

## REQUEST FOR PROPOSALS (RFP)

Procurement Number: <b>TBD</b>	Procurement Title: <b>TBD</b>
Advertisement Date: <b>Wednesday, September 17, 2025</b>	Closing Date and Time: <b>Wednesday, October 29, 2025 at 2:00 p.m. (local time)</b>

### PROJECT OVERVIEW

The City of Naperville is soliciting proposals from experienced and qualified vendors to provide carbon free capacity, energy and environmental attributes (EFECs/RECs).

### PROCUREMENT CONTACT

Shanel Gayle, Procurement Officer  
[gayles@naperville.il.us](mailto:gayles@naperville.il.us)

### QUESTIONS

All questions concerning the RFP shall be submitted in writing via email to the Procurement Contact no later than five (5) business days prior to the Closing Date and Time. A written response in the form of an addendum may be issued as appropriate. No contact with any other City employee or Selection Team member shall be made during the RFP process.

### DELIVERY INSTRUCTIONS

Proposals must be submitted electronically. Downloading documents and responding electronically requires registration with the City's online e-bidding platform Demandstar. The City maintains an OPEN ACCESS subscription with Demandstar. This means that all City documentation is accessible to all entities registered with Demandstar regardless of subscription plan. If you are not registered with Demandstar, you may sign up any time for a FREE AGENCY SUBSCRIPTION to the City of Naperville. If you are registered, but subscribed to another agency, you DO NOT need to modify your subscription. With Open Access, you may search for City of Naperville and access all City bidding information and documentation under your current subscription plan. To sign up with Demandstar or to login to an existing account, visit: <https://www.demandstar.com/app/login>.

Any incomplete submittals may be rejected as non-responsive. Infrequent or first-time users of electronic bidding are encouraged to load their bids 24 hours prior to the Closing Date and Time

### NO BID

If you choose not to respond, please fill out the enclosed NO BID form and return it to the City as soon as possible.

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## **GENERAL INFORMATION**

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The City of Naperville currently has a full requirements energy supply contract with the Illinois Municipal Electric Agency (IMEA), a not-for-profit joint action agency. This contract, signed in 2007, is set to run through September 30, 2035. As a full requirements contract, the City currently does not have the right to procure energy outside of this contract.

The IMEA has proposed a new 20-year contract which will begin in 2035 and extend to 2055. This new contract is a full requirements contract but allows for a certain amount of Member Directed Resources (MDR). MDR allows member municipalities, like Naperville, to commit to a project or a power purchase agreement for a resource that qualifies under the MDR definition and thereby self-direct the type of qualifying resource used to serve a portion of its load. Specifically, MDR enables members to self-direct a percentage of their energy needs from renewable or cleaner energy sources, such as solar, wind, advanced nuclear technology or small nuclear reactors or other non-coal options, to meet specific sustainability goals or community preferences. The member secures the project or power purchase agreement with the vendor and then dedicates the attributes from the resource to IMEA. This opportunity is only available to IMEA members who have signed the new contract. Naperville has not signed the new contract but is in the process of evaluating all its options. If Naperville enters into the new contract with IMEA that begins in 2035, it is anticipated that the IMEA Board of Directors will consider including existing nuclear within the definition of MDR and would authorize Naperville to amend its existing contract so as to begin utilizing MDR as soon as January 1, 2026.

The purpose of this procurement is to identify suppliers, projects and other resources available to the city should it enter into a contract with the IMEA from 2035 through 2055 and choose to supplement the energy supply provided to the City of Naperville by the Illinois Municipal Electric Agency (IMEA) with a dedicated, non-fossil-fuel energy source exclusive to Naperville.

The City of Naperville invites proposals from qualified and experienced vendors to enter into a Power Purchase Agreement (PPA) for the procurement of non-fossil fuel energy within the PJM Interconnection territory. The PPA shall have a minimum term of five (5) years and a maximum term of twenty (20) years, with a fixed price per kilowatt-hour (kWh) maintained throughout the entire contract duration.

The objective of this solicitation is to secure a reliable, cost-effective, and environmentally sustainable energy supply that aligns with Naperville's commitment to transitioning to clean energy. The agreement must safeguard the City's Electric Utility against cost overruns, price escalations, renegotiations, and project delays, ensuring long-term price stability, transparency, and sustainability.

## **SCOPE OF SERVICES**

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The selected vendor will supply non-fossil fuel energy and energy storage according to the following:

### **Eligible Resources:**

- Energy must be generated from non-fossil fuel sources, including but not limited to nuclear, wind, solar, hydro, or geothermal.
- Energy storage systems including batteries.
- Pricing must include delivery to the Naperville Node in PJM.

**Capacity and Delivery Requirements:**

- The selected entity must deliver the contracted capacity, energy and environmental attributes (RECs or EFECs).
- The vendor shall guarantee availability and reliability in accordance with industry standards and regulations.
- Energy delivery must commence no later than June 1, 2026.
- The City will only pay for capacity and energy delivered; all transmission charges, congestion issues, ancillary services, etc. are to be included in the fixed MWH cost included with the proposal.

**GOAL**

The purpose of this procurement is to supplement the energy supply provided to the City of Naperville by the Illinois Municipal Electric Agency (IMEA) with a dedicated, non-fossil-fuel energy source exclusive to Naperville.

Proposers are requested to submit PPA costs for various non-fossil energy options across multiple contract durations, including 5, 10, 15, and 20-year terms as indicated below. The proposals should outline clear pricing structures, terms, and conditions. Vendors are permitted to submit only those options that they are capable of providing.

Proposals must include:

- Detailed project description and location.
- Clearly outlined approach to deliver energy, capacity and RECs/EFECs including strategy to achieve full capacity accreditation from intermittent resources.
- Interconnection assumptions and requirements for energy storage proposals.
- Pricing per kWh for the full contract term.
- Project schedule with milestones.
- Financial and technical qualifications.
- Strategy to achieve full capacity accreditation from intermittent resources.
- Risk mitigation strategies.

