

Chicago Smart Lighting Project Request For Qualifications & Proposals (RFQ/P)



In coordination with the **City of Chicago** and the **Chicago Park District**



Issued by:

The Chicago Infrastructure Trust

Issued on:

Monday, April 18, 2016

PART I RFQ Statement of Qualifications Responses Due:

No Later Than 2:00 p.m. CST on Friday, May 20, 2016

ONE (1) BOUND ORIGINAL, ONE (1) UNBOUND PAPER COPY, AND TEN (10) DIGITAL VERSIONS, ON USB MEMORY STICKS, TO BE SUBMITTED

All responses must be addressed and submitted to:

Chicago Infrastructure Trust

35 E. Wacker Drive, Suite 1450

Chicago, Illinois 60601

Pre-submission Conference and Networking Session will be held on:

Tuesday May 3, 2016, 10:00 a.m. CDT

Malcolm X College, Conference Center, 1900 W. Jackson Blvd., Chicago, Illinois 60612

Rahm Emanuel

Mayor
City of Chicago

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Board Chairman
Chicago Infrastructure Trust

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Executive Director
Chicago Infrastructure Trust

Chicago Smart Lighting Project

Request for Qualifications and Proposals (RFQ/P)

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1 Introduction to the Chicago Smart Lighting Project

Certain capitalized terms used herein shall have the meanings set forth in Section 6 – Definitions.

1.1 Chicago Infrastructure Trust Background Information

The Chicago Infrastructure Trust, hereinafter referred to as the “CIT”, is a registered non-profit corporation organized and existing under the laws of the state of Illinois. CIT is authorized, and governed pursuant to the provisions of Ordinance No. 02012-1366, adopted by the City Council of the City of Chicago, Illinois on April 24, 2012. The CIT’s mission is to assist the City of Chicago, its sister agencies, and private industry in expanding their collective capacity to deliver transformative public infrastructure projects.

1.2 Overview of the Opportunity

On behalf of the City of Chicago (“City”) and the Chicago Park District (“Parks”), the CIT is pleased to present this Request for Qualifications and Proposals (“RFQ/P”), a procurement solicitation to prospective entities or groups (“Respondents”) interested in participating in a Chicago lighting modernization initiative called the Chicago Smart Lighting Project (“Project”). Part I of this RFQ/P process is a Request for Qualifications (“RFQ”), whose intent is to invite knowledgeable, experienced, interested parties to submit Statements of Qualifications (“SOQs”) to identify a pool of highly qualified Respondents to help craft and ultimately respond to Part II of this procurement, one or more Request for Proposal(s) (“RFP”).

The Project is intended to improve the quality and reliability of Chicago’s outdoor lighting and thereby enhance public safety and quality of life for Chicago’s residents and visitors.

The Project is designed to be a modernization of Chicago’s City outdoor lighting system, made possible by leveraging future cost savings resulting from a large scale conversion of the City’s existing lighting system to LED technology. In addition to the installation of LED lights, the Project includes targeted lighting infrastructure stabilization repairs and the installation of a networked lighting management system.

This project also presents an opportunity for Chicago to leverage the light grid as a platform for connected technologies —helping realize the vision set forth in the City’s Technology Plan—a city where technology fuels, opportunity, inclusion, engagement, and innovation for all. New technologies are intended to spur economic development and improve safety, service delivery, communications, and responsiveness.

The Project funding/financing is intended to be a combination of leveraged energy savings combined with funding from other sources. The Project financing will be procured separately and is not part of this RFQ/P.

The Project is not intended to lead to the privatization of the City's or Parks' operation and/or maintenance of Chicago's outdoor lighting systems.

1.3 Project Overview, Goals, and Objectives

The CIT, City, and Parks recognize that advances in lighting, communication, sensor, and other technologies have created fiscally prudent opportunities for local governments to improve public services, reduce long-term utility obligations, and advance sustainability goals through street lighting modernization projects. The primary CIT goal is to leverage the City's and Parks' existing resources in combination with highly qualified and experienced private sector expertise and innovation to design and deliver a project that efficiently and cost effectively achieves the following objectives. As currently envisioned, the base Project would consist of three main components:

1. Large-Scale LED Conversion

Replacement of existing light fixtures with LED equivalents throughout Chicago's arterial roadways, neighborhood streets, alleys, viaducts, underpasses and park pathways. A conversion to LED technology will not only improve public safety and enhance the quality of life through higher lighting quality (e.g., better visibility, control of light, color rendering, etc.), but also advance Chicago's sustainability goals by reducing energy consumption and greenhouse gas emissions. The Project will impact approximately 85% of Chicago's outdoor light fixtures and generate the largest energy savings with the shortest payback. Conversion of the remaining ~15% of light fixtures would involve more costly fixture types, such as certain ornamental fixtures, and might be deferred depending on funding availability. Additional details about City and Parks' existing lighting inventory is provided below in Attachment 3.

2. Targeted Infrastructure Stabilization Repairs

(i.e. pole and wiring replacement / repairs as needed)

The goal of this effort is to increase the reliability of the existing lighting infrastructure and extend its useful life to at least as long as the new LED fixtures. The scope of the repairs will be budget driven. The CIT, City, and Parks recognize they may not have the funding to do all needed repairs so a process will be created that prioritizes the repairs that most cost effectively, (i) improve safety by increasing light pole structural stability and, (ii) increase reliability by focusing on repairs that will have the greatest impact toward reducing failure rates, and (iii) extend the useful life of existing lighting infrastructure. The repair prioritization will focus on work that can be performed above ground (e.g. work that will make

temporary aerial wiring more permanent rather than replace with new underground conduit and wiring).

3. **Targeted City-Wide Lighting Management System**

In coordination with the City's ongoing technology initiatives, the Project will seek to procure the design, installation, start-up, commissioning, operation, and maintenance of a networked lighting management system that enables, at a minimum, remote monitoring and control of outdoor lighting. The system is intended to facilitate asset management and work order initiation, as well as the use of "real-time" data to improve customer service by reducing outage response times. The CIT will consider all technical solutions and encourages Respondents to consider a variety of means to achieve Project goals. The solution must provide a high availability network and support very frequent data transmission. The network must scale to allow additional devices (e.g., utility meters or sensors) to transmit data via the lighting network. Data must be encrypted while traversing the network in order to ensure security and privacy, as well as at rest in any software system.

Additional Project Objectives

In addition, the CIT desires to maximize the potential for the lighting network to serve as a platform for "Smart City" technology deployments. The CIT is particularly interested in strategies that:

- Improve public safety.
- Improve the delivery of public goods and services such as:
 - utility meter reading and billing
 - automated communication with residents and visitors about street closures and other local activities, (e.g., street sweeping, recycling, snow plowing, etc.)
 - parking management, and
 - wayfinding.
- Improve Chicago's communications technology infrastructure by:
 - increasing access to affordable broadband services, especially in underserved communities, and
 - accelerating the deployment of small cells to improve cellular coverage.
- Promote Chicago economic development either by:
 - creating local jobs; or
 - increasing Chicago's competitive advantage in attracting businesses or highly talented residents.
- Speed the deployment of the Array of Things sensor nodes, which will provide environmental and other publically available data to enable researchers to develop solutions to urban problems.
- Generate additional City revenue that may be leveraged to operate

the network and support City services.

All proposed additional strategies must be revenue-generating or revenue neutral as there will be no additional City funding available to procure or implement additional technology or additional strategies.

Note: digital banners on light poles will not be included in the Smart Lighting procurement.

2 Chicago Outdoor Lighting Context

2.1 Chicago Lighting Infrastructure Background Information

In the 1950s, the City installed new lighting infrastructure citywide; utilizing mercury vapor lamps. In the 1970s, the City performed a system-wide lighting upgrade; replacing the mercury vapor fixtures with high-pressure sodium fixtures. This project was only a lamp head upgrade; the City retained the 1950s era electrical poles, wiring, and infrastructure. Over the years, as underground wiring has failed, City crews have often replaced underground wiring with aerial wiring. In 2009, using available federal funding, the City replaced a limited number of high-pressure sodium streetlight fixtures with more energy efficient ceramic metal halide fixtures. That fixture replacement undertaking also did not include upgrading the electrical infrastructure.

As part of various street-scape renovation projects, the City does perform continuous lighting infrastructure upgrades to arterial and residential streets. All recent streetlight infrastructure replacement projects have included LED lamps. These efforts have impacted limited portions of the overall system; the majority of the City's streetlight system retains its 1950s vintage infrastructure. Because the majority of this streetlight infrastructure is in its seventh decade of service, the City's streetlight infrastructure continues to require increasing levels of maintenance. Much of the Legacy Inventory's electrical wiring is known to be brittle and delicate. Damaged underground cables are often replaced with temporary aerial wiring in lieu of fixing buried cables.

The City also currently has about 450 miles of fiber optic cable strategically placed throughout sections of the city that support a variety of technological and communications systems integral to the City's functioning. The City currently does not own or operate any wireless mesh data networks.

The City owns the majority of their streetlights, poles, and bases. The exception is the City's alley fixtures which are affixed to poles owned and maintained by the utility company Commonwealth Edison (ComEd). By ordinance the City allows wireless carriers to mount equipment on certain City-owned streetlight poles in exchange for a fee. The Office of Emergency Management and Communications has added approximately 3,000 cameras to both City and Parks' streetlight poles throughout the city.

Chicago Outdoor Lighting Inventory

The City maintains an extensive outdoor lighting system of approximately 218,800 streetlight fixtures, 72,400 alley light fixtures, and 26,700 viaduct fixtures. With a combined inventory of over 317,900 lighting fixtures, the City provides lighting as a core city service to residents, visitors, and businesses. The City's light fixture count is accurate as of December 2013, when the Chicago Department of Transportation (CDOT) and ComEd completed a full inventory of all City streetlights. Traffic signal lights are not included in this Project. An estimated summary of the City's outdoor lighting inventory is attached herein as Attachment 3.1.

The City's lighting assets can be grouped into two general categories: the Modern Inventory (replaced within the last 15 years) and the remaining Legacy Inventory. The Modern Inventory includes all alley fixtures and totals approximately 122,500 light fixtures on newer infrastructure. The Legacy Inventory consists of approximately 195,400 fixtures that are located on older infrastructure.

2.2 Chicago Park District Outdoor Lighting Inventory

Parks is a corporate entity separate from the City. Parks owns and maintains lighting for pathways, the lakefront, and parking lots. Athletic field lighting is excluded from this Project's scope; although new remote monitoring and control capabilities for lights serving recreational and outdoor program spaces could potentially be included. The total Parks' lighting inventory that might be included in this Project totals approximately 18,577 fixtures. The majority of Parks' lighting are either Metal Halide (56%) or High Pressure Sodium (38%). There are a variety of fixture head types; the majority of fixtures are either Flood lights or Cobra-head lights. Parks' current lighting inventory is attached herein as Attachment 3.2. All of Parks' lighting infrastructure is being categorized as Modern.

