
LAKESHORE POWER ALLIANCE

REQUEST FOR PROPOSALS

*Electricity Aggregation Procurement
Reference #2012-01*

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REQUEST FOR PROPOSALS

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1. INTRODUCTION

The Lakeshore Power Alliance (“Consortium”) seeks to select a single certified Alternative Retail Electric Supplier (ARES) as the Vendor to supply electric power and energy to the Consortium members’ Municipal Aggregation Programs. The Consortium consists of two (2) municipalities in the Chicago metropolitan area: the Village of Wilmette and the Village of Kenilworth.

Through this RFP, the Consortium is soliciting proposals for various pricing options, Aggregation Program Agreement terms, and options for increased volumes of renewable energy. With an estimated 10,150 eligible electric accounts, the Consortium has the potential to attract lower rates than the current default tariff service rate for its residents and small businesses, while also acquiring a cleaner portfolio of power supply.

The selected Vendor shall assist the municipalities within the Consortium in establishing their Aggregation Programs to include residential and small commercial accounts that meet the definition of “eligible retail customer” that are located within each Consortium member communities’ boundaries and that receive service from Commonwealth Edison. The Vendor awarded an Agreement hereunder shall coordinate with the Consortium’s electricity consultant, Illinois Community Choice Aggregation Network, LLC, in order to deliver services required under a Aggregation Program Agreement.

1.1 BACKGROUND: Pursuant to Section 1-92 of the Illinois Power Agency Act (“Act”), 20 ILCS 3855/1-92, each municipality within the Consortium is authorized to aggregate the electric loads of small commercial and residential customers located within its municipal boundaries. As part of the aggregation, each municipality within the Consortium may solicit bids, select a retail electric supplier, and enter into a service agreement to facilitate the purchase of electricity and related services and equipment on behalf of its residents and small businesses.

In accordance with the Act, the Consortium member municipalities passed ordinances and/or resolutions authorizing a referendum in each community on the March 20, 2012 ballot asking the public for authority to create an opt-out Aggregation Program (“Program”) for its residents and small business customers. A majority of the electorate in each municipality voted in favor of the passing the referendum.

At present, the Consortium seeks to:

1. Solicit proposals for energy supply and services from qualified and licensed Alternative Retail Electric Suppliers (ARES) on behalf of its member municipalities;
2. Select a single ARES with which to negotiate a Aggregation Program Agreement; and
3. Formally recommend that each Consortium municipality enter into a standard Aggregation Program Agreement with the selected Vendor for energy supply and services.

Upon successful selection of a Vendor by the Consortium, the Consortium municipalities intend to:

1. Fully empower the Aggregation Program Agreements with the selected Vendor and establish of a fixed commodity price for electricity supply; and
2. Enroll eligible customers into the Program after completion of an opt-out notification period.

Because the Consortium member municipalities are adopting opt-out Aggregation Programs, all eligible customers located within the Consortium municipalities will participate in the Program unless they affirmatively elect to opt out of the Program. By identifying the procedures by which customers may opt out of the Program, the Consortium members ensure that participation is voluntary and individuals have the ability to decline to participate. The Consortium's draft template Plan of Operation and Governance (Attachment A), which is subject to change, and is intended for adoption by each member municipality, requires the Aggregation Program to:

1. Provide universal access to all applicable residential customers and equitable treatment of applicable residential customers;
2. Provide demand management and energy efficiency services to each class of customers (these services are to be either bid or negotiated at a later time); and,
3. Meet any other legal requirements concerning aggregated electric service.

1.2 SUMMARY OF SPECIFICATIONS (PURCHASE DESCRIPTION): The Consortium is soliciting offers from certified ARES to supply electric power and energy for, and arrange for associated delivery to, accounts located in the Commonwealth Edison (ComEd) delivery service area. This RFP includes residential accounts and non-residential accounts that meet the definition of "small commercial retail customer" found in the Public Utilities Act, 220 ILCS 5/16-102.

The Consortium will pursue a vendor margin bidding process to select a Vendor. The Vendor margin process solicits proposals from registered ARES to establish: (1) professional qualifications; and (2) pricing options (including maximum Vendor Margin and various renewable energy resource options).

The Consortium will select a single Vendor (and a single pricing proposal submitted by that Vendor) to recommend to the Consortium municipalities for the award of Aggregation Program Agreements. The Consortium municipalities will adopt individual Plans of Governance and Operation and execute Aggregation Program Agreements with the selected Vendor at the agreed-to Vendor margin. After the Aggregation Program Agreements are adopted, the Consortium will work with the Vendor to establish a single commodity price for all municipalities within the Consortium. Once an acceptable single commodity price is established for all Consortium municipalities, a designee from each Consortium municipality will indicate acceptance of that price plus the Vendor Margin for inclusion into the Aggregation Program Agreement between the Vendor and the designee's municipality.

Individual Consortium municipalities may select to add individual pricing options (such as higher levels of renewable energy resources) to their Aggregation Program Agreements. Individual pricing options selected by individual Consortium municipalities will be added to the to the single commodity price provided by the Vendor.

The selected Vendor shall provide accurate and understandable pricing options ranging from a base rate to various alternative supply options, and ancillary supply services, as well as pricing to assist with an opt-out notification plan. The selected Vendor will perform services in a manner consistent with the common Plan of Operation and Governance adopted by each municipality within the Consortium.

General consumption and account data for the Consortium is found in Attachment B to this RFP. Detailed consumption can be requested by contacting the RFP contact identified in Section 3.2. All account and consumption information is considered confidential under the authority of Section 2HH of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH, and should be handled as such.

2. DEFINITIONS

Whenever used in this RFP, including schedules and exhibits to this RFP, the following terms shall have the meanings defined below, except where the context indicates otherwise.

- 2.1 “Affiliates”** shall mean any person, firm, corporation (including, without limitation, service corporation and professional corporation), partnership (including, without limitation, general partnership, limited partnership and limited liability partnership), limited liability company, joint venture, business trust, association or other entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with a Bidder.
- 2.2 “Act”** shall refer to the Illinois Power Agency Act, 20 ILCS 3855/1-1 *et seq.*
- 2.3 “Aggregation”** or **“Municipal Aggregation”** shall mean the pooling of residential and small commercial retail electrical loads located within a municipality for the purpose of soliciting bids and entering into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment, all in accordance with Section 1-92 of the Act.
- 2.4 “Aggregation Consultant”** or **“Consultant”** shall refer to Intelligent Power Partners LLC, the independent consultant with demonstrated expertise in electric supply contracting that has been retained by the Consortium to assist with the implementation of each member municipality's Program.
- 2.5 “Aggregation Member”** or **“Member”** shall mean a residential or small commercial retail electric account enrolled in an Aggregation Program.
- 2.6 “Aggregation Program”** or **“Program”** shall mean the program developed by the Consortium, and proposed to be implemented by each of its member municipalities, to provide residential and small commercial customers in the Consortium municipalities with retail electric supply.
- 2.7 “Aggregation Program Agreement”** shall mean the contract between a municipality within the Consortium and the selected Vendor, in the form attached to this RFP as Attachment D.
- 2.8 “Alternative Retail Electric Supplier”** or **“ARES”** shall mean an entity certified by the ICC to offer electric power or energy for sale to one or more retail customers, or that engages in the delivery or furnishing of electric power or energy to such retail customers, and shall include, without limitation, resellers, aggregators and power marketers, but shall not include the Electric Utility or the Aggregation Members. For purposes of this RFP, the definition of Alternative Retail Electric Supplier is more completely set forth in 220 ILCS 5/16-102.
- 2.9 “Ancillary Services”** shall mean the necessary services that shall be provided in the generation and delivery of electricity. As defined by the Federal Energy Regulatory Commission, "Ancillary Services" include, without limitation: coordination and scheduling services (load following, energy imbalance service, control of transmission congestion); automatic generation control (load frequency control and the economic dispatch of plants); contractual agreements (loss compensation service); and support of system integrity and security (reactive power, or spinning and operating reserves).
- 2.10 “Bidder”** shall mean a person, firm, or corporation that submits a response to this RFP.
- 2.11 “Commonwealth Edison”** or **“ComEd”** shall mean the Commonwealth Edison Utility Company as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within the Consortium municipalities.
- 2.12 “Consortium”** shall mean the Lakeshore Power Alliance.

- 2.13 **“Consortium Designee”** shall mean the representative of the Consortium who will coordinate the process for execution by each member municipality of a contract price lock for electricity supply for each Municipal Aggregation Program.
- 2.14 **“Default Tariff Service”** shall mean the electricity supply services available to eligible retail customers of the Utility.
- 2.15 **“Electric Utility”** shall mean Commonwealth Edison, as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within the Consortium.
- 2.16 **“Eligible Retail Customer”** shall mean a residential and small commercial retail customer of the Utility.
- 2.17 **“ICC”** shall mean the Illinois Commerce Commission as described in 220 ILCS 5/2-101
- 2.18 **“Initial Term”** is defined in Paragraph 4.2.1.1.1 of this Agreement.
- 2.19 **“IPA”** shall mean the Illinois Power Agency.
- 2.20 **“Load”** shall mean the total demand for electric energy required to serve the residential and small commercial customers in the Aggregation Programs.
- 2.21 **“Opt-Out”** shall mean the process by which a Member who would be included in an Aggregation Program chooses not to participate in the Aggregation Program.
- 2.22 **“PIPP”** shall mean a Percentage of Income Payment Plan created by the Emergency Assistance Act, 305 ILCS 20-18, to provide a bill payment assistance program for low-income residential customers.
- 2.23 **“PJM”** shall mean the PJM Interconnection, a regional transmission organization that coordinates the movement of wholesale electricity in all or parts of 13 states and the District of Columbia, including the Commonwealth Edison service territory.
- 2.24 **“Plan of Operation and Governance”** shall mean the Aggregation Plan of Operation and Governance, to be adopted by each member municipality pursuant to the requirements set forth in Section 1-92 of the Act.
- 2.25 **“Point of Delivery”** shall mean the interconnection between the RTO and the Electric Utility to which Vendor shall deliver the electricity under the Aggregation Program for delivery by the Electric Utility to the Aggregation Members.
- 2.26 **“Pricing Period”** shall mean the period of time a fixed price offer is available to Aggregation Members.
- 2.27 **“Proposal”** shall mean the response to this RFP submitted by a Bidder to the Consortium, in the form and with the information required by this RFP.
- 2.28 **“REC”** shall mean Renewable Energy Credits certified in a manner consistent with the requirements of the Illinois Renewable Portfolio Standard.
- 2.29 **“Request for Proposals”** or **“RFP”** shall mean this written invitation to responsible bidders to submit qualifications and pricing methods for electricity supply, services, and equipment to the Consortium.
- 2.30 **“Small Commercial Retail Customer”** shall mean a retail customer with an annual usage of 15,000kWh or less; provided, however, that the definition of Small Commercial Retail Customer shall include such other definition or description as may become applicable by law or tariff.
- 2.31 **“Specifications”** shall mean any description of the physical, functional, or performance characteristics, or of the nature of a supply or service. A specification includes, as appropriate, requirements for inspecting, testing, or preparing a supply or service item for delivery.
- 2.32 **“Vendor”** shall mean the ARES selected by the Consortium and its member municipalities to provide electric power and energy for the municipalities' Aggregation Programs.
- 2.33 **“Vendor Margin”** shall mean the \$/MWh charged by the selected Vendor above the market price for electricity supply, capacity, transmission, and ancillary services. The

selected Vendor shall be allowed to add only the Vendor Margin to any fixed commodity supply price quote provided to the Consortium.

3. KEY INFORMATION ABOUT THIS REQUEST FOR PROPOSALS

3.1 RFP NUMBER: 2012-01

3.2 RFP CONTACT: Mark Pruitt
Illinois Community Choice Aggregation Network
10 West 35th Street, 16th Floor
Chicago, Illinois 60616
E-mail: mpruitt@ilccan.com

3.3 ADDENDA: No interpretation of the RFP or the Aggregation Program Agreement shall be made except by written addendum duly issued by the Consortium (“Addendum”). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever.

All Addenda issued prior to the opening of Bidder’s Proposals shall become a part of the RFP or the Aggregation Program Agreement, as the case may be. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

If any prospective Bidder is in doubt as to the true meaning of any part of the RFP or the Aggregation Program Agreement, such prospective Bidder shall submit to the RFP Contact a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder’s Proposals as possible, and in any event not later than 4:00 pm. CST on June 1, 2012.

The Consortium shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, on or before May 15, 2012, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

3.4 INFORMAL RESPONSES: Neither the Consortium nor the RFP Contact shall give oral answers or instructions in response to any inquiries received prior to the award of the Aggregation Program Agreement regarding the meaning of the RFP or the Aggregation Program Agreement, nor any oral indication as to the validity of any such inquiry. Any such oral answer, instruction or indication shall not be binding, shall be deemed to be unauthorized and given informally for the convenience of the person making the inquiry, shall not be guaranteed, and shall not be relied upon by any prospective Bidder. By submitting a Bidder’s Proposal, each Bidder shall be deemed to have agreed that such information has not been used as a basis of its Bidder’s Proposal and that the giving of any such information does not entitle such Bidder to assert any claim or demand against the Consortium or RFP Contact on account thereof.

3.5 SUBMISSION DEADLINE AND PROCUREMENT TIMETABLE: The following dates are set forth for informational and planning purposes; however, the Consortium reserves the right to change the dates.

Release RFP:	May 18, 2012
Questions Due:	May 24, 2012, 4 p.m.
Questions Answered:	May 25, 2012
Pre-Bid Conference Call:	May 29, 2012 noon
RFP Responses Due:	Monday, June 4, 2012 4:00 p.m.
Village Board Approvals:	June 12 and June 18
Commodity Price Acceptance	After June 12, 2012

3.6 PRE-BID CONFERENCE: Prospective Bidders are encouraged, but not required, to attend the pre-bid conference on Monday May 14, 2012 at 2:00 p.m. The conference will be held at the Wilmette Village Hall, 1200 Wilmette Avenue, Wilmette, Illinois. Representatives of the Consortium will be present to discuss this RFP and the Agreement and to answer questions.

3.7 NUMBER OF COPIES: Submit a signed written original and 3 written copies of the Proposal, and one digital copy of the Proposal on a CD or flash drive in PDF format, to:

Mr. John Prejzner
Village of Wilmette
1200 Wilmette Avenue
Wilmette, Illinois 60091
Attn: Lakeshore Power Alliance RFP

All Proposals shall be submitted in a sealed envelope or container with the words "Lakeshore Power Alliance RFP" clearly marked on the front.

Proposals must be received no later than 4:00 p.m. CST, on Monday, May 22, 2012. Proposals will not be opened publicly. Proposals submitted after closing time will not be considered and will be returned unopened to the Bidder. No oral, telephone, email, or facsimile proposals will be considered.

3.8 OPENING: The Consortium will open and record the names and other information of all Proposals submitted in a proper and timely manner. All Proposals become the property of the Consortium and will not be returned except in the case of a late submission.

3.9 BID BONDS OR OTHER SECURITY: No bid or security bonds will be required.

3.10 WITHDRAWAL OF PROPOSALS: A Bidder may withdraw its Proposal, either personally or by written request, at any time prior to the scheduled deadline for submittals. No Proposal shall be withdrawn for 90 days after the date set for opening Proposals. Proposals shall be subject to acceptance during this period.

3.11 FIRM OFFERS: All Bidder's Proposals are firm offers to enter into the Aggregation Program Agreements and no Bidder's Proposals shall be deemed rejected by any member municipality, notwithstanding acceptance of any other Bidder's Proposal, until

the Aggregation Program Agreement has been executed by both the municipality and the successful Bidder or until the Consortium affirmatively and in writing expressly rejects such Bidder's Proposal.

4. SPECIFICATIONS

The Consortium member municipalities are interested in receiving the best price and the service for their residents, and have established the following Specifications. The Specifications represent a portion of the Consortium's due diligence in selecting a licensed and qualified Vendor for the approximately 10,150 accounts included in the Consortium municipalities' Aggregation Program.

The Consortium requests that Bidders utilize the form in Attachment C of this RFP to indicate their ability to meet the Specifications noted in Sections 4.1 through 4.4 below. Further, the Consortium requests that responses to Section 4.5 (Bidder Qualifications) be structured in a manner that follows the outline of Section 4.5. Unsolicited submittals or descriptive literature are submitted at the Bidder's risk, and may not be considered. However, innovative approaches to electricity supply and services, pricing, and customer service are welcome and will be considered if they present an identifiable value to the Consortium.

Upon completion of the RFP process, the selected Vendor will be expected to enter into a Aggregation Program Agreement similar to the form provided in Attachment D.

4.1. PROPOSED GENERAL AGREEMENT TERMS: The Consortium will seek to preserve the following general terms in a Aggregation Program Agreement with the selected Vendor. Bidders may propose modifications to the following specifications on the form provided in Attachment C. The Consortium will not be obligated to accept alternative specifications, and reserves the right to reject proposals that contain any proposed revisions.