<b>5 Year PPA (Energy, Capacity and RECs/EFECs)</b>	<b>__MW</b>	<b>17.5MW</b>	<b>35MW</b>	<b>52.5MW</b>	<b>70MW</b>
Wind (PJM Accredited Capacity)					
Wind (Full Capacity Accreditation)					
Wind (No Capacity Accreditation)					
Solar (PJM Accredited Capacity)					
Solar (Full Capacity Accreditation)					
Solar (No Capacity Accreditation)					
Nuclear Fixed Block (Full Capacity Accreditation)					
Nuclear Fixed Block (No Capacity Accreditation)					
Nuclear Load Following (Full Capacity Accreditation)					
Nuclear Load Following (No Capacity Accreditation)					
Other (Provide Description)					
<b>10 Year PPA (Energy, Capacity and RECs/EFECs)</b>	<b>__MW</b>	<b>17.5MW</b>	<b>35MW</b>	<b>52.5MW</b>	<b>70MW</b>
Wind (PJM Accredited Capacity)					
Wind (Full Capacity Accreditation)					
Wind (No Capacity Accreditation)					
Solar (PJM Accredited Capacity)					
Solar (Full Capacity Accreditation)					
Solar (No Capacity Accreditation)					
Nuclear Fixed Block (Full Capacity Accreditation)					
Nuclear Fixed Block (No Capacity Accreditation)					
Nuclear Load Following (Full Capacity Accreditation)					
Nuclear Load Following (No Capacity Accreditation)					
Other (Provide Description)					

<b>15 Year PPA (Energy, Capacity and RECs/EFECs)</b>	<b>__MW</b>	<b>17.5MW</b>	<b>35MW</b>	<b>52.5MW</b>	<b>70MW</b>
Wind (PJM Accredited Capacity)					
Wind (Full Capacity Accreditation)					
Wind (No Capacity Accreditation)					
Solar (PJM Accredited Capacity)					
Solar (Full Capacity Accreditation)					
Solar (No Capacity Accreditation)					
Nuclear Fixed Block (Full Capacity Accreditation)					
Nuclear Fixed Block (No Capacity Accreditation)					
Nuclear Load Following (Full Capacity Accreditation)					
Nuclear Load Following (No Capacity Accreditation)					
Other (Provide Description)					
<b>20 Year PPA (Energy, Capacity and RECs/EFECs)</b>	<b>__MW</b>	<b>17.5MW</b>	<b>35MW</b>	<b>52.5MW</b>	<b>70MW</b>
Wind (PJM Accredited Capacity)					
Wind (Full Capacity Accreditation)					
Wind (No Capacity Accreditation)					
Solar (PJM Accredited Capacity)					
Solar (Full Capacity Accreditation)					
Solar (No Capacity Accreditation)					
Nuclear Fixed Block (Full Capacity Accreditation)					
Nuclear Fixed Block (No Capacity Accreditation)					
Nuclear Load Following (Full Capacity Accreditation)					
Nuclear Load Following (No Capacity Accreditation)					
Other (Provide Description)					

Capacity Only:

Capacity Only Agreement (MW/D)	__MW	17.5MW	35MW	52.5MW	70MW
5 Year Market Based Capacity					
10 Year Market Based Capacity					
15 Year Market Based Capacity					
20 Year Market Based Capacity					
5 Year Zero Carbon Capacity					
10 Year Zero Carbon Capacity					
15 Year Zero Carbon Capacity					
20 Year Zero Carbon Capacity					

Energy Storage:

Pricing in \$/kW Month	__MW	5 MW	10 MW	15 MW	20 MW
4 Hour Battery (60 Calls/Year)					
2 Hour Battery (60 Calls/Year)					
Other Energy Storage System					

In the event that the city elects to increase its MDR procurement volume prior to contract signing or during the contract term (e.g., to accommodate proportional growth in energy load from significant users such as data centers or broader customer increases), indicate which pricing you would be willing to hold, for what duration, and up to what maximum level:

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## TERM OF THE AWARD

The terms of this contract will be determined based on the submitted Power Purchase Agreement (PPA) cost, with options for an initial term of 5, 10, 15, or 20 years, commencing from the delivery date of June 1, 2026. The minimum initial term is 5 years.

The City of Naperville may extend the contract for up to 5 additional years, in one-year increments, contingent upon satisfactory vendor performance and mutual agreement on the existing terms, conditions, specifications, and pricing structure. Any modifications to these elements require mutual consent from both parties.

The supplier shall maintain full compliance with all applicable PJM Interconnection, federal, and state regulations throughout the contract term.

At the conclusion of any contract term, the City reserves the right to extend the contract for an additional ninety (90) days to facilitate the issuance of a new solicitation for energy supply services.

## **BACKGROUND INFORMATION**

The City of Naperville, incorporated in 1857, is located in southwestern DuPage County and northwestern Will County and covers an area of approximately 36 square miles. The City is a home rule unit of local government under the 1970 Illinois Constitution. The City has been one of the fastest growing communities in the Chicago Metropolitan area and is the third largest city in Illinois. The population is currently approximately 153,000 and is expected to grow to approximately 160,000.

The City of Naperville operates under the following Mission Statement:

*"To provide services that ensure a high quality of life, sound fiscal management, and a dynamic business environment, while creating an inclusive community that values diversity."*

The City of Naperville owns and operates a public electric utility serving approximately 64,000 customers. Of this total, 57,000 are classified as residential, 7,000 are classified as commercial & industrial. The system will ultimately serve approximately 75,000 customers.

**The City receives power from the ComEd transmission system at nine (9) 138kV delivery points within five (5) City owned substations across the City.** The system peak demand has shifted from 402MW (summer 2012) to 363 MW (summer 2023) with 2024 energy purchases of 1,272,056 MWh. The projected maximum peak demand at build-out is 450MW with an energy usage of 1,725,000,000kWh. Please see Appendix B for 2023 and 2024 hourly load report profile.

## **NEEDS DESCRIPTION**

The City of Naperville is committed to reducing its reliance on fossil fuels and establishing itself as a leader in the transition to sustainable, non-fossil energy alternatives. This Request for Proposal (RFP) seeks Power Purchase Agreement (PPA) cost proposals for a diverse range of non-fossil energy sources, including but not limited to solar, wind, and hydropower, to supplement the City's energy supply.

Proposers are requested to submit PPA costs for various non-fossil energy options across multiple contract durations, including 5, 10, 15, and 20-year terms. The proposals should outline clear pricing structures, terms, and conditions to support Naperville's goal of achieving a cleaner, more sustainable energy portfolio.