3 Procurement Process

3.1 Procurement Structure

On September 16, 2015, in coordination with the City and Parks, the CIT released a Chicago Smart Lighting Project Request for Information ("RFI") to better understand opportunities for local governments to improve public services, reduce long-term utility obligations, and advance sustainability goals through street lighting modernization projects. The RFI process provided the CIT valuable industry feedback that shaped its ongoing analysis of the Smart Lighting Project. The submission of a response to CIT's earlier RFI process is not a prerequisite for submission of a response to this procurement.

The CIT intends to use a two part procurement process for the Smart Lighting Project. This RFQ represents Part I of the process. Part II will likely be comprised of several RFPs. Part I RFQ submission requirements, evaluation, and selection processes are defined below.

The CIT intends, but is not bound, to short-list a select number of RFQ Respondents (each, a “Short-listed Respondent”) for each of two types of services:

- Type I –City Lighting services - providing and installing compliant LED luminaire(s), repair and/or replacement certain existing lighting infrastructure;
- Type II – the provision of technology;

Respondents to the Part I RFQ are invited to submit qualifications for either Type I or Type II services, or both Types. While the CIT retains full discretion to determine the number of Short-listed Respondents, the CIT has an objective of having not more than five Short-listed Respondents for each of Type I and Type II qualifications.

Following the naming of the Short-listed Respondents, the CIT intends to release Part II - Request for Proposals (“RFP”) documents to the Short-listed Respondents, inviting them to participate. The CIT may schedule confidential one-on-one meetings and/or group meetings with all of the Short-listed Respondents to solicit their suggestions on how best to define, phase, and deliver the various scopes of work, and to discuss their draft RFP questions and issues. Following this iterative process, Short-listed Respondents will be invited to submit proposals (“Proposals”) in response to the resulting final RFP(s). Only Short-listed Respondents will be eligible to submit Proposal(s).

The CIT intends to select one or more of the submitted Proposals in accordance with the criteria and procedures to be set forth in the final Part II RFPs.

The anticipated schedule for the entire procurement is set forth in Section 3.9.

3.2 Part I – Request for Qualifications (RFQ)

As summarized above, the Part I RFQ process invites interested parties who have demonstrated technical and managerial capabilities suitable to deliver all or part of the envisioned Project scope of work, as described above in Section 1.3, to submit SOQ responses that provide sufficient information to reasonably demonstrate the Respondent can meet the Project responsibilities and obligations and achieve the Project goals and objectives. In preparing its SOQ submissions, the Respondent is strongly encouraged to cite past project experience of a similar nature, including how it and its Team Members were successful in terms of:

- Managing a large scale project covering a large geographic area;
- Resolving issues associated with varying and unforeseen conditions;
- Developing and maintaining budgets and schedules; and
- Applying lessons learned on previous projects to subsequent projects.

The CIT will oversee and coordinate the solicitation and evaluation of the SOQ submissions with the goal of selecting a pool of highly qualified Short-Listed Respondents to help craft and ultimately respond to Part II – Request for Proposals.

Each Respondent's Part I SOQ submission will be assessed by one or more evaluation committees ("EC") comprised of City, Park, and CIT personnel. The SOQ evaluations will be based on the evaluation criteria and submission requirements described below. Only the Short-listed Respondents identified and notified in writing by the CIT will be invited to participate in Part II (RFP). Respondents are invited to submit their SOQ submission in accordance with the following Sections 3.3 – 3.5.

3.3 Part I RFQ - Pre-Submission Instructions

- All prospective Respondents are strongly encouraged to register the Respondent's company as an RFQ/P document holder by contacting the CIT by email at:

<http://goo.gl/forms/oESJChLJSr>

- Registration will entitle Respondent to receive email notifications of any future Part I RFQ clarifications and/or addendum posted on the CIT website.
- A Chicago Smart Lighting Pre-submission Conference and networking opportunity will be held on:

May 3, 2016 at 10:00 a.m. CDT at
Malcom X College Conference Center
1900 W. Jackson Blvd.,
Chicago, Illinois.

The CIT invites all interested parties to attend. The purpose of the conference is to answer questions, clarify procurement provisions, and provide a forum for various firms of different sizes and specialties to meet and network.

- It is recommended that an individual from each potential respondent's firm attend and RSVP at:

<http://goo.gl/forms/oESJChLJSr>

You can RSVP at the same time you register as a document holder; please RSVP by: April 25, 2016.

- Respondents that download a proposal from the CIT website, www.chicagoinfrastructure.org, and who do not register are responsible for checking the CIT's website for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the CIT's website will not relieve the Respondent from being bound by any additional terms and/or conditions in the clarification and/or addenda. The CIT, City, and /or Parks will not be responsible for a Respondent's failure to consider additional information contained therein in preparing the RFQ response. Any harm to the Respondent resulting from such failure to obtain all necessary documents will not be valid grounds for a protest against award(s) made under this procurement.

- This Project procurement will follow all applicable City and Park procurement rules, will be fair, open, and transparent, and attract competition among highly-qualified firms.

3.4 Part I RFQ - SOQ Submission Instructions

Chicago Smart Lighting Project Part I RFQ Statement of Qualifications (SOQ) responses must be received by no later than 2:00 p.m. CDT, on May 20, 2016. The SOQ Submittal must be delivered to the following address:

The Chicago Infrastructure Trust
35 E. Wacker Drive, Suite 1450
Chicago, Illinois 60601

Respondents must submit one (1) original SOQ submittal, (in the format described below in Section 3.5.2), along with one (1) unbound printed copy and ten (10) electronic copies on separate USB memory sticks. The original SOQ Submission must be clearly marked as “ORIGINAL”, and on all documents requiring a signature, must bear the original signature of an authorized Respondent. Respondents must enclose all documents in sealed envelopes or packages, the outside of each must be labeled as follows:

Statement of Qualifications Submittal Enclosed
(Clearly specify Type I and/or Type II)
Chicago Smart Lighting RFQ/P; Part I Request for Qualifications
Due 2:00 p.m. CDT, May 20, 2016
Submitted by: _____
(Name of Respondent)
Package _____ of _____

The CIT’s opening of Respondent’s sealed envelope(s) or package(s) containing a Part I SOQ response shall neither be deemed nor constitute acceptance by the CIT of Respondent’s Part I SOQ response. The CIT reserves the right to open and inspect all such sealed envelope(s) or package(s), regardless if the same were submitted by the due date and time specified herein, for any purpose, including without limitation, determining whether the response is for Type I or Type II work or both, determining if a Part I SOQ response was submitted by the date and time specified in this RFQ, and in order to determine a Respondent’s return address.

3.5 Part I RFQ Response – SOQ Submission Requirements

Each SOQ response must contain all of the following documents and conform to the following requirements to be considered a compliant submission:

3.5.1 General SOQ Submission Requirements

3.5.1.1 SOQ submissions must follow the outline described below.

Respondents shall provide brief, concise information that addresses the Project RFQ/P requirements and is consistent with the SOQ evaluation criteria described below.

- 3.5.1.2 Submit only one SOQ submission describing the qualifications for a given team regardless of the number of entities on the team and regardless of whether you are submitting credentials for Type I work or Type II work or both. Do not submit additional SOQ submissions for each team member or for each of Type.
- 3.5.1.3 Failure to comply with the instructions, including but not limited to the page limitations set forth below, may be cause for rejection of the SOQ submission. Submission of a SOQ constitutes the Respondent's acceptance of all requirements outlined in this RFQ/P.
- 3.5.1.4 SOQ submissions shall contain concise written material, submitted in English, enabling a clear understanding and evaluation of the Respondent's capabilities and the characteristics and benefits of their SOQ submission. Legibility, clarity, and completeness of each portion of the SOQ submission are essential. Videos and any other non-printable information will not be considered.
- 3.5.1.5 SOQ submissions should be prepared using a font no smaller than 10 point, on 8 ½" X 11" letter size paper, printed double-sided, and bound on the long side. The CIT encourages using reusable, recycled, recyclable and chlorine-free printed materials for SOQ submissions, reports, and all other documents prepared in connection with this RFQ. Expensive papers and bindings are discouraged as materials will not be returned.
- 3.5.1.6 The Respondent is to limit each component of the SOQ submission to the maximum number of double sided pages indicated below in Section 3.5.2. Blank pages for spacers or separators, provided they are marked "this page intentionally blank" will not count as to the page limit.
- 3.5.1.7 The printed versions of each SOQ submission should include a table of contents for each Volume that includes page numbers, forms, attachments, and appendices.
- 3.5.1.8 The electronic copies of the SOQ submissions should be provided on clearly marked USB format memory sticks. The Project name, and the Respondent name, and memory stick numbering should appear on each USB format memory stick. The Electronic copies should be provided in a searchable, accessible PDF format and created from software. Scanned images are not acceptable. In the event of any conflict or inconsistency between the printed copy and the electronic copy, the SOQ printed copy shall take precedence.

3.5.2 SOQ Submission Format

- 3.5.2.1 SOQ submissions must be submitted in two separately-bound volumes. The first volume must contain the Respondent's Statement of Qualifications and must be labeled "Volume I,

Statement of Qualifications”. The second volume must contain representations and certifications as described herein and must be labeled “Volume II, Representations and Certifications.”

- 3.5.2.2 Respondents should be aware that a total page count limit of fifty (50) pages, less dividers and tabs, and the appendix for resumes, will apply for Volume I of the SOQ submission. For further clarity, and in addition to the 50 page limit noted above, the resumes noted in 3.5.3.6 (Key Individuals) below, are to be placed in an appendix to the Volume I SOQ Submission and will not count against the 50-page limit.
- 3.5.2.3 Each separate volume and individual sections should be clearly identified and/or separated by labeled tabs and organized in accordance with subject matter outline set forth below. Each SOQ submission must include the following information:

3.5.3 SOQ Volume I – Required Content

3.5.3.1 SOQ Submission Check List and Cover Letter – limit of two (2) pages

To facilitate the review and evaluation of SOQ submissions, the Respondent must include, along with the information required by the submission requirements, the SOQ Submittal Checklist from Attachment 1 of this RFQ/P.

In addition please provide a cover letter stating the business name, address, business type (e.g., corporation, partnership or joint venture) and roles of the Respondent Team and each known Member. Identify one contact person and his or her address, telephone, and e-mail address. This person shall be the single point of contact on behalf of the Respondent Team’s organization, responsible for correspondence to and from the organization and the CIT. The CIT will send all Project-related communications to this contact person. The cover letter must certify the truth and correctness of the contents of the SOQ submission and be signed by an authorized representative(s) of the Respondent Team.

The information provided pursuant to this Section 3.5.3.1 will be used to identify the Respondent Team and its designated contact, and will be reviewed for completeness. It will not be scored as part of the SOQ qualitative assessment.