4.1.1 Term of Agreement. The Aggregation Program Agreements will be fully executed upon acceptance of a final fixed commodity supply price by the designee of each municipality. The initial Aggregation Program Agreement term will be for a minimum of six months and a maximum of three years. Each municipality will have discretion to determine the length of any contract periods, and the duration of Pricing Periods will be established in the final negotiations.

4.1.2 Single Supplier. The Consortium will select a single Alternative Retail Electric Supplier on behalf of all Aggregation Members.

4.1.3 Subcontractors. The selected Vendor may not employ any subcontractors other than as necessary. Subcontractors shall be held to the same strict confidentiality standards applicable to the selected Vendor, and shall be required to otherwise comply with the requirements of the Aggregation Program Agreement. For purposes of the provision of renewable energy credits pursuant to the Aggregation Program Agreement, regional transmission organizations, independent system operators, and local utilities are not considered subcontractors.

4.1.4 Indemnification and Hold Harmless. The selected Vendor shall indemnify the municipality pursuant to the terms of the Aggregation Program Agreement, and hold harmless the Consortium and its member municipalities from any financial obligations arising from the Program.

4.1.5 Assignment. The selected Vendor may not assign the awarded Agreement without the written consent of the municipality.

4.1.6 Qualifications. The selected Vendor shall be responsive to the qualification requests contained in this RFP.

- 4.1.7 Insurance.** The selected Vendor shall obtain and maintain, for the duration of the Aggregation Program Agreement, such proof of insurance and performance security as the municipality deems necessary.
- 4.1.8 Rate Advantage.** No member municipality of the Consortium is obligated to accept a commodity price offer from the selected Vendor that is not below the published or anticipated Utility default tariff rates.
- 4.1.9 Compliance with Plan of Operation and Governance.** The Vendor shall provide all services required under the Aggregation Program Agreement in accordance with the Plan of Operation and Governance adopted by the applicable municipality.

4.2 PROPOSED AGREEMENT PRICING TERMS: The Consortium seeks to maintain a high level of flexibility with regard to setting a final electricity price with the selected Vendor. To achieve this goal, the Consortium seeks to receive from Bidders Fixed Margin bids. Bidders may propose alternatives to these methods; however, please be advised that alternative proposals will be evaluated based on the level of flexibility afforded the Consortium and its member municipalities.

BIDDER MUST AGREE TO PROVIDE ITS PROPOSED PRICES TO ANY ONE OR MORE MUNICIPALITIES WITHIN THE CONSORTIUM, EVEN IF ONE OR MORE OF THE MUNICIPALITIES FAILS TO AWARD THE AGGREGATION PROGRAM AGREEMENT.

Pricing shall be sufficient to cover the full costs of the selected Vendor.

The Consortium seeks to preserve the following pricing terms in the Aggregation Program Agreement with the selected Vendor. Bidders may propose alternatives to the following specifications within their response using the forms included in Attachments C and E. The Consortium will not be obligated to accept alternative specifications, and reserves the right to reject proposals containing any proposed revisions.

4.2.1 Pricing Options. Please provide the following price options to the Consortium on the Pricing Form attached to this RFP as part of Attachment E. Bidders are not being asked to submit commodity price quotes to this RFP. Instead, Bidders are asked to submit their Vendor Margin. Vendor Margin represents the total per unit fee to be added to the underlying electricity energy commodity supply costs to compensate the Vendor for services rendered under the Aggregation Program Agreements.

The Consortium seeks to establish a transparent means by which to receive pricing proposals as an element of this solicitation. The Consortium views the energy supply price to include the following cost elements: energy commodity supply and Vendor Margin. Bidders are instructed to provide only the Vendor Margin cost element in their Proposals. Energy commodity supply costs will be established after Vendor selection.

The successful Vendor will be required to provide detailed energy commodity supply cost quotes to the Consortium. The Consortium requires that energy commodity supply cost quotes be transparent and include breakouts of the following: energy supply, capacity, transmission (including reliability must-run

costs), ancillary services, purchase of receivables, Utility Consolidated Billing invoice fees (\$0.50), and mandatory State of Illinois Renewable Portfolio Standard compliance costs. Additionally, the successful bidder will be required to disclose Auction Revenue Rights (ARR) and Marginal Loss credits that will serve as discounts to the energy commodity supply cost. In all cases, the Consortium will require full disclosure of cost elements related to establishing the energy commodity supply cost.

Bidders are advised to consider, when proposing their Vendor Margin, the costs of the following: printing and mailing of Opt-Out Notices to the Aggregation Members, maintenance of minimum customer service requirements (as defined in Sections 4.3.3, 4.3.4, 4.3.5, and 4.3.6 of this RFP), risk and credit premiums, profits, and all other costs.

4.2.1.1 Vendor Margin. The selected Vendor provides a fixed price (\$/MWh) that will be added to the market price for electricity supply, capacity, transmission, and ancillary services agreed to by the Consortium. The Vendor shall provide, at minimum, the following pricing structures:

4.2.1.1.1 Fixed Price Supply. After passage of the Opt-Out referendum and the passage of an ordinance accepting a Plan of Operation and Governance, the Consortium and Consultant will request and receive from the selected Vendor daily fixed price market quotes for a period until May 31, 2012 ("**Initial Term**"). After the Initial Term, annual renewals may be made for the duration of the aggregation program agreement. The daily market price quotes will detail the unit costs of energy supply, capacity, transmission, and ancillary services available to the Consortium that day. The daily market price quotes will be reviewed by the Consultant to establish whether the pricing is: (i) consistent with market prices and tariffs; and (ii) consistent with Agreement terms. If the daily market price quote is deemed unacceptable, the Consortium municipalities will not be obligated to accept the pricing. If the daily market price quote is deemed acceptable by the Consultant, the Consultant will inform the Consortium Designee of the price and pricing components and recommend acceptance. If accepted, a representative of each Consortium member municipality will affirm acceptance of the commodity price plus the approved Vendor Margin verbally and in writing to the selected Vendor on the same day.

4.2.1.2 Bidder-Generated Pricing Proposals (Optional). Bidders may, but are not required to, propose alternate pricing models for the provision of electricity supply to the Aggregation Programs. Bidders should describe its alternate proposals in sufficient detail to permit the Consortium to fully evaluate the proposals. The Consortium will not be obligated to accept alternative pricing model proposals, and reserves the right to reject any such alternative proposals.

- 4.2.2 Pricing Periods.** The selected Vendor shall provide commodity pricing proposals for the Initial Term and for annual renewal terms thereafter. The pricing periods will begin upon the commencement of electricity supply by the selected Vendor to the Aggregation Programs.”
- 4.2.3 Supply Mixes.** The selected Vendor shall be capable of providing fixed price commodity quotes for the following energy mixes:
- 4.2.3.1 Standard Supply Mix.** Electricity supply that includes the minimum resource mix required by the Illinois Renewable Portfolio Standard.
 - 4.2.3.2 Enhanced Renewable Energy Mix.** Electricity supply that exceeds the current renewable energy resource requirements of the Illinois Renewable Portfolio Standard by securing Renewable Energy Credits sourced through PJM-registered hydroelectric, wind, solar photovoltaic or captured methane-landfill gas. Bidder shall provide the cost premium associated with providing the Enhanced Renewable Energy Mix option at various specified levels up to 100%. Each municipality within the Consortium may accept an Enhanced Renewable Energy Mix at its own option.
 - 4.2.3.3 Enhanced Individual Renewable Energy Mix.** Electricity supply that includes the minimum level of renewable energy resources for the entire Aggregation Portfolio as required by the State of Illinois Renewable Portfolio Standard. Excess REC volumes are offered to individual Members seeking to increase their renewable energy mix for their own accounts. RECs are to be sourced from biomass, hydro, wind, solar photovoltaic, or landfill gas and certified by a reliable authority. Supplying the elevated number of RECs to Members on an individual basis will be a pricing option in the solicitation process. Costs associated with securing the excess RECs will be applied only to those Members that choose to secure the added RECs at their own option.
- 4.2.4 Fees Imposition.** Neither the municipality nor the selected Vendor shall impose any conditions, terms, fees, or charges on any Member served by the Program unless the particular term, condition, fee, or charge is clearly disclosed to the Member at the time the Member enrolls in, or chooses not to opt out of, the Program.
- 4.2.5 Enrollment and Disenrollment Charges.** The selected Vendor shall not assess any fees on Aggregation Program Members except in accordance with the Plan of Operation and Governance, as follows:
- 4.2.5.1 Early Termination.** The Vendor shall not charge any early termination fees to Members.
 - 4.2.5.2 Enrollment Fee.** The Vendor shall not charge any enrollment fees to Members. The Vendor will be encouraged but not required to guarantee that customers opting into the Aggregation Program after the initial Opt-Out Period will receive the same price, terms, and conditions as did the initial participants. The Vendor must fully inform the Member of the rate to be charged if it is different than the rate available to other Members.
 - 4.2.5.3 Switching Fee.** The Vendor shall not charge any switching fees to Members that change residency within the consortium. The Vendor shall continue service at the same rate and under the same terms and

conditions for any Member who relocates within the consortium prior to the expiration of the contract term, provided that the Member notifies the Vendor of his or her desire to do so with 30 days' notice. Moving within the consortium may cause the Member to be served for a brief period of time by ComEd.

4.3 PROPOSED AGREEMENT SUPPLY AND SERVICE TERMS: The Consortium will seek to preserve the following pricing terms in the Aggregation Program Agreement with the selected Vendor. Bidders may propose alternatives to the following specifications within their response to this RFP (please note the Specification Section Reference Number). The Consortium will not be obligated to accept alternative specifications, and reserves the right to reject proposals that contain any proposed revisions.

4.3.1 Electricity Supply. The selected Vendor shall supply firm power requirements to each of the accounts for which it is ultimately contracted to serve.

4.3.2 Transmission. The selected Vendor shall be responsible for acquiring and paying all necessary transmission services to the Point(s) of Delivery including all electricity commodity costs, PJM charges, congestion charges, distribution and transmission losses, and capacity charges. The selected Vendor shall be responsible for monitoring and negotiating interstate transmission discounts.

4.3.3 Billing. The selected Vendor shall make all arrangements to ensure that Aggregation Members continue to receive a single monthly bill from ComEd. Additionally, the selected Vendor shall ensure that the following fees continue to be collected and processed by ComEd: monthly payments, late payments, delivery charges and monthly service fee.

4.3.4 Data. The selected Vendor shall maintain a comprehensive and confidential database recording historical account information for the accounts enrolled under the Aggregation Program Agreement, and to maintain a current list of enrolled accounts, accounts that have opted out of the Aggregation Program, and accounts that have been added to the Aggregation Program.

4.3.5 Member Service. The selected Vendor shall maintain certain minimum levels of customer service including:

4.3.5.1 Program Management and Documentation. The selected Vendor shall have standard operating procedures in place that govern Member education, Opt-Out notification, customer inquiries, and public outreach regarding the Aggregation Program.

4.3.5.2 Confidentiality. The selected Vendor shall maintain the confidentiality of customer information.

4.3.5.3 Customer Service. The selected Vendor shall assist Aggregation Members with their inquiries. Concerns regarding service reliability should be directed to ComEd, billing questions should be directed to ComEd or the selected, and any unresolved disputes should be directed to the ICC. Inquiries from Aggregation Members should be managed within the following performance parameters:

4.3.5.3.1 Telephone Inquiries. The selected Vendor shall maintain a toll-free telephone access line which shall be available to Aggregation Members 24 hours a day, seven days a week. Trained company representatives shall be available to respond to customer telephone inquiries during normal business hours. After normal business hours, the access

line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours shall be responded to by a trained company representative on the next business day. Under normal operating conditions, telephone answer times by a customer representative, including wait time, shall not exceed 30 seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed 30 seconds. The Vendor shall submit reports to the municipality at least once per quarter, indicating that it has met these standards at least 90 percent of the time under normal operating conditions during the preceding quarter.

- 4.3.5.3.2 Internet and Email.** The selected Vendor shall establish and maintain a website for the Aggregation Members. The website shall provide basic information concerning the Aggregation program and shall facilitate customer inquiries by providing a platform for the submission of questions by email or text. Responses to inquiries submitted through the website platform shall be generated within 24 hours.
- 4.3.5.3.3 Multi-Lingual Services.** The selected Vendor shall provide customer service for Members requiring non-English verbal and written assistance.
- 4.3.5.3.4 Hearing Impaired.** The selected Vendor shall provide customer service for hearing-impaired Members.
- 4.3.5.4 Enrollments.** The selected Vendor shall be prepared to perform the following Aggregation account enrollment tasks:
 - 4.3.5.4.1 Opt-Out Notifications.** The selected Vendor shall manage the Opt-Out notification process under the supervision of the municipality and the Consultant and in compliance with Plan of Operation and Governance. A single database shall track account enrollment and billing data.
 - 4.3.5.4.2 New Accounts.** The selected Vendor shall facilitate the addition of new customer accounts to the Aggregation Programs during the term of the Aggregation Program Agreement.
 - 4.3.5.4.3 Re-Joining the Aggregation Program.** The selected Vendor shall assist Members that have Opted-Out to rejoin at a later date.
 - 4.3.5.4.4 Moving Within the Consortium and Maintaining the Same Account Number.** The selected Vendor shall continue service at the same rate and under the same terms and conditions for any Member who relocates within a Consortium member municipality prior to the expiration of the Agreement term, providing that the Member notifies the Vendor of its desire to do so with 30 days notice.
 - 4.3.5.4.5 Percentage of Income Payment Plan (PIPP).** The selected Vendor shall facilitate billing for residents enrolled in the PIPP bill payment assistance program for low-income residential customers. The selected Vendor shall

also notify PIPP customers of the consequences of participating in the Aggregation Program.

4.3.5.5 Other. The selected Vendor shall accept the following terms:

4.3.5.5.1 Credit/Deposit Requirements. Collection and credit procedures are to be the responsibility of ComEd and the individual Member. Members will be required to comply with the payment terms of ComEd and/or the Vendor. The municipalities will not be responsible for late payment or non-payment of any Member accounts. Neither the municipality nor the Vendor shall have a separate credit or deposit policy.

4.3.5.5.2 Reliability of Power Supply. The Program will only affect pricing for the generation source of power. ComEd will continue to deliver power through their transmission and distribution systems. Responsibility for maintaining system reliability continues to rest with ComEd. If Members have service reliability problems, they should contact ComEd for repairs. The ICC has established "Minimum Reliability Standards" for all utilities operating distribution systems in Illinois. Member outages, duration of outages, interruptions, etc., are monitored to ensure reliability remains at satisfactory levels. In addition to maintaining the "wires" system, ComEd is required to be the "Provider of Last Resort." This means, should the selected Vendor fail for any reason to deliver any or all of the electricity needed to serve the Members' needs, ComEd will immediately provide any supplemental electricity to the Members as may be required. ComEd would then bill the Vendor for the power provided on their behalf, and the Members would incur no additional cost.

4.3.6 Agreement Monitoring. The selected Vendor shall be responsible for the faithful performance of the Aggregation Program Agreement and shall have internal monitoring procedures and processes to ensure compliance.

4.3.6.1 Recording. The selected Vendor shall assist the Consortium municipalities in developing a performance scorecard with conditions, milestones, requirements, or timetables that must be met before additional steps may be taken or payment is due. The scorecard may additionally record matters related to price, service, quality and other factors deemed important.

4.3.6.2 Cooperation. The selected Vendor shall cooperate with the Consortium municipalities in monitoring and tracking Program activity. This may require the selected Vendor to report progress, problems and proposed resolutions, performance records, allow random inspections of its facilities (upon the provision of not less than 48 hours' advance notice), participate in scheduled meetings and provide management reports as requested by the Consortium municipalities.

4.4 PROPOSED DELIVERY SPECIFICATIONS. The Consortium will seek to preserve the following pricing terms in the Aggregation Program Agreement with the selected Vendor. Bidders may propose alternatives to the following specifications within their response to this RFP (please note the Specification Section Reference Number). The

Consortium will not be obligated to accept alternative specifications, and reserves the right to reject proposals that contain any proposed revisions.

4.4.1 Quality and Measurement. The selected Vendor shall warrant that the electricity sold and delivered shall be of the specifications required by PJM and ComEd. The selected Vendor shall indemnify the Consortium, its member municipalities, and the Aggregation Members, and shall hold them harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from the Vendor's breach of this warranty.

4.4.2 Title. The selected Vendor shall warrant that it possesses good marketable title to all electricity sold, and is free from all liens and adverse claims. The selected Vendor must warrant title only up to the Point of Delivery.

4.4.3 Delivery. The selected Vendor shall deliver all electricity supplied under the Aggregation Program Agreement to the Aggregation Members at the Point of Delivery.

4.5 BIDDER QUALIFICATIONS. Bidders are provided the following list of qualification metrics deemed to establish the capacity and capability of a Bidder to service as the Vendor for the Consortium Municipal Aggregation. Bidders shall provide responses to each item listed, and shall also identify other qualifications the Bidder believes to be relevant to this RFP.

