4: RELEVANT EXPERIENCE AND REFERENCES

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

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

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

FORM 5: PRICING FORM

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

Please send a request [to electricitysupply@cityofchicago.org](mailto:electricitysupply@cityofchicago.org) to receive the Excel file.

FORM 6: LOCAL AND EQUITABLE CO-BENEFITS APPROACH INFORMATION

Proposals shall include the information listed in the table below:

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

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

FORM 7: ECONOMIC DISCLOSURE STATEMENT

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

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

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

1. ONLINE EDS FILING

1.1. ONLINE EDS FILING REQUIRED PRIOR TO RESPONSE DUE DATE

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

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

1.2. ONLINE EDS WEB LINK

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

1.3. ONLINE EDS NUMBER

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

EDS Number:

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

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

1.5. PREPARATION CHECKLIST FOR REGISTRATION

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

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

2. EDS document from previous years, if available.
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:
 - f. % of ownership
 - g. Legal Name
 - h. FEIN/SSN
 - i. City of Chicago Vendor Number, if available.
 - j. Address
6. List of directors, officers, titleholders, etc. (if applicable).
7. For partnerships/LLC/LLP/Joint ventures, etc.:
 - a. List of controlling parties (if applicable).

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

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

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

1.7. EDS FREQUENTLY ASKED QUESTIONS

Q: Where do I file?

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

Q: How do I get help?

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

Q: Why do I have to submit an EDS?

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

Q: Who is the Applicant?

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

Q: Who is the Disclosing Party?

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

Q: What is an entity or legal entity?

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

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

A: "Person" means a human being.

Q: Who must submit an EDS?

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

Applicants:

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

Entities holding an interest:

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

Controlling entities:

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

Q: What information is needed to submit an EDS?

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

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

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

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

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

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

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

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

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

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

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

Q: Who is the EDS Captain?

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

Q: Why do we need EDS Captains?

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

Q: Who is the EDS team?

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

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

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

Q: How do I complete an Online EDS?

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

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

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

Q: How do I attach documents?

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

Q: Who can complete an Economic Disclosure Statement online?

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

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

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

Q: Will my information be secure?

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

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

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

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

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

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

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

Q: Can I save a partially complete EDS?

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

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

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

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

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

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

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

ATTACHMENT A ONLINE EDS ACKNOWLEDGEMENT

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

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

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

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

COMPANY NAME: _____
(Print or Type)

AUTHORIZED OFFICER SIGNATURE:

TITLE OF SIGNATORY:
(Print or Type)

BUSINESS ADDRESS:
(Print or Type)

State of _____ (Affix Corporate Seal)

County of _____

This instrument was acknowledged before me on this _____ day of _____, 20____ by

_____ as President (or other authorized officer) and

_____ as Secretary of _____ (Company Name)Notary

Public Signature: _____ (Seal)

**REQUEST FOR QUALIFICATIONS (“RFQ”)
FOR
NATURAL GAS SUPPLY SERVICES**

Required for use and distributed by:

**CITY OF CHICAGO
Department of Assets, Information, and Services
Commissioner David Reynolds**



All Statements and Qualifications and other communications must be addressed and returned to:

City of Chicago
Department of Assets, Information, and Services
Attn: Diana Ballesteros, Contracts Coordinator
2 North LaSalle Suite 200
Chicago, Illinois 60602
Diana.Ballesteros@cityofchicago.org

**QUALIFICATIONS MUST BE RECEIVED NO LATER
THEN 4:00 P.M., CENTRAL TIME, ON
September 13, 2021**

**LORI LIGHTFOOT
MAYOR**

**DAVID REYNOLDS
COMMISSIONER**

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CITY OF CHICAGO

**REQUEST FOR QUALIFICATIONS FOR
NATURAL GAS SUPPLY SERVICES**

The City of Chicago (“City”) Department of Assets, Information, and Services (“AIS”) oversees the procurement and management of natural gas for more than 400 accounts behind Peoples Gas distribution system. This portfolio includes natural gas serving the facilities and operations of the City Department of Aviation, Water Management, Department of Transportation, Chicago Public Library, Chicago Police Department, Chicago Fire Department, and AIS, among others. These accounts collectively represent approximately 3.6 Million Decatherms (Dth) of municipal natural gas requirements annually.

Through this RFQ, the City intends to provide potential vendors with the opportunity to submit their qualifications in order to become pre-qualified to participate in an RFP as described herein to be released at a future date. Through the RFP, the City envisions contracting for Natural Gas Supply Services with a single vendor for an initial term beginning April 1, 2022 for up to 36 months, with subsequent renewal opportunities.

The City will give preference to responses that demonstrate how the sourcing of natural gas does not cause harm to environmentally sensitive areas or infringe on indigenous property rights by building new pipelines on indigenous land.

I. INTRODUCTION AND OVERVIEW

A. Purpose of the RFQ

The City, acting through the Department of Assets, Information and Services (“AIS”), invites the submission of Qualifications to provide Natural Gas Supply Services to the City. The intent of the RFQ is to pre-qualify companies capable of performing the Natural Gas Supply Services as described in this RFQ. Companies with expertise and demonstrated experience in providing these services, are invited to respond to this RFQ.

Qualified Respondent(s) must be willing to accept the City’s terms in Addendum 1 (“City Terms”) as well as Special Provisions to the NAESB Document see Exhibit 7 and shall perform all tasks and functions associated with the Services as described in this RFQ through a Request for Pricing (“RFP”) order process described in this RFQ. At the conclusion of the RFP, it is the City’s intent to contract with a single company to provide the Services for an initial term beginning April 1, 2022 for up to 36 months, with subsequent renewal opportunities.

The work contemplated is professional in nature. It is understood that the Contractor, whether acting as an individual, partnership, corporation, or other legal entity, is of professional status, licensed to perform in the State of Illinois and licensed for all applicable professional discipline(s) requiring licensing and will be governed by professional ethics in its relationship to the City. It is also understood that all reports, information, or data prepared or assembled by the Contractor under a contract awarded pursuant to this RFQ are confidential in nature and will not be made available to any individual or organization, except the City, without the prior written approval from the City.

The Contractor shall be financially solvent and each of its members, if a joint venture, its employees, agents or subconsultants of any tier shall be competent to perform the services required under this RFQ document.

In order to be deemed “Qualified,” the Respondent must meet the evaluation criteria of this RFQ. Each Respondent that meets the criteria will be notified that it is deemed “Qualified”. Qualified Respondents, furthermore, will be required to certify that they are in compliance with all of the evaluation criteria outlined in this RFQ at the time of their response to an RFP.

Firms or individuals wishing to be considered must submit Qualifications via email no later than **September 13, 2021** at 4:00 p.m. Central Time, addressed to:

City of Chicago
Department of Assets, Information and Services (AIS)
Attention: Diana Ballesteros, Contracts Coordinator
[Diana Ballesteros@cityofchicago.org](mailto:Diana.Ballesteros@cityofchicago.org)

All materials related to the RFQ will be available on the internet at the following site:
www.cityofchicago.org/bids.

B. 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 a revision of the RFQ Documents issued by the City prior to the due date for submitting Qualifications.

“**AIS**” means City of Chicago Department of Assets, Information and Services (AIS)

“**Agreement**” means the NAESB with Special Provisions as attached in this RFQ as Exhibit 5, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications, or revisions made in accordance with its terms.

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

“**Calendar Day**” means one full day, including weekdays and weekends.

“**City**” means City of Chicago

“**Clarification**” means the **City’s responses** to questions submitted by Respondents which do not revise the requirements of the RFQ.

“**Commissioner**” means the Commissioner of the Department of Assets, Information, and Services (AIS), and any designated representative authorized in writing to act on the **Commissioner’s behalf**.

“**Contractor**” means the Qualified Respondent selected by the Commissioner to perform the Services based upon their submission to an RFP for the Services.

“**Contract Term**” means the period of time during which the Contractor will perform the Services, as described in Section II. D. herein.

“Evaluation Committee” means the City Evaluation Committee appointed to review and assess all Qualifications and make its recommendations to the Commissioner concerning its review.

“Minority Business Enterprise” means a firm certified as a minority-owned business enterprise in accordance with the City Ordinances and regulations or a firm awarded certification as a minority-owned and controlled business by Cook County, Illinois.

“Natural Gas Supply Services” or “Services” means performance of all tasks, activities and deliverables relating to the provisions of such services as described in detail in Exhibit 1, Scope of Services, and performed by the Contractor.

“Order” means a Pricing Form accepted and approved in writing by the City after submission of the Pricing Form by a Qualified Respondent in response to a City Request for Pricing. The City envisions that the Order will take the form of the Transaction Confirmation included as part of Exhibit 5.

“Pricing Form” means complete price submissions by Qualified Respondents in response to the City’s Request for Pricing.

“Qualified Respondent” means the vendor(s) selected pursuant to the City’s RFQ process who are thereby eligible to respond to a subsequent RFP for Natural Gas Supply Services.

“Response” or “Qualifications” is the written content and documents submitted by a Respondent in response to this RFQ.

“Respondent” means the primary entity which submits Qualifications in response to this RFQ and may include subcontractors and other affiliates.

“RFP” means Request for Pricing.

“RFQ” means Request for Qualifications.

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

II. SERVICES AND PROCESS

a) Requests for Pricing

Following the completion of this RFQ, the Commissioner intends to issue an RFP for Natural Gas Supply Services. The City is not responsible for the costs incurred by any Respondent in preparing their Response to this RFQ or their Pricing Form response to the RFP.

Following Qualified Respondent’s submission of a Pricing Form in response to an RFP, the Commissioner will review the submission(s) and may choose to accept an Order, thereby designating one Qualified Respondent as the Contractor.

All Orders are subject to the approval of the Commissioner and an Order will not become binding upon the City until it is approved, in writing, by the Commissioner. Following placement of an Order, a Purchase Order will be issued by the City.

b) Pricing Forms

The Qualified Respondent may respond to an RFP by submitting a Pricing Form to the Commissioner which will consist of providing all requested information indicated by the City's RFP.

A Pricing Form satisfactory to the Commissioner must be signed on behalf of the City by the Commissioner before binding the City and Contractor as an Order. The Commissioner's decision to sign will be made on the basis of his expectation of best value to the City. The City's acceptance will be demonstrated by a signed Order issued by the Department. The Contractor will not commence services, and the City will not be liable for any costs incurred by or payments to the Contractor, without an Order so executed, followed by receipt by the Contractor of a Purchase Order from the City.

Qualified Respondents acknowledges and agree that the City either may select from among those Pricing Forms submitted in response to an RFP that Pricing Form which is in the best interests of the City or may reject any and all Qualifications submitted in response to this RFQ.

a) Description of Services

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

b) Contract Term

The Contract awarded pursuant to the RFP solicitation shall be for a base contract period of up to three (3) years beginning April 1, 2022, with two (2) one-year (1) extension options.