3.5.3.2 Executive Summary – limit of five (5) pages

Respondent must provide an executive summary, which addresses the following information:

- a. A brief statement of interest for the Project that identifies the Respondent’s Prime Team Members and other Team Members. Indicate how long team members have been with the organization and whether they work directly for the

- organization or are participating as a consultant. Clarify whether your SOQ is for Type I or Type II services or both;
- b. Outline the number of years Respondent has been in business and identify Respondent's legal name, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, partnership), the names of its principals or partners, and whether Respondent is authorized to do business in the state of Illinois. If Respondent is a business entity comprised of more than one (1) legal entity, Respondent must identify all legal entities so comprising Respondent; it must identify each entity's respective ownership percentage of Respondent; and Respondent must summarize the role, degree of involvement and experience of each such separate entity; if the Respondent is a new team being assembled for the purpose of responding to this RFQ, describe how the various members of the team will coordinate to achieve the Project goals;
 - c. A brief statement that demonstrates the Respondent's understanding of the Smart Lighting Project's intent and objectives, the Project's major components, and the Respondent's approach to achieving those objectives. Clearly identify whether your approach includes additional project objectives described above in Section 1.3;
 - d. Provide a brief summary of the qualifications, experience and background of the team and its committed Key Personnel (as herein defined); and
 - e. Summarize Respondent's commitment to comply with or exceed the MBE/WBE requirements as stated in Section 3.5.3.12.

3.5.3.3 Team Organization – limit of one (1) page (plus any attachments required by the provisions below)

Respondents must provide a narrative detailing the Respondent's Prime Team Members and all other Team Members that form the proposed Respondent Team for this Project. Briefly describe their legal structure and the way in which their business is organized.

Although not required as part of the SOQ submission, all Respondents are advised that if they are Short-listed, the RFP process will require the following:

1. If Respondent Team is a joint venture, a copy of the joint venture agreement, signed by an authorized officer of each member. In addition, each joint venture will need to execute:
 - a. A MBE/WBE Affidavit of Joint Venture as shown in Attachment 2, if Respondent's joint venture team includes a City-certified

- MBE/WBE firm(s), as applicable; and
- b. Separate Economic Disclosure Statement and Affidavits (“EDS”) for each joint venture partner, a copy of which is attached hereto as in Attachment 2.
2. If Respondent is a limited liability company, a copy of the operating agreement signed by an authorized member or manager of the limited liability company will be required. Each member of the limited liability company will need to execute a separate EDS as shown in Attachment 2.

3.5.3.4 **Project Understanding and Approach – limit of ten (10) pages plus a team organizational chart**

Respondent must describe its interest, understanding and approach to providing anticipated Project services. Clearly delineate whether and how additional project objectives described in Section 1.3 are included and how the additional efforts would be either revenue-generating or self-funding.

Respondent must include an explanation of its approaches to the development of a Project implementation plan and project management. Also include an organizational chart showing the relationship between all team-member firms; the roles and responsibilities of team-member firms; strategies, tools and safeguards for ensuring timely, quality performance.

Any consultant and/or subcontractors who are anticipated to be performing Project services, including their designation as MBE/WBE, should be listed along with discussion of their roles and responsibilities.

3.5.3.5 **Unique Qualifications and Specialized Experience – limit of two (2) pages per each Type of Services plus ten (10) pages for Project Reference Forms for each service Type**

Respondents must describe their qualifications and specialized experience necessary to provide the anticipated Project services. For Type I SOQ submissions, this description should include similar experience with large-scale LED conversions and lighting infrastructure repairs or installations. For Type II SOQ submissions, this description should include experience in the implementation, maintenance, and support of secure lighting management devices, and software, communication networks, and/or combinations thereof. Regardless of Type, Respondent should describe their previous specialized experience on recent projects of similar type, scope, and magnitude as the Project described in this RFQ/P.

Respondent must also provide comprehensive past project descriptions using the format defined in the Project Reference Form included in Attachment 2 of this RFQ/P. There is no page limit for individual projects; however, the maximum total for all projects is ten (10) pages per each Type of services; (i.e., ten (10) pages for Type I; ten (10) pages for Type II; or 20 total pages if past projects demonstrate experience in both Types of services). One (1) Project Reference Form is required for each referenced project. The Project Reference Form may be modified for presentation purposes, but must include all of the following information at a minimum:

1. Brief description of the project, including specifications and features of products, equipment, hardware, and software proposed;
2. Dates on which the project was performed and completed (or percentage complete if still in progress);
3. Location of the project;
4. Scale of the project;
5. Nature and extent of the Respondent's involvement;
6. List of key personnel involved in the project;
7. Key issues faced and innovative solutions used;
8. Project outcomes; and
9. Client reference information, including name, title, address, and telephone number for client's personnel directly responsible for the project.

Regarding prior similar experiences, please also highlight key issues faced and innovative solutions used and include what you believe to be your unique operational skills and experiences that differentiate your team from your competitors.

3.5.3.6 **Key Individuals Professional Qualifications, Specialized Experience and Local Availability - limit of three (3) pages, plus a Staff Organization Chart, and Resumes**

In three (3) pages or less, Respondent must describe the professional qualifications and experience of the individuals who will be dedicated to providing Project services. Indicate each proposed person's areas of expertise, and which person will have prime responsibility for various tasks or aspects of the Project. All Key Individuals must have significant and relevant experience in the area for which they are proposed to provide services.

Respondent must provide an organization chart identifying, at a minimum, the "Key Individuals" who will participate in the following major components of the Project:

- Project Development
- Project Management – both technical and logistical project management
- Administrative Management - invoicing and updating existing City and Parks databases
- Technology Deployment – installation, start-up, commissioning, maintenance and operation.

For each person identified in this chart, please also submit the following information:

- Name and Title
- Proposed role and areas of expertise, and which person will have prime responsibility for various tasks or aspects of the Project.
- Base location
- Time allocated to the project
- Resumes or corporate personnel profiles (maximum two (2) pages per individual), which describe their overall experience, expertise, and certification training on products and systems proposed in the project

Provide a statement on the availability and commitment of the Respondent’s Prime Team Members to undertake the Project.

3.5.3.7 **Wherewithal to Provide Project Services – limit of one (1) page**

Provide the following information for each Respondent’s Prime Firms on the Respondent Team for the past five (5) fiscal years:

- Annual number and value of contracts in Chicagoland area per year.
- Annual number and value of contracts nationally per year.
- Annual revenue totals and percent change per year.
- Current total available bonding capacity.

3.5.3.8 **Technology Services– limit of one (1) page for Type I and four (4) pages for Type II**

Type I and Type II Respondents are requested to provide the following:

- Description of any experience integrating with third party systems including large scale geographic information systems, work order systems, and/or 311 or CRM systems.

Type II Respondents are requested to provide the following:

- Description of how upgrades to proposed lighting control system –hardware, software, or firmware – would be handled. If applicable, please also describe how the network would support the addition of other devices (e.g., smart meters, sensors).

- Description of how third-party systems would be able to read or write access to the proposed lighting management system (e.g., via web services or application programming interface).
- Overview of the Respondent’s approach to security. The Respondent should identify any certifications maintained or standards met by their solution.
- Description of any past experience integrating with existing meter reading systems
- Overview of proposed service levels and performance goals. In addition to system uptime, network availability, and successful data delivery, the methods by which the customer would engage with the respondent to handle trouble or repair calls, and its fault remedy process from the opening of a trouble ticket through its closure.

3.5.3.9 Ability to Manage Construction Safety Risks – limit of one (1) page

Type I Respondents are requested to provide the following:

- Experience Modification Rate (EMR) for the three (3) most recent annual insurance-year rating.
- OSHA Recordable Incident Rates (RIR).
- Identify the firm’s annual OSHA RIR for all work performed during the past three (3) calendar years.
- Identify the firm’s annual OSHA Lost Workday Case Incident Rates (LWCIR) for all work performed during the past three (3) calendar years.

3.5.3.10 Ability to Establish Budgets and Control Costs on Past Projects – limit of two (2) pages

Type I and Type II Respondents are requested to provide the following:

- Description of the types of records, reports, monitoring systems, and information management systems, which your firm used in the management of past projects
- Description of how these systems were used for any combination of three (3) projects listed in response to Section 3.5.3.5.

3.5.3.11 Ability to Meet Schedules on Past Projects – limit of one (1) page

Type I and Type II Respondents are requested to provide the following:

- Description of the approach the Respondent will use to develop, maintain, and update the Project schedule during Project design and implementation phases.
- Examples of how these techniques were used for any combination of three (3) projects listed in response to Section 3.5.3.5.

3.5.3.12 **Ability to Meet MBE/WBE Participation Plans – limit of two (2) pages**

Respondent must generally describe its plan for MBE/WBE participation and commitment to achieving or exceeding meaningful technical and financial goals. The current MBE participation goal is 26% of the total contract value, and the current WBE participation goal is 6% of the total contract value. Consistent with the CIT's, City's and Parks' practice of encouraging and facilitating the participation of MBEs and WBEs in prime contractor roles on projects, the CIT urges Respondents to partner with MBE and/or WBE firms at the prime contractor level. To be eligible for favorable consideration under the Prime Contractor element of the criteria, proposed MBE and/or WBE participation on a Respondent's team must include well-defined management roles and responsibilities for the MBE and/or WBE team members and must allocate to the MBE and/or WBE financial risk commensurate with the financial rewards available to be achieved by a successful Respondent.

3.5.4 SOQ Volume II – Required Content

3.5.4.1 **Conflict of Interests**

Respondent must provide a statement and information regarding conflicts of interest required pursuant to Section 3.7.G.

3.5.4.2 **Respondent's Corporate History**

Respondent must provide a chronological history of all mergers and/or acquisitions (if any) involving the Respondent and each legal entity comprising Respondent, including all present and former subsidiaries or divisions and any material restructuring activities, if applicable. Include any such forthcoming actions, if such disclosure has already been made generally available to the public and is permitted by law.

3.5.4.3 **Legal Actions**

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

- a. a debtor in bankruptcy;
- b. a defendant in a legal action for deficient performance under

- a contract, in violation of a statute or related to service reliability;
- c. a respondent in an administrative action for deficient performance on a project, in violation of a statute or related to service reliability;
- d. a defendant in any criminal action;
- e. a named insured of an insurance policy for which the insurer has paid a claim related to deficient performance under a contract, in violation of a statute or related to service reliability;
- f. a principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract, in violation of a statute or related to service reliability; or
- g. a defendant or respondent in a governmental inquiry or action regarding the accuracy of prepared financial statements or disclosure documents.

3.5.4.4 **Financial Statements**

Respondent, or each separate legal entity comprising Respondent, if applicable, must provide a copy of financial statements for the past three (3) years. Respondents are advised that CIT reserves the right to request audited financial documentation.

3.5.4.5 **Insurance**

Respondents are **NOT** required to submit evidence of insurance with the SOQ submission but must submit evidence of insurability indicating that if selected as a Short-listed Respondent, they will provide evidence of insurance in the amounts specified in Attachment 2. If Short-listed 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.

3.6 **SOQ Evaluation Committee and Short-listing Process**

The CIT anticipates utilizing one or more ECs to review and evaluate the SOQ submissions in accordance with the criteria described below. The EC may include representatives of the CIT, various City departments, Parks, and technical experts. The CIT reserves the right to enlist independent consultants to assist with the evaluation of all or any portion of the SOQ submissions, as it deems necessary. The EC will first assess the Respondent's compliance with and adherence to all Volume I and Volume II submittal requirements. Any submittal which is incomplete and missing key components necessary to fully evaluate the submission may, at the

discretion of the CIT Executive Director, be rejected from further consideration due to "non-responsiveness" and rated Non-Responsive.