4.5.1 Licenses and Registrations. The Bidder shall demonstrate that it is allowed to sell electricity at retail to residential and small commercial customers in Illinois. Documentation should include:

4.5.1.1 Documentation of service authority from the ICC as a certified retail electric supplier and any and all other licenses or certifications required by the ICC;

4.5.1.2 Company's bond posting with the ICC;

4.5.1.3 Registration and certification of authority as a retail electric supplier for ComEd residential and small commercial customers;

4.5.1.4 Written commitment to comply with all applicable laws and regulations of the State of Illinois;

4.5.1.5 Docket number and date FERC Power Marketing Authority obtained;

4.5.1.6 Date Alternate Retail Electric Supplier license in the State of Illinois was obtained; and

4.5.1.7 Documentation that supplier has access to capacity resources as a Load Serving Entity in PJM and is able to make use of existing transmission facilities to deliver power to Aggregation Members.

4.5.2 Systems: The Bidder shall demonstrate that it has existing systems that will ensure a smooth notification and enrollment process for the Aggregation Programs. Documentation should include:

4.5.2.1 Service Agreement for Network Integration Transmission Service under Open Access Transmission Tariff;

4.5.2.2 Documentation of an Electronic Data Interchange computer network that is fully functional at all times and includes back-up file saving systems, and is capable of handling the ComEd residential and small commercial retail electric customers in the Consortium;

4.5.2.3 Description of the features and benefits of Bidder's existing customer database system. Please include at least the following:

4.5.2.3.1 Platform description and specifications;

4.5.2.3.2 Exportability of data;

4.5.2.3.3 Frequency of data updates;

- 4.5.2.3.4 Standard reports availability (type and description); and
- 4.5.2.3.5 Special features;
- 4.5.2.4 Report on the number of accounts enrolled in the ComEd service region within the past three years by the Bidder or its affiliates:
 - 4.5.2.4.1 Identify the number of accounts under management in each of the prior three years;
 - 4.5.2.4.2 Identify the specific steps utilized to enroll accounts; and
 - 4.5.2.4.3 Report the average time from enrollment to flow of contracted power for newly enrolled accounts.
- 4.5.3 **Marketing and Support Services:** The Bidder shall demonstrate that it has the materials, time and resources to support Program marketing, outreach and education tasks. Documentation should include:
 - 4.5.3.1 Proof of an existing local or toll-free telephone number for customer service and complaints related to the Aggregation Program;
 - 4.5.3.2 Bidder's detailed plan for reaching and servicing multi-lingual customers or customers with disabilities as per the requirements;
 - 4.5.3.3 Samples of a website to support the Aggregation Members;
 - 4.5.3.4 Education materials:
 - 4.5.3.4.1 Samples of marketing materials;
 - 4.5.3.4.2 Draft calendar, identifying measures to be executed after acceptance of the Aggregation Program Agreement; and
 - 4.5.3.4.3 Descriptions of proposed modes of communications (print, mailing, broadcast, etc.); and
 - 4.5.3.5 Opt-Out processes:
 - 4.5.3.5.1 Samples of Opt-Out materials (letters, forms, etc.); and
 - 4.5.3.5.2 Commitment to use only materials specifically approved by the member municipalities of the Consortium.
- 4.5.4 **Corporate Structure and Financial Capacity:** The Bidder shall demonstrate that it has sufficient personnel, management expertise, and financial capacity.
 - 4.5.4.1 Describe how Bidder's corporate structure facilitates the sale of energy power supplies to the residential and small commercial retail customers in the Consortium:
 - 4.5.4.1.1 Identify key management members, including biographies;
 - 4.5.4.1.2 Provide chart of corporate departments, affiliates and units; and
 - 4.5.4.1.3 Identify the staff to be assigned to the Consortium member municipalities' Aggregation Programs, including resumes, office locations, years in the industry, and years employed by Bidder.
 - 4.5.4.2 Submit the Bidder's (or the Bidder's parent company's) most recent audited annual report that identifies its long term credit rating. The following table will be used to cross reference credit ratings from the various credit rating agencies:

Agency	Standard and Poor's	Fitch
Moody's		
Aaa	AAA	AAA
Aa	AA	AA
A	A	A
Baa	BBB	BBB

Bidders that are subsidiaries of corporate parent companies are required to provide a letter of acknowledgement from the parent firm citing that the parent company carries the financial liability of the Bidder.

4.5.4.3 Complete and submit the Forms included in Attachment C to this RFP.

5. INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS

5.1 GENERAL INSTRUCTIONS:

- 5.1.1 These instructions provide Bidders with all necessary information for preparing and submitting a Proposal to the Consortium. They prescribe the format and content of the Proposal. They also provide dates, locations and other information specific to this solicitation. They are designed to facilitate a fair and uniform review process. Failure to adhere to the Proposal requirements will affect the Consortium's evaluation and may result in disqualification of the Proposal.
- 5.1.2 The Proposal must provide all information requested in this RFP. Bidders may propose alternatives to the Specifications within their Proposals (please note the Specification Section Reference Number). The Consortium will not be obligated to accept alternative specifications, and reserves the right to reject proposals that contain any proposed revisions. All terms to which the Bidder does not suggest an exception or modification will be deemed by the Consortium as having been accepted by the Bidder.
- 5.1.3 Proposals, including suggested exceptions to requirements and contract modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative of Bidders.
- 5.1.4 The Proposal must be submitted in a sealed envelope or container, and must be labeled with the following information: Consortium's Name and Address, RFP Title and Reference Number, Due Date and Time, and Vendor's Name.

5.2 PROPOSAL FORMAT: The following documents and responses shall be included in the Proposal and tabbed as such in the order given below:

- 5.2.1 **TRANSMITTAL LETTER:** An individual authorized to legally bind the Bidder must sign the transmittal letter. The person who signs the transmittal letter will be considered the contact person for all matters pertaining to the Proposal unless the Bidder designates another person in writing. The letter must include the Bidder's mailing address, e-mail address, fax and telephone numbers.
- 5.2.2 **TABLE OF CONTENTS:** Bidders must include a table of contents in its Proposal. Proposals must be page-numbered sequentially from front to back.
- 5.2.3 **VALIDATION OF AGREEMENT SPECIFICATIONS:** Bidders must respond to the Specifications set forth in Sections 4.1 through 4.4 of this RFP. Bidders should indicate that they: (i) understand the individual specification; (ii) can meet the specification by either positive validation or providing documentation; and/or (iii) propose an alternative to the specification. The Consortium has provided a form in Attachment C to assist Bidders in responding to the Specifications. Proposals must be fully responsive to each Specification of the RFP. Any deviations from the Specifications or any Specifications that the Bidder cannot satisfy will affect the evaluation of the Proposal and may disqualify the Bidder.
- 5.2.4 **PROOFS OF QUALIFICATIONS:** Bidders must respond to the questions and requests for documentation set forth in Section 4.5 of this RFP. Proposals must be fully responsive to each Specification of the RFP. Any deviations from the Specifications or any Specifications that the Bidder cannot satisfy will affect the evaluation of the Proposal and may disqualify the Bidder.
- 5.2.5 **REQUIRED FORMS:** Bidders must complete and submit the required business information and proposal forms contained in Attachment E to this RFP.

6. HOW THE CONSORTIUM WILL EVALUATE PROPOSALS

6.1 EVALUATION STEPS: The evaluation and award process will include:

- 6.1.1 Review of the Proposals to assess bidder responsibility.
- 6.1.2 Evaluation of the requirements set forth in this RFP, which may include criteria to determine acceptability such as inspection of required submittals, quality, workmanship, delivery, and suitability for the particular purpose required by the Consortium. These costs will be measured objectively. No Proposal shall be evaluated for any requirements or criteria that are not disclosed in the RFP.
- 6.1.3 Clarifications, discussions, presentations and referral checks.
- 6.1.4 Determination of the lowest responsible Bidder, whose Proposal meets the requirements and criteria set forth in this RFP.
- 6.1.5 Determination whether it is in the best interests of the Consortium to recommend the award of the Agreement to the lowest responsible and responsive Bidder.
- 6.1.6 Award recommendation for selected Bidder.
- 6.1.7 Price and contract negotiation with the Selected Bidder.
- 6.1.8 Approval of Aggregation Program Agreement with selected Vendor by the corporate authorities of each member municipality.

6.2 CRITERIA FOR EVALUATION AND AWARD: The Consortium will evaluate five (5) categories of information: administrative compliance, vendor responsibility, responsiveness, credit, and price. All Proposals must meet the following administrative and responsibility criteria. Bidders will receive scores in each of the four categories. The four categories do not carry the same weighting. Recommendation for award selection will be based on the total number of points, not simply price.

- 6.2.1 **Administrative Compliance:** The Consortium will determine whether the Proposals comply with the instructions in this RFP. **The Consortium will not open, and will reject, Proposals submitted after the deadline. Failure to meet other requirements specified in this RFP may also result in rejection of the Proposal.**
- 6.2.2 **Vendor Responsibility:** The Consortium will determine whether the Bidder submitting the Proposal is an entity with which the Consortium can or should do business. Factors that may be evaluated to determine “responsibility” include, but are not limited to: certifications, conflict of interest disclosures, taxpayer identification number, past performance, references (including those found outside the Proposals), compliance with applicable laws, financial stability and the perceived ability to perform as specified. A Bidder must have financial resources sufficient, in the opinion of the Consortium, to ensure performance of the Agreement and must provide proof upon request. Any failure to supply information, and the Consortium's determination of the quality of the information, will affect the evaluation and may result in rejection.
- 6.2.3 **Professional Qualifications:** The Consortium will score Bidders according to their presented ability to meet the qualifications identified in Section 4 of this RFP.
- 6.2.4 **Pricing Proposals:** The Consortium will identify the lowest cost Proposal according to the Bidders' pricing submittals provided in the Pricing Form included in Attachment E.

7. PROCUREMENT NOTICES AND REQUIREMENTS

7.1 NOTICES CONCERNING REQUIREMENTS FOR THIS RFP:

7.1.1 RESPONSIBILITY TO READ AND UNDERSTAND: Failure to read, examine and understand the RFP will not excuse any failure to comply with the requirements of the RFP or any resulting Agreement, nor will such failure be a basis for claiming additional compensation. If a Bidder suspects an error in this RFP, the Bidder must immediately notify the RFP Contact listed in Section 3.2 of the RFP. The Consortium will issue written instructions and clarifications, if appropriate.

7.1.2 AMENDMENTS TO THE RFP: The Consortium reserves the right to amend the RFP at any time. The Bidder must acknowledge receipt of an amendment in its Proposal. The amendments must be signed by an individual legally authorized to legally bind the Bidder and included in the Proposal. If the amendment occurs after the closing date for receipt of Proposals, the Consortium may, in its sole discretion, allow Bidders to amend their Proposals in response to the Consortium's amendment if necessary.

7.2 NOTICES CONCERNING BIDDING SUBMISSION:

7.2.1 SUBMISSION OF PROPOSALS: Bidders may mail or hand-deliver Proposals. The Consortium will not accept email, fax, or other electronic submissions, and must actually receive submissions as specified. It will not be sufficient to show that a Bidder mailed or commenced delivery before the due date and time. All times are State of Illinois local times. Bidders must allow adequate time to accommodate all security screenings prior to delivery at the delivery site.

7.2.2 RESERVATIONS: Proposals submitted are offers only, and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the firms submitting proposals. The Consortium and its member municipalities reserve the right to accept the Proposal that is, in their judgment, the best and most favorable to the interests of the municipalities and to the public; to reject the low price Proposal; to accept any item of any Proposal; to reject any and all Proposals; and to waive irregularities and informalities in any proposal submitted or in the RFP process; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their Proposals. Submission of a Proposal confers on Bidders no right to an award or to a subsequent Agreement. The RFP process is for the Consortium's benefit only, and is to provide the Consortium with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms and conditions will be made solely at the Consortium's discretion and made to favor the Consortium.

7.2.3 COST OF PREPARATION: Issuance of this RFP does not obligate the Consortium or any of its member municipalities to pay any costs incurred by a respondent in its submission of a Proposal or making any necessary studies or designs for the preparation of that Proposal, or for procuring or contracting for the services to be furnished under this RFP.

7.2.4 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT: The Consortium may treat all information submitted by a Bidder as public information following the conclusion of the selection process unless the Bidder requests that information be treated as confidential at the time of submittal. All

information submitted is subject to the Illinois Freedom of Information Act (“FOIA”) (5 ILCS 140/1 *et seq.*) and other applicable laws and rules.

Bidders are encouraged to familiarize themselves with the FOIA before submitting a Proposal. The municipalities within the Consortium will permit inspection and/or copying of public records as required to comply with FOIA. Any request for confidential treatment of information must be included in the transmittal letter with the Bidder’s Proposal. In addition, the Bidder must enumerate the specific grounds in the FOIA, or other applicable law which support treatment of the material as exempt from disclosure. The request for confidential treatment must also include the name, address, and telephone number of the person authorized by the Bidder to respond to inquiries by the Consortium concerning the confidential status of the materials.

Any Proposal that contains confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Identification of the entire Proposal as confidential may be deemed non-responsive and disqualify the Bidder. If the Bidder designates any portion of the Proposal as confidential, the Bidder must submit one copy of the Proposal from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in Section 3 of the RFP, “Key Information about this RFP.” The confidential material must be excised in a way that the public may determine the nature of the material removed and understand as much of the Proposal as possible.

The Consortium will treat as confidential the information marked confidential. In the event the Consortium receives a request for information marked confidential, it will give the Bidder written notice as soon as practicable after receipt of the request, to allow the Bidder to seek injunctive relief pursuant to FOIA. Absent the granting of such relief, the Consortium shall release the information as required pursuant to FOIA. The Bidder’s failure to request confidential treatment of material will be deemed by the Consortium and its member municipalities as a waiver of any right to confidentiality.

7.2.5 VERIFICATION OF PROPOSAL CONTENTS: The content of a Proposal submitted by a Bidder is subject to verification. Misleading or inaccurate responses may result in disqualification.

7.2.6 PRESENTATIONS: Bidders may be required to make a presentation of the Proposal. The presentation may occur at a location to be designated by the Consortium. The determination as to need for presentations, the location, order, and schedule of the presentations is at the sole discretion of the Consortium. The presentation may include slides, graphics and other media selected by the Bidder to illustrate the Bidder’s Proposal. The presentation will not materially change the information contained in the Proposal.

7.3 NOTICES CONCERNING THE REVIEW AND EVALUATION OF PROPOSALS:

7.3.1 INFORMATION FROM OTHER SOURCES: The Consortium reserves the right to obtain and consider information from other sources concerning a Bidder, such as the Bidder’s capability and performance under other contracts.

7.3.2 CRIMINAL HISTORY AND BACKGROUND INVESTIGATION: The Consortium reserves the right to conduct criminal history and other background investigation of the Bidder, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the Bidder for the performance of the Agreement.

7.3.3 PROPOSAL CLARIFICATION PROCESS: The Consortium reserves the right to contact a Bidder after the submission of Proposals for the purpose of clarifying a Proposal to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Bidder has provided goods or services to the municipalities within the Consortium or to any other political subdivision wherever located, or requests for corrective pages in the Bidder's Proposal. The Consortium will not consider information received if the information materially alters the content of the Proposal or alters the type of goods and services the Bidder is offering to the Consortium. An individual authorized to legally bind the Bidder must sign responses to any request for clarification. Responses must be submitted to the Consortium within the time specified in the request. Failure to comply with requests for additional information may result in rejection of the Proposal as noncompliant.

7.3.4 DISPOSITION OF PROPOSALS: All Proposals become the property of the Consortium and will not be returned to the Bidder. Those Proposals will be in the public domain and will be open to inspection by interested parties, subject to exceptions provided in FOIA or other applicable law.

7.3.5 COPYRIGHTS: By submitting a Proposal, the Bidder agrees that the Consortium may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. The Bidder consents to such copying by submitting a Proposal and warrants that such copying will not violate the rights of any third party. The Consortium will have the right to use ideas or adaptations of ideas that are presented in the Proposals.

7.4 NOTICES CONCERNING REQUIREMENTS FOR CONTRACTS RESULTING FROM THE RFP:

7.4.1 AGREEMENT NEGOTIATIONS: Bidders must be prepared for the Consortium to accept the Proposal as submitted, but Agreement negotiations may be necessary or desirable at the Consortium's sole option. If negotiations do not result in an acceptable agreement, the Consortium may reject the Proposal or revoke the award and may begin negotiations with another Bidder. Final Agreement terms must be approved or signed by the appropriately authorized municipal official(s).

7.4.2 COMMENCEMENT OF WORK: Any work performed by Bidder prior to the final approval and execution of the Aggregation Program Agreement is at Bidder's own risk.

7.4.3 DEFINITION OF AGREEMENT: The Aggregation Program Agreement included with this RFP, along with any amendments or addenda, shall constitute the written Agreement between the successful Vendor and each member municipality of the Consortium. The full execution of the Aggregation Program Agreement shall constitute the making of a contract, and no Bidder shall acquire any legal or equitable rights relative to the Aggregation Program Agreement until the Agreement has been fully executed by the successful Vendor and the applicable municipality.

END OF REQUEST FOR PROPOSALS

ATTACHMENT A: CONSORTIUM MUNICIPAL AGGREGATION PLAN OF OPERATION AND GOVERNANCE

Lakeshore Power Alliance: Plan of Operation & Governance

April 24, 2012

This Plan is in draft format. For the most up to date plan,
please contact the Village Manager's Office at
847-853-7509.