III. GENERAL INFORMATION AND GUIDELINES FOR RFQ RESPONSES

A. Communications Between the City and Respondents

Respondents must communicate only with AIS. All questions or requests for clarification must be in writing, sent by e-mail, and directed to the attention of Diana.Ballesteros@cityofchicago.org and must be received by the date set out in the Timetable below.

The subject line of the e-mail must clearly indicate that the contents are "Questions and Request for Clarification" about the RFQ and are "Not a Proposal" and must refer to "Request for Qualifications ("RFQ") for Natural Gas Supply Services". No telephone calls will be accepted.

UNAUTHORIZED CONTACT REGARDING THIS REQUEST FOR QUALIFICATION WITH ANY OTHER CITY EMPLOYEE MAY RESULT IN DISQUALIFICATION.

B. Submission Procedures

Respondents are required to conduct the preparation of their Qualifications with professional integrity. Respondents must communicate only with AIS in connection with this procurement. Respondents are responsible for all errors and omissions incurred by Respondents in preparing their Qualifications. Respondents will not be allowed to alter their Qualifications after the Qualifications Due Date unless approved by AIS in writing.

Firms or individuals wishing to be evaluated for Qualification must submit one (1) electronic copy via e-mail of their Response to: Diana.Ballesteros@cityofchicago.org.

C. Procurement Timetable

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

Key Activity	Target Date	
City Issues RFQ	August 11, 2021	
Request for Clarifications	August 25, 2021	4 pm CT
City Response to Request for Clarifications	September 6, 2021	4 pm CT
Qualifications Due	September 13, 2021	4 pm CT
City Completes Review of Individual Qualifications including any follow-up	September 23, 2021	4 pm CT
Notification of Qualified Respondents	September 23, 2021	4 pm CT
City Issues RFP	September 23, 2021	4 pm CT
Pricing Forms Due	September 28, 2021	11 am CT
City Decision and Notification of Contractor	September 28, 2021	12 Noon CT

D. Transparency Website: Trade Secrets

Consistent with the City's practice of making available all information submitted in response to a public procurement, all Qualifications, 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 the 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 Response which contain trade secrets or other proprietary data ("Data") which Respondent desires to remain confidential.

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

1. Mark the cover page as follows: "This Response includes trade secrets or other proprietary data."
2. 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 RFQ."
3. Provide a **redacted copy of the entire Qualifications or Submission** as one .pdf format file via email to Diana.Ballesteros@cityofchicago.org for posting on the City's website. Respondent is responsible for properly and adequately redacting any Data which Respondent desires remain confidential. If entire pages or sections are removed, they must be represented by a page indicating that the page or section has been redacted.

Failure to provide the file in the specified format via email may result in the posting of an un-redacted copy.

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

All Qualifications submitted to the City are subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* 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.

IV. ADDITIONAL CONDITIONS

- a) **Qualifications Submission Rules.** Respondents are required to conduct the preparation of their Qualifications with professional integrity. Respondents must communicate only with AIS in connection with this procurement. All questions must be submitted in writing as a request for clarification as per Section d and sent to the AIS RFQ Contact Person identified in Section c. No telephone calls will be accepted.

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

- b) **Respondent Representative.** Each Respondent shall be represented by a duly appointed and authorized representative ("Respondent Representative" or "Representative") for the purpose of submitting the Respondent's Qualifications; and later, if invited, to participate in the Contract negotiation process. The Respondent Representative shall have the power and authority to bind all members of the Respondent's team for the purposes of this RFQ.
- c) **AIS RFQ Contact Person.** During the entire Project procurement period, commencing with the issuance of this RFQ and up to the final award of contract, there can be no direct communications between Respondents and employees of the City other than the designated Contact Person for this RFQ. A Respondent that deviates from any of these requirements is subject to immediate disqualification from this RFQ process.

The designated Contact Person for the RFQ process is:

Diana Ballesteros

Diana.Ballesteros@cityofchicago.org

City of Chicago, Department of Assets, Information and Services

2 N. LaSalle St., Suite 200

Chicago, Illinois 60602

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

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

RFCs may be responded to by the City, at its discretion. The City reserves the right to respond to RFCs submitted after the deadlines set in this RFP, if such response is deemed by the City necessary; however, the City strongly discourages Respondents from submitting any RFCs past the stated deadline.

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

AIS may rephrase questions as it deems appropriate and may consolidate similar questions. AIS will post any responses on its website. Some RFCs may be answered by an RFQ Addendum.

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

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

- e) **Addenda.** If it becomes necessary to revise or expand upon any part of this RFQ, addenda will be issued and emailed to Respondents who RSVP to the pre-proposal webinar. Each addendum will also be incorporated as part of the RFQ documents. Failure to acknowledge addenda when submitting the Qualifications will render the Qualifications non-responsive. Any harm to the Respondent resulting from failure to obtain all necessary documents such as addenda, for whatever cause, will not be valid grounds for a protest against award(s) made under this RFP solicitation.
- e) **Use of Information.** AIS and its representatives make no representations or warranties, and there are no representations, warranties or conditions, either express or implied, statutory or otherwise, in fact or in law, with respect to the accuracy or completeness of this RFQ or any Addenda, appendices, data, materials, background information or documents related thereto, and AIS and its representatives will not be responsible for any claim, action, cost, loss, damage or liability whatsoever arising from any Respondent's reliance on or use of this RFQ or any other technical or historical addenda, appendices, data, materials, background information or documents provided, delivered or made available by AIS or its representatives.
- f) **No Responsibility for Costs.** The City is not responsible for costs or damages incurred by Respondents, member(s), partners, subcontractors, or other interested parties in connection with the RFP process, including, but not limited to, costs associated with preparing the Qualifications and of participating in any conferences, site visits, oral presentations, or negotiations.
- g) **Taxes Included in Pricing Forms.** With few exceptions, materials purchased by the City of Chicago are not subject to the Federal Excise Tax. The Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the City of Chicago.

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

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

Protests will be decided by the Commissioner. All protests or claims must set forth the name and address of the protester, the name of the RFQ the grounds for the protest or claim, and the course of action that the protesting party desires that the Commissioner take.

The Commissioner will follow the City of Chicago Department of Procurement Services' Solicitation and Contracting Process Protest Procedures ("Procedures"), available at: <https://www.chicago.gov/content/dam/city/depts/dps/ContractAdministration/StandardFormsAgreements/BidProtestRules12302013.pdf>.

- h) **Communications Among Respondents.** A Respondent shall not discuss or communicate, directly or indirectly, with any other Respondent, any information whatsoever regarding the preparation of its own Qualifications or the Qualifications of the other Respondent in a fashion that would contravene Applicable Law. Each Respondent shall prepare and submit its Qualifications independently and without any connection, knowledge, comparison of information, agreement, or arrangement, direct or indirect, with any other Respondent. This applies to Respondents, their Team Members, and their respective representatives.
- i) **Prohibition on Certain Contributions – Mayoral Exec. Order No. 2011-4.** No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, 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 Qualifications or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

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

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

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

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

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.

l) False Statements

(a) 1-21-010 False Statements

Any Person who knowingly makes a false statement of material fact to the City in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an application, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement or affidavit, is liable to the City for a civil penalty of not less than \$500.00 and not more than \$1,000.00, plus up to three times the amount of damages which the City sustains because of the person's violation of this section. A person who violates this section shall also be liable for the City's litigation and collection costs and attorney's fees. The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 1215-04, p. 39915, § 1; Amend Coun. J. 3-18-09, p. 56013, § 1)

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

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

(c) 1-21-030 Enforcement.

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

- m) **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.

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

Issues relating to conflicts or potential conflicts of interest will be considered on a case-by-case basis. If a Respondent has concerns regarding its potential conflicts of interest relative to this RFQ, the Respondent may send a letter addressed to the RFQ Primary Contact Person and the Commissioner, detailing the basis for its concern, and seeking guidance on this issue, based on its circumstances. The City will make every effort to respond in a timely fashion.

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

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

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

Unless explicitly otherwise stated herein, all references in this RFQ to AIS's "discretion" means AIS's unqualified subjective discretion and all references to the AIS's "judgment" means AIS's unqualified subjective judgment.

- k) **State of Illinois Equal Employment Opportunity Clause.** City Contractors are subject to the requirements of 44 Ill. Admin. Code 750 Appendix A, including the requirement to hire new employees in a way that minorities and women are not underutilized. Appendix A provides as follows:

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Respondent's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties

may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- 1) That he, she, or they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he, she, or they will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
 - 2) That, if he, she, or they hires additional employees to perform this contract or any portion of this contract, he, she, or they will determine the availability (in accordance with this Part) of minorities and women in the areas from which he, she, or they may reasonably recruit and he, she, or they will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
 - 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he, she, or they will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
 - 4) That he, she, or they will send to each labor organization or representative of workers with which he, she, or they have or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the Contractor in his or her efforts to comply with the Act and this Part, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
 - 5) That he, she, or they will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects, comply with the Act and this Part.
 - 6) That he, she, or they will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
 - 7) That he, she, or they will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
- q) **Property of Submissions.** Qualifications will become the property of the City and will not be returned to the Respondent.

- r) **City Reserved Rights.** The City may investigate the qualifications of any Respondent under consideration, may require confirmation of information furnished by a Respondent and may require additional evidence of qualifications to perform obligations under the Contract. The City reserves the right, in its discretion, to:
- i. Modify any dates set or projected in the RFQ and extend any deadlines;
 - ii. Cancel, modify or withdraw the RFQ in whole or in part;
 - iii. Terminate this procurement and commence a new procurement for part or all of the RFQ;
 - iv. Terminate evaluations of Qualifications received at any time, in its discretion;
 - v. Suspend, discontinue or terminate negotiations of the Contract at any time, elect not to commence negotiations of the Contract with any responding Respondent and engage in negotiations with other than the highest ranked Respondent;
 - vi. Modify the procurement process (with appropriate notice to Respondents);
 - vii. Waive or permit corrections to data submitted with any response to the RFQ until such time as AIS and the City declares in writing that a particular stage or phase of its review of the responses to the RFQ has been completed and closed;
 - viii. Permit submittal of addenda and supplements to data previously provided in Qualifications pursuant to a request for clarification issued by the City until the City declares that a particular stage or phase of its review of the responses to the RFQ has been completed and closed;
 - ix. Appoint evaluation committees to review Qualifications, make recommendations and seek the assistance of outside technical experts and consultants in Qualifications evaluation;
 - x. Disclose information contained in a Qualifications to the public as described herein;
 - xi. Waive deficiencies, informalities, and irregularities in Qualifications; accept, review, evaluate, and score a nonconforming Qualifications, or Qualifications that did not pass the pass/fail criteria, or seek clarifications or modifications to a Proposal;
 - xii. Not issue a notice to proceed after execution of the Contract;
 - xiii. Request or obtain additional information about any Qualifications from any source;
 - xiv. Disqualify any Respondent that violates the terms of the RFQ;
 - xv. Issue Addenda, including after the Qualifications Due Date, and including changes to conform the RFQ to applicable legal requirements; and
 - xvi. Exercise any other right reserved or afforded to the City under the RFQ and applicable law.
- b) **Disclaimer.** The RFQ does not commit the City to enter into a contract. The City assumes no obligations, responsibilities, or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to the RFQ. All such costs shall be borne solely by each Respondent and Respondent team.