The EC will then evaluate the extent to which a Submission meets the Project requirements set forth in the RFQ, including but not limited to a detailed analysis of Volumes I and II of the SOQ submission. The focus of the evaluations will be on the Respondent's understanding and approach, qualifications, experience, and other factors based on the evaluation criteria outlined in this section. The EC may also review any other information that is available to it including but not limited to information gained by checking references and by investigating the Respondent's financial condition.

The CIT reserves the right to seek clarification of any information that is submitted by any Respondent in any portion of its SOQ or to request additional information at any time during the evaluation process. The CIT also reserves the right to meet with any or all Respondents, individually or in groups, in assessing the Respondents' responsiveness to the RFQ and ability to perform the anticipated services. Any material misrepresentation made by a Respondent may void the Submission and eliminate the Respondent from further consideration.

After the EC completes its review of SOQ submissions, it may submit to senior City and Parks officials: (1) a recommended short list of qualified Type I and Type II Respondents; or (2) a recommendation to reject any or all SOQ submissions. If the EC submits a short list of Respondents that are deemed qualified, and if the selection committee concurs with the recommendations, the Short-listed Respondents will be invited to respond to subsequent Project RFP(s).

While the CIT retains full discretion to determine the number of Short-listed Respondents, the CIT has an objective of having not more than five Short-listed Respondents for Type 1 work and not more than three Short-listed Respondents for Type 2 services.

3.7 SOQ Evaluation Criteria

In general the EC will review each SOQ submission using the following criteria:

- A. Quality, comprehensiveness and adequacy of Respondent's overview and proposed implementation plan including its responsiveness and understanding of the proposed scope(s) of work, the needs of the City of Chicago and how the Project objectives may be best achieved;
- B. Technical and professional competence as evidenced by:
 - Professional qualifications and specialized experience of Respondent and Team Members on projects of similar scope and magnitude;
 - Past and current performance of the Respondent (and Team members) on other contracts in terms of quality of services and compliance with budgets and performance schedules;

- Respondent's demonstrated experience; as evidenced by the number, scale, and complexity of previous deployments;
 - Post installation performance of past projects; lighting, network, software, etc.;
 - Proven success in generating additional revenues or achieving other service related objectives (E.g., past projects that improved public safety or reduced service requests);
 - Respondent's professional SOQ submissions, specialized experience and availability of Key Personnel;
 - Respondent's systems, management techniques, expertise, and resources designed to facilitate effective decision-making, stakeholder coordination, and Project external communications;
- C. Extent which SOQ submission meets primary Project goals and offers feasible plans for achieving additional Project objectives;
- D. Completeness and comprehensiveness of Respondent's SOQ submission, compliance with the submittal requirements, and all applicable local, City, State and Federal laws, ordinances and statutes and requirements including required disclosures and certifications;
- E. Legal actions that might affect Respondent's ability to perform as contracted;
- F. Wherewithal to deliver the required Project services, including ability to assign sufficient resources to concurrent projects;
- G. Absence of any relationship that could constitute a conflict-of-interest or otherwise impede the ability of the Respondent to protect the interests of the CIT, City, and Parks;
- H. The level, relevance and quality of the proposed MBE/WBE utilization plan. In cases where multiple Respondents have demonstrated equivalent capabilities, resources and experience to provide the Services, preference may be given to Respondents who have established a joint venture or other team structure that affords MBE and WBE firms an equity position within the prime-contracting entity, and/or incorporates other capacity-building or innovative-utilization initiatives. The CIT will also consider MBE/WBE participation on Respondent's prior contracts with the City or Parks, if applicable. Preference will be given to proposals that include hiring of residents of the city of Chicago.

More specifically, the contents of Type I and Type II SOQ submissions will be evaluated and assessed against the Evaluation Categories summarized in the tables below. The Evaluation Categories correspond to the organization and structure of the submission requirements defined above in Section 3.5.3.

To facilitate the review and evaluation of the SOQ submissions the Respondent must provide the information requested in the SOQ Submission Requirements stated in Section 3.5.3 under the same headings and numbers structure. If information is relevant to more than one heading or numbered section in the SOQ Submission

Requirements, the Respondent should ensure that either the information is duplicated in each relevant section or that appropriate cross references are included to indicate where the information can be found in the SOQ Submission. Otherwise, the Respondent assumes the risk that, in evaluating and scoring a particular Evaluation Category, relevant information found elsewhere in the Proposal may be overlooked by the EC.

SOQ Evaluation Categories
SOQ Submission Checklist and Cover Letter
Executive Summary
Team Organization
Project Understanding and Approach
Unique Qualifications and Specialized Experience
Key Individuals Professional Qualifications, Specialized Experience and Local Availability
Wherewithal to Provide Project Services
Technology Services
Ability to Manage Construction Safety Risks
Ability to Establish Budgets and Control Costs on Past Projects
Ability to Meet Schedules on Past Projects
Ability to Meet MBE/WBE Participation Plans

3.8 Part II – Request for Proposal (RFP)

Upon completion of the Part I process Short-listed Respondents will be notified and formally invited to respond to subsequent Project RFP(s). It is anticipated the written Short-list notification will also include a draft RFP(s) that describes a scope of work, defines the project schedule, clarifies the selection process, and confirms project requirements. Short-listed Respondents will have a limited amount of time to review the draft RFP and generally formulate their plan for providing the requested services.

Upon review of the draft RFP's, Short-listed Respondents may, in the CIT's sole discretion, be invited to participate in confidential one-on-one meetings and/or group meetings with all of the Short-listed Respondents to solicit their suggestions on how best to define, phase, and deliver the various scopes of work, and to discuss draft RFP questions and issues. The intent of this iterative process is to solicit industry input on best practices and efficient and innovative ways to define, procure, and deliver the Project.

Following this iterative process, Short-listed Respondents will be invited to submit proposals ("Proposals") in response to the resulting final RFP(s). The final RFP will include an Agreement template that includes terms and conditions the Short-listed Respondent will need to accept prior to submitting a Proposal. The CIT reserves the right to issue further instructions regarding the form and substance of any oral presentations at a later, appropriate point in the procurement process.

The CIT will require the selected bidder(s) to participate in contract negotiations, including but not limited to negotiations regarding compensation. The CIT's requirement that the selected bidder negotiate is not a commitment by the CIT, City, or Parks to award an Agreement, nor is such requirement an opportunity for Respondent to take exception or objection to any part of the RFQ/P, which it did not take exception or objection to as allowed in this RFQ. If the CIT determines that it is unable to reach an acceptable Agreement with the selected Respondent, including failure to agree on a fair and reasonable compensation for the services or any other terms or conditions, the CIT may terminate negotiations with the selected Respondent, and may commence negotiations with any of the other bidder(s) until such time as the CIT has negotiated an Agreement meeting its needs. The CIT reserves the right to set additional evaluation criteria pertinent to the RFP at the time of issuance of that RFP.

3.8.1 Alternative Concepts

The CIT anticipates that Part II - RFP will permit Short-listed Respondents to propose, for CIT's consideration, additional or alternative concepts or project approaches that may require deviation from RFP requirements. The intent is to allow proposers the opportunity to incorporate innovation and creativity into their proposals and to encourage potential cost-saving measures and revenue generating capabilities. The CIT will provide further detail regarding the process for proposing such alternatives to Short-listed Respondent Teams as part of Part II - RFP. Approval (including conditional approval) or rejection of any additional or alternative concept will be made at the discretion of the CIT.

3.9 General Timelines and Deadlines (procurement & contracting schedule)

The CIT anticipates, but is not bound to, conducting the procurement on the following schedule:

RFP/P Part I Issued	April 18, 2016
Pre-Bid / Networking Conference	May 3, 2016
RFP Part I responses due to CIT	May 20, 2016
Shortlist Selection	June 30, 2016
RFP Part II Draft Issued to Short-listed Teams	July 2016
Final RFP Part II Issuance	August 2016
RFP Part II Final Proposals Due to CIT	October 2016
Selection of Preferred Respondent(s)	November-December 2016

4 Part I RFQ - SOQ Submission Requirements

4.1 Part I RFQ Submission Deadline

- A. Part I SOQ Submissions must be received by the CIT no later than the dates and times set out above in Section 3.4.
- B. Respondents must deliver their Part I SOQ Submissions by hand or courier or U.S. Mail to the address set out in Section 3.4. The CIT will not accept Part I Submissions sent by facsimile, electronic mail, telex or other telegraphic means.
- C. The determination of whether the Part I SOQ Submissions are submitted before the Part I Submission Due Date shall be based on the CIT's official time and date stamp that the Respondent receives from the CIT at the Submission Address, and the Respondent is solely responsible for ensuring it receives this time and date stamp. It is the sole responsibility of each Respondent to make sure that both of its submissions are delivered to the Submission Address no later than the stated due dates and time. All Submissions received after the due date and time will be rejected and returned to the Respondent unopened.
- D. The CIT may, in its sole discretion, extend the Part I Submission Due Date for such period of time as the CIT, in its discretion, deems appropriate.

4.2 Contact Person and Submission Address

The designated Contact Person for Part I of this RFQ/P process is:

George Marquisos
Managing Director
The Chicago Infrastructure Trust
35 East Wacker Drive
Suite 1450
Chicago, Illinois 60601
E-mail: smartlighting@chicagoinfrastructure.org

4.3 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 Part I RFQ Submission, and if invited, Part II RFP Submission(s); and later, if invited, to participate in the 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/P.

4.4 Clarifications of Submissions

During the evaluation of SOQ Submissions, the CIT may request of any Respondent further clarification of any part of its Submission. The evaluation of a SOQ Submission will include any clarifications provided in writing in response to questions posed by the CIT as well as any other investigations made by the CIT. The CIT will have the right to verify any information received, including any references, and, for that purpose, Respondents shall be deemed to consent to and authorize the release of such information to the CIT. If required, it may be necessary for a Respondent to attend one, or more clarification meetings with the CIT.

The CIT is under no obligation to request clarification with respect to, or verify, any information in any Submission, including the clarification or verification of an ambiguity in the Submission. The CIT may, in its discretion, request clarification with respect to, or verify, matters related to none, one or some of the Submissions.

4.5 Interviews with RFQ Respondents

The CIT reserves the right to conduct interviews with RFQ Respondents to further understand the Respondent’s Submission(s) and to meet key members of the Respondent’s team. The CIT may request clarification of a Respondent’s Submission during the Interview and the CIT may treat these clarifications in the same fashion as clarifications provided in writing in accordance with Section 4.6 of this RFQ. The CIT is under no obligation to conduct Interviews with the Respondents. No statement, consent, waiver, acceptance, approval or anything else said or done in any interview by the CIT, the City or Parks, or any of their respective representatives, or employees will have the effect of amending or waiving any provision of the RFQ or be binding on the CIT, nor may any of the foregoing be relied upon by any Respondent, or Team Member, except when and only to the extent expressly confirmed in an Addendum to this RFQ.