Naperville's MDR procurement will involve a three-party contract among the selected vendor, the City of Naperville, and IMEA, under which Naperville will purchase the power directly from the vendor, after which IMEA will liquidate the purchased MDR energy into the market.

## **OUTCOMES DESIRED**

The success of this project will be determined by achieving the following outcomes:

- The selected supply vendor effectively supplements the Illinois Municipal Electric Agency (IMEA) energy portfolio on behalf of the City of Naperville with the agreed-



upon non-fossil fuel energy resource(s), as specified in the Power Purchase Agreement (PPA).

- All energy delivered under the PPA is directed to the Naperville delivery point, including the agreed-upon capacity and associated Renewable Energy Credits (RECs) or Equivalent Fuel Energy Credits (EFECS).

## **MINIMUM QUALIFICATIONS AND EXPECTATIONS**

The following minimum qualifications and expectations must be met by the proposer in order to be considered:

- Experience developing, financing, and operating non-fossil fuel power projects of at least 20 MW.
- At least five years of experience in energy supply management within the PJM Regional Transmission Organization (RTO) territory.
- In-depth knowledge of the legal, regulatory, and compliance requirements in the energy sector.
- Strong knowledge of local, state and federal regulations related to energy procurement and supply
- Demonstrate financial stability and provide evidence of sufficient capital resources
- Proposals must include project timelines, milestones, and risk mitigation strategies.
- The PPA must be structured as a fixed-price agreement with no allowance for cost overruns or additional charges.
- The supplier is responsible for all project costs, including interconnection, permitting, and operational expenses.
- The supplier must have a credit rating of BBB-, BAA3 or higher or must provide performance assurance, such as a Letter of Credit or Guaranty from an entity that meets said credit rating requirement in an amount and form acceptable to the City, or other collateral acceptable to the City to secure its performance.
- Any project or delivery delays beyond the agreed timeline will incur financial penalties.

## **SELECTION CRITERIA AND PROCESS**

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### **PROCUREMENT SELECTION TEAM**

A selection committee comprised of City staff from the Electric Utility, Finance Department, Community Relations Department, Legal Department and City Manager's Office will review, evaluate and score all proposals and interviews based on the criteria and weights defined below.

In addition to the selection committee members, non-scoring subject matter experts (SME) may also participate in the proposal review and/or attend the interviews/demonstrations to provide SME perspective to the selection committee members regarding the procurement.

The selection committee may not conduct discussions with any proposer who submits a proposal. Procurement Services will be the only City department that may communicate with potential proposers to ensure a fair and balanced opportunity for all proposers.

## SELECTION CRITERIA

CRITERIA	PERCENTAGE
Capability, Capacity and Qualifications of the Proposer	50
Suitability and Quality of the Approach/Methodology	30
Milestones and Deliverables	20
<b>TOTAL:</b>	<b>100</b>

## SELECTION PROCESS

The awarded proposer will be selected based on a three-phase evaluation process.

### Phase 1 – Technical Proposal Evaluation

This phase will serve to shortlist the responding proposers to enter into the interview phase. The selection committee will review, evaluate and score all of the proposals based upon the information provided in the proposal using the criteria and weights defined above. The top proposers with the highest qualification scores may be invited to interview with the selection committee.

### Phase 2 – Interviews

If the City decides to conduct interviews, the shortlisted proposers will be scheduled to attend interviews with the selection committee (and SMEs, if applicable). The proposed Contract Manager/Project Manager who will be in charge of this contract, as named in the proposals, is required to be in attendance. Other key team members are strongly encouraged to be present as well.

Following the interviews, the shortlisted candidates may be re-scored by the committee using the criteria and weights defined above to finalize the qualification scores.

### Phase 3 – Scope and Contract Negotiations

The proposer with the highest qualification score will be invited to enter into negotiations with the City regarding the scope of services and contract. Failure to reach consensus will result in the proposer not being considered further; the City may elect to begin negotiations with the proposer with the second highest qualification score or conduct a new procurement.

Following the completion of this phase, City staff will recommend the selected proposer for City Council/City Manager approval.

## TENTATIVE SCHEDULE

9/17/2025 RFP issued to vendors.

10/22/2025 Last day to ask questions. All questions must be received via email to [gayles@naperville.il.us](mailto:gayles@naperville.il.us) by 12:00 p.m.

10/29/2025	Proposals should be submitted to the City by 3:30 p.m. The contents of the response are listed under Technical Proposal Elements.
Week of 11/17/2025	Selected proposers will be notified that they have been chosen to be interviewed.
Week of 12/1/2025	Interviews will be conducted with each of the shortlisted proposers.
Week of 12/15/2025	Firm selected for award will be notified to begin negotiations.
1/6/2026	City Manager/City Council award.
1/12/2026	Notice to Proceed

## **TECHNICAL PROPOSAL ELEMENTS**

The Technical Proposal outlines the proposer's qualifications and proposed plan for addressing the requested item or service. Technical Proposals should specifically address each of the following elements. Proposers should present their proposal in the same sequence and with the same numbering scheme and headings shown in this section. If the proposer believes that a subject has been adequately addressed in another part of the Technical Proposal, then a cross-reference to the appropriate part of the narrative must be provided.

### **1. CAPACITY AND QUALIFICATIONS OF THE PROPOSER (50%)**

#### **1.1 Overview of the Responding Organization.**

Provide an overview of the firm including but not limited to the firm's legal name and corporate structure, location of headquarters, technical staff and field offices, number of years in business and providing the requested services. Proposals are required to demonstrate the firm meets the minimum qualifications and expectations section on Page 5. High scoring proposals will distinctly outline and explain the firm's relevant experience, emphasizing significant engagement with other public entities, municipalities and publicly owned electric utilities.

#### **1.2 Staffing.**

Provide an organizational chart indicating the roles and responsibilities of the project team. High scoring proposals will include biographical resumes of project team members for each role, showcasing their experience in managing projects of similar scale and scope. Emphasizing the experience, the proposed Contract Manager and other crucial staff members' strong regulatory expertise within the PJM RTO territory. Additionally, clarify the process for selecting the project team for each project and explain how the firm ensures continuity of its staff throughout the project's duration.

#### **1.3 Subconsultants.**

If any portion of the contract is subcontracted, please outline the specifications here and indicate which team members are subconsultants. If a subconsultant is being used, high scoring proposals will demonstrate that the subconsultant's team member(s) have worked with the responding vendor on similar

projects in the past.