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

V. PREPARING QUALIFICATIONS: REQUIRED INFORMATION

The Response must include all components listed below to be considered responsive. All Responses must be in a PDF format with 1" margins, single spaced text and must include the requested information to be considered responsive. Respondents will not have an opportunity to submit additional information after the Response deadline. The Response must include the following items with a total submittal length of five (5) pages in aggregate for items A and B below:

A. 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 RFQ in accordance with the terms and conditions of Order awarded pursuant to the RFQ process. The cover letter must include:

- l) **Firm and location.** Indicate the full, legal company name of Respondent, the address of its headquarters and the address of the office to which this project will be assigned.
- m) **Contact person.** Clearly identify the name, address and telephone number of the Respondent's contact person(s) for any and all communications pertaining to this RFQ.
- n) **Authorized submittal.** Include name, signature, title, address, and telephone number of the person authorized to submit and sign Respondent's Response.

B. Corporate Overview and Experience

- o) **Corporate Overview.** Provide a concise overview of the Respondent, including a brief narrative of the firm's experience as it relates to this RFQ, and a description of Respondent's history of performance and knowledge of providing Natural Gas Supply Services, especially with respect to the Chicago market, municipal customers, and/or consumers with annual natural gas consumption comparable to the City's.
- p) **Experience.** Indicate how many years Respondent has been delivering the Services contemplated in this RFQ.
- q) **Approach.** Respondent must provide an executive summary which explains its understanding of the City's intent and objectives per the description of Services in Exhibit 1 and how their qualifications would achieve those objectives. The summary must discuss Respondent's plan for delivering the Services, approach to project management, strategies, tools and safeguards for delivering required Services, ongoing support, and any additional factors for the City's consideration.
- r) **Technical Qualifications.** Respondents must demonstrate that they are technically competent relative to the management of natural gas deliveries to customers behind the Peoples Gas system in Chicago.
- s) **Key Personnel Committed to this Account.** Respondent must submit resume(s) for key personnel who would be assigned to provide the Services.
- t) **References.** Provide customer references for three (3) customers. Municipal references are preferred. For each reference, provide the customer's name, project description, dates of contract service, and primary contact information (i.e., title, phone number, and email address). The City reserves the right to make independent inquiries of Respondent's clients not listed as references in the Response.

C. Acceptance of City Terms

The City will require Qualified Respondents to accept the terms and conditions in substantially the form attached to this RFQ as Exhibit 7. In the case that a Respondent takes exception to any requirements of this RFQ, including its exhibits and forms, such exceptions must be provided as part of the Qualifications. Please provide the requirement, nature of the exception, and explanation. Exceptions will be considered in the evaluation of the Qualifications. Acceptance of Qualifications does not represent agreement as to any exceptions stated by a Respondent but does indicate the City's desire to reach mutually agreeable terms

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

In their Response, Respondents must submit a letter addressed to the Commissioner with a statement accepting the City's Terms and Conditions to be adhered to during the Contract Term.

A Respondent's failure to indicate acceptance of the Agreement in its Response may result in rejection of its Qualifications.

D. Minority and Women Business Enterprises Commitment.

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

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

E. Financial Statements and Business Licenses

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. A complete set of financial statements is required to be considered as a Qualified Respondent. The City **will not** accept a web link for the financial statement's requirement.

Respondents shall provide required financial statements in sufficient detail for the City to assess Respondent's financial condition as part of its Qualifications evaluation. 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 Qualifications response and provide financial documentation in enough detail to enable the City to assess the financial condition of your company.

Possible alternate documentation would be un-audited financial statements from those Respondents not required to have their financial statements audited. At a minimum, the statements must include the balance sheets and income statements (or equivalent) for the last three years. Assets/liabilities and income/expenses must be presented in adequate detail for the City to assess the financial condition of the Respondent.

Respondent must provide copies of appropriate licenses or certifications required of any individual or entity performing the Services described in this RFQ 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 Illinois Secretary of State to do business in the State of Illinois, if required by law to have such authorization. See the State of Illinois, Secretary of State website for additional information: <http://www.cyberdriveillinois.com>.

Additionally, if required by law, Respondents are required to have an Illinois Business License or Professional Certification. **Visit the State of Illinois' Division of Professional Regulation for information regarding professional certification and licensing:** <http://www.idfpr.com/DPR/>.

F. Economic Disclosure Statement and Affidavit and Attachment A: Online EDS Acknowledgement.

Respondent shall complete an Economic Disclosure Statement and Affidavit (“EDS”) and Attachment A: Online EDS Acknowledgement. See Online City of Chicago EDS Instructions and Attachment A: Online EDS Acknowledgement in Exhibit 4 of this RFQ.

G. 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:

- e) A debtor in bankruptcy; or
- f) 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
- g) A respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
- h) A defendant in any criminal action; or
- i) 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
- j) 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
- k) 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.

H. Insurance

Respondents are not required to submit evidence of insurance with the Qualifications but must submit evidence of insurability indicating that if chosen as the Selected Respondent, they will provide evidence of insurance in the amounts specified in Exhibit 3. If Selected Respondent is a joint venture or limited liability company the evidence of insurability and evidence of insurance, must be in the name of the joint venture or limited liability company.

I. Disclosure of Conflicts of Interest

The City expects that the Respondent will not have any conflicts of interest (including, but not limited to, **any conflicts based on Respondent's participation** in other City contracts). Therefore, Respondent should include in its Qualifications a description of any actual or potential conflicts of interest.

VI. EVALUATION OF QUALIFICATIONS

An Evaluation Committee, which will include representatives from AIS and may include representatives of other **departments of the City** (“**Evaluation Committee**” or “**EC**”) will review and evaluate the **Qualifications**, as described below.

In evaluating Qualifications, the EC will first consider the completeness and responsiveness of the **Respondent’s Qualifications submission**. The **Qualifications evaluation process is organized into two phases**:

- Phase I - Preliminary Qualifications Assessment
- Phase II - Qualifications Evaluation

Phase I - Preliminary Qualifications Assessment

Phase I will involve an assessment of the Respondent’s compliance with and adherence to all submittal requirements herein. Qualification’s responses which are incomplete and missing key components necessary to fully evaluate the Qualifications may, at the discretion of the EC, be rejected from further consideration due to “non-responsiveness” and rated Non-Responsive. Qualifications providing responses to all sections will be eligible for detailed analysis in Phase II, Qualifications Evaluation.

Phase II - Qualifications Evaluation

In Phase II, the EC will evaluate the extent to which a Respondent’s Qualifications meets the requirements set forth in the RFQ, including all elements of the Scope of Services expected to be delivered by the Contractor described in Exhibit 1 herein. Phase II will include a detailed analysis of the Respondent’s qualifications and experience.

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

Respondent’s Qualifications will be evaluated on a pass / fail basis per the following criteria:

- l)** Qualifications and Experience
- m)** Delivery and Supply Plan
- n)** All information required in Section V of this RFQ has been adequately provided, including **acceptance of the City’s terms and conditions and EDS completion;**
- o)** Respondent is in good financial standing;
- p)** Proven ability to provide the Services as outlined in Exhibit 1 to this RFQ.
- q)** The City will give preference to responses that demonstrate how the sourcing of natural gas does not cause harm to environmentally sensitive areas or infringe on indigenous property rights by building new pipelines on indigenous land.

The City reserves the right to seek clarification of any information that is submitted by any Respondent in any portion of its Qualifications or to request additional information at any time during the evaluation process. Any material misrepresentation made by a Respondent may void the Qualifications response 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 Qualifications responses as it deems necessary.

VII. QUALIFIED RESPONDENT NOTIFICATION

Following EC Evaluations, the City will notify in writing all Respondents that have been deemed Qualified as well as Respondents deemed not Qualified. The written notification to Qualified Respondents will include an invitation from the City to execute the City Terms substantially in the form attached hereto as Addendum.

All Qualified Respondents that execute the City Terms will be considered Qualified Contractors eligible to participate in the City's subsequent RFP for Natural Gas Supply Services.

EXHIBIT 1 SCOPE OF SERVICES

I. SUMMARY OVERVIEW

The purpose and objective of this RFQ is to identify a pool of Qualified Respondents who will then be invited to submit Pricing Forms in response to the City's RFP. In the RFP, the City's goal is to select a single Contractor from whom the City will procure natural gas supply for exclusive use by the City. The Contractor should, at a minimum, perform the following functions:

1. **Provide Firm, Full Requirements Gas Supply**

Contractor must provide firm, full requirements gas supply to the Chicago citygate for receipt by Peoples Gas for the City's accounts in sufficient quantities to meet the requirements of the City's gas utility accounts listed in Exhibit 3 of this RFQ.

2. **Gas Storage Management and Reporting**

The City intends to allow the Contractor access to the City's Peoples Gas storage capability for use by the Contractor in balancing supply to meet the City's gas supply needs on a day-by-day basis through the term. In exchange, the City expects to receive a discounted price for service and to be insulated from any balancing charges assessed by Peoples Gas, including critical day penalties, through the term. Proposers should take this into account when submitting their Pricing Form. Proposers should assume that for the start of the term, the City's storage balance will be zero.

3. **Invoice Delivery**

The Contractor must be willing and able to submit invoices to the City for the sale of gas supply in compliance with the provisions of the Agreement and to deliver such invoices to email address(es) specified by the City.

4. **Supplier Consolidated Billing**

The City's strong preference is that the Contractor will provide Supplier Consolidated Billing to the City. The Contractor will receive billing records from Peoples Gas for the City's accounts, include such charges in its invoices to the City without mark-up, and pay Peoples Gas for such charges on the City's behalf. Qualified Respondents should state the cost, if any, of providing Supplier Consolidated Service in their Pricing Form. If the Qualified Respondent determines it is not able to offer this service to the City or cannot offer the service at a price the City deems reasonable, this factor will be considered in the City's evaluation.

5. **Pricing**

The Contractor shall provide the City with natural gas to be purchased at the first of the month NYMEX price plus fixed basis price that will be fixed for the term of the Agreement. The Contractor shall provide for this fixed basis price in its Pricing Form.

Qualified Respondents must complete the Pricing Form. Failure to complete the Pricing Form may be cause for rejection of the submission.

The Pricing Form allows Qualified Respondents to specify their price offer for a Fixed Basis product and for a Fixed Price product, each with three (3) swing options. Qualified Respondents are not required to provide prices for both pricing products and all swing options but run the risk of not being selected if the City selects the pricing product or swing option for which the Qualified Respondent did not provide a price.