4.6 Requests for Clarification (“RFC”)

Any Respondent that has questions as to the meaning of any part of this RFQ or the Project, or who believes that the RFQ contains any error, inconsistency or omission, must submit its concern, in a written Request for Clarification (“RFC”), via email to the Contact Person. The RFC must be received no later than May 6, 2016. RFCs submitted to anyone other than the Contact Person, or by any other means other than an e-mailed RFC will not be answered.

In its discretion, the CIT may provide all submitted questions or RFCs, without expressly identifying the originator, along with the CIT's answers thereto, to all registered Respondents via e-mail as well as posting RFC answers on the CIT website at www.chicagoinfrastructure.org. Some RFCs may be answered by a RFQ Addendum as per Section 4.9.

Responses to RFCs prepared and circulated by the CIT are not part of this RFQ, and will not have the effect of amending this RFQ. If, in the CIT's sole discretion, an RFC requires an amendment to the RFQ, such amendment will be prepared and circulated by Addendum as per Section 4.9. Only a response to an RFC that has been incorporated into or issued as an Addendum will modify or amend this RFQ and, otherwise, RFCs and RFC responses will have no force or effect whatsoever and shall not be relied upon by any Respondent.

Any oral or written response provided by the CIT or its representatives in connection with this RFQ will not be binding on the CIT, nor will it change, modify, amend or waive the requirements of this RFQ in any way. Respondents shall not rely on any response provided other than an Addendum issued in accordance with Section 4.9 of this RFQ.

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

4.7 Amendments to the RFQ

If the CIT, for any reason and in its discretion, determines that it is necessary or desirable to amend this RFQ, any amendment will be communicated in writing via email to all registered Respondents and posted on the CIT website in the form of a written, numbered, Addendum. Each Addendum will be considered to form an integral part of this RFQ. In the event of any conflict in the wording or any issue of interpretation, an Addendum, when issued, will take priority over the original wording in the RFQ and any wording in a prior Addendum.

4.8 Process for Revising a Respondent's Part I SOQ Submission

Each Respondent may only submit one (1) SOQ response, regardless of if the response is for Type I or Type II work or both. Multiple SOQ submissions are not permitted. At any time prior to the Part I Submission Due Date, a Respondent may withdraw and amend its Part I SOQ submission. A Respondent wishing to amend its SOQ shall withdraw its complete initial SOQ submission and replace it with a complete, revised Part I SOQ submission prior to the Part I

Submission Due Date. No revisions to, or the replacement of, SOQ submissions after the Part I Submission Due date will be allowed unless expressly approved by the CIT in writing or requested by the CIT in writing.

5 Additional Terms and Conditions

5.1 Use of Information

This RFQ may not contain all of the information that a Respondent may need in deciding whether to submit a Part I SOQ Submission, or if invited, a Part II RFP Submission.

The CIT and its representatives shall not be liable for any information or advice or any errors or omissions that may be contained in this RFQ or the Addendum, appendices, data, materials or documents (electronic or otherwise) attached or provided to the Respondents pursuant to this RFQ or otherwise with respect to the Project.

The CIT 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 the CIT 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 the CIT or its representatives.

Each Respondent is responsible for obtaining its own architectural, engineering, environmental, other technical, or professional advice with respect to the Project, the RFQ, and any Addenda, appendices, data, materials or documents provided, delivered or made available or required by the CIT.

5.2 Interpretation

- A. 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.
- B. Unless a contrary meaning is specifically noted elsewhere, the words "as required," "as directed," "as permitted" and similar words used in the RFQ/P mean that requirements, directions of and permission of CIT are intended;

similarly, the words “approved,” “acceptable,” “satisfactory” or words of like import mean “approved by,” “acceptable to” or “satisfactory to” CIT. 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 CIT.

- C. Any headings in this RFQ are for convenience of reference only and do not define, limit, control or affect the meaning of the RFQ/P provisions. In this RFQ/P, unless the context otherwise requires, the terms "hereby," "herein," "hereof," "hereto," "hereunder" and any similar terms used in this RFQ/P refer to this RFQ/P. All section references, unless otherwise expressly indicated, are to sections of this RFQ/P. All references to any Attachment 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/P.

5.3 Restriction on Communications between Respondents

A Respondent shall not discuss or communicate, directly or indirectly, with any other Respondent, any information whatsoever regarding the preparation of its own Part I Submission, Part II Submission or the Submission of the other Respondent in a fashion that would contravene Applicable Law. Each Respondent shall prepare and submit its Part I Submission, and if invited, Part II Submission 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.

5.4 Changes to Respondent Team Members and Organizational Structure

Except as provided this Section 5.5, the Respondent is not permitted to change its Respondent Prime Team Members after the Part I Submission Due Date without the CIT’s prior written consent.

If there is any change in the Respondent Prime Team Member, a change in control of any Respondent Prime Team Member or a material change to any Respondent Prime Team Member after the Part I SOQ Submission has been submitted, and such change was beyond the control of the Respondent and the applicable Respondent Prime Team Member, the Respondent must provide written notice to the CIT within five (5) business days after such change.

The CIT may, in its sole discretion, disqualify any such Respondent and/or reject the Submission of any such Respondent if the CIT, in its sole discretion, considers that the change may have a material adverse impact on the Respondent’s Submission. If

the CIT determines that the Respondent will not be disqualified, the CIT may, in its sole discretion, permit the Respondent to propose a substitution for the applicable Respondent Prime Team Member.

5.5 Respondent Team Members Participating on More Than One Team

5.5.1 Respondent Prime Team Members

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

5.5.2 MBE and or WBE Team Members

This RFQ does not prohibit a MBE or WBE team member of one Respondent from also being a member of another Respondent, provided that it is not:

- 5.5.2.1 a Respondent Prime Team Member of any Respondent;
- 5.5.2.2 related to a Respondent Prime Team Member of any Respondent;
- or
- 5.5.2.3 otherwise ineligible to do so.

5.5.3 Key Individual Team Members

A Key Individual, or any Person related thereto, may not be involved in the Submission of more than one Respondent.

5.6 Examination and Interpretation of Documents and Information

Each Respondent is responsible for ensuring that it has all of the information necessary to respond to this RFQ and for independently informing and satisfying itself with respect to the information contained in this RFQ, any materials that may be supplied throughout the RFQ Process, and any conditions that may in any way affect its Part I Submission and Part II Submission.

5.7 Cost and Expenses of Respondents

The Respondent and the Respondent Prime Team Members shall bear all costs and expenses incurred by them relating to any aspect of their participation in this RFQ Process, including all costs and expenses related to the Respondent's involvement in:

- A. the preparation, presentation and submission of its Part I, and, if invited, Part II Submission;
- B. attendance at any Interview and any other meeting with the CIT;
- C. due diligence and information gathering processes;
- D. site visits;
- E. preparation of responses to CIT questions or requests for information;
- F. preparation of the Respondent's RFC during the clarification process.

5.8 Rights of CIT, City of Chicago, and Chicago Park District

Notwithstanding anything else in this RFQ, the CIT, City, and/or Parks has the right, at any time and in its discretion:

- A. to consider, in the evaluation of the Part I and Part II Submissions, any instances of poor performance of a Respondent, Respondent Prime Team Members, Person, Team Members or Key Individuals, or any other unfavorable experiences with any of them, that the CIT, City, and/or Parks has experienced;
- B. to change the dates, schedule, deadlines, process and requirements described in this RFQ;
- C. to accept or reject any or all Part I or Part II Submissions;
- D. to disqualify any Respondent that (i) does not meet the requirements of this RFQ, including for a contravention of any prohibition or requirement that is set out in this RFQ with respect to the conduct of a Respondent, Respondent Prime Team Members, Person, team member or Key Individuals; or (ii) where such a Respondent, Respondent Prime Team Members, Person, Team Members or Key Individuals have economic or other interests which are, or could reasonably be perceived to be, contrary to the objectives of the Project;
- E. to change the limits, scope and details of the Project;
- F. to reissue the same RFQ or a different request for qualifications document in relation to the Project;
- G. to cancel this RFQ or the Project; or
- H. to elect not to proceed with the Project for any reason whatsoever, in each case, without incurring any liability for costs and damages incurred by any Respondent.

5.9 Right to Verify

The CIT may, in its discretion, independently verify any information in none, one or some of the Part I and Part II Submissions. The CIT has the right to disqualify any Respondent and to reject the Part I or Part II Submission of any Respondent whose Submission contains any false or misleading information. The CIT also has the right to disqualify any Respondent and/or to reject the Part I and/or Part II Submission of any Respondent which, in the CIT's discretion, has failed to disclose any information that would, if disclosed, materially adversely affect the CIT's evaluation of the relevant Respondent's Submission. The CIT is under no obligation to independently verify any information in any Submission.

5.10 Disqualification of Non-Compliant SOQ Submissions

Without limiting the other submission requirements set forth in this RFQ/P, a SOQ submission may be considered non-compliant and may be disqualified from the selection process for any of the following reasons:

- the Respondent fails to use sealed envelopes or containers, or properly identify a SOQ submission or any portion thereof;
- the SOQ submission is submitted in a hard copy or in an electronic format other than as specified by the CIT;

- the Respondent fails to properly complete and submit all of the forms and affidavits, questionnaires, etc. required by this RFQ/P;
- any part of the SOQ submission is missing from the SOQ submission package and it otherwise does not meet the SOQ submission submittal requirements set forth herein;
- the CIT determines that the SOQ submission contains irregularities making it incomplete, indefinite, or ambiguous as to its meaning, including illegible text, omissions, erasures, alterations, items not required by this RFQ/P, or unauthorized additions;
- the SOQ submission includes conditions or provisions reserving a Respondent's right to accept or reject an award if it is selected;
- exceeds the page limit of any section of the SOQ submission; or
- the Submission fails to include any required information.

5.11 Use of Confidential Information

Each Respondent must declare and continue to be under an obligation to declare that it does not have knowledge of or the ability to avail itself of Confidential Information of the CIT, City or Parks relevant to the Project where the CIT has not specifically authorized such use.

5.11.1 Confidential Information

- shall remain the sole property of the CIT, as applicable, and the Respondent shall treat it as confidential;
- may not be used by the Respondent for any other purpose other than submitting a Submission or the performance of any subsequent agreement with the CIT relating to the Project, as applicable;
- may not be disclosed by the Respondent to any person who is not involved in the Respondent's preparation of its Part I Submission or Part II Submission or the performance of any subsequent agreement with the CIT relating to the Project, as applicable, without prior written authorization from the party to whom the Confidential Information relates;
- if requested by the CIT, will be returned to same no later than ten (10) calendar days after such request; and
- may not be used in any way that is detrimental to the CIT, City or Parks.

Each Respondent shall be responsible for any breach of the provisions of this Section 5.12 by any Person to whom it discloses the Confidential Information. Each Respondent acknowledges and agrees that a breach of the provisions of this Section 5.12 would cause the CIT and/or its related entities to suffer loss which could not be adequately compensated by damages, and that the CIT and/or any related entity may, in addition to any other remedy or relief available at law or in equity, enforce any of the provisions of this Section 5.12 upon the Part I Submission and Part II

Submission to a court of competent jurisdiction for injunctive relief without proof of actual damage to the CIT or any related entity.