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I. HISTORY AND PURPOSE OF MUNICIPAL AGGREGATION

Pursuant to Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92, the Village of Wilmette is authorized to aggregate the electric loads of small commercial and residential customers located within its municipal boundaries (herein referred to as “municipal aggregation”). As part of the municipal aggregation, the Village of Wilmette may select a retail electric supplier and enter into a service agreement to facilitate the purchase of electricity and related services and equipment on behalf of its residents and small businesses.

Additionally, the Act also states:

The corporate authorities or county board may also exercise such authority jointly with any other municipality or county. Two or more municipalities or counties, or a combination of both, may initiate a process jointly to authorize aggregation by a majority vote of each particular municipality or county as required by this Section.

The municipalities of Wilmette and Kenilworth voluntarily and through a formal Intergovernmental Agreement, have formed the “Lakeshore Power Alliance” (“Consortium”) to facilitate their cooperation toward obtaining the lowest possible electricity rates for their respective residents and small businesses. The Consortium seeks to collectively aggregate the retail electric loads of eligible residents and small commercial retail accounts and to solicit bids for the purchase of that electricity. The Consortium intends to solicit bids seeking various pricing options, contract terms, and options for increased volumes of renewable energy. With an estimated 10,000 eligible electric accounts, the Consortium has the potential to attract lower rates than the current default tariff service rate for its residents and small businesses.

In accordance with the Act, on December 11, 2011, the Village approved Resolution #2011-R-47, authorizing the placement of a referendum on the March 20, 2012 ballot, seeking authority to create an opt-out municipal aggregation program for its residents and small business customers. Voters approved the municipal aggregation referendum at the March 20, 2012 primary election.

After the passage of the referendum, the Consortium retained the services of a Consultant to assist with planning and implementing the Program, bidding and selecting the electricity supplier, and advising Consortium participating municipalities on public outreach and education related to municipal aggregation.

Residential and small commercial retail customers often lack the resources to conduct due diligence and negotiate favorable terms with alternate retail electric suppliers on their own. The Program not only provides these services, but provides the bargaining power achieved through the size of the Consortium. The municipal aggregation program is designed to reduce the amount that residents and small businesses pay for electric energy power supply and gain other favorable terms of service.

Neither the Consortium nor its participants will buy or resell power. Rather, the Consortium will competitively bid and negotiate a contract with a competent and licensed alternative retail electric supplier (ARES) on behalf of the Consortium participants to provide electric supply at contracted rates to residents and small businesses in each Consortium community. The ARES

shall provide accurate and understandable pricing and facilitate opt-out notifications. The ARES will also perform ancillary services for the Consortium participants as described in this Plan.

Because the Village adopted an opt-out aggregation program, all eligible customers located within the Village will participate in the Program unless they affirmatively elect to opt out of the Program. By identifying the procedures by which customers may opt-out of the Program, the Village ensures that participation is voluntary and individuals have the ability to decline to participate.

As required by law, this Plan of Operation and Governance describes the Village plan for:

- 1) Providing universal access to all applicable residential customers and equitable treatment of applicable residential customers;
- 2) Providing demand management and energy efficiency services to each class of customers; and
- 3) Meeting any other legal requirements concerning aggregated electric service.

Consortium participants conducted a public outreach campaign to educate Consortium residents and small businesses about the Program, and to gather input regarding their preferences for the development of this Aggregation Plan of Operation and Governance. Outreach efforts included public meetings, two statutorily-required public hearings, press releases, and discussions with organizations and residents with a background in energy matters.

The Village, the Consultant, and the selected ARES will follow the Plan of Operation and Governance set forth in this document. Amendments to this Plan of Operation and Governance may be adopted in accordance with the Act at the option of the Village.

II. DEFINITIONS

In order to clarify certain terminology, the following terms shall have the meanings set forth below:

“Act” shall refer to the Illinois Power Agency Act, 20 ILCS 3855/1-1 *et seq.*

“Aggregation” or “Municipal Aggregation” shall mean the pooling of residential and small commercial retail electrical loads located within the municipality for the purpose of soliciting bids and entering into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment, all in accordance with Section 1-92 of the Act.

“Aggregation Consultant” or “Consultant” shall refer to any independent consultant with demonstrated expertise in electric supply contracting that is retained by the Village to assist with the implementation of the Program.

“Aggregation Member” or “Member” shall mean a residential or small commercial retail electric account enrolled in the Village Municipal Aggregation Program.

“Aggregation Program” or “Program” shall mean the program established by the Village to provide residential and small commercial members in the Village with retail electric supply as described in this Plan.

“Alternative Retail Electric Supplier” or “ARES” shall mean an entity certified by the ICC to offer electric power or energy for sale, lease or in exchange for other value received to one or more retail customers, or that engages in the delivery or furnishing of electric power or energy to such retail customers, and shall include, without limitation, resellers, aggregators and power marketers, but shall not include the Electric Utility or the Aggregation Members. For purposes of this Plan, the definition of Alternative Retail Electric Supplier is more completely set forth in 220 ILCS 5/16-102.

“Ancillary Services” shall mean the necessary services that shall be provided in the generation and delivery of electricity. As defined by the Federal Energy Regulatory Commission, “Ancillary Services” include, without limitation: coordination and scheduling services (load following, energy imbalance service, control of transmission congestion); automatic generation control (load frequency control and the economic dispatch of plants); contractual agreements (loss compensation service); and support of system integrity and security (reactive power, or spinning and operating reserves).

“Commonwealth Edison” or “ComEd” shall mean the Commonwealth Edison Utility Company as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within the Consortium municipalities.

“Consortium” shall mean the Lakeshore Power Alliance.

“Default Tariff Service” shall mean the electricity supply services available to eligible retail customers of the Electric Utility.

“Electric Utility” shall mean Commonwealth Edison, as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within the Village.

“Eligible Retail Customer” shall mean a residential and small commercial retail customer of the Utility.

“ICC” shall mean the Illinois Commerce Commission as described in 220 ILCS 5/2-101.

“IPA” shall mean the Illinois Power Agency.

“Joint Power Supply Bid” shall mean the single procurement process utilized by the Consortium on behalf of its participating municipalities to solicit price and service offers from certified Alternative Retail Electric Suppliers.

“Load” shall mean the total demand for electric energy required to serve the Village residential and small commercial customers in the Aggregation Program.

“Opt-Out” shall mean the process by which a Member who would be included in the Program chooses not to participate in the Program.

“Opt-Out Notice” shall mean the notice delivered to each Member by the ARES, identifying the procedures and protocols for the Member to opt out of, and choose not to participate in, the Program.

“PIPP” shall mean a Percentage of Income Payment Plan created by the Emergency Assistance Act, 305 ILCS 20-18, to provide a bill payment assistance program for low-income residential customers.

“PJM” shall mean the PJM Interconnection, a regional transmission organization that coordinates the movement of wholesale electricity in all or parts of 13 states and the District of Columbia including the Commonwealth Edison service territory.

“Plan” shall mean this Aggregation Plan of Operation and Governance.

“Aggregation Program Agreement” shall mean the contract between the Village and the Alternative Retail Electric Supplier.

“REC” shall mean Renewable Energy Credits certified in a manner consistent with the requirements of the Illinois Renewable Portfolio Standard.

“Retail Customer Identification Information” shall mean the retail customer information supplied by the Electric Utility to the ARES in connection with the implementation of the Aggregation Program.

“Small Commercial Retail Customer” shall mean a retail customer that consumes 15,000 kilowatt hours or less of electricity; provided, however, that the definition of Small Commercial Retail Customer shall include such other definition or description as may become required by law or tariff.

“Village” shall mean the Village of Wilmette.

III. ROLE OF THE CONSORTIUM

- A. The Consortium, with the assistance of the Consultant, will conduct a Joint Power Supply Bid, utilizing the agreed-to technical specifications, bidder requirements, bidding processes, and contract documents, to select a single Alternative Retail Electric Supplier (ARES). The Consortium will evaluate the bids received and will recommend a single Alternative Retail Electric Supplier to serve as the electricity supplier to all participating municipalities in the Consortium.
- B. After passage of the referenda within the Consortium participant municipalities, the Consortium, with the assistance of the Consultant, prepared and submitted to ComEd a warrant, demonstrating the passage of each Consortium participant’s referendum and requesting the identification of retail and small commercial electric customer account information and generic load profiles for each Consortium participant.
- C. After the adoption of this Plan, the corporate authorities of the Village will consider approval of the Aggregation Program Agreement with the selected ARES for the provision of electrical power to the Village’s Program pursuant to the Joint Power Supply Bid.
- D. After the adoption of this Plan, the Consortium, with the assistance of the Consultant, shall prepare data requests for each Consortium participant to submit to ComEd seeking the generic account data of residential and small commercial retail customers for the Consortium participant.

IV. ROLE OF THE VILLAGE

- A. The Village shall be responsible for all financial obligations identified in the Intergovernmental Agreement establishing the Consortium.
- B. The Village shall be responsible for issuing all required public notices and conducting all required public hearings concerning this Plan, and any amendments thereto, in accordance with Section 1-92 of the Act.
- C. The Village shall be responsible for providing the Consultant and ARES with resources and publicly available material to screen out customers who are not located within the municipal boundaries. Those resources may include any or all of the following: property records, water and/or sewer records, fire and/or police department address records, 911 address records, street listings, and maps.
- D. The Village shall adopt: (1) an ordinance authorizing an opt-out electric aggregation program; and (2) this Plan of Operation and Governance.
- E. The Village may accept or reject the Consortium's selected ARES or Aggregation Program Agreement. The Village is under no obligation to enter into any Aggregation Program Agreement with any ARES and may, in its discretion, choose to have its aggregation members remain on ComEd's default tariff service, or to re-bid the electric service under the same or amended terms of this Plan.
- F. The Village and Consultant will review the customer list to remove ineligible customers; provided however, that the Village and Consultant shall have no responsibility to potential aggregation Members or the ARES for the accuracy of the customer account information provided.
- G. The Village shall forward to ComEd requests for consumer account data.
- H. The Village will maintain the customer information it receives in a confidential manner as required by law, and will use that information only for purposes of its Municipal Aggregation. The Village may assign access to the customer information to the Consultant for the purposes of soliciting supply and service bids on behalf of the Village. The Consultant is bound by confidentiality requirements in this regard, and shall only access and utilize consumer data at the direction of the Village. Customer account information will be considered confidential and will not be disclosed under the Freedom of Information Act, except as required by law.
- I. The Village is not responsible for providing electricity to the members of the Aggregation, or for billing or collecting for electricity provided under any ARES Aggregation Program Agreement, and has no responsibility beyond the duties described herein. ComEd will continue to provide a single bill to Aggregation Members for all electrical charges.

V. ROLE OF THE AGGREGATION CONSULTANT

- A. Duties. The Aggregation Consultant shall advise the Consortium and the Village and shall assist the Village with the development and implementation of its Municipal Aggregation Program, including advising staff and elected officials on all aspects of the program;

developing all necessary documents, soliciting and reviewing bids received, making recommendations as appropriate, and monitoring the ARES' compliance with the requirements of the Aggregation Program Agreement.

- B. Required Independence and Disclosures. As required by the Electric Service Customer Choice Act, 220 ILCS 5/16-101 *et seq.*, the Consultant will be in a fiduciary relationship with the Consortium and owes the Consortium and its participating municipalities the duty of loyalty and independent judgment. The Consultant will be disqualified if it acts as the agent for any ICC-certified ARES. It is the duty of the Consultant to disclose any such relationships to the Consortium and to the Village and to terminate its agency for the ARES in the event of such a relationship. Breach of these terms may result in the termination by the Consortium of the agreement between the Consortium and the Consultant.
- C. Fee. The Consultant shall be paid directly by the Consortium in accordance with the separate agreement between the Consortium and the Consultant.
- D. Confidentiality. The Consultant shall not have access to any confidential customer account information unless so allowed by the Village and bound by a confidentiality agreement. In the event the Consultant becomes privy to any confidential customer account information, it agrees not to use that information for any purposes outside the scope of the services provided by its agreement with the Consortium, and specifically agrees not to use for itself, or to sell, trade, disseminate or otherwise transfer, that information to any other party for any purpose other than in furtherance of the Aggregation Program.
- E. Consortium Assistance. The Consultant shall advise the Village on any changes in laws, rules, tariffs or any other regulatory matter that impacts the Aggregation during the term of the Aggregation Program Agreement.
- F. Ownership of Work Product. The Consultant shall not: (1) use any Village or Consortium work product for any other client; or (2) represent any Village or Consortium work product as its own.

VI. AGGREGATION PROGRAM AGREEMENT

The Village, at its option, will execute a Aggregation Program Agreement with the selected ARES, in accordance with the following:

- A. Term. The Village's first Aggregation Program Agreement shall be for a minimum of a six month period. If the Agreement is extended or renewed, the Consultant will notify the Village of changes in the rules of the ICC and IPA that require changes in rates or service conditions. The Village will have the discretion to set the length of any subsequent contract term.
- B. Rate. The agreement shall specify the approved rates and the power mix for the Program, and shall specify additional fees (if any).
- C. Supply of Power. The ARES shall supply electricity for the program that includes: (1) the minimum renewable energy resources required by the State of Illinois Renewable Portfolio Standard; and (2) at the option of the Village, electricity that exceeds the current renewable energy resource requirements of the Illinois Renewable Portfolio Standard by securing

Renewable Energy Credits sourced through PJM-registered hydroelectric, wind, solar, photovoltaic or captured methane-landfill gas.

- D. Compliance with Requirements in the Bid. The agreement shall require the ARES to maintain all required qualifications, and to provide all services required pursuant to the Joint Power Supply Bid.
- E. Compliance with Plan. The Agreement shall require the ARES to provide all services in compliance with this Plan, as may be amended. Specifically, and without limitation of the foregoing, the ARES shall provide the Village with such reports and information as required in this Plan.
- F. Non-Competition. The ARES must agree not to solicit or contract directly with eligible Aggregation Program members for service or rates outside the Aggregation Program, and agrees not to use the member information for any other marketing purposes.
- G. Hold Harmless. The ARES must agree to hold the Village harmless from any and all financial obligations arising from the Program.
- H. Insurance. The ARES shall obtain and maintain, for the duration of the Aggregation Program Agreement, such proof of insurance and performance security as the Village deems necessary.
- I. Additional Services. The Agreement may provide that the ARES will assist the Village in developing a Member Education Plan. The Agreement may provide that the ARES will assist the Village in developing Energy Efficiency and/or Demand Response programs. The Agreement will not preclude the Village from developing its own Member Education, Energy Efficiency, and Demand Response programs.
- J. Fees and Charges:
 - 1. Additional Fees Prohibited. Neither the Village nor the ARES will impose any terms, conditions, fees, or charges on any Member served by the Program unless the particular term, condition, fee, or charge is: (a) identified in this Plan; and (b) clearly disclosed to the Member at the time the Member enrolls in, or chooses not to opt out of, the Program.
 - 2. ComEd will continue to bill for late payments, delivery charges, and monthly service fees. These charges apply whether or not a Member switches to the ARES.
 - 3. Termination, Enrollment, and Switching Fees shall not be charged.
- K. Costs. All costs of the aggregation program development and administration will be paid by the ARES.
- L. Termination of Service.
 - 1. End of Term. The Aggregation Program Agreement with the ARES will terminate upon its expiration.

2. Early Termination. The Village will have the right to terminate the Aggregation Program Agreement prior to the expiration of the term in the event the ARES commits any act of default. Acts of default include but are not limited to the following:
 - a. Breach of confidentiality regarding Member information;
 - b. The disqualification of the ARES to perform the services due to the lapse or revocation of any required license or certification identified as a qualification in the Joint Power Supply Bid;
 - c. ComEd's termination of its relationship with the ARES;
 - d. Any act or omission which constitutes deception by affirmative statement or practice, or by omission, fraud, misrepresentation, or a bad faith practice;
 - e. Billing in excess of the approved rates and charges;
 - f. Billing or attempting to collect any charge other than the approved kWh rates and contractually approved charges; or
 - g. Failure to perform at a minimum level of customer service required by the Village.

Upon termination for any reason, the Village will notify ComEd to return the Aggregation Members to the Default Tariff Service. Upon termination, each individual Member will receive written notification from the Village of the termination of the Program.

VII. PRICING

- A. Pricing Methodology. The Village and the Consortium intend to establish a price for the purchase of electricity for the Program by first setting a fixed price for the vendor margin to be paid to the selected ARES, and then by adding the established vendor margin to the market price. The Village and the Consortium reserve the right to establish a price through a different methodology as may be developed by the Village, the Consortium, and the selected ARES.
- B. Commodity Price Settlement. The Consortium and the Consultant will request and receive from the selected ARES daily market price quotes upon: (i) the approval of the referendum in each municipality participating in the Consortium; (ii) approval by each municipality of the Program and the Plan; and (iii) execution by each municipality of its Aggregation Program Agreement with the selected ARES. The daily market price quotes will detail the line item costs of energy supply, capacity, transmission, ancillary services, and vendor margin available to the Consortium that day. The daily market price quotes will be reviewed by the Consultant to establish that the individual pricing details are i) consistent with market prices and tariffs; and ii) consistent with the terms of the Aggregation Program Agreement. If the daily market price quote is deemed acceptable by the Consultant, the Consultant will inform the representatives of each Consortium participant of the price and pricing components and recommend acceptance. If accepted, the representatives of each Consortium participant will affirm acceptance of the commodity price verbally and in writing to the selected ARES.