The cost of Natural Gas utility distribution charges assessed by Peoples Gas should not be included in Qualified Respondent's Pricing Form. Gas utility pooling costs directly related to serving the City's accounts may be passed through to the City at cost.

Under the Fixed Basis product, if selected by the City, throughout the term of the Agreement the Contractor shall provide the City with the ability to establish a fixed NYMEX price for some or all of its monthly gas purchase

quantities, for some or all months in the contract term. Qualified Respondents should provide a description of its procedure for performing such transactions as part of its Comprehensive Plan.

6. Transition Plan

The City is currently obtaining natural gas supply through a third-party supplier, Constellation NewEnergy. The Contractor shall be responsible for ensuring a seamless transition of natural gas supply service upon the effective date of this contract.

6. Online Access

For Contractors with this ability, the City is interested in obtaining access to a password protected website where it can review reports showing its historical gas usage and cost, historical invoices, and/or other reports or information pertinent to the City's **purchase of natural gas supply from Contractor. A sample of reports** available online, if any, may be submitted as part of **Qualified Respondent's** Comprehensive Plan.

EXHIBIT 2 NATURAL GAS CONTRACT QUANTITIES (DTH PER MONTH)

Refer to Exhibit 4, Draft Transaction Confirmation

EXHIBIT 3 GAS ACCOUNTS WITH ASSOCIATED STORAGE BACKUP

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

**EXHIBIT 4 CITY OF CHICAGO NAESB COVER PAGE, SPECIAL PROVISIONS, AND
DRAFT TRANSACTION CONFIRMATION**

**SPECIAL PROVISIONS TO THE
BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS ()**

Between and the City of Chicago

DATED , 2021

The above-referenced Base Contract for Sale and Purchase of Natural Gas (the "Base Contract") between and the City of Chicago is hereby amended and revised, effective as of the date of the Base Contract. Unless specifically agreed otherwise in a Transaction Confirmation, the Base Contract, as modified by these Special Provisions, shall apply to all transactions for the purchase and sale of Gas between the parties. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Base Contract.

The Special Provisions contained herein take precedence over any general terms and conditions contained in the Base Contract. If there is a conflict between the Special Provisions and the general terms and conditions contained in the Base Contract, the terms of these Special Provisions shall govern.

Any definitions used in the Base Contract, unless otherwise defined in these Special Provisions, shall have the same meaning in these Special Provisions. Any reference to a Section in these Special Provisions refers to the same Section of the General Terms and Conditions to the Base Contract.

Section 1. Purpose and Procedures

Section 1.3. The last sentence of Section 1.3 is amended to read as follows:

"In the event of a conflict among the terms of (i) the Base Contract, including these Special Provisions, (ii) the General Terms and Conditions from NAESB Standard 6.3.1, (iii) a binding Transaction Confirmation pursuant to Section 1.2, and (iv) the oral agreement of the parties which is evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, the terms of the documents shall govern in the priority listed in this sentence."

Section 2. Definition

Section 2.9 is deleted in its entirety and the following is substituted in its place:

2.9 "Contract" shall mean the legally-binding relationship established by (i) the Base Contract, inclusive of the Special Provisions (attached to the Base Contract as Schedule B), (ii) any and all binding Transaction Confirmations, and (iii) the terms and conditions of the Request for Qualification issued by the Buyer, No. 104757, including any addenda thereto."

Section 3. Performance Obligation

Section 3.4. Section 3.4 is hereby deleted.

Section 6. Taxes

Section 6. The label "6.1." is hereby added before the first occurrence of the words "Seller shall pay " in Section 6 and a new Section 6.2 is hereby added reading as follows: "Notwithstanding the foregoing, Seller acknowledges that Buyer is exempt and not subject to certain Taxes under Illinois law. Materials purchased by the Buyer are not subject to the Federal Excise Tax; the City's Tax Exemption Certificate number is 36-6005820. Materials purchased by the Buyer are not subject to the State of Illinois Sales Tax; the Buyer's Tax Exemption Certificate number is E9998- I 874-07. The Illinois Retailers Occupation Tax, Use Tax, and Municipal Retailers' Occupational Tax do not apply to materials or services purchased by the Buyer. Seller shall not attempt to charge or otherwise invoice the Buyer for any such Taxes. In the event of a change in tax exemption status, the party entitled to an exemption from any taxes or related charges shall furnish the other party all reasonably requested documentation evidencing the change in status."

Section 7. Billing and Payment

Section 7.1 is deleted in its entirety and the following substituted in its place:

7.1 "Seller shall provide Buyer with a written invoice setting forth the quantity of Gas which was scheduled under the Contract and delivered for the preceding Month, the Contract Price for such Gas, and any quantity or payment adjustments (or both) to scheduled quantities to reflect the actual quantities delivered for any prior Months, detailing such adjustments by quantity adjusted and the total amount due. The invoice shall be sufficiently detailed to support the amount billed and shall include such other information as reasonably requested by Buyer. At this time, Seller shall also provide account level reconciliation of supplier and Transporter costs in the form of a separate invoice, for payment. The Transporter invoice shall be sufficiently detailed to support the amount billed and shall include such other information as reasonably requested by Buyer."

"Seller shall supply all invoices electronically to Buyer via email to the following address:

Section 7.2 is deleted in its entirety and the following substituted in its place:

7.2 "Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, on or before the later of the Payment Date or sixty (60) Days after receipt of the invoice by Buyer; provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2."

Section 7.5. The following language is hereby inserted after "(i)." replacing the previous language for "(i.)": "the interest rate specified in the Illinois Local Government Prompt Payment Act a copy of which is available at:

<http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=725&ChapAct=50%26nbsp%3BILCS%26nbsp%>

Section 8. Title, Warranty, and Indemnity

Section 8.1 In the second line, insert the word “arising” between “Gas” and “prior”. In the third line, after the word “Gas”, insert the words “arising upon or”.

Section 9. Notices

Section 9.3. In the first line, replace the word “given” with the word “effective”.

Section 9.5. A new Section 9.5 is added as follows:

9.5. The Agreement number must be prominently featured in the heading of all notices sent hereunder.

Any and all notices referred to in this Agreement, or that either party desires to give to the other, shall be addressed as follows:

Supplier:	Buyer: City of Chicago
Notices, Correspondence and Parcel Deliveries,	Attn:
Fax Number:	E-mail:
E-mail:	
Payments (as indicated on invoice)	

Section 12. Term

The first sentence is hereby deleted and replaced with the following:

“This Contract shall remain in effect for a period of thirty-six (36) months from May 1, 2022. The Buyer shall have the option to extend this Agreement two times for additional periods of up to one year each or one time for an additional period of up to two years. At any time during the then-current term of this Agreement, Buyer may request Contractor to offer pricing for an additional one or two years, at the Buyer’s sole discretion, to extend the term of this agreement for such time following the end of the then-current term. Buyer may update or revise the Listed Facilities for the requested term extension as Buyer deems appropriate at its sole discretion. The Contractor agrees to make such an offer to Buyer at its request setting forth the price or prices at which Contractor would continue to provide service for the requested periods. The Contractor’s offer to extend shall be made on the Pricing Forms to the RFP, as applicable, in executable form, and shall be subject to the terms and conditions set forth in the RFP and in this Agreement. By requesting an offer to extend the term of the Agreement, Buyer does not commit to extend the term of the Agreement, and Buyer may

accept or reject the Contractor's offer in its sole discretion. If Buyer accepts such an offer, then it will execute and deliver the applicable related Pricing Form, which shall then become a part of this Agreement, and this Agreement shall be extended for the term set forth in the applicable Pricing Form."

Section 15. Miscellaneous

Section 15.1 The second sentence in the section is replaced with the following:

15.1 "No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed."

Section 15.11 is deleted in its entirety and the following substituted in its place:

15.11 "Each Party shall retain and have all rights and remedies available at law or equity to resolve any dispute arising under or related to this Contract."

Add to the following as Section 15.13:

15.13 "The Seller acknowledges and agrees to comply with the terms and specifications set forth in the Buyer's Request for Proposals, as the same is incorporated herein by reference."

Section 15.15 is added to the Contract as follows

15.15 "Publicity. It is the policy of Buyer that no endorsement by Buyer be stated or implied by Seller for any of Seller's products or services. All materials utilizing the name or trademarks of Buyer in advertising, marketing, and sales promotion materials must be submitted to Buyer's Department of Assets, Information, and Services for approval, such approval not to be unreasonably withheld, at the following address:

Add to the following as Section 15.17:

15.17 "The Seller acknowledges and agrees to comply with the City's Standard Terms and Conditions incorporated here by reference and attached hereto as Addendum 1 (City Standard Terms and Conditions) at all times during the Term."

Performance Obligation and Contract Quantity: Firm, Full Requirements as described in the RFP.

Contract Volumes: (CofC to remove last 12 mo if CofC selects 24 mo term)

	PG		PG		PG
	MMBtu		MMBtu		MMBtu
May-22	224,819	May-23	224,819	May-24	224,819
Jun-22	180,027	Jun-23	180,027	Jun-24	180,027
Jul-22	168,801	Jul-23	168,801	Jul-24	168,801
Aug-22	157,491	Aug-23	157,491	Aug-24	157,491
Sep-22	158,853	Sep-23	158,853	Sep-24	158,853
Oct-22	262,345	Oct-23	262,345	Oct-24	262,345
Nov-22	378,758	Nov-23	378,758	Nov-24	378,758
Dec-22	424,747	Dec-23	424,747	Dec-24	424,747
Jan-23	464,251	Jan-24	464,251	Jan-25	464,251
Feb-23	426,180	Feb-24	426,180	Feb-25	426,180
Mar-23	376,794	Mar-24	376,794	Mar-25	376,794
Apr-23	280,821	Apr-24	280,821	Apr-25	280,821

Delivery Point(s): Supplier's Pool behind Peoples Gas (PG) Citygate

Special Conditions.

Fixed Basis Product. Provide the Price Adder to the Monthly NYMEX Final Settlement Price for all accounts behind Peoples' Gas. The Price Adder should be inclusive of transportation/basis, supplier margin, fuel, balancing, and discount for storage.

OR

Fixed Price Product – All-In Commodity and Basis. Provide one fixed price for the accounts behind Peoples' Gas. The price should be inclusive of commodity, transportation/basis, supplier margin, fuel, balancing, and discount for storage.

(CofC will remove the paragraph above that is not selected prior to execution).

For Option A and B under both the Fixed Basis Product and the Fixed Price Product, gas volumes consumed in excess of the monthly contract volume plus the swing percentage will be priced at the Gas Daily Daily Average (GDDA) Chicago Citygate price plus \$0.____ ("Incremental Price") and when gas volumes consumed are less than the monthly contract volume minus the swing percentage, the difference will be priced at the Gas Daily Daily Average (GDDA) Chicago Citygate price minus \$0.____ ("Cashout Price"). The comparison between volumes consumed and contract volumes will be performed for each gas utility separately.