The provisions in this Section 5.12 shall survive any cancellation of this RFQ, negotiation, and the conclusion of the entire RFQ Process.

5.12 CIT's Discretion and Judgment

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

5.13 Freedom of Information Act (FOIA)

Respondents are advised that the CIT may be required to disclose the RFQ documents and a part or parts of any Part I or Part II Submission pursuant to Applicable Law, rules and regulations. Specifically, notwithstanding anything to the contrary stated in this RFQ, disclosure of any information obtained by either party or any of its officials, employees, agents or representatives in connection with this RFQ will be subject to the provisions of the Freedom of Information Act (FOIA) and all legal authorities relating thereto.

Respondents are also advised that the FOIA may provide protection for confidential and proprietary business information. Respondents are strongly advised to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in their Part I and Part II Submissions.

Subject to the provisions of the FOIA, the CIT will use reasonable commercial efforts to safeguard the confidentiality of any information identified by the Respondents as confidential but shall not be liable in any way whatsoever to any Respondent or Team Member if such information is disclosed under Applicable Law.

5.14 Compliance With Laws

Respondents shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, codes, and executive orders, all as may be in effect from time to time, including Title 2, Chapter 2-156 of the Municipal Code of Chicago, pertaining to or affecting the Respondents. Upon the CIT's request, Respondents shall provide evidence satisfactory to the CIT of such compliance.

The contract(s) awarded will be governed by the laws of the State of Illinois, and is (are) deemed payable and performable in the City of Chicago and Cook County, Illinois. The venue for all disputes thereunder shall be in these jurisdictions.

5.15 Minimum Insurance and Workman's Compensation Requirements

The Respondent must be able and capable of meeting and providing all of the insurance requirements as defined in Attachment 2 (Insurance and Performance Security Requirements).

5.16 Participation Requirements - MBE/WBE/ Chicago Residents

In the performance of the Project services that will be defined in Part II, the selected Short-listed Respondents must use every reasonable effort to comply with the Project Participation Guidelines, defined as follows:

- A. Minority and Women Business Enterprise Program Goals. Under 70 ILCS 210/23.1(b) (the "Act"), the CIT, City, and Parks has adopted and maintains a minority and women owned business enterprise procurement program that establishes subcontracting goals to facilitate the participation of minority and women owned business enterprises on CIT contracts.
- B. The CIT has set goals of 26% MBE and 6% WBE for any work performed pursuant to a negotiated Smart Lighting Project Agreement.
- C. As part of the RFP response, a compliance plan including likely MBE and WBE firms for that will be utilized during the installation portion must be submitted.
- D. Respondents are not required to submit a detailed MBE/WBE compliance plan at as part of the Part I RFQ response, but should provide a narrative of their proposed strategy for achieving or exceeding the Participation Requirements and well as past experience and outcomes with achieving similar goals.

5.17 Civil Rights and Equal Opportunity in Employment

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

In addition, each Respondent agrees, during this RFQ Process and, if applicable, during the performance of the services under this procurement, that the Respondent shall provide all services and activities required in a manner that complies with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933], and all other federal and state laws, rules, regulations, and orders pertaining to equal opportunity in employment, as if the Respondent were an entity bound to comply with these laws. The Respondent shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or disability.

5.18 Property of Submissions

The Part I and Part II Submissions will become the property of the CIT and will not be returned to the Respondent.

5.19 Other Smart Lighting Project Agreement Contractual Requirements

- A. Sales Tax Exemption - Program related purchases of equipment, tools, materials, and supplies purchased in Illinois will be exempt from sales tax.
- B. Permit Fees - Project construction activities will be exempt from City of Chicago building permit and street closure fees; however, all installations must still abide by all City of Chicago permitting processes and requirements.
- C. City Lighting Inventory Updates – it is anticipated that, as part of any Project related new equipment installations, (including LED lamp heads), and or modifications to existing City Light infrastructure, the installing contractor will be required to provide the necessary data, in the proper format, to facilitate the updating of the City and Park Outdoor Lighting Inventory and Condition Assessment Databases.
- D. Warranties – All new LED fixtures and Network control nodules will be warranted for a minimum of 10 years by the manufacturer and the installer.
- E. Operation and Maintenance – during the Part II RFP phase, the CIT may also request pricing proposals for the operation and maintenance of all or a portion of the Project work, i.e. light fixtures and/ or lighting controls network.
- F. Multi Project Labor Agreement (PLA) - The City has entered into the PLA with various trades regarding projects involving construction, demolition, maintenance, rehabilitation, and/or renovation work, as described in the PLA, a copy of which may be found on the City’s website at: <http://www.cityofchicago.org/dam/city/depts/dps/RulesRegulations/Multi-ProjectLaborAgreement-PLAandSignatoryUnions.pdf>. To the extent that this Contract involves a project that is subject to the PLA, Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any Work under this Contract, and shall comply in all respects with the PLA.
- G. Illinois Prevailing Wage Act/Davis-Bacon Act - To the extent that the Project will be subject to the Illinois Prevailing Wage Act, the Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of

the Act, including but not limited to, all wage requirements and notice and record keeping duties.

- H. As a condition of making payment to the Contractor, the City may require the Contractor to submit an affidavit to the effect that not less than the prevailing hourly wage rate is being paid to laborers, mechanics, and other workmen employed on this Contract in accordance with Illinois or federal law, as applicable.
- I. Additional contract terms and conditions such as indemnification requirements, etc. will be provided to Short-listed Respondents.

5.20 Payment and Performance Bonding Requirements

Project Agreements will require the Short-listed Respondent to furnish payment and performance bonds covering the payment of obligations arising from the Short-listed Respondent or its subcontractor's failure to satisfactorily perform the installation work defined in the Agreement.

6 Definitions

The following capitalized terms used in this RFQ/P solicitation shall be defined as follows:

Addendum - a proposed change or clarification of this RFQ/P issued in writing by the Chicago Infrastructure Trust.

Agreement - Agreement(s) that will to be entered into between the customer (i.e. CIT, City or Parks) and the contractor (i.e. the selected Respondent(s)) pursuant to this RFQ/P.

Array of Things - the Array of Things (AoT) is an urban sensing project, a network of interactive, modular sensor boxes that will be installed around Chicago to collect real-time data on the city's environment, infrastructure, and activity for research and public use. AoT will essentially serve as a "fitness tracker" for the city, measuring factors that impact livability in Chicago such as climate, air quality and noise.

CDOT - Chicago's Department of Transportation

CIT - Chicago Infrastructure Trust

City - City of Chicago

City Lighting - means outdoor light fixtures used to illuminate Chicago's streets, sidewalks, alleys, parkway paths, underpasses, and viaducts from dusk to dawn.

Contact Person - is defined in Section 4.3

Customer - CIT, City, and /or Parks

EC - Evaluation Committee is defined in Section 3.2

Evaluation Categories - as described in Section 3.7

HPS - High Pressure Sodium lighting technology.

Illinois FOIA - The Illinois Freedom of Information Act, 5 ILCS 140/1 et seq.

Key Contracting Person

Key Individual - means primary Respondent Team persons and/or parties as listed in Section 3.5.3.6

Laws - means City, State and Federal statutes, ordinances, codes, rules and regulations

LED - Light Emitting Diode lighting technology

MBE - means Minority Owned Business Enterprise

Parks - means the Chicago Park District

Participation Guidelines – minimum MBE, WBE, and Chicago Resident participation as defined in Section 5.17

Proposal - all materials submitted in response to this RFQ/P.

Respondents – groups or entities who submit Statements of Qualifications or, if invited, Proposals, in response to the Chicago Smart Lighting Project RFQ/P.

Responsive - Responsiveness is determined by the CIT and relates to compliance with the provisions of the solicitation, including specifications, and contractual terms and conditions. Absolute or precise conformity is not required. The rule is that conformity in material respects, that is, substantial compliance suffices. The CIT reserves the right to reject any Proposal that it deems materially non-responsive.

Respondent – means any individual or entity submitting a response to the Chicago Smart Lighting Project RFQ/P procurement solicitation.

Respondent Prime Team Member - means an individual or entity that: (i) is the Respondent; (ii) will undertake at least thirty percent (30%) of the construction work based on total estimated construction costs of the Project; or (iii) will play the lead design role for the Project.

Responsible - Responsibility is determined by the CIT and relates primarily to the ability of a Proposer to successfully carry out a proposed Agreement, and whether the Proposer has the character, reputation, and integrity to receive an award. For instance, the CIT may determine in its sole discretion that a Proposer, otherwise able to perform, who has been convicted of a felony, or violation of the public procurement requirements of any federal or state governmental entity, is not responsible and therefore disqualified from the RFQ/P process. Other considerations bearing on a determination of responsibility can include experience, past performance, business and financial capabilities, skills, technical organization and reliability. Some of the mechanisms available to measure a Proposer's responsibility are the utilization of reference checks, vendor performance on previous contracts and availability of financial credit information.

RFC - Requests for Clarifications is defined in Section 4.8

RFI – CIT Smart Lighting Program Request for Information issued on September 16, 2015 and described in Section 1.5.

RFP – Request for Proposals means Part II of the Chicago Smart Lighting Project procurement solicitation, including all including all Attachments and Addenda.

RFQ – Request for Qualifications means Part I of the Chicago Smart Lighting Project procurement solicitation, including all including all Attachments and Addenda.

RFQ/P – means the Chicago Smart Lighting Project procurement solicitation; Request for Qualifications and Proposals including all including all Attachments and Addenda.

Restricted Party

Selected Proposer or Successful Proposer or Successful Contractor - means the Proposer selected for award of an Agreement.

Shortlisted Respondent Team

SOQ - Statement of Qualifications, Chicago Smart Lighting Project RFQ/P Part I Response is

defined in Section I-A

Type 1 – Lighting Infrastructure Modernization Work (Section 3.5.3.5)

Type 2 – Technology Providers (Section 3.5.3.5)

WBE - Women Owned Business Enterprise

Attachment 1 - Part I RFQ- SOQ Submittal Checklist

CHICAGO SMART LIGHTING PROJECT PART I REQUEST FOR QUALIFICATIONS (RFQ) STATEMENT OF QUALIFICATIONS (SOQ) SUBMITTAL ADMINISTRATIVE CHECKLIST

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

Volume I - Required Content

- Cover Letter
- Executive Summary
- Team Organization
- Project Understanding and Approach
- Respondent's Unique Qualifications and Specialized Experience
- Key Individuals Professional Qualifications, Specialized Experience
 - Staff Organization Chart
 - Resumes
- Wherewithal to Provide Project Services
- Technology Services
- Ability to Manage Construction Safety Risk
- Ability to Establish Budgets and Control Costs
- Ability to Meet Schedules
- Team Organization
- MBE/WBE Participation Plan and Commitment

Volume II - Required Content

- Conflict of Interests
- Respondent's Corporate History
- Legal Actions
- Financial Statements
- Economic Disclosure Statement and Affidavit
- Insurance

Attachment 2 - Project Forms and Insurance Requirements

Attachment 2.1 - Project Reference Form

Attachment 2.2 – Sample Economic Disclosure Statement (“EDS”) and Affidavit

Attachment 2.3 - Insurance Requirements

Attachment 2.4 – Sample MBE/WBE Affidavit and Joint Venture

Attachment 2.1 Project Reference Form

Respondent must provide comprehensive information for projects of similar type, scope and magnitude as required pursuant to this Part I RFQ response. If any of these projects can be reviewed on-line, please provide the URL for such project. Respondent must provide detail about each project referenced, including a brief description of the project, the date on which the project was performed and completed, the location of the project, the nature and extent of Respondent's involvement in the project, the total dollar value of the project, the Key Personnel involved and their roles in the project, and client references for the project(s). The Respondent must be able to demonstrate completion of the projects identified. Experience will not be considered unless complete reference data is provided (name, position, phone number and e-mail address).