- C. Recording. The commodity price established for the Consortium will be added to the pricing appendix in each Consortium participant's Aggregation Program Agreement. Costs associated with additional Renewable Energy Credits may be added to the commodity price settlement at the discretion of the Village.

VIII. IMPLEMENTATION PROCEDURES

- A. Development of Member Database. Pursuant to ICC regulations, after this Plan is approved by the Village, the Village Manager or his or her designee will then submit a Direct Access Request and Government Authority Aggregation Form to ComEd (ILL.C.C. No.10 Rate GAP Government Aggregation Protocols, Sheets 406-411, April 17, 2011), requesting that it provide the Village with Retail Customer Identification Information. ComEd will provide the Village with the requested information within 10 business days after receiving the request in accordance with those adopted protocols.

After selecting and contracting with an ARES, the Village, with the assistance of the Consultant, under confidential agreement with the ARES, will work with the ARES to remove any customers determined to be ineligible due to one or more of the following:

1. The customer is not located within the Village;
2. The customer has a pre-existing agreement with another ARES and has not delivered to the Village a written request to switch to the Aggregation Program;
3. The customer has free ComEd service;
4. The customer is an hourly rate ComEd customer (real time pricing);
5. The customer is on ComEd's electric heat rate; or
6. The customer is on a ComEd bundled hold (i.e. the customer recently terminated service from a different ARES and re-established service through ComEd).

The ARES and the Village will complete this eligibility review within 5 business days.

The Retail Customer Identification Information will remain the property of the Village, and the ARES will comply with the confidentiality and non-compete provisions in the Aggregation Program Agreement.

After the Retail Customer Identification Information is reviewed, the ARES will mail the Opt-Out Notices described below to all eligible account holders within the boundaries of the Village.

The ARES shall treat all customers equally and shall not deny service to any customer in the Aggregation, or alter rates for different classes of customers other than by offering the rates set forth in the Aggregation Program Agreement.

- B. Maintenance of Accurate and Secure Customer Records. The ARES will maintain a secure database of Customer Account Information. The database will include the ComEd account number, and ARES account number of each active Member, and other pertinent information

such as rate code, rider code (if applicable), and usage and demand history. The database will be updated on an ongoing basis.

The ARES shall preserve the confidentiality of all Aggregation Members' account information and of the database, and shall agree to adopt and follow protocols to preserve that confidentiality. The ARES, as a material condition of any contract, shall not disclose, use, sell or provide customer account information to any person, firm or entity for any purpose outside the operation of this Municipal Aggregation Program. This provision will survive the termination of the agreement. The Village, upon receiving customer information from ComEd, shall be subject to the limitations on the disclosure of that information described in Section 2HH of the Consumer Fraud and Deceptive Practices Act, 815 ILCS 505/2HH. The ARES will keep Customer Account Information for a minimum of two years following the termination of the Aggregation Program Agreement.

C. Opt-Out Process. The Village's Aggregation is an opt-out program pursuant to 20 ILCS 3855/1-92. Any eligible electric account that opts out of the Program pursuant to the procedures stated below will automatically be placed on the ComEd default tariff service unless and until the accountholder chooses another ARES.

1. Manner of Providing Notices and Information. The ARES will be required to pay for printing and mailing of all Aggregation and Opt-Out Notices on Village envelope and letterhead. The ARES will mail Aggregation and Opt-Out Notices to the eligible account holders within the boundaries of the Village at the address provided with the Retail Customer Identification Information provided by ComEd. The ARES must manage the Opt-Out Notice process under the supervision of the Village and the Consultant. A single database must be used to track account enrollment and billing data.
2. Content of Notice. The Village and the ARES will agree to the format and contents of the Aggregation and Opt-Out Notice prior to distribution or mailing. The Notice will inform the electric account owner of the existence of the Aggregation Program, the identity of the ARES, and the rates to be charged. The Notice will also inform PIPP customers of the consequences of participating in the Aggregation.

The Notice will provide a method for customers to opt out of the Aggregation Program. The Notice shall indicate that it is from the Village, and include the Village name and logo on the envelope. The Notice shall be signed by a duly-authorized representative of the Village.

Aggregation Members shall have 21 calendar days from the postmark date on the notice to mail the Opt-Out card back to the ARES stating their intention to opt out of the Village Aggregation Program ("*Opt-Out Period*"). The ARES may offer additional means of opting out, such as a toll-free number, website, smart device quick response code, email address or fax number, each of which must be received within the Opt-Out Period. Upon receipt of an opt-out reply, the ARES will remove the account from the Aggregation Program. The time to respond shall be calculated based on the postmark date of the notice to the customer and the postmark date of the customer's response.

After the expiration of the Opt-Out Period, the Member list shall become final. All customers who have not opted out will be automatically enrolled as Members in the Program. Customers will not need to take any affirmative steps in order to be included in the Program.

In the event that an eligible Aggregation Member is inadvertently not sent an Opt-Out Notice, or is inadvertently omitted from the Program, the ARES will work with the Village and the Member to ensure that the Member's decision to remain in, or opt out of, the Program is properly recorded and implemented by the ARES.

3. Notification to ComEd. Pursuant to ILL.C.C. No.10, Rate GAP, after the Opt-Out Notice period has expired, the ARES shall submit the account numbers of participating Aggregation Members to ComEd and the rate to be charged to those members pursuant to the Aggregation Program Agreement. The ARES will provide that information to ComEd in the format ComEd requires.
 4. ComEd will then notify members that they have been switched to the ARES and provide the member with the name and contact information of the ARES. Members will have the option to rescind their participation in the program according to procedures established by ComEd and the ARES.
- D. Activation of Service. Upon notification to ComEd, the ARES will begin to provide electric power supply to the members of the Aggregation Program without affirmative action from the members. The service will begin on the member's normal meter read date within a month when power deliveries begin under the Aggregation Program.
- E. Enrollments:
1. New Accounts. The ARES must facilitate the addition of new member accounts to the Aggregation Program during the term of the Aggregation Program Agreement. Residents and businesses that move into the community after the Opt-Out Period will NOT be automatically included in the Aggregation Program. Members wishing to opt-in to the Aggregation Program may contact the ARES to obtain enrollment information. All new accounts shall be entitled to the rates set forth in the Aggregation Program Agreement.
 2. Re-Joining the Aggregation Group. After opting out, Members may rejoin the Program at a later date in the same manner as new residents moving into the Village. These members may contact the ARES at any time to obtain enrollment information. The ARES must make commercially reasonable efforts to provide electric power supply to all such re-joining members at the rates set forth in the Aggregation Program Agreement.
 3. Percentage of Income Payment Plan (PIPP) participation. The ARES must facilitate billing for residents enrolled in the PIPP bill payment assistance program for low-income residential customers. The ARES must also notify PIPP customers of the consequences of participating in the Aggregation.

4. Change of Address. Members who move from one location to another within the corporate limits of the Consortium shall retain their participant status, pursuant to Section VIII.G.4 of this Plan.
5. The ARES will establish procedures and protocols to work with ComEd on an ongoing basis to add, delete or change any member participation or rate information.

F. Member Services:

1. Program Management and Documentation: The ARES must have standard operating procedures in place that govern Member education, Opt-out notification, Member inquiries, and public outreach regarding the Aggregation Program.
2. Member Inquiries.
 - a. Procedures for Handling Customer Complaints and Dispute Resolution. Concerns regarding service reliability should be directed to ComEd, billing questions should be directed to ComEd or the ARES, and any unresolved disputes should be directed to the ICC.
 - b. Telephone Inquiries. The ARES must maintain a local or toll-free telephone access line which will be available to Aggregation Members 24 hours a day, seven days a week. Trained company representatives will be available to respond to customer telephone inquiries during normal business hours. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day. Under normal operating conditions, telephone answer times by a customer representative, including wait time, shall not exceed 30 seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed 30 seconds. The ARES shall submit reports to the municipality at least once per quarter, indicating that it has met these standards at least 90 percent of the time under normal operating conditions during the preceding quarter.
 - c. Internet and Email. The ARES must establish and maintain a website for the Aggregation Members. The website will provide basic information concerning the Aggregation Program and will facilitate member inquiries by providing a platform for the submission of questions by email or text. Responses to inquiries submitted through the website platform must be generated within 24 hours.
 - d. Multilingual Services. The ARES must provide customer service for Members requiring non-English verbal and written assistance.
 - e. Hearing Impaired. The ARES must provide customer service for hearing impaired Members.

3. The ARES will provide the Aggregation Members with updates and disclosures mandated by ICC and IPA rules.

G. Billing and Fees.

1. Collection and credit procedures remain the responsibility of ComEd and the individual Aggregation Member. Members are required to remit and comply with the payment terms of ComEd. The Village will not be responsible for late payment or non-payment of any Member accounts. Neither the Village nor the ARES shall have separate credit or deposit policies for Members.
2. Early Termination. The ARES shall not charge any early termination fee to members.
3. Enrollment Fee. The ARES shall not charge any enrollment fee to new members.
4. Switching Fee. The ARES shall not charge any switching fees to members.
5. Other Fees. The ARES shall not impose any other fees not discussed in this Plan.

H. Reliability of Power Supply: The Program will only affect the generation source of power. ComEd will continue to deliver power through their transmission and distribution systems. Responsibility for maintaining system reliability continues to rest with ComEd. If Members have service reliability problems, they should contact ComEd for repairs. The ICC has established "Minimum Reliability Standards" for all utilities operating distribution systems in Illinois. Member outages, duration of outages, interruptions, etc., are monitored to ensure reliability remains at satisfactory levels. In addition to maintaining the "wires" system, ComEd is required to be the "Provider of Last Resort," meaning that should the Vendor fail for any reason to deliver any or all of the electricity needed to serve the Members' needs, ComEd will immediately provide any supplemental electricity to the Members as may be required. ComEd would then bill the ARES for the power provided on their behalf, and the Members would incur no additional cost therefor.

IX. ADDITIONAL SERVICE TERMS AND CONDITIONS

A. Member Education. At the direction of the Village, the ARES will assist the Village in developing a Member Education Plan.

B. Reporting. The ARES will provide to the Village and to the Consultant the following reports:

1. Power Mix Reporting. The ARES will deliver quarterly reports to the Village and the Consultant which substantiate that: (a) it generated or purchased electricity with the claimed attributes in amounts sufficient to match actual consumption by the Village; (b) the electricity was supplied to the interconnected grid serving the Village.

The report will show the source of the power and demonstrate that the power was provided in accordance with Renewable Portfolio Standards and the federal Clean Air Act regulations and permits.

2. REC Reporting. The ARES will deliver reports that provide competent and reliable evidence to support the fact that it purchased properly certified REC in a sufficient quantity to offset the non-renewable energy provided in the mix.
 3. Aggregation Reports. The ARES will provide the Village with quarterly reports showing the number of Members participating in the Aggregation Program and the total cost for energy provided to the Aggregation as compared to the ComEd's default tariff service rates. In addition, the ARES will report its efforts at member education.
- C. Limitation of Liability. The Village shall not be liable to Aggregation Members for any claims, however styled, arising out of the aggregation program or out of any Village act or omission in facilitating the Municipal Aggregation Program.
- D. Demand Management and Energy Efficiency Services. The Village will refer demand management and energy efficiency services to existing programs offered by ComEd.

X. INFORMATION AND COMPLAINT NUMBERS

Copies of this Plan will be available from the Village free of charge at www.Wilmette.com . Call 847-853-7509 for more information. Any electric customer, including any participant in the Village's aggregation program, may contact the Illinois Commerce Commission for information, or to make a complaint against the Program, the ARES or ComEd. The ICC may be reached toll free at 217-782-5793.

ATTACHMENT B: CONSORTIUM COMMUNITY CONSUMPTION DATA

**DETAILED COMMUNITY ACCOUNT AND CONSUMPTION DATA CAN
BE PROVIDED IN MS EXCEL FORMAT UPON REQUEST BY
CONTACTING MARK PRUITT AT:**

mpruitt@ilccan.com

Tariff Rate Type	Values	KENILWORTH Billing Year/Month											Total/Average	
		201104	201105	201106	201107	201108	201109	201110	201111	201112	201201	201202		201203
B70	Sum of Customer Count	814	803	804	802	793	784	790	782	780	773	774	776	9475
B71	Sum of Customer Count	10	10	10	10	10	10	10	9	9	9	9	9	115
B72	Sum of Customer Count	14	13	13	12	12	12	12	12	12	12	12	12	148
B73	Sum of Customer Count	17	16	16	16	17	16	16	15	15	14	14	14	186
B90	Sum of Customer Count	2	2	2	2	2	2	2	2	2	2	2	2	24
H70	Sum of Customer Count	5	4	4	4	3	3	3	3	3	3	3	3	41
R70	Sum of Customer Count	6	12	17	19	23	26	28	37	41	44	46	48	347
R73	Sum of Customer Count	1	1	1	1	1	2	2	3	3	4	4	4	27
B72	Sum of Nspl Qty	23.2763	18.5192	18.5192	20.3464	20.3464	20.3464	20.3464	20.3464	20.3464	20.3464	18.2937	18.2937	239.3269
B73	Sum of Nspl Qty	88.5668	82.9804	82.9804	82.9804	88.5668	88.2481	88.2481	80.8641	80.8641	75.7725	41.8819	41.8819	923.8355
R73	Sum of Nspl Qty	4.249	4.249	4.249	4.249	4.249	4.5677	4.5677	11.9517	11.9517	17.0433	11.7261	11.7261	94.7793
B72	Sum of Plc Qty	24.0123	19.9223	0	20.4331	20.4331	20.4331	20.4331	20.4331	20.4331	20.4331	20.4331	20.4331	227.8325
B73	Sum of Plc Qty	85.25	80.34	3.47	81.7068	87.1863	86.9115	86.9115	79.667	79.667	74.493	74.493	74.493	894.5891
R73	Sum of Plc Qty	3.7	3.7	0	4.242	4.242	4.5168	4.5168	11.7613	11.7613	16.9353	16.9353	16.9353	99.2461
B70	Sum of Total Energy Qty	983214	1102410	1328227	2011184	1814442	1276762	947524	1181044	1325913	1338435	1082455	956631	15348241
B71	Sum of Total Energy Qty	3735	5395	7003	9523	8669	5720	3854	4666	4508	4732	4267	3848	65920
B72	Sum of Total Energy Qty	4328	5092	5146	5555	6290	5571	5057	4600	4388	3939	3893	4143	58002
B73	Sum of Total Energy Qty	10230	10285	11123	15353	14519	14171	11951	13325	13365	13345	13532	15120	156319
B90	Sum of Total Energy Qty	6831	2995	2067	2047	3833	8235	3631	6225	9122	11244	9286	5080	70596
H70	Sum of Total Energy Qty	7018	7568	8858	10128	9672	5787	5032	5295	6452	6473	5038	4426	81747
R70	Sum of Total Energy Qty	9194	15445	27943	47637	51947	40735	31673	53103	69935	75706	60191	59088	542597
R73	Sum of Total Energy Qty	800	842	1173	1669	1814	1518	1096	2346	2415	3603	3307	2445	23028