OR

For Option A and B under both the Fixed Basis Product and the Fixed Price Product, gas volumes consumed in excess of the monthly contract volume plus the swing percentage will be priced at the NGI Chicago Citygate Fixed+Basis average price for the **month following delivery plus \$0.____ (“Incremental Price”)** and when gas volumes consumed are less than the monthly contract volume minus the swing percentage, the difference will be priced at the NGI Chicago Citygate Fixed+Basis average price for the **month following delivery minus \$0.____ (“Cashout Price”)**. **The comparison between** volumes consumed and contract volumes will be performed for each gas utility separately.

(The City will remove the paragraph above that is not selected prior to execution).

Allocation: Seller will allocate the Contract Quantity listed herein among the Buyer's separate facilities or meters.

Buyer agrees to maintain the same Days of Backup listed in Appendix C of the RFP through the Delivery Period.

Supplier will not pass through any balancing charges or OFO/critical day penalties from Peoples Gas.

<p>Seller:</p> <p>By: _</p> <p>Title:</p> <p>Date:</p>	<p>Buyer:</p> <p>By: __</p> <p>Title:</p> <p>Date:</p>
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**EXHIBIT 5 SPECIAL CONDITIONS REGARDING MBE/WBE COMMITMENT AND
MBE/WBE COMPLIANCE PLAN**

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

1.1. Policy and Terms

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

Pursuant to Section 2-92-430 of the Municipal Code of Chicago, the Chief Procurement Officer has established a goal of awarding not less than 26% of the annual dollar value of all non-construction contracts to certified MBEs and 6% of the annual dollar value of all non-construction contracts to certified WBEs.

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

MBE Percentage	WBE Percentage
26%	6%

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

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

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

The Contractor also may meet all or part of this commitment through credits received pursuant to Section 292-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector contracts.

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

1.2. Definitions

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

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

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

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

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

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

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

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

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

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

"Directory" means the Directory of Certified "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the City of Chicago. The Directory identifies firms that have been certified as MBEs and WBEs and includes both the date of their last certification and the area of specialty in

which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE, and WBE firms.

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

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

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

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

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

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

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

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

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet Contract Specific Goals (in whole or in part) is encouraged. A joint venture may consist of any combination of MBEs, WBEs, and non-certified firms as long as one member is an MBE or WBE.

- a. The joint venture may be eligible for credit towards the Contract Specific Goals only if:
 - i. The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;
 - ii. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
 - iii. Each joint venture partner executes the bid to the City; and
 - iv. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items i, ii, and iii above in this Paragraph a.
- b. The Chief Procurement Officer shall evaluate the Schedule B submitted on behalf of the proposed joint venture to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

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

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

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

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

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

- v. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
- vi. Work items to be performed by the MBE's or WBE's own forces and/or work to be performed by employees of the newly formed joint venture entity;
- vii. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and

- iv. The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

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

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

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

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

- a. Only expenditures to firms that perform a Commercially Useful Function as defined above may count toward the Contract Specific Goals.
 - viii. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - ix. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non-MBE and non WBE firms perform the same function in the marketplace to make a determination.
 - x. Indications that a subcontractor is not performing a commercially useful function include, but are not limited to, labor shifting and equipment sharing or leasing arrangements with the prime contractor or a first-tier subcontractor.
- b. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its Area of Specialty in which it is certified counts toward the Contract Specific Goals, except as provided in MCC 2-92-525(b)(2).
- c. For maintenance, installation, repairs or inspection, or professional services, if the MBE or WBE performs the work itself: 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its affiliate). 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm count toward the Contract Specific Goals.

- d. If the MBE or WBE is a manufacturer: 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.
- e. If the MBE or WBE is a distributor or supplier: 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.
- f. If the MBE or WBE is a broker:
 - xi. Zero percent (0%) of expenditures paid to brokers will be counted toward the Contract Specific Goals.
 - xii. As defined above, Brokers provide no commercially useful function.
- g. If the MBE or WBE is a member of the joint venture contractor/bidder:
 - xiii. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or
 - xiv. If employees of this distinct joint venture entity perform the work, then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in the Schedule B.
 - xv. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.
- h. If the MBE or WBE subcontracts out any of its work:
 - i. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
 - ii. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm count toward the Contract Specific Goals (except as allowed by (c) above).
 - iii. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting, or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - xvi. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - xvii. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

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

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

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

Request for Qualifications (RFQ) for City of Chicago Natural Gas Spec No.: 1229555 A bidder will be considered responsive to the terms and conditions of these Regulations if, at the time of bid, it submits a waiver request and all supporting documentation that adequately addresses the conditions for waiver of MBE/WBE goals, including proof of notification to assist agencies except:

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

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

1.5.1. Direct Participation

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

- a. The bidder has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct work identified or related to the advertised bid/proposal. Documentation must include but is not necessarily limited to:
 1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
 2. A listing of all MBE/WBE firms contacted that includes:
 - Name, address, telephone number and email of MBE/WBE firms solicited;
 - Date and time of contact;
 - Method of contact (written, telephone, transmittal of facsimile documents, email, etc.)
 3. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
 - Project identification and location;
 - Classification/commodity of work items for which quotations were sought;
 - Date, item and location for acceptance of subcontractor bid Qualifications;
 - Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
 - Affirmation that Good Faith Efforts have been demonstrated by:

- choosing subcontracting opportunities likely to achieve MBE/WBE goals; and
- not imposing any limiting conditions which were not mandatory for all subcontractors; and
- providing notice of subcontracting opportunities to M/WBE firms and assist agencies at least five (5) business days in advance of the initial bid due date; and
- documented efforts or actual commitment to the indirect participation of MBE/WBE firms.

OR

- b. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder must provide the following information:
1. A detailed statement of the work identified for MBE/WBE participation for which the bidder asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
 - A listing of all potential subcontractors contacted for a quotation on that work item;
 - Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
 2. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE Qualifications are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
 - The City's estimate for the work under a specific subcontract;
 - The bidder's own estimate for the work under the subcontract
 - An average of the bona fide prices quoted for the subcontract;
 - Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

1.5.2 Assist Agency Participation in Waiver/Reduction Requests

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

The notice requirement of this Section will be satisfied if a bidder contacts at least one of the associations on Attachment A to these Regulations when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B to these Regulations provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required to be submitted with the bid for any bid/proposal to be deemed responsive. If deemed appropriate, the Contract Compliance Officer may contact the assist agency for verification of notification.

1.5.3. Impracticability

*Request for Qualifications (RFQ) for City of Chicago
Natural Gas Spec No.: 1229555* If the Chief
Procurement Officer determines that a lesser
MBE and/or WBE percentage standard is
appropriate with respect to a particular contract subject to competitive bidding prior to the bid
solicitations for such contract, bid specifications shall include a statement of such revised standard.

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

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

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

1.6. Procedure to Determine Bid Compliance

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

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

In the case of a bid utilizing the "Bid Incentive to Encourage MBE and WBE Utilization" pursuant to MCC 292-525(b)(2), failure to submit an MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goal to which the bidder has committed will not result in rejection of the bid, but the bidder may be found ineligible for the bid incentive.

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

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

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

The bidder must submit the appropriate Schedule C-1 with the bid for each MBE and WBE included on the Schedule D-1. Suppliers must submit the Schedule C-1 for Suppliers, first tier subcontractors must submit a Schedule C-1 for Subcontractors to the Prime Contractor and second or lower tier

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

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

(2) Letters of Certification.

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

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

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

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

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. The City encourages bidders to utilize the electronic fillable format Schedule D-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section 1.5 "Regulations Governing Reductions to or Waiver of MBE/WBE Goals" herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening, the bidder may submit a revised Schedule D-1 (executed and

*Request for Qualifications (RFQ) for City of Chicago
Natural Gas Spec No.: 1229555* notarized to
conform with the Schedules C-1). Bidders shall
not be permitted to add MBEs or WBEs
after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add
additional MBE/WBE vendors to their approved compliance plan during the performance of the
contract when additional opportunities for participation are identified. Except in cases where
substantial and documented justification is provided, bidders will not be allowed to reduce the dollar
commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1
and D-1.

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

B. (5) Application for Approval of Mentor Protégé Agreement

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

1.7. Reporting Requirements During the Term of the Contract

- a. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.
- b. The Contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and or fax audit notifications will be sent out to the Contractor with instructions to report payments that have been made in the prior month to each subcontractor. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.
- c. Once the prime Contractor has reported payments made to each subcontractor, including zero-dollar amount payments, the subcontractor will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.
- d. All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.
Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at: <https://chicago.mwdbe.com>.
- e. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.

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

1.8. Changes to Compliance Plan

1.8.1. Permissible Basis for Change Required

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

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

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

1.8.2. Procedure for Requesting Approval

If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance

Plan, the procedure will be as follows:

- o. The bidder or contractor must notify the Contract Compliance Officer and Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
- p. The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.
- q. Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make Good Faith Efforts to meet the Contract Specific

Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of Good Faith Efforts, must meet the requirements in section 5. If the MBE or WBE Contract Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE.

- d. If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make Good Faith Efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.
- r. A new subcontract must be executed and submitted to the Contract Compliance Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.

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

1.9. Non-Compliance and Damages

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

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

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

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

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

- a. In the event a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE/WBE.
- b. An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) calendar days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- c. All arbitration fees are to be paid pro rata by the parties, however, that the arbitrator is authorized to award reasonable expenses, including attorney and arbitrator fees, as damages to a prevailing MBE/WBE.
- d. The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) calendar days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

1.11. Equal Employment Opportunity

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

1.12. Attachments and Schedules

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

- Attachment A: Assist Agencies
- Attachment B: Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals
- Schedule B: Affidavit of Joint Venture (MBE/WBE)
- Schedule C-1: Letter of Intent From MBE/WBE To Perform as Subcontractor, Supplier and/or Consultant
- Schedule D-1: Compliance Plan Regarding MBE/WBE Utilization

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

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

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

51st Street Business Association *

220 E. 51st Street
Chicago, IL 60615
Phone: 773-285-3401
Fax: 773-285-3407
Email:
the51ststreetbusinessassociation@yahoo.com
Web: www.51stStreetChicago.com

Maintains list of certified firms: Yes

Provides training for businesses: Yes

**African American Contractors Association -
AACA**

P.O. Box #19670
Chicago, IL 60619
Phone: 312-915-5960

Email: aacanatlassoc@gmail.com

Web: www.aacanatl.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

**Angel of God Resource Center, Inc.
14527 S. Halsted**

Chicago, IL 60827
Phone: 708-392-9323
Fax: 708-880-0121
Email: asmith5283@yahoo.com;
aogrc@angelofgodresourcecenter.org