#### 1.4 References.

Provide three references from the last five years demonstrating experience working with municipalities on projects with similar scope of services. Include the following information: a description of the project including location, client name and contact information including email address, scope of services delivered by your firm, duration of service and final fee. High scoring proposals will provide references that include high quality projects that were completed on time and under budget.

If any aspect of the project is subcontracted, please provide at least three (3) references for the subcontractor. The references should include client name, contact person, phone number, email address, scope of services provided, length of time services was provided and project costs. High scoring proposals will include similar projects that the contractor and subcontractor have worked on together in the past.

#### 1.5 Standard Agreement

Provide a copy of your firm's standard agreement for services as well as any other contractual documents that would need to be executed prior to award. Given the nature of this work, it is the City's intent to negotiate a final contract based upon the selected firm's standard agreement. The City's general terms and conditions are also included in Appendix C of this RFP for your review. High scoring proposals will include an agreement that demonstrates a partnership mentality.

## **2. SUITABILITY AND QUALITY OF THE APPROACH PROGRAM (30%)**

### 2.1 Project Approach/Plan.

The City has provided a minimum scope of services. Based upon the proposer's experience with these types of projects, please provide a detailed scope of services to provide the best outcome and value to the City. High scoring proposals will demonstrate a comprehensive understanding of the energy procurement and delivery process as well as regulatory environment. The City encourages proposers provide considerations not specifically outlined by the Owner for additional review.

### 2.2 Project Management Philosophy.

Provide a description of the best practices the firm has developed for maintaining reliable power supply according to PPA. High scoring proposals will show your firm's track record in delivering power within PJM territory and coordinating delivery of energy and capacity with other agencies along with demonstrating extensive experience in

this field.

### 2.3 Goal Achievement.

Based on the firm's expertise and the details outlined in this RFP, please present an analysis of potential risks that the City should take into account while evaluating this endeavor. High scoring proposals will pinpoint and explain areas of vulnerability, offer tactics to mitigate or reduce these risks, and draw upon past experiences to illustrate these potential challenges.

### 2.4 Pricing Proposal.

Provide a pricing proposal which outlines the proposer's costs for each option of PPA submitted. High scoring proposals should include a comprehensive summary that outlines any assumptions made during the pricing proposal development and clearly identifies the invoicing structure. Proposals must also provide an outline of communication with IMEA regarding energy delivery and cost, along with a clear invoicing process for the City.

## **3. MILESTONES AND DELIVERABLES (20%)**

### 3.1 Schedule.

Outline the significant milestones and deliverables related to this project, emphasizing interim completion dates and decision-making checkpoints necessary to attain the project objectives. High-scoring proposals will encompass essential project milestones, adhere to all City requirements, and address potential assumptions or considerations that might affect the project's scope or timeline for each task completion.

### 3.2 Milestones & Deliverables.

Indicate the key milestones and associated deliverables. High-scoring proposals will emphasize a clear alignment between milestones and project objectives, a detailed breakdown of tasks and deliverables at each stage, and a realistic timeline that accommodates potential setbacks or modifications. Additionally, proposals will showcase a comprehensive understanding of the project's scope and a commitment to delivering a successful, high-quality end product, through an executive summary.

### 3.3 Project Schedule.

Provide a schedule to complete the scope of services. High-scoring proposals will not only outline the schedule and milestones but also identify potential risks and articulate strategies to mitigate these issues. Demonstrating foresight in recognizing potential obstacles and providing proactive solutions can significantly enhance the

credibility and feasibility of the proposed project plan.

### 3.4 Quality Assurance.

Describe the quality assurance practices the firm will implement to ensure consistent non-fossil energy delivery per PPA contract. Provide minimum and maximum margin of error.

## **PRICING ELEMENTS AND ASSUMPTIONS FOR PROPOSERS**

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PPA Pricing will be evaluated as part of the Suitability and Quality of the Approach criterion during the proposal and interview evaluations. Please detail any assumptions you made to develop the pricing proposal in the Technical Proposal response.

Proposers are requested to submit PPA costs for various non-fossil energy options across multiple contract durations, including 5, 10, 15, and 20-year terms. The proposals should outline clear pricing structures. Vendors are permitted to submit only those options that they are capable of providing.

Pricing shall be provided in Excel file format to allow automated comparison.

## **INSTRUCTIONS FOR SUBMITTING RESPONSES**

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**Proposals are due no later than 2:00 p.m. local time on 10/29/2025.**

Your response must be received by the date and time specified. Proposals must be submitted electronically. All necessary documents are available through the City's website. Downloading documents and submitting proposals requires registration with "Demandstar," the City's service provider since 2000. If you aren't already a member, you can get a FREE AGENCY SUBSCRIPTION to the City of Naperville account by going to [www.demandstar.com/register.rsp](http://www.demandstar.com/register.rsp). Any incomplete submittals may be rejected as non-responsive. Infrequent or first-time users of electronic bidding are requested to load their proposals 24 hours prior to the submission deadline, and the city will be available to help with any issues or questions up until **10/28/2025 at 10:00 a.m. local time.**

Proposals shall not be accepted after the designated response due date and time. It is the responsibility of proposers to submit proposals on or before the response due date and time.

### Appendices

- A – Response Checklist
- B – 2023 and 2024 hourly load report profile
- C – None
- D – City General Terms and Conditions
- E – Consultant Services Agreement/Master Services Agreement
- F – Procurement Forms

## **APPENDIX A – RESPONSE CHECKLIST**

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The following items should be included in the Proposer's response to the RFP:

- ☐ Proposal Submittal Form  
Submit completed electronic copy of the Proposal Submittal Form.
- ☐ Technical Proposal Response  
Submit one (1) electronic copy (PDF format), which shall include the following sections:
  - ☐ Capability, Capacity and Qualifications of the Proposer
  - ☐ Suitability and Quality of the Approach/Methodology
  - ☐ Milestones and Deliverables
- ☐ Redacted Technical Proposal Response  
Submit one (1) electronic copy (PDF format) of the Technical Proposal Response with information that may be exempt from disclosure under FOIA redacted. See the Illinois Freedom of Information Act section of the City's General Terms and Conditions for additional information regarding what can be redacted.
- ☐ Exceptions to the City's General Terms and Conditions  
Submit one (1) electronic copy (PDF format) of any exceptions to the City's terms, conditions or requirements set forth in Appendix D of this RFP. Such exceptions may be considered in the evaluation and award processes. The City will be the sole determiner of the acceptability of any exception. Any exceptions submitted may render the submission as non-responsive to the requirements listed.
- ☐ Exceptions to the City's Consultant Services Agreement/Master Services Agreement  
Submit one (1) electronic copy (PDF format) of any exceptions to the City's Consultant Services Agreement/Master Services Agreement set forth in Appendix E of this RFP. Such exceptions may be considered in the evaluation and award processes. The City will be the sole determiner of the acceptability of any exception. Any exceptions submitted may render the submission as non-responsive to the requirements listed.
- ☐ Procurement Forms  
Submit one (1) electronic copy (PDF format) of the following documents:
  - ☐ Proposal Form
  - ☐ Affidavit of Compliance
  - ☐ No Proposal Form

## **APPENDIX B – 2023 and 2024 hourly load report profile 8670**



Naperville 8760  
Data 2023-2024.xlsx

DRAFT



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## APPENDIX D – CITY GENERAL TERMS AND CONDITIONS

BY SUBMITTING A RESPONSE, THE PROPOSER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. PROPOSERS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES OF THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS BEFORE SUBMITTING PROPOSALS, FAILURE TO DO SO WILL BE AT THE PROPOSER'S OWN RISK AND HE CANNOT SECURE RELIEF ON THE PLEA OF ERROR.

### **RFP PROCESS**

#### **EQUAL OPPORTUNITY**

The City will make every effort to ensure that all proposers are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

#### **PROPOSAL FORMS**

Proposals must be accompanied by a fully executed Proposal Form and Affidavit of Compliance, provided in this package, and shall be submitted on the forms provided or in an identical format typed by the proposer, properly signed in the appropriate places, and submitted in accordance with Instructions for Submitting Responses.

#### **QUESTIONS**

All questions concerning the RFP shall be submitted only to the Procurement Services Team. Questions requiring a clarification or interpretation of the specifications shall be submitted only to members of the Procurement Services Team in writing at least five working days prior to the proposal due date so that the Procurement Services Team can issue a written response to all proposers of record in the form of an addendum. An addendum may not be issued if the answer to a question is contained in the documents; instead the proposers shall be directed to the provision in the specifications which responds to the question.

#### **ADDENDUM**

Any addendum issued in response to a proposer's question(s) shall be posted on the City's online bidding service, Demandstar by Onvia at the following website, [www.demanstar.com](http://www.demanstar.com). No addendum will be posted within three business days of the proposal due date.

#### **SAMPLES**

Samples or drawings requested shall be delivered free of charge with the proposal. Rejected samples shall be removed by the proposer at his own expense after receipt of same. Accepted samples will be retained during the life of the contract.

#### **ALTERNATE PROPOSALS**

The proposal specifications may not state that an alternate proposal is permissible, but each proposer is encouraged to do so.

#### **ALTERNATE PROPOSALS, SOLICITED**

In soliciting alternate proposals, the City is drawing upon the proposer's expertise and knowledge within the scope and/or context of the service sought.

### **PROPOSALS BINDING FOR 120 DAYS**

Unless otherwise specified in the specifications, all formal proposals submitted shall be binding for one hundred and twenty (120) calendar days following date of receipt.

### **PROPOSAL PREPARATION COSTS**

All costs directly or indirectly related to preparation of a response to the RFP, any oral presentations required to supplement and/or clarify a proposal, and or reasonable demonstrations which may be, at its discretion, required by the City shall be the sole responsibility of and shall be borne completely by the proposer submitting a proposal.

### **PROPOSAL OWNERSHIP**

All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the proposer.

### **APPEALS AND REMEDIES**

Any actual or prospective bidder, proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Chief Procurement Officer pursuant to the Naperville Procurement Code Section 1-9B-12.

[https://www.municode.com/library/il/naperville/codes/code\\_of\\_ordinances?nodeId=TIT1AD\\_CH9M\\_UFI\\_ARTBPUPOGU\\_1-9B-12APRE](https://www.municode.com/library/il/naperville/codes/code_of_ordinances?nodeId=TIT1AD_CH9M_UFI_ARTBPUPOGU_1-9B-12APRE)

### **ILLINOIS FREEDOM OF INFORMATION ACT**

1. **Cooperation with disclosure under the Illinois Freedom of Information Act.** The Illinois Freedom of Information Act ("FOIA" or "Act") (5 ILCS 140/1, *et seq.*), provides that records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (5 working days with a possible 5 working day extension, or within such other time frame as agreed upon in writing by the requester). Upon notification from the City that it has received a FOIA request that calls for records within the proposer's control, the proposer shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the proposer shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records or part thereof, are applicable.
2. **Information that may be exempt from disclosure under FOIA.** The underlying principle of FOIA is that public records should be available to the public. However, there are many exemptions under FOIA which permit specific information to be withheld from disclosure for certain reasons. (See 5 ILCS 140/7 and 7.5).

If the City receives a FOIA request which calls for production of any or all of the materials you have submitted in response to the City's request for proposal, the City will consider whether

any of the exemptions are applicable. To assist us in that regard please review and comply with the following:

- a. Trade Secret/Proprietary information/(7(1)(g)). You may seek to have information submitted by it to the City withheld from disclosure to third parties *to the extent* that such information constitutes trade secrets or commercial or financial information that is proprietary, privileged or confidential, the disclosure of which would cause competitive harm to a person or business. Please clearly indicate, with specificity, any portions of your proposal that you believe fall within this exemption.

- i. Note: Please be careful to designate *only* those sections of your submittal that you believe, in good faith, fall within this exemption. If entire documents or submittals are designated as exempt, the City may determine that you have not complied with this direction and may not respect your claim for the exemption.

- b. Security measures/7(1)(v)). You should clearly designate, with specificity, any portions of its submittal which falls within the following exemption:

Vulnerability assessments, security measures, and response policies or plans that are designed to identify, prevent, or respond to potential attacks upon a community's population or systems, facilities, or installations, the destruction or contamination of which would constitute a clear and present danger to the health or safety of the community, but only to the extent that disclosure could reasonably be expected to jeopardize the effectiveness of the measures or the safety of the personnel who implement them or the public. \*Information exempt under this item may include, such things as details pertaining to the mobilization or deployment of personnel or equipment, to the operation of communication systems or protocols, or to tactical operations. [\*Note: The examples provided above are not exclusive.]