Tariff Rate Type	Values	WILMETTE Billing Yearmo												Total/Average
		201101	201102	201103	201104	201105	201106	201107	201108	201109	201110	201111	201112	
B93	Sum of Customer Count	14	14	13	13	13	12	12	12	12	12	12	12	13
B92	Sum of Customer Count	6	8	8	8	8	7	7	7	6	6	6	6	7
B72	Sum of Customer Count	145	149	150	150	149	144	136	135	134	132	131	129	140
B73	Sum of Customer Count	363	372	366	363	354	354	350	348	335	329	316	303	346
H73	Sum of Customer Count	2	2	2	2	2	3	4	4	4	4	3	3	3
H71	Sum of Customer Count	4	4	5	5	5	5	5	5	5	5	4	4	5
H70	Sum of Customer Count	159	160	160	162	159	156	155	152	151	151	150	147	155
B71	Sum of Customer Count	954	974	978	989	987	988	980	980	977	965	963	956	974
B70	Sum of Customer Count	8,027	8,139	8,180	8,157	8,092	8,102	8,076	8,016	7,942	7,869	7,854	7,787	8,020
B91	Sum of Customer Count	631	643	647	645	636	649	648	643	640	631	632	635	640
B90	Sum of Customer Count	64	65	67	67	66	68	67	65	65	65	63	64	66
R73	Sum of Customer Count	107	107	111	118	125	126	131	135	139	143	149	161	129
R91	Sum of Customer Count	0	0	0	1	1	1	1	2	5	7	10	10	3
R90	Sum of Customer Count	0	0	0	0	0	0	0	0	0	1	2	2	0
R71	Sum of Customer Count	0	0	0	0	5	5	8	11	16	21	28	40	11
R70	Sum of Customer Count	2	4	7	43	97	124	156	204	263	326	366	428	168
R72	Sum of Customer Count	5	4	4	4	5	7	18	19	23	23	24	26	14
B93	Sum of Total Energy Qty	81,793	65,061	46,772	36,510	30,805	36,773	47,451	40,704	34,615	34,162	56,740	74,733	586,119
B92	Sum of Total Energy Qty	18,809	30,355	16,655	14,815	12,390	2,152	3,148	3,214	1,717	1,294	2,247	3,524	110,320
B72	Sum of Total Energy Qty	82,421	75,165	89,074	72,559	68,124	69,535	80,250	70,430	60,253	55,079	61,881	65,506	850,277
B73	Sum of Total Energy Qty	1,157,477	1,091,614	1,016,368	955,135	994,336	1,069,627	1,342,499	1,193,669	1,004,741	848,848	902,985	929,954	12,507,253
H73	Sum of Total Energy Qty	23,116	21,795	12,977	11,065	11,143	14,614	21,532	22,370	23,139	21,723	21,268	27,241	231,983
H71	Sum of Total Energy Qty	2,154	2,268	4,440	4,197	4,646	5,402	8,423	7,028	5,050	3,739	4,229	5,253	56,829
H70	Sum of Total Energy Qty	219,975	185,192	161,729	154,909	156,307	179,283	281,052	218,210	169,059	133,430	167,745	191,538	2,218,429
B71	Sum of Total Energy Qty	409,543	370,709	327,358	302,768	334,812	384,944	635,357	497,094	368,903	281,096	362,307	397,866	4,672,757
B70	Sum of Total Energy Qty	9,888,046	8,101,687	7,255,599	6,928,500	7,271,944	8,818,652	14,425,193	11,162,690	8,261,787	6,326,008	7,795,339	9,230,798	105,466,243
B91	Sum of Total Energy Qty	1,672,115	1,188,257	987,757	705,671	491,014	354,189	460,572	400,058	347,193	374,591	905,008	1,145,106	9,031,531
B90	Sum of Total Energy Qty	275,825	211,004	165,419	121,063	89,673	64,063	86,972	67,266	63,247	79,442	135,954	195,322	1,555,250
R73	Sum of Total Energy Qty	833,712	805,212	767,457	758,132	842,368	892,221	1,149,159	1,086,220	925,111	845,079	933,681	1,041,905	10,880,257
R91	Sum of Total Energy Qty	0	0	0	160	120	690	1,080	1,790	2,406	3,226	11,085	14,976	35,533
R90	Sum of Total Energy Qty	0	0	0	0	0	0	0	0	0	596	3,602	4,441	8,639
R71	Sum of Total Energy Qty	0	0	0	0	2,263	3,618	9,758	10,840	10,491	10,036	16,066	23,741	86,813
R70	Sum of Total Energy Qty	2,170	4,239	6,833	37,706	88,242	137,117	286,028	283,815	296,614	289,974	386,901	538,201	2,357,840
R72	Sum of Total Energy Qty	3,845	4,532	3,643	3,701	4,015	5,470	17,738	16,477	17,074	15,155	16,883	19,201	127,734

Tariff Rate Type	Values	WILMETTE Billing Year/Month												Total/Average
		201101	201102	201103	201104	201105	201106	201107	201108	201109	201110	201111	201112	
B70	Sum of Nspl Qty	27,608.39	29,248.66	29,465.96	29,368.64	29,141.09	29,191.09	29,120.74	28,877.98	28,578.51	28,331.77	28,274.17	28,049.26	28,771.35
B71	Sum of Nspl Qty	1,329.86	1,340.65	1,351.19	1,367.29	1,371.32	1,365.95	1,360.59	1,356.56	1,344.48	1,333.75	1,325.70	1,310.94	1,346.52
B72	Sum of Nspl Qty	241.78	255.14	256.48	253.52	254.21	249.96	224.46	225.67	218.10	216.80	216.59	213.59	235.52
B73	Sum of Nspl Qty	3,901.08	3,997.56	3,867.23	3,871.17	3,820.69	3,822.57	3,677.28	3,694.89	3,623.59	3,477.81	3,319.05	3,153.40	3,685.52
B90	Sum of Nspl Qty	208.61	212.19	220.51	218.84	215.52	222.16	218.84	212.19	212.19	212.19	205.55	208.87	213.97
B91	Sum of Nspl Qty	883.91	1,008.35	1,018.21	1,016.64	1,002.55	1,024.47	1,022.91	1,015.08	1,010.38	996.29	997.85	1,002.55	999.93
B92	Sum of Nspl Qty	33.84	35.26	36.69	36.69	36.69	10.19	10.19	10.19	8.72	8.72	8.72	8.72	20.39
B93	Sum of Nspl Qty	161.12	127.03	121.32	121.32	114.18	138.37	145.51	145.51	145.51	145.51	145.51	145.51	138.03
H70	Sum of Nspl Qty	615.59	697.72	697.72	700.33	685.95	676.40	671.30	662.34	655.13	649.76	647.16	631.01	665.87
H71	Sum of Nspl Qty	6.34	6.34	7.69	7.69	7.69	7.69	7.69	7.69	7.69	7.69	5.73	5.73	7.14
H73	Sum of Nspl Qty	22.09	22.09	22.09	22.09	22.09	196.00	321.50	321.50	321.50	321.50	196.00	196.00	165.37
R70	Sum of Nspl Qty	9.95	17.09	27.80	160.85	357.30	451.88	567.63	742.56	956.84	1,187.11	1,328.95	1,552.64	613.38
R71	Sum of Nspl Qty	0.00	0.00	0.00	0.00	6.71	6.71	10.73	14.76	21.47	28.18	38.18	54.29	15.09
R72	Sum of Nspl Qty	19.03	16.61	16.61	16.61	17.77	22.37	51.52	51.91	62.25	62.25	63.91	65.40	38.85
R73	Sum of Nspl Qty	2,342.51	2,330.40	2,395.06	2,448.78	2,518.30	2,520.35	2,561.33	2,604.37	2,616.22	2,698.77	2,833.51	2,987.55	2,571.43
R90	Sum of Nspl Qty	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.32	6.65	6.65	1.38
R91	Sum of Nspl Qty	0.00	0.00	0.00	1.57	1.57	1.57	1.57	3.13	7.83	10.96	15.66	15.66	4.96
B70	Sum of Plc Qty	25,258.11	25,588.96	25,756.48	25,672.20	25,466.21	21,858.60	27,456.51	27,245.61	26,959.80	26,730.43	26,676.18	26,464.05	25,927.76
B71	Sum of Plc Qty	1,299.67	1,311.49	1,324.62	1,337.74	1,340.37	970.03	1,291.51	1,290.24	1,277.48	1,268.54	1,260.89	1,246.85	1,268.28
B72	Sum of Plc Qty	228.48	234.65	242.52	240.45	238.80	226.35	222.66	225.29	217.86	216.58	218.81	215.87	227.36
B73	Sum of Plc Qty	4,117.39	4,206.18	4,070.13	4,026.86	3,966.25	2,998.39	3,641.81	3,659.84	3,589.09	3,445.36	3,288.94	3,125.81	3,678.01
B90	Sum of Plc Qty	211.81	215.12	217.71	216.55	213.24	167.74	206.71	200.43	200.43	200.43	194.15	197.29	203.47
B91	Sum of Plc Qty	859.68	875.97	883.48	880.77	868.54	350.36	964.22	956.84	952.41	939.13	940.60	945.03	868.09
B92	Sum of Plc Qty	39.01	41.90	41.90	41.90	41.90	10.97	10.97	10.97	9.49	9.49	9.49	9.49	23.13
B93	Sum of Plc Qty	158.46	158.46	144.95	144.95	133.71	35.09	143.23	143.23	143.23	143.23	143.23	143.23	136.25
H70	Sum of Plc Qty	486.66	489.78	489.78	496.03	486.66	459.37	663.12	654.03	646.87	641.75	639.34	623.87	564.77
H71	Sum of Plc Qty	5.04	5.04	6.35	6.35	6.35	5.01	7.84	7.84	7.84	7.84	5.94	5.94	6.45
H73	Sum of Plc Qty	20.91	20.91	20.91	20.91	20.91	190.00	316.68	316.68	316.68	316.68	190.00	190.00	161.77
R70	Sum of Plc Qty	9.21	15.45	24.82	137.18	305.73	342.13	538.27	703.27	905.73	1,122.98	1,256.71	1,467.84	569.11
R71	Sum of Plc Qty	0.00	0.00	0.00	0.00	6.56	2.55	10.21	14.04	20.42	26.80	36.36	51.67	14.05
R72	Sum of Plc Qty	15.91	13.55	13.55	13.55	15.20	16.35	51.26	51.65	61.84	61.84	63.61	65.02	36.94
R73	Sum of Plc Qty	2,377.18	2,381.48	2,454.58	2,540.49	2,613.34	2,175.30	2,538.60	2,580.97	2,591.19	2,672.77	2,806.45	2,958.10	2,557.54
R90	Sum of Plc Qty	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.14	6.28	6.28	1.31
R91	Sum of Plc Qty	0.00	0.00	0.00	1.36	1.36	0.00	1.48	2.95	7.38	10.33	14.76	14.76	4.53

ATTACHMENT C: CONSORTIUM SPECIFICATION RESPONSE FORMS

Bidders shall identify in this Attachment C whether it accepts, or proposes modifications, to the following requirements of this RFP. Bidders should identify with specificity any proposed modifications, and may attach additional sheets if necessary. The Consortium will not be obligated to accept any modifications, and reserves the right to reject proposals that contain any proposed modifications.

RFP Section	Description	Bidder Position	
		Accept	Modify
4.1.1	Term of Agreement. The Aggregation Program Agreement will be formally awarded by the City Council or Village Board of each Consortium municipality following the passage of the March 20, 2012 referendum. The Aggregation Program Agreement will be fully executed upon acceptance of a final fixed commodity supply price as accepted by the designee of each municipality. The initial Aggregation Program Agreement term will be for a minimum of six months. Each municipality will have discretion to determine the length of any contract periods, and the duration of Pricing Periods will be established in the final negotiations.		
	Proposed Modification:		
4.1.2	Single Supplier. The Consortium will select a single Alternative Retail Electric Supplier on behalf of all Aggregation Members.		
	Proposed Modification:		
4.1.3	Subcontractors. The selected Vendor may not employ any subcontractors other than as necessary. Subcontractors shall be held to the same strict confidentiality standards applicable to the selected Vendor, and shall be required to otherwise comply with the requirements of the Aggregation Program Agreement.		
	Proposed Modification:		
4.1.4	Indemnification and Hold Harmless. The selected Vendor shall indemnify the municipality pursuant to the terms of the Aggregation Program Agreement, and hold harmless the Consortium and its member municipalities from any financial obligations arising from the Program.		
	Proposed Modification:		
4.1.5	Assignment. The selected Vendor may not assign the awarded contract without the written consent of the municipality.		
	Proposed Modification:		
4.1.6	Qualifications. The selected Vendor shall be responsive to the qualification requests contained in this RFP.		
	Proposed Modification:		
4.1.7	Insurance. The selected Vendor shall obtain and maintain, for the duration of the Aggregation Program Agreement, such proof of insurance and performance security as the municipality deems necessary.		
	Proposed Modification:		
4.1.8	Rate Advantage. No member municipality of the Consortium is obligated to accept a commodity price offer from the selected Vendor that is not below the published or anticipated Utility default tariff rates.		
	Proposed Modification:		

RFP Section	Description	Bidder Position	
		Accept	Modify
4.1.10	Compliance with Plan of Operation and Governance. The Vendor shall provide all services required under the Aggregation Program Agreement in accordance with the Plan of Operation and Governance adopted by the applicable municipality.		
	Proposed Modification:		
4.2.1.1	Fixed Margin. The selected Vendor will provide a fixed price (\$/MWh) that will be added to the market price for electricity supply, capacity, transmission, and ancillary services agreed to by the Consortium.		
	Proposed Modification:		
4.2.1.2	Capped Price. The selected Vendor provides a maximum (not-to-exceed) fixed total contract supply price (\$/MWh) prior to the Opt-Out referendum.		
	Proposed Modification:		
4.2.2	Pricing Periods. The selected Vendor shall provide commodity pricing proposals for 12-, 18-, 24-, and 30-month periods.		
	Proposed Modification:		
4.2.3.1	Standard Supply Mix. The selected Vendor shall be capable of providing fixed price commodity quotes for electricity supply that includes the minimum resource mix required by the Illinois Renewable Portfolio Standard.		
	Proposed Modification:		
4.2.3.2	Enhanced Renewable Energy Mix. The selected Vendor must be capable of providing fixed price commodity quotes for electricity supply exceeding the current renewable energy resource requirements of the Illinois Renewable Portfolio Standard by securing Renewable Energy Credits sourced through PJM-registered hydroelectric, wind, solar photovoltaic or captured methane-landfill gas. Bidder shall provide the cost premium associated with providing the Enhanced Renewable Energy Mix option at various specified levels up to 100%. Each municipality within the Consortium may accept an Enhanced Renewable Energy Mix at its own option.		
	Proposed Modification:		
4.2.4	Fees Imposition. Neither the municipality nor the selected Vendor shall impose any conditions, terms, fees, or charges on any Member served by the Program unless the particular term, condition, fee, or charge is clearly disclosed to the Member at the time the Member enrolls in, or chooses not to opt out of, the Program.		
	Proposed Modification:		
4.2.5.1	Early Termination Fee. Members may terminate service from the Vendor without penalty if they relocate outside of the applicable municipality. Members who did not opt out of the Program during the Opt-Out period and who later leave the Program for other reasons may be assessed an early termination fee by the Vendor not to exceed \$25.		
	Proposed Modification:		

RFP Section	Description	Bidder Position	
		Accept	Modify
4.2.5.2	Enrollment Fee. For any new Member that joins the Program after the activation of service by the Vendor for the municipality, the Vendor may charge an enrollment fee only to establish service at a property for which the Vendor had not previously provided service in the preceding 30 days. The Vendor shall not charge any enrollment fee with respect to any property for which the identity of the Member is changed but at which service is interrupted for a period of less than 30 days. Any enrollment fee authorized pursuant to this Paragraph shall not exceed \$25.		
	Proposed Modification:		
4.2.5.3	Switching Fee. Members changing residency within the municipality shall not be assessed early termination or enrollment fees. The Vendor shall continue service at the same rate and under the same terms and conditions for any Member who relocates within the municipality prior to the expiration of the contract term, provided that the Member notifies the Vendor of his or her desire to do so with 30 days' notice. Moving within the municipality may cause the Member to be served for a brief period of time by ComEd. The Vendor shall have the right to bill the Member for any associated switching fee imposed by ComEd.		
	Proposed Modification:		
4.3.1	Electricity Supply. The selected Vendor shall supply firm power requirements to each of the accounts for which it is ultimately contracted to serve.		
	Proposed Modification:		
4.3.2	Transmission. The selected Vendor shall be responsible for acquiring and paying all necessary transmission services to the Point(s) of Delivery including all electricity commodity costs, PJM charges, congestion charges, distribution and transmission losses, and capacity charges. The selected Vendor will be responsible for monitoring and negotiating interstate transmission discounts.		
	Proposed Modification:		
4.3.3	Billing. The selected Vendor shall make all arrangements to ensure that Aggregation Members continue to receive a single monthly bill from ComEd. Additionally, the selected Vendor shall ensure that the following fees continue to be collected and processed by ComEd: monthly payments, late payments, delivery charges and monthly service fee.		
	Proposed Modification:		
4.3.4	Data. The selected Vendor shall maintain a comprehensive and confidential database recording historical account information for the accounts enrolled under the Aggregation Program Agreement, and to maintain a current list of enrolled accounts, accounts that have opted-out of the Aggregation Program, and accounts that have been added to the Aggregation Program.		
	Proposed Modification:		
4.3.5.1	Program Management and Documentation. The selected Vendor shall have standard operating procedures in place that govern Member education, Opt-Out notification, customer inquiries, and public outreach regarding the Aggregation Program.		
	Proposed Modification:		
4.3.5.2	Confidentiality. The selected Vendor shall maintain the confidentiality of customer information.		
	Proposed Modification:		