REFERENCES:

Project Description (including specifications and features of products, equipment, hardware, and software proposed):

Date of Performance: _____

Date of Completion: _____

Project Location: _____

Scale of the project: _____

Respondent's Involvement in Project:

Key Personnel Involved and Role in Project: _____

Key Issues Faces and Innovative Solutions Used:

Project Outcomes:

Client References:

Name: _____ Title: _____

Address: _____

Telephone: _____ E-Mail: _____

Name: _____ Title: _____

Address: _____

Telephone: _____ E-Mail: _____

Name: _____ Title: _____

Address: _____

Telephone: _____ E-Mail: _____

Attachment 2.2 Sample Economic Disclosure Statement (“EDS”) and Affidavit

Short-listed Respondents will need to complete an EDS prior to any Part II Response due date. At the discretion of the CIT, a Respondent who does not file an EDS prior to the Response due date, may be found non-responsive and its Response rejected.

1.1. EDS FILING REQUIRED PRIOR TO BID OPENING

The Respondent must complete an EDS prior to any Part II RFP bid opening date.

A Respondent that does not file an EDS prior to the Response due date will be found non-responsive and its Response will be rejected.

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.

1.4. EDS CERTIFICATION OF FILING

Upon completion of the online submission process, the Respondent will be able to print a hard copy Certificate of Filing. The Respondent will need to submit the signed Certificate of Filing with its bid.

A Respondent that does not include a signed Certificate of Filing with its bid must provide it upon the request of the CIT.

1.5. PREPARATION CHECKLIST FOR REGISTRATION

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

	1. Invitation number, if you were provided an invitation number.
	2. EDS document from previous years, if available.
	3. Email address to correspond with the Online EDS system.
	4. Company Information:
	a. Legal Name

	b. FEIN/SSN
	c. City of Chicago Vendor Number, if available.
	d. Address and phone number information that you would like to appear on your EDS documents.
	e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company, or the first person that registers for your company.

1.6. PREPARATION CHECKLIST FOR EDS SUBMISSION

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

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

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

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

- _____ 8. Contract related information (if applicable):
 - _____ a. CIT contract package
 - _____ b. Cover page of CIT bid/solicitation package
- _____ 9. List of subcontractors and retained parties:
 - _____ a. Name
 - _____ b. Address

_____ c. Fees – Estimated or paid

1.7. EDS FREQUENTLY ASKED QUESTIONS

Q: Where do I file?

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

Q: How do I get help?

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

Q: Why do I have to submit an EDS?

A: The Economic Disclosure Statement (EDS) is required of applicants making an application for action requiring City Council, City department or other City agency approval. All Smart Lighting Agreements will need City Council approval. 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 for action requiring City Council or other City agency approval. The applicant does not include owners and parent companies.

Q: Who is the Disclosing Party?

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

Q: What is an entity or legal entity?

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

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

A: "Person" means a human being.

Q: Who must submit an EDS?

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

Applicants:	An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.
Entities holding an interest:	Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.
Controlling entities:	Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

Q: What information is needed to submit an EDS?

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

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

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

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

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

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

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

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

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

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

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

Q: Who is the EDS Captain?

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

Q: Why do we need EDS Captains?

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

Q: Who is the EDS team?

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

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

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

Q: How do I complete an Online EDS?

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

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

A: There is no longer a separate Disclosure of Retained Parties filing. After logging in, click on "Create New". Answer (click) "Contract" to "Is this EDS for a contract or an EDS information

update?” Click “Fill out EDS”, and click on the “Retained Parties” tab. When finished, click on “Ready to Submit.”

Q: How do I attach documents?

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

Q: Who can complete an Economic Disclosure Statement online?

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

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

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

Q: Will my information be secure?

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

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

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

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

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

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

A: Please contact the contract administrator or negotiator assigned to your solicitation or contract. You may call DPS at 312-744-4900 between 8:30 AM and 4:30 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 2.3 Insurance Requirements

CHICAGO INFRASTRUCTURE TRUST CHICAGO SMART LIGHTING PROJECT TYPE I – PERFORMANCE OF CITY LIGHTING SERVICES TYPE II – PROVISION OF TECHNOLOGY

A. Insurance Coverage Required

The Respondents must provide and maintain at Respondents' own expense, during the term of the Agreement and during the time period following expiration if Respondents are required to return and perform any additional work, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

1) Workers Compensation and Employers Liability

Workers Compensation Insurance as prescribed by applicable law, covering all employees who are to perform work under this Agreement and Employers Liability coverage.

Statutory limits, with Coverage B – Employers Liability limits of:

Bodily Injury by Accident	\$1,000,000	Each Accident
Bodily Injury by Disease	\$1,000,000	Each Employee
Bodily Injury by Disease`	\$1,000,000	Policy Limit

2) Commercial General Liability

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

The City, CIT, and Parks must be named as additional insureds under the policy. Such additional insured coverage shall be provided on a form acceptable to City and CIT. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited to, Respondents sole negligence or the additional insured's vicarious liability. Respondents' liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City and CIT.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Respondents must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City and CIT is to be named as an additional insured on a primary, non-contributory basis.

4) Excess/Umbrella Liability

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$5,000,000 million per occurrence and aggregate. The policy must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage and expressly provide that the excess or umbrella policy will drop down over a reduced or exhausted aggregate limit of the underlying insurance.

5) Property Installation

When Respondents install, repair, replace, or maintain any of the equipment or network related to this Agreement, the Respondents must provide All Risk Property/Installation Insurance, at replacement cost, for loss or damage to equipment, machinery, materials or supplies that are part of the Agreement. Coverages must include in-transit, off-site, faulty workmanship or materials, testing and mechanical-electrical breakdown.

6) Tech Errors & Omissions (E&O)

When Respondents or any other professional consultants perform work in connection with this Agreement, Tech E&O Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$5,000,000. Coverage must include but not limited to: performance of or failure to perform EDP and other computer services, failure of software product to perform the function for the purpose intended, dissemination and/or use of confidential information. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claim-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

B. Additional Requirements

1. Evidence of Insurance. The Respondents must furnish the City, Procurement Department, 121 N. LaSalle, Rm 806, 60602, original certificates of insurance and endorsement(s), or such similar evidence, to be in force on the date of this Agreement, and renewal certificates of insurance and endorsement(s), or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Respondents must submit evidence of insurance prior to Agreement award. The receipt of any certificate does not constitute agreement by the City and CIT that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City and CIT to obtain certificates or other insurance evidence from Respondents showing compliance with the requirements of the Agreement is not a waiver by the City and CIT of any requirements for the Respondents to obtain and maintain the specified coverages. The Respondents must advise all insurers of the Agreement provisions regarding insurance. The City and CIT reserves the right to obtain complete, certified copies of any required insurance policies at any time.
2. Failure to Maintain Insurance. Non-conforming insurance does not relieve Respondents of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City and CIT retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.
3. Notice of Cancellation, Material Change or Violation. Respondents must provide for 60 days prior written notice to be given to the City and CIT in the event coverage is substantially changed, canceled, or non-renewed.
4. Insurance Requirements for subcontractors. Respondents must require all subcontractors to provide the insurance required herein, or Respondents may provide the coverage for subcontractors. All subcontractors are subject to the same insurance requirements of Respondents unless otherwise specified in this Agreement. Respondents are responsible for verifying each subcontractor complies with the required insurance provisions herein, and Respondents must ensure that the City, CIT, and Parks are additional insureds on insurance required from subcontractors.

5. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Respondents.
6. Waiver of Subrogation. Respondents hereby grants to the City and CIT a waiver of any right of subrogation which any insurer of said Respondents may acquire against the City and CIT by virtue of the payment of any loss under such insurance. Respondents 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 and CIT has received a waiver of subrogation endorsement from the insurer(s).
7. No Limitation as to Respondents Liabilities. The Respondents expressly understands and agrees that any overages and limits furnished by Respondents in no way limit the Respondents' liabilities and responsibilities specified within the Agreement or by law.
8. No Contribution by City and CIT. Any insurance or self-insurance programs maintained by the City and CIT do not contribute with insurance provided by the Respondents under the Agreement.
9. Insurance not limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.
10. Insurance limits maintained by Respondents. If Respondents maintains higher limits than the minimums required herein, the City and CIT requires and shall be entitled to coverage for the higher limits maintained by the Respondents. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City and CIT.
11. Joint Venture or Limited Liability Company Policies. If Respondents are a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.
12. Other Insurance Obtained by Respondents. If Respondents or subcontractors desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.
13. City and CIT Property and Contractor Property. Respondents are responsible for all loss or damage to City and CIT property at full replacement cost. Respondents are responsible for all loss or damage to personal property (including material, equipment, tools and supplies) owned, rented or used by Respondents.
14. City's Right to Modify. Notwithstanding any provision in the Agreement to the contrary, the City's Risk Management Office maintains the right to modify, delete, alter or change these requirements.