Web: www.angelofgodresourcecenter.org

Maintains list of certified firms: No

Provides training for businesses: Yes

Association of Asian Construction Enterprises

*
5677 W. Howard
Niles, IL 60714
Phone: 847-673-7377

Fax: 847-673-2358
Email: nakmancorp@aol.com

Maintains list of certified firms: Yes

Provides training for businesses: Yes

**Austin African American Business Networking
Assoc.**

5820 W. Chicago Ave.,
Chicago, IL 60651

Black Contractors United *

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

Phone: 773-626-4497

Email: aaabna@yahoo.com

Web: www.aaabna.org

Maintains list of certified firms: No

Provides training for businesses: Yes

Business Leadership Council *

230 W. Monroe Street, Ste 2650

Chicago, IL 60606

Phone: 312-628-7844

Fax: 312-628-7843

Email: Karen.r@businessleadershipcouncil.org

Web: www.businessleadershipcouncil.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

Chatham Business Association Small Business Dev. *

800 E. 78th Street

Chicago, IL 60619

Phone: 773-994-5006

Fax: 773-855-8905

Email: melindakelly@cbaworks.org

Web: www.cbaworks.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

Chicago Urban League *

4510 S. Michigan Ave.

Chicago, IL 60653

Phone: 773-624-8810

Fax: 773-451-3579

Email: sbrinston@thechicagourbanleague.org

Web: www.cul-chicago.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

Fax: 708-389-5735

Email: bcunewera@att.net

Web: www.blackcontractorsunited.com

Maintains list of certified firms: Yes

Provides training for businesses: Yes

LGBT Chamber of Commerce of Illinois *

3179 N. Clark St., 2nd Floor

Chicago, IL 60657

Phone: 773-303-0167

Fax: 773-303-0168

Email: jholston@lgbtcc.com

Web: www.lgbtcc.com

Maintains list of certified firms: Yes

Provides training for businesses: Yes

Chicago Minority Supplier Development Council Inc. *

105 W. Adams, Suite 2300

Chicago, IL 60603-6233

Phone: 312-755-2550

Fax: 312-755-8890

Email: pbarreda@chicagomsdc.org

Web: www.chicagomsdc.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

Chicago Women in Trades (CWIT)

2444 W. 16th Street

Chicago, IL 60608

Phone: 312-942-1444

Jayne Vellinga, Executive Director

Email: jvellinga@cwit2.org

Web: www.chicagowomenintrades2.org

Maintains list of certified firms: No

Provides training for businesses: Yes

Contractor Advisors Business Development Corp. *

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

Email: info@contractoradvisors.us

Web: www.contractoradvisors.us

Maintains list of certified firms: Yes

Provides training for businesses: Yes

1633 S. Michigan Avenue

Chicago, IL. 60616

Phone: 312-971-9594

Fax: 312-341-9084

Email: rmcgowan@cosmochamber.org

Web: www.cosmochamber.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

Do For Self Community Development Co. *

7447 S South Shore Drive, Unit 22B

Chicago, IL 60649

Phone: 773-356-7661

Email: dennisdoforself@hotmail.com

Web: www.doforself.org

Maintains list of certified firms: No

Provides training for businesses: Yes

Far South Community Development Corporation

9923 S. Halsted Street, Suite D

Chicago, IL 60628

Phone: 773-941-4833

Fax: 773-941-5252

Email: lacy@farsouth.org

Web: www.farsouthcdc.org

Maintains list of certified firms: No

Provides training for businesses: Yes

Federation of Women Contractors *

216 W. Jackson Blvd. #625

Chicago, IL 60606

Phone: 312-360-1122

Fax: 312-750-1203

Email: fwcchicago@aol.com

Web: www.fwcchicago.com

Maintains list of certified firms: Yes

Provides training for businesses: Yes

Fresh Start Home Community Development Corp.

5168 S. Michigan Avenue, 4N

Chicago, IL 60615

Phone: 312-632-0811

Fax: 855-270-4175

Email: Info@FreshStartNow.us

Web: www.FreshStartNow.us

Maintains list of certified firms: Yes

Provides training for businesses: Yes

Greater Englewood Community Development Corp. *

815 W. 63rd Street
Chicago, IL 60621
Phone: 773-651-2400

Fax: 773-651-2400

Email: jharbin@greaterenglewoodcdc.org

Web: www.greaterenglewoodcdc.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

Greater Far South Halsted Chamber of Commerce *

10615 S. Halsted Street

Chicago, IL 60628

Phone: 518-556-1641

Fax: 773-941-4019

Email: halstedchamberevents@gmail.com

Web: www.greaterfarsouthhalstedchamber.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

Hispanic American Construction Industry Association (HACIA) *

650 W. Lake St., Unit 415

Chicago, IL 60661

Phone: 312-575-0389

Fax: 312-575-0544

Email: jperez@haciaworks.org

Web: www.haciaworks.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

Greater Pilsen Economic Development Assoc. *

1801 S. Ashland
Chicago, IL 60608

Phone: 312-698-8898

Email: greaterpilsen@gmail.com

Web: www.greaterpilsen.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

Greater Southwest Development Corporation

2601 W. 63rd Street

Chicago, IL 60629

Phone: 773-362-3373

Fax: 773-471-8206

Email: c.james@greatersouthwest.org

Web: www.greatersouthwest.org

Maintains list of certified firms: No

Provides training for businesses: Yes

Illinois Hispanic Chamber of Commerce *

222 Merchandise Mart Plaza, Suite 1212 c/o
1871

Chicago, IL 60654

Phone: 312-425-9500

Email: aalcantar@ihccbusiness.net

Web: www.ihccbusiness.net

Maintains list of certified firms: Yes

Provides training for businesses: Yes

*Request for Qualifications (RFQ)
for City of Chicago Natural Gas
Spec No.: 1229555 JLM Business
Development Center**

Illinois State Black Chamber of Commerce *

411 Hamilton Blvd., Suite 1404
Peoria, Illinois 61602
Phone: 309-740-4430 / 773-294-8038

Fax: 309-672-1379

Email: LarryIvory@IllinoisBlackChamber.org;
vgilb66709@yahoo.com
www.illinoisblackchamberofcommerce.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

2622 W. Jackson Boulevard
Chicago, IL 60612
Phone: 773-826-3295
Fax: 773-359-4021

Email: jlbizcenter@gmail.com

Web: www.jlmcenter.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

Latin American Chamber of Commerce *

3512 W. Fullerton Avenue
Chicago, IL 60647
Phone: 773-252-5211
Fax: 773-252-7065

Email: d.lorenzopadron@LACCUSA.com
Web: www.LACCUSA.com

Maintains list of certified firms: Yes

Provides training for businesses: Yes

**National Association of Women Business
Owners ***

500 Davis Street, Ste 812
Evanston, IL 60201
Phone: 773-410-2484
Fax: 847-328-2018

Email: wjaehn@nawbochicago.org
Web: www.nawbochicago.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

National Black Wall Street *

4655 S. King Drive, Suite 203

Chicago, IL 60653
Phone: 773-268-6900
Fax: 773-392-0165

Email: markallen2800@aol.com
Web: www.nationalblackwallstreetchicago.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

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

33 W. Monroe, Suite 1540
Chicago, IL 60603
Phone: 312-960-1239

Email: grandevents1@sbcglobal.net
Web: www.nomeonline.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

Neighborhood Development Services, NFP *

10416 South Maryland Avenue

Chicago, IL 60628
Phone: 773-413-9348

Rainbow/PUSH Coalition *

930 E. 50th Street
Chicago, IL 60615
Phone: 773-256-2768
Fax: 773-373-4103

Fax: 773-371-0032

Email: neighborhooddevservices@gmail.com

Web: www.ndsnfp.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

Real Men Charities, Inc.

2423 E. 75th Street

Chicago, IL 60649

Phone: 773-425-4113

Email: ymoyo@realmencook.com

Web: www.realmencook.com

Maintains list of certified firms: No

Provides training for businesses: Yes

South Shore Chamber, Inc. *

1750 E. 71st Street

Chicago, IL 60649-2000

Phone: 773-955- 9508

Tonya Trice, Executive Director

Email: ttrice@southshorechamberinc.org

Web: www.southshorechamberinc.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

The Monroe Foundation

1547 South Wolf Road

Email: jmitchell@rainbowpush.org

Web: www.rainbowpush.org

Maintains list of certified firms: Yes

Provides training for businesses: No

RTW Veteran Center

7415 E. End, Suite 120

Chicago, IL 60649

Phone: 773-406-1069

Fax: 866-873-2494

Email: rtwvetcenter@yahoo.com

Web: www.rtwvetcenter.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

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

4550 S. Wabash Avenue

Chicago, IL. 60653

Phone: 773-538-5120

Fax: 773-538-5125

Email: spcdm@sbcglobal.net

Web: www.stpaulcdm.org

Maintains list of certified firms: No

Provides training for businesses: Yes

US Minority Contractors Association, Inc. *

1250 Grove Ave. Suite 200

Barrington, IL 60010

Phone: 847-708-1597

Hillside, Illinois 60162

Phone: 773-315-9720

Email: omonroe@themonroefoundation.org

Web: www.themonroefoundation.org

Maintains list of certified firms: No

Provides training for businesses: Yes

Women's Business Development Center *

8 S. Michigan Ave., 4th Floor

Chicago, IL 60603

Phone: 312-853-3477

Fax: 312-853-0145

Email: fcurry@wbdc.org

Web: www.wbdc.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

**Women Construction Owners & Executives
(WCOE) ***

Chicago Caucus

308 Circle Avenue

Forest Park, IL 60130

Phone: 708-366-1250

Email: mkm@mkmservices.com

Web: www.wcoeusa.org

Maintains list of certified firms: Yes

Provides training for businesses: No

Fax: 847-382-1787

Email: admin@usminoritycontractors.org

Web: www.USMinorityContractors.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

Urban Broadcast Media, Inc.

4108 S. King Drive,

Chicago, IL 60653

Phone: 312-614-1075

Email: drleonfinney312@gmail.com

Web: www.urbanbroadcastmedia.org

Maintains list of certified firms: No

Provides training for businesses: Yes

Your Community Consultants Foundation

9301 S. Parnell Ave.,

Chicago, IL 60620

Phone: 773-224-9299

Fax: 773-371-0032

Email: allen81354@aol.com

Maintains list of certified firms: No

Provides training for businesses: Yes

Attachment B - Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals

On Bidder/Proposer's Letterhead – SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY

RETURN RECEIPT REQUESTED

(Date)

Specification No.: {Specification Number}

Project Description: {PROJECT DESCRIPTION}

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

Dear _____ :

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

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

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

Name of Company Representative _____ at _____ Address/Phone _____

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

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

R e q u e s t f o r Q u a l i f i c a t i o n s (R F Q) f o r C i t y
o f C h i c a g o N a t u r a l G a s S p e c N o . : 1 2 2 9 5 5 5
M o n i c a J i m e n e z , D e p u t y P r o c u r e m e n t
O f f i c e r

Department of Procurement Services

City of Chicago

121 North La Salle Street, Room 806

Chicago, Illinois 60602

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

Sincerely,

Schedule B – Affidavit of Joint Venture

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

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

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

- I. Name of joint venture: _____
Address of joint venture: _____
Phone number of joint venture: _____

- II. Identify each non-MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____

- III. Identify each MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____

- IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: _____

- V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.