- c. Maps/Locations/(7(1)(x)). You should clearly designate, with specificity, any portions of its submittal which falls within the following exemption:

Maps and other records regarding the location or security of generation, transmission, distribution, storage, gathering, or switching facilities owned by a utility, by a power generator, or by the Illinois Power Agency.

In light of this standard, please note with a **red P** in the upper right hand corner of only those pages containing information that you are seriously requesting to be considered as Confidential and Proprietary and a **red S** in the upper right hand corner of only those pages containing information that you are seriously requesting be considered to contain Security Related information, thereby meeting the applicable exemption criteria of the Illinois Freedom of Information Act ([www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=85&ChapterID=2](http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=85&ChapterID=2) ). You also must **highlight in yellow** the specific information you claim to be exempt on that page. The City will evaluate only appropriately marked pages and highlighted sections.

*SUBMITTALS THAT ARE GLOBALLY MARKED CONFIDENTIAL WILL BE CONSIDERED SUBJECT TO FULL DISCLOSURE UNDER THE ILLINOIS FREEDOM OF INFORMATION ACT WITHOUT REDACTION.*

## **AWARDING THE PROPOSAL**

### **CRITERIA FOR AWARDING AND RESERVATION OF RIGHTS**

The contract will be awarded to one or more proposer(s) that are determined to provide the best value to the City, or any other proposer determined by the City Council to be in the best interest of the City, who meets or exceeds the criteria, provisions provided by the requesting department. The City reserves the right to reject any or all proposals or to waive any details in proposals received whenever such rejection or waiver is in the best interests of the City. The City also reserves the right to reject the proposal of a proposer who has previously failed to satisfactorily perform, has not completed contracts on time, or whom, upon investigation, shows that it is not in a position to perform the contract.

### **NOTICE OF AWARD**

The City intends to accept in writing one proposal within one hundred & twenty (120) days from the date of receipt, or the time specified within the specifications, unless the awardees extend the time of acceptance to the City. Notice of Award will be posted on the City's online bidding service for all proposers of record to view.

## **CONTRACT AWARD**

### **MANDATORY TERMS**

Any award made as a result of this Request for Proposal will subject to the following. By submitting a proposal, the proposer agrees to accept to be bound by the following terms and requirements in any resulting contract:

### **TERMINATION**

This Agreement may be terminated by the City at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Agreement is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this Agreement is terminated due to the City's substantial failure to perform, the Contractor shall be paid for labor and expenses incurred to date, subject to setoff for any damages, losses or claims against the City resulting from or relating to Contractor's performance or failure to perform under this agreement.

In the event of termination by the City upon notice and without cause, upon completion of any phase of the Services, fees due the Contractor for services rendered through such phase shall constitute total payment for services. In the event of such termination by the City during any phase of the

Services, the Contractor will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase. In the event of any such termination, the Contractor also will be reimbursed for the charges of independent professional associates and Contractors employed by the Contractor to render Services and paid for all unpaid Additional Services and Reimbursable Expenses not in dispute.

Reimbursable expenses mean the actual expenses incurred by the Contractor or the Contractor's independent professional associates or Contractors, directly or indirectly in connection with the Project.

### **PATENTS AND COPYRIGHTS**

If an article sold and delivered to the City hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless the City, from and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by the City in violation or right under such patent or copyright.

### **COMPLIANCE WITH LAWS**

The vendor certifies that in performing this contract they will comply with all applicable provisions of the federal, state and local laws, regulations, rules and orders.

### **INSURANCE**

At the Contractor's expense, the Contractor shall procure and maintain in effect throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise form or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The Contractor must furnish Certificates of Insurance to the City before staff recommends award of the Agreement to City Council. If requested, the Contractor will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of not less than A: VII according to the A.M. Best Company. Should any of the insurance policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the City. The Contractor shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law. If the Contractor maintains higher limits than the

minimums shown below, the City shall be entitled to coverage for higher limits maintained by the Contractor.

**A. Commercial General Liability:**

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability Occurrence Form CG 00 01 and include Premise/Operations, Products/Completed Operations, Independent Proposers, Contractual and Personal Injury/Advertising Injury.

Limits:

General Aggregate	\$2,000,000.00
Products/Completed Operations	\$2,000,000.00
Each Occurrence	\$2,000,000.00
Personal Injury	\$2,000,000.00

**B. Automobile Liability:**

Coverage shall be at least as broad as Insurance Services Office Form CA 00 01 to include all Owned, Hired, Non-owned vehicles.

Limits:

Combined Single Limit Per Accident	\$2,000,000.00
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**C. Workers' Compensation:**

Coverage shall be in accordance with the provisions of the laws of the State of Illinois.

**D. Employers' Liability:**

Limits:

Each Accident	\$2,000,000.00
Each Employee Bodily Injury by Disease	\$2,000,000.00
Policy Limit Bodily Injury by Disease	\$2,000,000.00

**E. Errors & Omissions Liability/Professional Liability:**

Errors & Omissions Liability insurance appropriate to the Contractor's profession.

Limits:

Per Occurrence	\$2,000,000.00
Aggregate per policy period of one year	\$2,000,000.00

If Errors & Omissions Liability coverage is written on a claims-made form:

1. The retroactive date must be shown and must be before the date of the Agreement or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of contract work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date, the Proposer must purchase extended reporting period coverage for a minimum of three (3) years after completion of contract work.

#### **F: Other Insurance Provisions**

The insurance policies set forth in Items A, E and F above shall continue to be maintained for a period of three (3) years following the termination or expiration of this Agreement.

The insurance policies set forth in Items A, B and E above are to contain, or be endorsed to contain, the following provisions:

1. The City, name and its officers, officials, employees and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Vendor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).
2. For any claims related to the performance of the Contractor's work, Contractor's insurance coverage shall be primary insurance as respects the City, name, and its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City and name for all work performed by the Contractor, its employees, agents and subcontractors.

The Contractor understands that the acceptance of Certificates of Insurance, policies and any other documents by the City in no way releases the Contractor from the requirements set forth herein.