Attachment 2.4 Sample MBE/WBE Affidavit of Joint Venture

All information requested on 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, attach additional sheets. **In all proposed joint ventures, each MBE and/or WBE venture must submit a copy of its current Letter of Certification.**

I. Name of joint venture: _____
Address: _____
Telephone number of joint venture: _____

II. Email address: _____
Name of non-MBE/WBE venture: _____
Address: _____
Telephone number: _____
Email address: _____
Contact person for matters concerning MBE/WBE compliance: _____

III. III. Name of MBE/WBE venture: _____
Address: _____
Telephone number: _____
Email address: _____
Contact person for matters concerning MBE/WBE compliance: _____

IV. 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 joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital, personnel and equipment and share of the costs of bonding and insurance; (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 is 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 details as applicable):

1. Profit and loss sharing: _____
2. Capital contributions:
 - (a) Dollar amounts of initial contribution: _____
 - (b) Dollar amounts of anticipated on-going contributions: _____
3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer): _____

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

5. Costs of bonding (if required for the performance of the contract): _____
6. Costs of insurance (if required for the performance of the contract): _____

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

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

VII. Control of and Participation in the Joint Venture.

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

A. Joint venture check signing:

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

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

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

G. Management of contract performance. (Identify by name and firm only):

1. Supervision of field operations: _____
2. Major purchases: _____
3. Estimating: _____
4. Engineering: _____

VIII. Financial Controls of joint venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

B. Identify the "managing partner," if any, and describe the means and measure of his/her compensation:

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

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

Trade	Non-MBE/WBE Firm (Number)	MBE/WBE (Number)	Joint Venture (Number)

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

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

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

Name of MBE/WBE Partner Firm

Name of Non-MBE/WBE Partner Firm

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date

Date

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

(names of affiants)

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

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

Signature of Notary Public

My Commission Expires: _____
(SEAL)

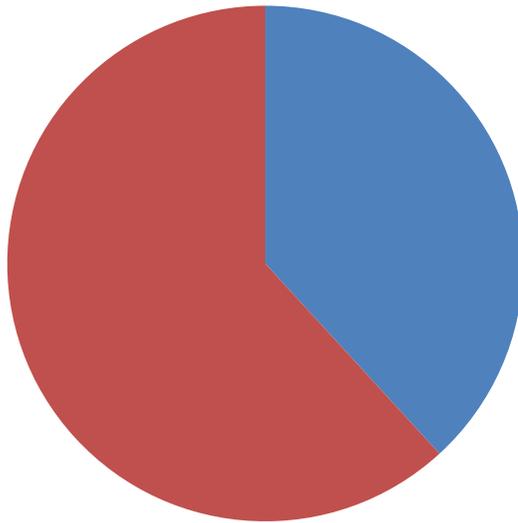
Attachment 3 - Project Information

Attachment 3.1 – City Of Chicago Lighting Inventory

Note: All quantities below are estimated based on an inventory completed in December 2013

City Light Fixtures By Infrastructure Category

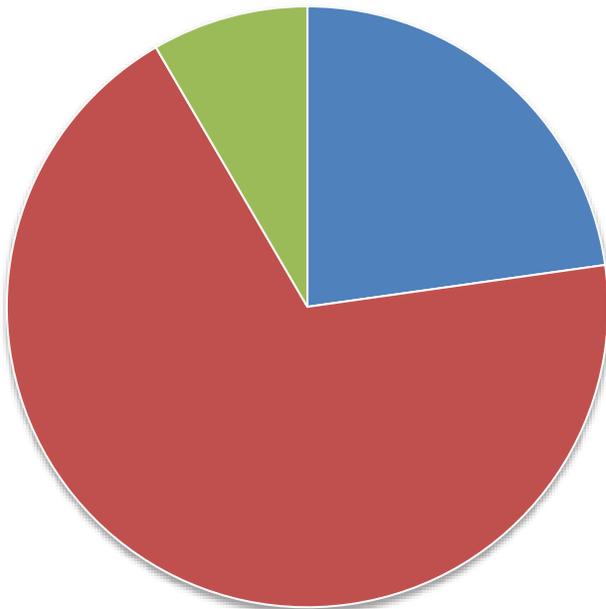
Infrastructure Category:	
Modern Inventory	122,500
Legacy Inventory	195,400
Total Number of Fixtures	317,900



- Modern Inventory (38%)
- Legacy Inventory (62%)

City Light Fixtures By Location

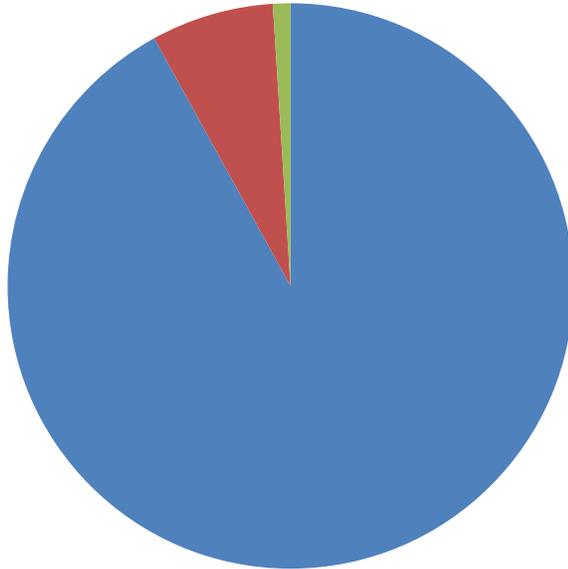
By Location Type:	
Alley	72,402
Street	218,776
Viaduct	26,722
Total Number of Fixtures	317,900



- Alley (23%)
- Street (69%)
- Underpass (8%)

Attachment 3.1.2 – City Of Chicago Lighting Inventory By Type

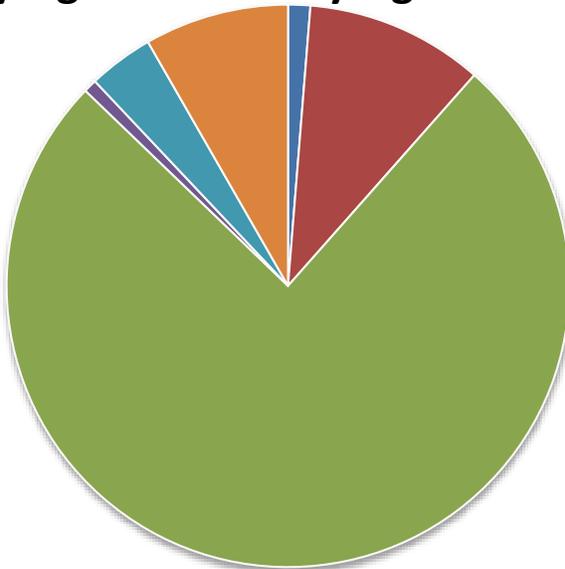
City Light Fixtures By Light Type



Light Type	
High Pressure Sodium	290,044
Metal Halide	23,756
LED	4,100
Total Number of Fixtures	317,900

- HPS (92%)
- MH (7%)
- LED (1%)

City Light Fixtures By Light Head Type



By Fixture Type:	
LED	4,100
Coach (Sidewalk)	31,000
Cobra	242,000
Flood	2,400
Ornamental	12,000
Viaduct	26,400
Total Number of Fixtures	317,900

- LED
- Coach
- Cobra
- Flood
- Ornamental
- Viaduct

Attachment 3.1.3 – City Of Chicago 2015 City Lighting Utility Spend

2015 Street Lighting Utility Spend

369,442,022 kilowatt hours (kWh)

Approximately \$.05 per kWh

Total Electric Utility Cost \$18,491,655

Attachment 3.2 – Chicago Park District Lighting Inventory

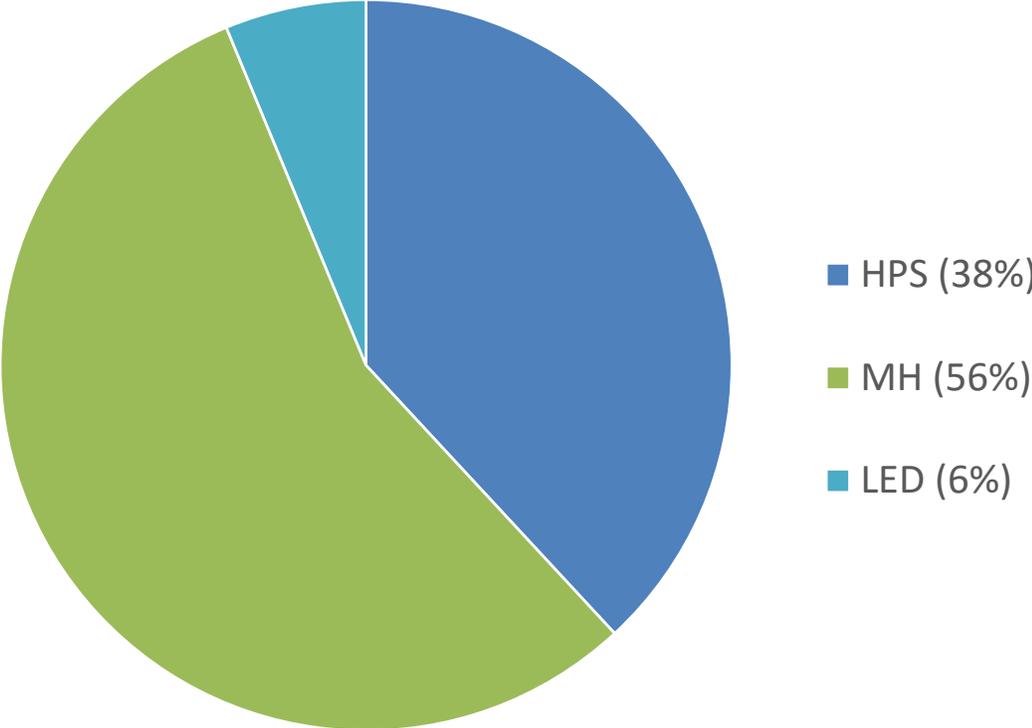
Park Light Fixture Wattages

Fixture Head Type	Light Type	Wattage	Quantity
Acorn			
ACORN	HPS	150	1243
ACORN	MH	150	1001
ACORN	MH	175	143
ACORN	MH	250	46
ACORN	LED	-	313
ACORN TOTAL			2,746
Cobra			
COBRA	HPS	250	67
COBRA	HPS	310	3808
COBRA	MH	400	281
COBRA	LED	-	612
COBRA TOTAL			4768
Flood			
FLOOD	HPS	310	22
FLOOD	HPS	400	48
FLOOD	HPS	1000	78
FLOOD	MH	200	28
FLOOD	MH	400	150
FLOOD	MH	1000	4501
FLOOD	MH	1500	9
FLOOD	LED	-	166
FLOOD TOTAL			5002
Globe			
GLOBE	HPS	150	1449
GLOBE	MH	150	159
GLOBE	MH	175	79
GLOBE	MH	250	15
GLOBE	LED	-	18
GLOBE TOTAL			1720
Pendant			
PENDANT	HPS	150	138
PENDANT	MH	150	63
PENDANT	MH	175	79
PENDANT	MH	250	546
PENDANT	LED	-	78
PENDANT TOTAL			904
Round			

ROUND	HPS	150	24
ROUND	HPS	250	30
ROUND	MH	100	115
ROUND	MH	175	56
ROUND	MH	250	2
ROUND TOTAL			227
Shoebox			
SHOEBOX	HPS	250	607
SHOEBOX	HPS	400	36
SHOEBOX	MH	175	23
SHOEBOX	MH	400	18
SHOEBOX	MH	1000	74
SHOEBOX	LED	-	49
SHOEBOX TOTAL			807
Sport			
SPORT	MH	400	68
SPORT	MH	1000	901
SPORT	MH	1500	2670
SPORT TOTAL			3639
TOTAL LIGHT FIXTURES			19,813

Park Light Fixtures by Light Type

Light Type:	
High Pressure Sodium	7,550
Metal Halide	11,027
LED	1,236
Total # of Fixtures	19,813



Park Light Fixtures by Head Type

Fixture Type:	
Acorn	2,746
Cobra	4,768
Flood	5,002
Globe	1,720
Pendant	904
Round	227
Shoebox	807
Sport	3,639
Total # of Fixtures	19,813