- VI. Ownership of the Joint Venture.
A. What are the percentage(s) of MBE/WBE ownership of the joint venture?
 MBE/WBE ownership percentage(s) _____
 Non-MBE/WBE ownership percentage(s) _____

B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):

1. Profit and loss sharing: _____

2. Capital contributions:
 (a) Dollar amounts of initial contribution: _____

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

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

EXHIBIT 6 NAESB AGREEMENT

ADDENDUM 1 - CITY OF CHICAGO TERMS AND

CONDITIONS Additional City Terms:

1. Funding. The source of funds for payments under this Agreement are Fund numbers _____ . Payments under this Agreement must not exceed) _____ without a written amendment. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

2. NON-APPROPRIATION. If no funds or insufficient funds are available, appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, then the City will notify Contractor in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Gas provided prior to the date of notification will be made to Contractor except that no payments will be made or due to Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments under this Agreement.

3. Inspector General

It is the duty of any bidder, proposer, contractor or consultant, all subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, contractor, consultant, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56, respectively, of the Municipal Code of Chicago. Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All subcontracts must inform subcontractors of the provision and require understanding and compliance with it.

4. Business Relationships with Elected Officials

Pursuant to MCC Sect. 2-156-030(b), it is illegal for any elected official, or any person acting at the direction of such official, to contact either orally or in writing any other City official or employee with respect to any matter involving any person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or

from whom or which he reasonably expects to derive any income or compensation in the following twelve months.

Violation of MCC Sect. 2-156-030 by any elected official with respect to this contract will be grounds for termination of this contract. The term financial interest is defined as set forth in MCC Chapter 2-156.

5. Warranties And Representations. In connection with signing and carrying out this Agreement, Contractor:

(a) warrants that Contractor is appropriately licensed under Illinois law to provide the Natural Gas required under this Agreement and will provide no Natural Gas for which a professional license is required by law and for which Contractor is not appropriately licensed;

(b) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of Section 2-92-320 of Chapter 2-92 of the Municipal Code of Chicago, and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and

(c) acknowledges that Contractor and its Subcontractors understand and will abide by all provisions of Chapter 2-26-010 et seq. of the Municipal Code.

6. Prohibitions on Certain Contributions

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 Qualifications or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

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

committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

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

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

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

7. Ethics

A. In addition to the foregoing warranties and representations, Contractor warrants:

- i. no officer, agent or employee of the City is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under the Municipal Code of Chicago (Chapter 2-156).
- ii. no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any subcontractors to the Contractor or higher tier subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

B. Contractor further acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

8. Conflicts of Interest

No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

9. Right to Offset

In connection with Section 2-92-380 of the Municipal Code of Chicago:

A. In accordance with Section 2-92-380 of the Municipal Code of Chicago and in addition to any other rights and remedies (including any of set-off) available to the City under this Agreement or permitted at law or in equity, the City is entitled to set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by Contractor to the City. For purposes of this Section, "outstanding parking violation complaint" means a parking ticket, notice of parking violation or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. "Debt" means a specified sum of money owed to the City for which the period granted for payment has expired.

B. Notwithstanding anything herein to the contrary, no such debt(s) or outstanding parking violation complaint(s) will be offset from the price or compensation due under this Agreement if one or more of the following conditions are met:

iii. Contractor has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and/or debts owed to the City and Contractor is in compliance with the agreement; or

iv. Contractor is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or

v. Contractor has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

10. Waste Provisions

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;

- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Agreement is executory, Contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the discretion of the Chief Procurement Officer. Such opportunity to cure will not be unreasonably withheld and Contractor will be afforded a reasonable amount of time to cure. Inability of Contractor to cure such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement and may further affect Contractor's eligibility for future contract awards.

11. Firms Owned or Operated by Individuals with Disabilities

The City encourages contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

1. Non-Inclusion on Certain Lists

Contractor warrants and represents that neither Contractor nor an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Contractor" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor. A person or

entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

13. Compliance With All Laws.

C. Compliance with All Laws Generally

Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in this section, and Contractor must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Contractor must require all Subcontractors to do so, also.

Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

D. Nondiscrimination

(i) Contractor in performing its services under this Agreement, Contractor must comply with applicable laws prohibiting discrimination against individuals and groups.

a. Federal Requirements In performing its services under this Agreement, Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e et seq. (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. §12101 et seq.; 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal statutes, regulations and other laws.

b. State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 111. Admin. Code § 750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. (1990), as amended, and all other applicable state statutes, regulations and other laws.

a. City Requirements Contractor must comply with, and the procedures Contractor utilizes and the services Contractor provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 et seq. of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations. d. Subcontractors Contractor must incorporate all of this provision by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement.

14. Wages

(a) Minimum Wage, Mayoral Executive Order 2014-1

Mayoral Executive Order 2014-1 provides for a fair and adequate Minimum Wage to be paid to employees of City contractors and subcontractors performing work on City contracts. A copy of the Order may be downloaded from the Chicago City Clerk's website at:

<http://chicityclerk.com/wp-content/uploads/2014/09/Executive-Order-No.-2014-1.pdf>

If this Agreement was advertised on or after October 1, 2014, Contractor must comply with Mayoral Executive Order 2014-1 and any applicable regulations issued by the CPO. The Minimum Wage to be paid pursuant to the Order as of July 1, 2021 is \$15.00 per hour. The Minimum Wage must be paid to:

- All employees regularly performing work on City property or at a City jobsite.
- All employees whose regular work entails performing a service for the City under a City contract.

The Minimum Wage is not required to be paid to employees whose work is performed in general support of contractors operations, does not directly relate to the services provided to the City under the contract, and is included in the contract price as overhead, unless that employee's regularly

assigned work location is on City property or at a City jobsite. It is also not required to be paid by employers that are 501(c)(3) not-for-profits.

Except as further described, the Minimum Wage is also not required to be paid to categories of employees subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of this Agreement or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

Additionally, the Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by Mayoral Executive Order 2014-1, if that collective bargaining agreement was in force prior to October 1, 2014 or if that collective bargaining agreement clearly and specifically waives the requirements of the order.

If the payment the payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then the Contractor must pay the prevailing wage.

15. Economic Disclosure Statement

Further, Contractor must execute an Economic Disclosure Statement and Affidavit ("EDS"). Notwithstanding acceptance by the City of the EDS, Contractor's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Contractor must promptly update its EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate.

2. Independent Contractor

(d) This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the City. The rights and the obligations of the parties are only those set forth in this Agreement. Contractor must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the City.

(e) This Agreement is between the City and an independent contractor and, if Contractor is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

(i) The City will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement.

(ii) Contractor is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City.

(iii) The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Contractor.

17. City Hiring Plan Prohibitions

A. The City is subject to the June 16, 2014 “City of Chicago Hiring Plan” (the “2014 City Hiring Plan”) entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

B. Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Agreement are employees or subcontractors of Contractor, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.

C. Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual’s political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual’s political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

D. In the event of any communication to Contractor by a City employee or City official in violation of paragraph B above, or advocating a violation of paragraph C above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City’s Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement. Contractor will also cooperate with any inquiries by OIG Hiring Oversight.

18. Ineligibility to do Business with City

Failure by the Contractor or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be a default for which no cure is available and grounds for termination of this Contract.

19. Duty to Report Corrupt or Unlawful Activity

Pursuant to §2-156-018 of the Municipal Code, it is the duty of the Contractor to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt Activity" means any conduct set forth in Subparagraph (a)(1), (2) or (3) of §1-23-020 of the Municipal Code. Knowing failure to make such a report will be an event of default under this Agreement. Reports may be made to the Inspector General's toll-free hotline, 866-IG-TIPLINE (866-448-4754).

3. Governing Law and Jurisdiction. This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois. Contractor irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Service of process on Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Contractor, or by personal delivery on any officer, director, or managing or general agent of Contractor. If any action is brought by Contractor against the City concerning this Agreement, the action must be brought only in those courts located within the County of Cook, State of Illinois.

1. Supplemental Contract Terms relating to Executive Order 2021-2.

1.1 Supplemental 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 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.

APPENDIX 1 - ECONOMIC DISCLOSURE STATEMENT (EDS) AND AFFIDAVIT

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

WHEN SUBMITTING YOUR RESPONSE TO THIS REQUEST FOR QUALIFICATIONS (RFQ), FOR NATURAL GAS SUPPLY, 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 6.2.11, Required Content of Qualifications in the RFQ. A Respondent who does not include a signed Certificate of Filing and/or Attachment A, Online EDS Acknowledgement form with its response must provide it upon the request of the Chief Procurement Officer.

1.5. PREPARATION CHECKLIST FOR REGISTRATION

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

	1. Invitation number, if you were provided an invitation number.
	2. EDS document from previous years, if available.
	3. Email address to correspond with the Online EDS system.
	4. Company Information:
	a. Legal Name
	b. FEIN/SSN
	c. City of Chicago Respondent 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 Respondent 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):

- s. City of Chicago contract package
- t. Cover page of City of Chicago Qualifications/solicitation package
- u. If EDS is related to a mod, then cover page of your current contract with the City.

- 9. List of subcontractors and retained parties:

- v. Name
- w. Address
- x. 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 Respondents seeking a City contract are required to submit an EDS. Through the EDS, applicants make disclosures required by State law and City ordinances and certify compliance with various laws and ordinances. An EDS is also required of certain parties related to the applicant, such as owners and controlling parties.

Q: Who is the Applicant?

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

Q: Who is the Disclosing Party?

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

Q: What is an entity or legal entity?

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

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

A: "Person" means a human being.

Q: Who must submit an EDS?

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

Applicants:	An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.
Entities holding an interest:	Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.
Controlling entities:	Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing 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.

Spec No.: 1229555 **Q: I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can I log-in the Online EDS with that account?**

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

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

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

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

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

Q: Who is the EDS Captain?

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

Q: Why do we need EDS Captains?

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

Q: Who is the EDS team?

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

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

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

Q: How do I complete an Online EDS?

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

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

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

Q: How do I attach documents?

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

Q: Who can complete an Economic Disclosure Statement online?

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

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

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

Q: Will my information be secure?

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

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

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

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

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

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

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

Q: Can I save a partially complete EDS?