RFP Section	Description	Bidder Position	
		Accept	Modify
4.3.5.3	Customer Service. The selected Vendor shall assist Aggregation Members with their inquiries. Concerns regarding service reliability should be directed to ComEd, billing questions should be directed to ComEd or the selected, and any unresolved disputes should be directed to the ICC. Inquiries from Aggregation Members should be managed within the performance parameters set forth in the RFP.		
	Proposed Modification:		
4.3.5.3.1	Telephone Inquiries. The selected Vendor shall maintain a toll-free telephone access line which shall be available to Aggregation Members 24 hours a day, seven days a week. Trained company representatives shall be available to respond to customer telephone inquiries during normal business hours. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours shall be responded to by a trained company representative on the next business day. Under normal operating conditions, telephone answer times by a customer representative, including wait time, shall not exceed 30 seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed 30 seconds. The Vendor shall submit reports to the municipality at least once per quarter, indicating that it has met these standards at least 90 percent of the time under normal operating conditions during the preceding quarter.		
	Proposed Modification:		
4.3.5.3.2	Internet and Email. The selected Vendor shall establish and maintain a website for the Aggregation Members. The website shall provide basic information concerning the Aggregation program and shall facilitate customer inquiries by providing a platform for the submission of questions by email or text. Responses to inquiries submitted through the website platform shall be generated within 24 hours.		
	Proposed Modification:		
4.3.5.3.3	Multi-Lingual Services. The selected Vendor shall provide customer service for Members requiring non-English verbal and written assistance.		
	Proposed Modification:		
4.3.5.3.4	Hearing Impaired. The selected Vendor shall provide customer service for hearing-impaired Members.		
	Proposed Modification:		
4.3.5.4.1	Opt-Out Notifications. The selected Vendor shall manage the Opt-Out notification process under the supervision of the municipality and the Consultant. A single database shall track account enrollment and billing data.		
	Proposed Modification:		
4.3.5.4.2	New Accounts. The selected Vendor shall facilitate the addition of new customer accounts to the Aggregation Programs during the term of the Aggregation Program Agreement.		
	Proposed Modification:		
4.3.5.4.3	Re-Joining the Aggregation Program. The selected Vendor shall assist Members that have Opted-Out to rejoin at a later date.		
	Proposed Modification:		

RFP Section	Description	Bidder Position	
		Accept	Modify
4.3.5.4.4	Moving Within the Municipality and Maintaining the Same Account Number. The selected Vendor shall continue service at the same rate and under the same terms and conditions for any Member who relocates within a Consortium member municipality prior to the expiration of the contract term, providing that the Member notifies the Vendor of its desire to do so with 30 days notice. Proposed Modification:		
4.3.5.4.5	Percentage of Income Payment Plan (PIPP). The selected Vendor shall facilitate billing for residents enrolled in the PIPP bill payment assistance program for low- income residential customers. The selected Vendor shall also notify PIPP customers of the consequences of participating in the Aggregation Program. Proposed Modification:		
4.2.5.5.1	Credit/Deposit Requirements. Collection and credit procedures are to be the responsibility of ComEd and the individual Member. Members will be required to comply with the payment terms of ComEd and/or the Vendor. The municipalities will not be responsible for late payment or non-payment of any Member accounts. Neither the municipality nor the Vendor shall have a separate credit or deposit policy. Proposed Modification:		
4.2.5.5.2	Reliability of Power Supply. The Program will only affect pricing for the generation source of power. ComEd will continue to deliver power through their transmission and distribution systems. Responsibility for maintaining system reliability continues to rest with ComEd. If Members have service reliability problems, they should contact ComEd for repairs. The ICC has established "Minimum Reliability Standards" for all utilities operating distribution systems in Illinois. Member outages, duration of outages, interruptions, etc., are monitored to ensure reliability remains at satisfactory levels. In addition to maintaining the "wires" system, ComEd is required to be the "Provider of Last Resort." This means, should the selected Vendor fail for any reason to deliver any or all of the electricity needed to serve the Members' needs, ComEd will immediately provide any supplemental electricity to the Members as may be required. ComEd would then bill the Vendor for the power provided on their behalf, and the Members shall incur no additional cost therefor. Proposed Modification:		
4.3.6.1	Recording. The selected Vendor shall assist the Consortium municipalities in developing a performance scorecard with conditions, milestones, requirements, or timetables that must be met before additional steps may be taken or payment is due. The scorecard may additionally record matters related to price, service, quality and other factors deemed important. Proposed Modification:		
4.3.6.2	Cooperation. The selected Vendor shall cooperate with the Consortium municipalities in monitoring and tracking Program activity. This may require the selected Vendor to report progress, problems and proposed resolutions, performance records, allow random inspections of its facilities, participate in scheduled meetings and provide management reports as requested by the Consortium municipalities. Proposed Modification:		

RFP Section	Description	Bidder Position	
		Accept	Modify
4.4.1	Quality and Measurement. The selected Vendor shall warrant that the electricity sold and delivered shall be of the specifications required by PJM and ComEd. The selected Vendor shall indemnify the Consortium, its member municipalities, and the Aggregation Members, and shall hold them harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from the Vendor's breach of this warranty.		
	Proposed Modification:		
4.4.2	Title. The selected Vendor shall warrant that it possesses good marketable title to all electricity sold, and is free from all liens and adverse claims.		
	Proposed Modification:		
4.4.3	Delivery. The selected Vendor shall deliver all electricity supplied under the Aggregation Program Agreement to the Aggregation Members at appropriate node locations to secure delivery to the Aggregation Members.		
	Proposed Modification:		

ATTACHMENT D: FORM CONSORTIUM AGGREGATION PROGRAM AGREEMENT

Aggregation Program Agreement

By and Between

The [Village/City of] and Vendor

This Aggregation Program Agreement is entered into as of this _____ day of _____, 20____ (“**Agreement**”), by and between the [Village/City of] (“[**Village/City**]”), an Illinois municipal corporation, and **Vendor** (“**Vendor**”), a [**State of Incorporation**] corporation with an office located at [**Local Illinois Address**]. **Vendor** and the [Village/City of] are sometimes hereinafter referred to individually as a “Party” or collectively as the “Parties”.

WITNESSETH

WHEREAS, Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-1 et seq. (“**Act**”) authorizes the corporate authorities of a municipality to establish a program to aggregate electrical loads of residential and small commercial retail customers and to solicit bids and enter into service agreements to facilitate the sale and purchase of electricity and related services for those electrical loads (“**Aggregation**”); and

WHEREAS, pursuant to the Act, municipalities may, if authorized by referendum, operate an Electricity Aggregation Program as an “opt-out” program that applies to all residential and small commercial retail electrical customers who do not affirmatively choose not to participate; and

WHEREAS, the [City/Village] is a member of the Lakeshore Power Alliance, which includes the Villages of Kenilworth and Wilmette (“**Consortium**”), which Consortium was established pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and Section 1-92 of the Act; and

WHEREAS, the corporate authorities of the [City/Village] have approved the placement of a referendum on the ballot for the March 20, 2012 primary election regarding the establishment of an “opt-out” Aggregation Program pursuant to the Act, which referendum was approved by the voters of the [City/Village]; and

WHEREAS, although each member of the Consortium will operate a separate Electricity Aggregation Program for its residents, the Consortium members collectively determined that combining the bidding and contracting process to obtain the supply of electric power for each Consortium member’s Aggregation could provide potential savings through a joint project bid (

WHEREAS, the a Power Supply Bid was issued on _____; and

WHEREAS, Vendor is an ARES registered with and certified by the ICC and was identified as the lowest responsible bidder pursuant to the Power Supply Bid; and

WHEREAS, the [Village/City of] has selected Vendor as the supplier for the Aggregation Program; and

WHEREAS, the [City/Village] and Vendor desire to establish the rights and obligations of the Parties with respect to aggregating, determining a price and supplying the Aggregation and related services.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE 1: RECITALS

The foregoing recitals are, by this reference, fully incorporated into and made part of this Agreement.

ARTICLE 2: DEFINITIONS

Whenever used in this Agreement, the following terms shall have the meanings defined below except where the context indicates otherwise:

- A. “Affiliate”** shall mean any person, firm, corporation (including, without limitation, service corporation and professional corporation), partnership (including, without limitation, general partnership, limited partnership and limited liability partnership), limited liability company, joint venture, business trust, association or other entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with Vendor.
- B. “Act”** shall refer to the Illinois Power Agency Act, 20 ILCS 3855/1-1 *et seq.*
- C. “Aggregation”** or **“Municipal Aggregation”** shall mean the pooling of residential and small commercial retail electrical loads located within the [City/Village] for the purpose of soliciting bids and entering into service agreements to facilitate for those loads the sale and purchase of electricity and related services, all in accordance with Section 1-92 of the Act.
- D. “Aggregation Consultant”** or **“Consultant”** shall refer to Intelligent Power Partners LLC, the independent consultant with demonstrated expertise in electric supply contracting that has been retained by the [Village/City] to assist with the implementation of each member municipality's Program.
- E. “Aggregation Member”** or **“Member”** shall mean a residential or small commercial retail electric account enrolled in the Aggregation Program.
- F. “Aggregation Program”** or **“Program”** shall mean the program adopted by the [City/Village] pursuant to Section 1-92 of the Act to facilitate for the applicable residential and small commercial customers the sale and purchase of electricity and related services.
- G. “Alternative Retail Electric Supplier”** or **“ARES”** shall mean an entity certified by the ICC to offer electric power or energy for sale, lease or in exchange for other value received to one or more retail customers, or that engages in the delivery or furnishing of electric power or energy to such retail customers, and shall include, without limitation, resellers, aggregators and power marketers but shall not include the Electric Utility or the Aggregation Members. For purposes of this Agreement, the definition of Alternative Retail Electric Supplier is more completely set forth in 220 ILCS 5/16-102.
- H. “Ancillary Services”** shall mean the necessary services that shall be provided in the generation and delivery of electricity. As defined by the Federal Energy Regulatory Commission, "Ancillary Services" include, without limitation: coordination and scheduling services (load following, energy imbalance service, control of transmission congestion); automatic generation control (load frequency control and the economic

dispatch of plants); contractual agreements (loss compensation service); and support of system integrity and security (reactive power, or spinning and operating reserves).

- I. **“Commonwealth Edison”** or **“ComEd”** or **“Utility”** shall mean the Commonwealth Edison Utility Company, or its successor, as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within the [City/Village].
- J. **“Consortium”** shall mean the Lakeshore Power Alliance.
- K. **“Consortium Designee”** shall mean the representative of the Consortium who will coordinate the process for execution by each member municipality of a contract price lock for electricity supply for each Municipal Aggregation Program.
- L. **“Electric Utility”** shall mean Commonwealth Edison, as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within the [Village/City].
- M. **“Eligible Retail Customer”** shall mean a residential and small commercial retail customer of the Utility meeting the eligibility criteria set forth in the Terms and Conditions.
- N. **“Extended Term”** is defined in Section 3.A of this Agreement.
- O. **“Force Majeure Event”** is defined in Section 6.C of this Agreement.
- P. **“ICC”** shall mean the Illinois Commerce Commission as described in 220 ILCS 5/2-101.
- Q. **“Initial Term”** is defined in Section 3.A of this Agreement.
- R. **“IPA”** shall mean the Illinois Power Agency.
- S. **“Load”** shall mean the total demand for electric energy required to serve the Aggregation Members.
- T. **“Opt-Out”** shall mean the process by which a Member who would be included in the Aggregation Program chooses not to participate in the Aggregation Program.
- U. **“PIPP”** shall mean a Percentage of Income Payment Plan created by the Emergency Assistance Act, 305 ILCS 20-18, to provide a bill payment assistance program for low-income residential customers.
- V. **“PJM”** shall mean PJM Interconnection, L.L.C., a regional transmission organization that coordinates the movement of wholesale electricity in all or parts of 13 states and the District of Columbia, including the Commonwealth Edison service territory.
- W. **“Plan of Operation and Governance”** shall mean the Aggregation Plan of Operation and Governance adopted by the [City/Village] pursuant to the requirements set forth in Section 1-92 of the Act.
- X. **“Point of Delivery”** shall mean the interconnection between the RTO and the Electric Utility to which Vendor shall deliver the electricity under the Aggregation Program for delivery by the Electric Utility to the Aggregation Members.
- Y. **“REC”** shall mean Renewable Energy Credits certified in a manner consistent with the requirements of the Illinois Renewable Portfolio Standard.
- Z. **“Regulatory Event”** is defined in Section 6.B of this Agreement.
- AA. **“Services”** is defined in Article 5 of this Agreement.
- BB. **“Small Commercial Retail Customer”** shall mean a retail customer with an annual usage of 15,000kWh or less; provided, however, that the definition of Small Commercial Retail Customer shall include such other definition or description as may become applicable by law or tariff.
- CC. **“Term”** is defined in Section 3.A of this Agreement.
- DD. **“Terms and Conditions”** is defined in Section 5.B of this Agreement.
- EE. **“Vendor Margin”** shall mean the \$/MWh charged by the selected Vendor above the market price for electricity supply, capacity, transmission, and ancillary services. The

selected Vendor shall be allowed to add only the Vendor Margin to any fixed commodity supply price quote provided to the Consortium.

- FF. "VILLAGE/CITY" or "The VILLAGE/CITY" shall mean the VILLAGE/CITY of [NAME], acting by and through its corporate authorities, and authorized VILLAGE/CITY employees.
- GG. "VILLAGE/CITY Designee" shall mean the person (or persons) empowered by the VILLAGE/CITY through Ordinance to authorize and execute a contract price lock for electricity supply on behalf of the VILLAGE/CITY Board.

ARTICLE 3: TERM

A. **Term of Agreement.** This Agreement commences on the date first written above, provided however, the supply service to Aggregation Members shall not commence until [month/year] meter read (subject to the Electric Utility's confirmation of Member's enrollment with Vendor) and shall continue for ___ billing cycles, expiring on the May 31, 2013 meter read (the "***Initial Term***"). The [City/Village] and the Vendor may extend the Initial Term of this Agreement and the Aggregation Program for additional periods of time up to three (3) one (1) year periods for each extension, by written mutual agreement approved and executed by each of them (each an "***Extended Term***"), which such extension may, among other things, provide for an opportunity to revise the price and the issuance of a new opt-out notice for the Extended Term. Nothing in this Article related to the Term or the possibility of agreement to an Extended Term may be construed or applied in any manner to create any expectation that any right or authority related to this Agreement granted by the City/Village to the Vendor shall continue beyond the Initial Term or an approved Extended Term.

ARTICLE 4: PROGRAM RESPONSIBILITIES

A. **[City/Village] Responsibilities.**

1. **Program Responsibilities.** [City / Village] shall perform applicable duties related to the Aggregation Program as required by Section 1-92 of the Act, e.g. adopting an ordinance authorizing aggregation, submitting a referendum to its residents, abiding by notice and conduct requirements of general election law, developing a plan of operation and governance, holding public hearings, and informing residents of opt-out rights.

2. **Customer Information.** Vendor and [City/Village] shall cooperate to obtain the Customer Information from ComEd (including submission to ComEd of the government authority aggregation form by the [City/Village]), subject to the limitations on disclosure of the Customer Information established at law, including without limitation the Act, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, and Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH.

3. **Notices from ComEd.** The [City/Village] shall promptly forward to Vendor any notices received by the [City/Village] from ComEd concerning the accounts of Aggregation Members.

4. **No [City/Village] Obligations to Provide Services.** The Parties acknowledge and agree that the [City/Village] is not responsible to provide, and this Agreement shall not be construed to create any responsibility for the [City/Village] to provide, the Services to any person or entity, including without limitation the Vendor, ComEd, or any Aggregation Member.

5. **No [City/Village] Financial Responsibility.** The Parties acknowledge and agree that this Agreement does not impose or create, and shall not be construed to create, any financial obligation of the [City/Village] to any other person or entity, including without limitation Vendor, ComEd, or any Aggregation Member.

B. Vendor Obligations.

1. **Provision of Services.** The Vendor shall provide all of the Services described in Article 5 of this Agreement throughout the Term. The Vendor acknowledges and agrees that the [City/Village] is not responsible to provide, and shall not be liable to the Vendor or any Aggregation Member for any failure to provide, any Services pursuant to this Agreement.

2. **Compliance with Applicable Law.** Vendor shall comply with all applicable law in providing the Services pursuant to this Agreement.

3. **Compliance with Plan of Operation and Governance.** The Vendor shall provide all services required under this Agreement in accordance and compliance with the Plan of Operation and Governance adopted by the [City/Village].

ARTICLE 5: VENDOR SERVICES

The Vendor shall supply all of the following services in support of the Program (collectively, the “**Services**”):

[Each Section of this Article is to be customized according to response of selected Bidder, in order to specify how the bidder shall fulfill the responsibilities stated in the RFP that are reproduced here]

A. Electricity Supply.

1. **Electricity Supply.** Vendor shall supply firm power requirements to Aggregation Members for the Initial Term (and Extended Term, if applicable).

a. **Transmission.** Vendor will acquire and pay all necessary transmission services up to the Point of Delivery to deliver electricity supply to Members, including all electricity commodity costs, PJM charges, congestion charges, distribution and transmission losses, and capacity charges. Vendor shall be responsible for monitoring and negotiating interstate transmission discounts.

b. **Billing.** Vendor shall make all arrangements to ensure that Aggregation Members continue to receive a single monthly bill from ComEd, provided however that Vendor may separately bill for termination fees if applicable. As part of such arrangement, it is expected that the following fees will continue to be collected and processed by ComEd: monthly payments, late payments, delivery charges and monthly service fee.