#### **INDEMNIFICATION**

The Contractor shall indemnify, hold harmless and defend the City, its officers or employees from any and all claims, suits, actions, costs, and fees, including attorney fees, of every nature or description arising from, growing out of, or connected with the performance of this Agreement because of any negligent act or omission, neglect, or misconduct of the Contractor, its employees and agents, or any of its subcontractors. Except as to professional liability, such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided.

The Contractor shall be responsible for any and all damages to property or persons and for any losses or costs to repair or remedy construction as a result of any negligent act or omission, neglect, or misconduct in the performance of its work and shall indemnify and hold harmless the City, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. Acceptance of the work will not relieve the Contractor of the responsibility for subsequent



correction of any such errors, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. Except as to professional liability, these indemnities shall not be limited by the listing of any insurance coverage.

The Contractor shall not be responsible for any delay in the performance or progress of the Project, or liable for any costs or damages sustained by the City resulting from such delay, caused by any errors, omissions and/or negligent acts of the City or its agents, or by changes ordered in the work, or as a result of any federal, state or regulatory authority, or riot or civil commotion, or by any other cause beyond the Contractor's control. In the event of such delay, the Contractor will proceed with due diligence to alleviate the delay and continue the performance of its obligations under this Agreement.

The Contractor shall not be responsible for any damages which may occur as a result of any modifications made to the plans of the Contractor by others without the Contractor's knowledge, or for damages which may occur because of the improper or negligent acts of third parties.

The City will release and hold harmless the Contractor for delays or losses experienced by the City or others which result from the discovery of concealed conditions which require additional design, mitigation or other remedial action. When such discovery warrants the need for additional services, those services will be considered.

#### **SUCCESSORS AND ASSIGNS**

The City and the Contractor each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the City nor the Contractor shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any office or agent of any public body which may be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the City and the Contractor.

#### **FORCE MAJEURE**

Neither the Contractor nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of God, war or insurrection, strikes or lockouts by the parties' own employees, walkouts by the parties' own employees, fires, natural calamities, riots or demands or requirements of governmental agencies.

#### **NON-WAIVER OF RIGHTS**

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

#### **PAYMENT TERMS**

The City of Naperville's payment terms are net 30. The payment date will be calculated based on the invoice receipt date or delivery date, whichever is later. All payments shall be made with electronic payment transfer.

### **AMENDMENTS AND MODIFICATIONS**

The nature and the scope of services specified in this Agreement may only be modified by written amendment to this Agreement approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the City and the authorized representative of the Contractor.

### **STANDARD OF CARE**

Vendor shall perform all of the provisions of this Contract with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under the same or similar circumstances. The City shall base its determination of the Vendor's fulfillment of the scope of the work in accordance with accepted professional consulting standards.

Vendor shall be responsible for the accuracy of its professional services under this Contract and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The City's acceptance of any of Vendor's professional services shall not relieve Vendor of its responsibility to subsequently correct any such errors or omissions.

Vendor shall respond to the City's notice of any errors and/or omissions within 24 hours of written confirmation by the Vendor of the City's notice. Such confirmation may be in the form of a facsimile confirmation receipt by the City, or by actual hand delivery of written notice by the City to the Vendor. Vendor shall be required to visit the Project site if directed by the City.

### **LAWS GOVERNING**

This contract shall be governed by the laws of the State of Illinois both as to interpretation and performance except that Sections 2 through 8 of the Local Prompt Payment Act (50 ILCS 505/2-8) shall not be applicable. Venue for any action related to this agreement shall be in the Circuit Court for the 18<sup>th</sup> Judicial Circuit, DuPage County, Illinois.

### **NON-APPROPRIATIONS CLAUSE**

This contract is contingent on the receipt of funding in future years. The terms of this contract and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being approved by the City Council. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the City may terminate its obligations if sufficient appropriations are not approved by the City Council. The City's decision as to whether sufficient appropriations are available is final and binding on all parties.

### **ILLINOIS FREEDOM OF INFORMATION ACT**

The Illinois Freedom of Information Act ("FOIA" - 5 ILCS 140/1 *et seq.*) provides that records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (5 working days with a possible 5 working day extension, or such timeframe as might otherwise be agreed upon in writing by the requester). Upon notification from the City that it has received a FOIA request that calls for records within the Security Auditor's control (or within the control of Security Auditor's

subconsultants, subcontractors, or sub-vendors), the Contractor shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Contractor shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records, or part thereof, are applicable. The City shall follow its established protocol and procedures for this Project to properly process inquiries and FOIA requests.

The Contractor may seek to furnish trade secrets and commercial or financial information to the City under a claim such information is proprietary, privileged or confidential, along with a statement that disclosure of such information would cause the Contractor competitive harm. Trade secrets and commercial or financial information that are furnished under this caveat may be able to be exempted from disclosure under FOIA in the event that the City receives a FOIA request for information provided by the Security Auditor. (See 5 ILCS 140/7(1)(g)).

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## **APPENDIX F – PROCUREMENT FORMS**

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The following forms should be completed and submitted with the Proposer's response:

- Sealed Proposal Submittal Form
- Proposal Form
- Affidavit of Compliance

If you choose not to respond, please fill out the following form and return it to the City as soon as possible:

- NO PROPOSAL FORM

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**PROCUREMENT NAME: TBD**  
**PROCUREMENT NUMBER: TBD**

**CITY OF NAPERVILLE  
REQUEST FOR PROPOSALS  
PROPOSAL FORM**

The proposer shall also include with their returned proposal a signed copy of the enclosed affidavit, as well as literature, samples, etc. as required within the Request for Proposals Specifications.

The undersigned proposer, having examined the specifications and other documents, hereby agrees to supply services as per the attached specifications and to perform other work stipulated in, required by and in accordance with the proposal documents attached for and in consideration of the proposed prices.

The undersigned acknowledges receipt of addendum(s): \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_.