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

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

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

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

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

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

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

ATTACHMENT A

ONLINE EDS ACKNOWLEDGEMENT

The undersigned, hereby acknowledges having received RFQ for Natural Gas containing a full set of RFQ Documents, including, Addenda Numbers (none unless indicated here)

_____, and affirms that the Respondent shall be bound by all the terms and conditions contained in the RFQ Documents, regardless of whether a complete set thereof is attached to this response.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party online, (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)

APPENDIX 2 - INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE

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

A. INSURANCE TO BE PROVIDED

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

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

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$5,000,000 per occurrence or for the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

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

1) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services or operations to be performed, the Contractor must maintain Automobile Liability Insurance with limits of not less than \$5,000,000 per occurrence, or for the full per occurrence limits of the policy, whichever is greater for bodily injury and property damage. Coverage must include but not be limited to the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work, both on and off the City sites including loading and unloading.

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$50,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

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

5) Professional Liability

When any professional consultants perform work, services, or operations in connection with this Contract, 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, pollution liability if environment site assessments will be done. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

3) Contractors Pollution Liability

When any work, services, or operations performed involves a potential pollution risk that may arise from the operations of Contractor's scope of services Contractors Pollution Liability must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions with limits of not less than \$5,000,000 per occurrence. Coverage must include but not be limited to completed operations, contractual liability, defense, excavation, environmental cleanup, remediation, and disposal and if applicable, include transportation and non-owned disposal coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City is to be named as an additional insured.

4) Railroad Protective Liability (when applicable)

When any work, services, or operations is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. An insurance binder will be accepted until such time the policy is submitted.

8) Property

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

B. ADDITIONAL REQUIREMENTS

Evidence of Insurance. Contractor must furnish the City, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street, 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 Contract, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. Contractor must submit evidence of insurance prior to Contract award. The receipt of any certificate does not constitute Contract by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Contract. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Contract provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Contract. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

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

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

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

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

Contractors Insurance Primary. All insurance required of Contractor under this Contract shall be endorsed to state

that Contractor insurance policy is primary and not contributory with any insurance carrier by the City.

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

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

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

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

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

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

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

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



CITY OF CHICAGO



DEPARTMENT OF ASSETS, INFORMATION & SERVICES (AIS)

MEMORANDUM

To: The Honorable Pat Dowell
Chairman, Committee on the Budget and Government Operations

From: Sandra Blakemore
Acting Commissioner
Department of Assets, Information & Services

CC: Elizabeth Beatty
Mayor's Office of Intergovernmental Affairs

Date: October 14, 2022

Re: Request for Information from Annual Appropriation Committee Hearing

ID: 38-08

The following information is provided in response to questions posed at our department's hearing on October 12, 2022, to discuss the proposed 2023 budget.

Alderman Villegas asked us to provide the number of consultants used in AIS IT; broken down by sub-contract and further by gender and race.

Attached is the AIS IT Diversity Report for January thru July 2022. It provides a list of all vendors with contracts and active projects during the noted timeframe. While we capture W/MBE spend, we neither capture the number of consultants employed by our vendors nor information on their employees' gender or race.

As always, please let me know if you have any further questions.

Vendor Name	PO	Total	PRIME			Reference Contract	MBE	MBE - AA	MBE - ASIAN	MBE - HISPANIC	MBE-NATIVE AMERICAN	WBE
			M/W	ETHNICITY	No Stated Goals							
ADSYSTECH, INC	20935	\$1,757,935.92				\$150,440.00	\$150,440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ASSETWORKS, INC.	143696	\$393,568.26			X	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AT&T CORP	19393	\$4,376,742.78				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$172,503.00	\$0.00
BSM TECHNOLOGIES	29728	\$627,838.89				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CATALYST CONSULTING GROUP INC	32638	\$5,125,189.25	M	ASIAN	\$4,221,144.25	\$5,125,189.25	\$904,045.00	\$4,221,144.25	\$0.00	\$0.00	\$0.00	\$0.00
CDW GOVERNMENT, LLC.	33232	\$10,724,535.75				\$6,382,061.00	\$0.00	\$0.00	\$6,382,061.00	\$0.00	\$0.00	\$0.00
CDW GOVERNMENT, LLC.	85185	\$670,392.00				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CLARITY PARTNERS LLC	32560	\$793,181.25	M	ASIAN	\$793,181.25	\$793,181.25	\$0.00	\$793,181.25	\$0.00	\$0.00	\$0.00	\$0.00
COMPUTER AID INC	26835	\$7,229,309.09				\$2,147,759.72	\$0.00	\$934,084.46	\$1,213,675.26	\$0.00	\$549,917.53	\$0.00
DELL MARKETING L.P.	51904	\$1,075,183.05			X	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ELECTRONIC KNOWLEDGE INTERCHANGE	32561	\$3,099,260.00	M	AA	\$3,099,260.00	\$3,099,260.00	\$3,099,260.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GARTNER GROUP, INC	128512	\$1,343,884.00				\$875,000.00	\$875,000.00	\$0.00	\$0.00	\$0.00	\$175,000.00	\$0.00
INFOR PUBLIC SECTOR INC	16761	\$4,713,429.93				\$140,321.67	\$0.00	\$0.00	\$140,321.67	\$0.00	\$674,046.44	\$0.00
MOTOROLA INC FKA SUNCOAST	T26138	\$1,022,951.25				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NTT DATA, INC	26625	\$843,648.00				\$1,110,392.76	\$0.00	\$1,110,392.76	\$0.00	\$0.00	\$125,651.76	\$0.00
SDI PRESENCE LLC	69858	\$2,674,247.34	M	ASIAN	\$2,582,509.34	\$2,582,509.34	\$0.00	\$2,582,509.34	\$0.00	\$0.00	\$88,738.00	\$0.00
SDI PRESENCE LLC	93627	\$11,078,810.89	M	ASIAN	\$8,084,810.31	\$11,078,810.89	\$2,567,656.89	\$8,126,723.91	\$384,430.09	\$0.00	\$0.00	\$0.00
VERIZON WIRELESS	20293	\$722,674.07				\$1,124,240.78	\$1,124,240.78	\$0.00	\$0.00	\$0.00	\$53,942.90	\$0.00
Grand Total		\$58,272,781.72				\$34,609,166.66	\$8,720,642.67	\$17,768,035.97	\$8,120,488.02	\$0.00	\$1,839,799.63	\$0.00
						59.39%	14.97%	30.49%	13.94%	0.00%	3.16%	

2022 SPEND SUMMARY:		
TOTAL CONTRACT PAYMENTS	\$58,272,781.72	
PAYMENTS TO MBE BY ETHNICITY		
PRIMES - AA	\$8,720,642.67	14.97%
PRIMES - HISPANIC	\$8,120,488.02	13.94%
PRIMES - ASIAN	\$17,768,035.97	30.49%
PRIMES - NATIVE AMERICAN	\$0.00	0.00%
	\$34,609,166.66	59.39%
PAYMENTS TO MWBE PRIME AND SUBS		
AA	\$8,720,642.67	14.97%
HISPANIC	\$8,120,488.02	13.94%
ASIAN	\$17,768,035.97	30.49%
NATIVE AMERICAN	\$0.00	0.00%
WBE	\$1,839,799.63	3.16%
NON-MINORITY	<u>\$21,823,815.43</u>	<u>37.45%</u>
	\$58,272,781.72	100.00%
PAYMENTS TO PRIMES V. SUBS		
AIS PAYMENTS TO PRIMES	\$21,823,815.43	37.45%
AIS PAYMENT TO SUBS	<u>\$36,448,966.29</u>	<u>62.55%</u>
	\$58,272,781.72	100%



CITY OF CHICAGO



DEPARTMENT OF ASSETS, INFORMATION & SERVICES (AIS)

MEMORANDUM

To: The Honorable Pat Dowell
Chairman, Committee on the Budget and Government Operations

From: Sandra Blakemore
Acting Commissioner
Department of Assets, Information & Services

CC: Elizabeth Beatty
Mayor's Office of Intergovernmental Affairs

Date: October 14, 2022

Re: Request for Information from Annual Appropriation Committee Hearing

ID: 38-09

The following information is provided in response to questions posed at our department's hearing on October 12, 2022, to discuss the proposed 2023 budget.

Alderman Vasquez asked us to provide a Hansen timeline and status update. A narrative of the DoB upgrade project from Hansen 7 and other legacy platforms to IPS 11 and associated Enterprise platforms follows:

Per a request of DoB in May 2021, the Hansen to IPS 11 Upgrade project was changed from a single-phase project "Big Bang approach" to a 4-phase delivery project (phases 1a, 1b, 1c and 1d).

Phase 1a was deployed to production in May 2022. This included components residing in a very old legacy system named "Kneebone" and included the Exterior Walls and Occupancy Placard programs and 3 trade license types – Cranes, Elevators and Stationary Engineers. Functionality was added to this phase to web-enable the trade license process, making the process paperless and entirely online, including payments.

Phase 1b comprises the Easy Permit Process, which has been redesigned as the new "Express Permit Process" and includes new features such as electronic acceptance of contractors on the permit applications and dozens of additional validations and status checks to further automate the process. This phase is planned for go-live before summer of 2023.

Phase 1c comprises Electrical permits and includes fully online electronic plan review and other streamlining features. Complete requirements for this phase are expected by November 2022



CITY OF CHICAGO



DEPARTMENT OF ASSETS, INFORMATION & SERVICES (AIS)

and - assuming there are no complex additional requirements added to the phase - has an anticipated go live of 4th quarter 2023.

Phase 1d represents the completion of the migration from Hansen 7 to IPS 11 and includes all remaining functions and permit and inspection types including Standard Plan Review, Developer Services, Periodic inspections, requested inspections and 311 complaint inspections. AIS and DOB and are continuing to collaborate on the scope and associated go-live timing for Phase 1d.

As always, please let me know if you have any further questions.



CITY OF CHICAGO

DEPARTMENT OF ASSETS, INFORMATION & SERVICES (AIS)

MEMORANDUM

To: The Honorable Pat Dowell
Chairman, Committee on the Budget and Government Operations

From: Sandra Blakemore
Acting Commissioner
Department of Assets, Information & Services

CC: Elizabeth Beatty
Mayor's Office of Intergovernmental Affairs

Date: October 13, 2022

Re: Request for Information from Annual Appropriation Committee Hearing

ID: 38-10

The following information is provided in response to questions posed at our department's hearing on October 13, 2022, to discuss the proposed 2023 budget.

Alderman Stephanie Coleman asked for the number of vacant ward yards. There are 10 vacant ward yards.

Address	Buildingname
1619 E. 73rd St.	5th and 6th Ward Yard
1756 W. 74th St.	15th and 18th Ward Yard
2460 W. Cortland St.	Vacant 26th Ward Yard
2840 S Calumet	2nd Ward Yard
3357 W. 55th St.	14th Ward Yard
4830 W. Chicago Ave.	37th Ward Yard
5021 S. Wabash Ave.	Vacant 3rd Ward Yard
611 W. 69th St.	17th Ward Yard
6145 S. Throop St.	Vacant 16th Ward Yard
6401 S. Evans Ave.	20th Ward Yard

As always, please let me know if you have any further questions.