CONTACT:

FOR CLARIFICATION OF THIS PROPOSAL:

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
CITY, STATE AND ZIP CODE

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
PRINT NAME / TITLE

\_\_\_\_\_  
DATE

## **AFFIDAVIT OF COMPLIANCE**

APPLICANT: \_\_\_\_\_  
Name

\_\_\_\_\_  
Address

Federal Tax I.D. # \_\_\_\_\_

As a condition of entering into a contract with the City of Naperville, and under oath and penalty of perjury and possible termination of contract rights and debarment, the undersigned,

(Please Print or Type)

\_\_\_\_\_ being first duly sworn on oath,  
deposes and states that he/she is \_\_\_\_\_

(the sole owner, a partner, a joint venturer, the President, the Secretary, etc.) of

\_\_\_\_\_(Name of Company), the  
party making the foregoing bid, and that he/she has the authority to make any disclosures  
or certifications required by this Affidavit on behalf of the bidder and that all the information  
contained in this Affidavit is true and correct in both substance and fact.

## **DISCLOSURE OF BENEFICIARIES**

**Section 1.** Ordinance 85-193, an ordinance amending Title 1 (Administrative) of the Naperville Municipal Code, as amended, by adding Chapter 12 thereto requires disclosure of certain interests by persons applying for permits, licenses, approvals or benefits from the City of Naperville.

A. Nature of Benefit sought by the undersigned (state Bid or RFP No.). \_\_\_\_\_

B. Nature of Applicant: (Please check one)

1. Natural person

☐

4. Trust/Trustee

☐

2. Corporation

☐

5. Partnership

☐

3. Land Trust/Trustee

☐

6. Joint Venture

☐

- C. If applicant is an entity other than described in Section B, briefly state the nature and characteristics of the applicant below.

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- D. If in your answer to subsection B you have checked box 1, 2, 3, 4, 5, or 6 identify by name and address each person or entity who is a 5% shareholder in the case of a corporation, a beneficiary in the case of a trust or land trust, a joint venturer in the case of a joint venture, or who otherwise has a propriety interest, interest in profits and losses or right to control such entity:

NAME	ADDRESS	PERCENT OF INTEREST
1.		
2.		
3.		
4.		

IMPORTANT NOTE: In the event your answer to Section 1 identified entities other than a natural person, additional disclosures are required for each such entity.

### **BID RIGGING AND BID ROTATING**

**Section 2:** That in connection with this procurement,

- A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price or that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract;
- C. The bid is genuine and not collusive or sham;



- D. The prices or breakdowns thereof and any and all contents which had been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
- E. All statements contained in such bid are true;
- F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
- G. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

**Section 3.** The undersigned further states that: (check A or B)

- ☐ A. He/she is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he/she has not participated, and will not participate, in any action contrary to paragraphs A through G above; or
- ☐ B. He/she is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he/she has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs A through G above and as their agent does hereby so certify; and
- C. That he/she has not participated, and will not participate, in any action contrary to paragraphs A through G above.

**Section 4.** The undersigned certifies that the bidder has never been convicted for a violation of State laws prohibiting bid rigging or bid rotating.

**THE REQUIREMENTS OF THE ILLINOIS DRUG FREE WORKPLACE ACT**

**Section 5.** The undersigned will publish a statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the aforementioned company's workplace;

- B. Specifying the actions that will be taken against employees for violations of this prohibition;
- C. Notifying the employees that, as a condition of their employment to do work under the contract with the City of Naperville, the employees will:
  - 1. Abide by the terms of the statement; and
  - 2. Notify the aforementioned company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such a conviction.
- D. Establishing a drug free awareness program to inform the aforementioned company's employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The aforementioned company's policy of maintaining a drug free workplace;
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - 4. The penalties that may be imposed upon employees for drug violations.
- E. Making it a requirement to give a copy of the statement required by Section 5. to each employee engaged in the performance of the contract with the City of Naperville and to post the statement in a prominent place in the workplace;
- F. Notifying the City of Naperville within ten (10) days after receiving notice under Section 5.C.2. from an employee or otherwise receiving actual notice of such a conviction;
- G. Imposing a sanction on, or requiring the satisfactory participation in drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6., below;
- H. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that an effectively trained counseling and referral team is in place;

- I. Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.

**Section 6.** The undersigned further affirms that within thirty (30) days after receiving notice from an employee of a conviction of a violation of the criminal drug statute occurring in the aforementioned company's workplace he/she shall:

- A. Take appropriate personnel action against such employee up to and including termination; or
- B. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

### **TAX COMPLIANCE**

**Section 7.** The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the City of Naperville because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

**Section 8.** The undersigned or the entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

### **EQUAL EMPLOYMENT OPPORTUNITY**

**Section 9.** This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

**Section 10.** In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the contractor may be declared non-responsible and therefore 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 canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, citizenship status, national origin, veteran status, marital status, sexual orientation, gender identity or any other characteristic that is protected by law. Further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, 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 Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- F. That it 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 Illinois Human

Rights Act and the Department's Rules and Regulations for Public Contracts.

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

**Section 11.** For the purposes of subsection G of Section 10, "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under which any portion of the public contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.

**Section 12.** It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

**Section 13.** Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

### **THE AMERICANS WITH DISABILITIES ACT**

**Section 14.** The Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130) (ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the ADA.

## **ILLINOIS PREVAILING WAGE**

**Section 15.** The undersigned shall comply with the applicable requirements of the *Illinois Prevailing Wage Act, 820 ILCS sec. 130/0.01 et seq.* as amended for public works projects.

## **EMPLOYEE SAFETY AND HEALTH**

**Section 16.** The undersigned shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the City.

- A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work; all work, materials and equipment to be incorporated therein, whether in storage on or off site; and other property at the site or adjacent thereto in the course of construction.

Signed by: \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_



## City of Naperville NO RESPONSE Survey Form

Please note: This form is only required if you are not responding.

**Procurement Number/Name:** \_\_\_\_\_

**Reason for not responding:**

- |  |  |
|--|--|
| <input type="checkbox"/> Not enough time to respond                          | <input type="checkbox"/> Could not compete   |
| <input type="checkbox"/> Not our business                                    | <input type="checkbox"/> Too busy right now  |
| <input type="checkbox"/> Could not get required insurance                    | <input type="checkbox"/> Do not provide this |
| commodity/service <input type="checkbox"/> Could not get required bonds      | <input type="checkbox"/> Could not           |
| meet specs/requirements <input type="checkbox"/> Other (please detail below) |  |

**Suggestions:**

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Person Submitting Form:**

**Phone Number:**

**Email:**

**Date:**

**Please keep us on the bidders list:** ☐ Yes ☐ No