- c. **Data.** Vendor shall maintain a comprehensive and confidential database recording historical account information for Member and maintain a current list of Aggregation Members, and accounts that have opted-out of the Aggregation Program.
- d. **Title.** Title to and risk of loss for the electricity sold to Members shall pass to the purchasing Member upon delivery at the Point of Delivery;

2. **Supply Mix.** Vendor shall be capable of providing the following energy supply mix to Members:

[specify Standard Supply Mix and/or Enhanced Renewable Energy Mix, as applicable]

3. **Delivery Specifications**

- a. **Quality and Measurement.** Vendor warrants that all electricity sold and delivered shall be of the specifications required by PJM and ComEd and suitable for delivery to and use by the Members.
- b. **Title.** Vendor warrants that it possesses or will possess good marketable title to all electricity sold to the Members, and that such electricity is free from all liens and adverse claims up to the Point of Delivery.
- c. **Delivery.** Vendor shall deliver all electricity supplied to Members at the Point of Delivery to secure delivery to the Aggregation Members.

B. Program Implementation.

1. **Member Service.** Vendor shall maintain certain minimum levels of customer service including:

- a. **Program Management and Documentation.** Vendor shall follow its standard operating procedures governing Member education, Opt Out notification, customer inquiries, and public outreach regarding the Aggregation Program, as set forth in Exhibit D.
- b. **Confidentiality.** Vendor shall maintain the confidentiality of customer information pursuant to Article 10 of this Agreement and as required by law.
- c. **Customer Service.** Vendor shall assist Aggregation Members with their inquiries. Concerns regarding service reliability should be directed to ComEd, billing questions should be directed to ComEd or the Vendor, as applicable, and any unresolved disputes should be directed to the ICC. Inquiries from Aggregation Members should be managed within the following performance parameters:
 - i. **Telephone Inquiries.** Vendor shall maintain a toll-free telephone access line which shall be available to Aggregation Members 24

hours a day, seven days a week. Trained company representatives shall be available to respond to customer telephone inquiries during normal business hours. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours shall be responded to by a trained company representative on the next business day. Under normal operating conditions, telephone answer times by a customer representative, including wait time, shall not exceed 30 seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed 30 seconds. These standards shall be met no less than 90 percent of the time under normal operating conditions, measured on a quarterly basis.

- ii. **Internet and Electronic Mail.** Vendor shall establish and maintain a website for the Aggregation Members. The website shall provide basic information concerning the Aggregation Program and facilitate customer inquiries by providing a platform for the submission of questions by email or text. Responses to inquiries submitted through the website platform should be generated by the close of the next business day.
- iii. **Multi-Lingual Services.** Vendor shall provide customer service for Members requiring non-English verbal and written assistance.
- iv. **Hearing Impaired.** Vendor shall provide customer service for hearing impaired Members.

2. Enrollments. Vendor shall perform the following Aggregation account enrollment tasks:

- a. **Opt-Out Notifications.** Vendor shall manage the Opt-Out Notification process under the supervision of the [City/Village] and the Consultant, in accordance with the Plan of Operation and Governance. A single database shall track account enrollment and billing data.
- b. **New Accounts.** Vendor shall facilitate the addition of new customer accounts to the Aggregation Program during the term of this Agreement. All new accounts shall be serviced at the market rate at the time of enrollment.
- c. **Re-Joining the Aggregation Group.** Vendor shall assist Aggregation Members that have Opted-Out to rejoin at a later date. All accounts of Members who rejoin the Program shall be serviced at the same rate as is available to all Aggregation Members.
- d. **Moving Within the [City/Village].** Vendor shall continue service at the same rate and under the same terms and conditions for any Member who relocates within the [City/Village] prior to the expiration of the term of this Agreement, providing that the Member notifies the Vendor of its desire to do so with 30 days notice.

- e. **Percentage of Income Payment Plan (PIPP).** Vendor shall facilitate billing for residents enrolled in the PIPP bill payment assistance program for low-income residential customers. Vendor shall also notify PIPP customers of the consequences of participating in the Aggregation.
- f. **Credit/Deposit Requirements.** Collection and credit procedures are to be the responsibility of ComEd, the Vendor, and the individual Member. Members will be required to comply with the payment terms of ComEd and/or the Vendor. The [City/Village] is not responsible for late payment or non-payment of any Member account. Neither the [City/Village] nor the Vendor shall have a separate credit or deposit policy concerning Member accounts.
- g. **Reliability of Power Supply.** The Parties acknowledge that the Program only affects pricing for the power supply up to the Point of Delivery. ComEd will continue to deliver power through their transmission and distribution systems. Responsibility for maintaining system reliability continues to rest with ComEd. If Members have service reliability problems, they should contact ComEd for repairs. The ICC has established “Minimum Reliability Standards” for all utilities operating distribution systems in Illinois. Member outages, duration of outages, interruptions, etc., are monitored to ensure reliability remains at satisfactory levels. In addition to maintaining the “wires” system, ComEd is required to be the “Provider of Last Resort,” meaning that should the Vendor fail for any reason to deliver any or all of the electricity needed to serve the Members’ needs, ComEd will immediately provide any supplemental electricity to the Members as may be required. ComEd would then bill the Vendor for the power provided on their behalf, and the Members would incur no additional cost therefor.
- h. **Fees Imposition.** Neither the [City/Village] nor Vendor shall impose any conditions, terms, fees, or charges on any Member served by the Program unless the particular term, condition, fee, or charge, or the possibility of a change in the same, is clearly disclosed to the Member at the time the Members chose not to opt-out of the Program. The Vendor shall not impose any fees or charges associated with the Program.
- i. **Enrollment and Disenrollment Charges.** Vendor shall not assess any fees on Aggregation Members except in accordance with the Terms and Conditions, and as follows:
 - Early Termination Fee.** Members may terminate service from the Vendor at any time without penalty.
 - 1. **Enrollment Fee.** For any new Member that joins the Program after the activation of service by the Vendor for the [City/Village], the Vendor may not charge an enrollment fee
 - 2. **Switching Fee.** The Vendor may not charge any switching fees.

k. **Form Documents.** Examples of Opt-Out letters and communications are provided in Exhibit C to this Agreement.

3. **Terms of Service.** The terms of service between each Member and Vendor shall be set forth in the agreement between them, substantially in the form attached hereto as Exhibit B ("**Terms and Conditions**").

C. **Program Monitoring.** Vendor is responsible for the faithful performance of this Agreement and shall have internal monitoring procedures and processes to ensure compliance, as more fully described in this Section 5.C.

1. **Recording.** Vendor shall assist the [City/Village] in developing a performance scorecard with conditions, milestones, requirements, or timetables that shall be met before additional steps may be taken or payment is due. The scorecard may additionally record matters related to price, service, quality and other factors deemed important.

2. **Cooperation.** Vendor shall cooperate with the [City/Village] in monitoring and tracking Program activity. This may require Vendor to report progress, problems and proposed resolutions, performance records, allow random inspections of its facilities, participate in scheduled meetings and provide management reports, as requested by the [City/Village].

D. **Cooperation at the Conclusion of the Aggregation.** Vendor agrees that it shall cooperate with the [City/Village] in the [City/Village]'s planning and implementation of an aggregation plan that may succeed the Program under this Agreement. In its cooperation, Vendor shall, at a minimum, in a manner consistent with the then-applicable Commonwealth Edison tariff for Government Aggregation Protocols and as required by law, provide the [City/Village] the names and addresses and account information for Aggregation Members in electronic format.

E. **Price.** The Price for the Services is set forth in Exhibit A. The Price shall be determined in accordance with the following procedure:

[INSERT based upon pricing proposal accepted by the City/Village during the RFP process]

F. **Reimbursement of [City/Village] Costs.** Within 90 days after the Effective Date of this Agreement, Vendor shall reimburse the [City/Village] \$_____ for all reasonable professional, legal, Consultant, and administrative costs incurred by the [City/Village] in connection with the adoption of the Aggregation Program and the negotiation and execution of this Agreement.

ARTICLE 6: DEFAULT AND TERMINATION

A. **Default and Termination.** Upon termination for any reason this Aggregation Program Agreement shall be of no further force and effect, except for those obligations that survive termination. The obligations of Vendor and each Aggregation Member set forth in the Terms and Conditions shall survive termination. Notwithstanding the foregoing, at the [City/Village]'s discretion, in the event that Vendor materially breaches this Agreement and such default

remains uncured after written Notice (as described in Section 6.B below, the [City/Village] may (i) provide written notice to the Aggregation Members that a default has occurred and the alternatives each Aggregation Member has for electric supply (including terminating service with Vendor), and (ii) take such actions as necessary to return to ComEd the Aggregation Members who have notified the [City/Village] that they elected such alternative. In the event that Vendor materially breaches this Agreement and the [City/Village] deems it appropriate to terminate the Program and return the consenting Members to ComEd, or to undergo a new opt-out program with another energy supplier, then (i) Vendor shall not charge the Aggregation Members for administrative fees associated with early termination, and (ii) Vendor shall not be liable to Aggregation Members for any damages or penalties resulting from the [City/Village]'s suggested termination of the Terms and Conditions with each applicable Aggregation Member, including claims related to the price received from ComEd or an alternate supplier being higher than the Price determined under the Program.

B. Circumstances Leading to Termination. This Agreement may be terminated early in the following circumstances:

1. **Non-Compliance.** If either Party fails to comply with any material term or condition of this Agreement, provided the failure continues without a cure 30 days after written Notice of such failure is provided by one Party to the other. Material terms and conditions include but are not limited to:

- a. A breach of the confidentiality provisions in Article 10 of this Agreement;
- b. Vendor's disqualification as an ARES due to a lapse or revocation of any required license or certification required to perform the obligations set forth herein; or
- c. Any act or omission that constitutes a deception by affirmative statement or practice, or by omission, fraud, misrepresentation or a bad faith practice, such as attempting to collect a charge other than the approved per kWh rates or other charges set forth in this Agreement or the Terms and Conditions with each Aggregation Member.

2. **Regulatory Event.** Upon the occurrence of a Regulatory Event, as provided in this Section, in which case the Parties shall certify to each other in writing that this Agreement is terminated. The following shall constitute a "Regulatory Event":

- a. **Illegality.** It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of, change in, or change in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction.
- b. **Adverse Government Action.** A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure Event.

- c. **Occurrence of Regulatory Event.** Upon the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree in writing, the Parties shall enter into good faith negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to this Agreement, within the prescribed time after entering into negotiations, the adversely affected Party shall have the right, upon ten (10) days prior written notice, to terminate this Agreement.
3. **Failure to Schedule and Deliver.** The failure of Vendor to schedule electricity supply to ComEd for the Aggregation Members, except as permitted under force majeure events.

C. **Force Majeure Events.** The Vendor shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Program), where such noncompliance or alleged defaults occurred or were caused by a "***Force Majeure Event***," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Vendor's ability to anticipate or control. Noncompliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

ARTICLE 7: INDEMNIFICATION AND INSURANCE

A. **Indemnification.** The Vendor shall indemnify and hold harmless the [City/Village], its officers, employees, agents, and attorneys, from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising in the course of the Vendor's provision of the Services. This duty shall survive for all claims made or actions filed within one year following either the expiration or earlier termination of this Agreement. The [City/Village] shall give the Vendor timely written notice of its obligation to indemnify and defend the [City/Village] after the [City/Village]'s receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Vendor and/or the [City/Village]. Nothing herein shall be construed to limit the Vendor's duty to indemnify the [City/Village] by reference to the limits of insurance coverage described in this Agreement.

B. **Insurance.** Contemporaneous with the Vendor's execution of this Agreement, the Vendor shall provide certificates and policies of insurance, all with coverages and limits acceptable to the [City/Village], and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit D to this Agreement. For good cause shown, the [City/Village] Manager/Administrator, or his or her designee may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the [City/Village] Manager/Administrator, or his or her designee may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the [City/Village] and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change,

modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the [City/Village]. The Vendor shall, at all times during the term of this Agreement, maintain and keep in force, at the Vendor's expense, the insurance coverages provided above.

ARTICLE 8: MISCELLANEOUS

A. Entire Agreement. This Agreement including all Exhibits, constitutes the entire Agreement and understanding between the Parties with respect to the Services, which are included herein. All prior written and verbal agreements and representations with respect to these Services are merged into and superseded by this agreement.

B. Amendment. All amendments or modifications to this Agreement shall be made in writing and signed by both Parties before they become effective.

C. Assignment. This Agreement shall not be transferred or assigned by either Party without the express authorization of the other Party, which shall not be unreasonably withheld, provided, however, that upon advance written notice to the [City/Village], Vendor may assign this Agreement to an Affiliate without the express authorization of the [City/Village], provided that Vendor remains liable for Vendor's obligations hereunder.

D. Notices. Any notices, requests or demands regarding the services provided under this Agreement and the Attachments shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address shown below; or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.

To [City/Village]

To Vendor

With a copy to:

With a copy to:

E. Waivers. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, that the [City/Village] may have under Federal or state law unless such waiver is expressly stated herein.

F. Applicable Law and Choice of Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois, without regard to principles of conflict of laws. Except as to any matter within the jurisdiction of the ICC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, ____ County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

G. Exhibits. Exhibits A through E attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.

H. Controlling Provisions. In the event of any inconsistency between the text of this Agreement and the terms of the Exhibits hereto, the text of this Agreement shall control.

I. Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

J. No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.

K. Validity of Agreement. The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

L. Authority to Sign Agreement. Vendor warrants to the [City/Village] that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of the Vendor warrants to the [City/Village] that he is authorized to execute this Agreement in the name of the Vendor.

M. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the [City/Village] and the Vendor and their respective successors, grantees, lessees, and assigns throughout the Term of this Agreement.

N. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument.

O. Subcontractors. Vendor agrees to employ only those subcontractors are necessary and approved in advance by the [City/Village]. Subcontractors shall be held to the same strict confidentiality standards applicable to the Vendor, and shall be required to otherwise comply with the requirements of this Agreement. The use of subcontractors whether approved or unapproved shall not relieve the Vendor from the duties, terms and conditions in this Agreement. For purposes of this Agreement, regional transmission organizations, independent system operators, local utilities, and renewable energy certificate counterparties are not considered subcontractors.

ARTICLE 9: REPRESENTATIONS AND WARRANTIES

A. Mutual Representations and Warranties. Each Party represents and warrants to the other Party, as of the date of this Agreement, that:

1. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
2. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
3. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
4. It has reviewed and understands this Agreement;
5. It shall comply with all federal, state, and local laws, regulations, licensing, and disclosure requirements.
6. It shall maintain the confidentiality of Aggregation Members' account information, as required by 815 ILCS 505/2HH; and
7. It shall not impose any conditions, terms, fees, or charges on any Member served by the Program unless the particular term, condition, fee, or charge is clearly disclosed to the Member at the time the Member enrolls in, or chooses to not opt-out of, the Program.

B. Additional Representations by the Vendor. The Vendor hereby further represents to [City/Village], as of the date of this Agreement, that:

1. Vendor shall hold any and all subcontractors to the Confidentiality provision set forth below;
2. Vendor shall not compensate the Consultant with respect to the award of this Agreement or the performance of this Agreement;
3. Vendor shall obtain and maintain, for the duration of this Agreement, such proof of insurance and performance security as the [City/Village] deem necessary;
4. Vendor warrants to all Members and to the [City/Village] that Vendor has good marketable title to all electricity sold hereunder, and that said electricity is free from all liens and diverse claims;

5. Vendor shall deliver or cause to be delivered all electricity supplied by Vendor to each Member to the appropriate node locations to effect delivery to the Point of Delivery; and
6. Vendor shall maintain all of the qualifications, certifications, approvals, and other authorizations required by law to provide the Services pursuant to this Agreement.

ARTICLE 10: CONFIDENTIALITY

Vendor shall preserve the confidentiality of the account information it receives as a result of the performance of its obligations set forth herein.

A. Vendor shall not disclose, use, sell or provide customer account information to any person, firm or entity for a purpose outside of the operation of the Program. This provision shall survive the termination of this Agreement.

B. Notwithstanding the foregoing, Vendor may disclose confidential account information as required by law, and any such disclosure shall not be a violation of this Agreement. However, such disclosure shall not terminate the obligations of confidentiality.

C. Vendor agrees to give the [City/Village] prompt notice of any discovery request or order, subpoena, or other legal process requiring disclosure of any confidential account information.

D. Vendor shall provide the [City/Village] with sufficient advance notice as to give the [City/Village] an opportunity, at the [City/Village]'s discretion and sole cost, to seek to quash the subpoena, obtain a protective order or similar relief.

E. Vendor shall furnish only that portion of the confidential account information that is required or necessary in the opinion of Vendor's legal counsel. In addition, Vendor shall use reasonable efforts to obtain reasonable assurances that any account information so disclosed will be treated as confidential. All account information shall be returned to the [City/Village] at the conclusion of the Services provided to the Program.

F. Notwithstanding the foregoing, nothing herein shall prevent the use by Vendor of such customer account information for the purpose of communicating with its customers or former customers. In addition, nothing herein shall prevent Vendor from using information in the public domain prior to its disclosure under this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this agreement to be effective on the date first written above. The Parties agree that this Agreement may be executed in separate counterparts and delivered by facsimile, or as an attachment to an electronic message (such as a pdf, tif or other mutually acceptable type of file attachment), each of which when so executed and delivered shall constitute the one and the same original document.

Vendor

[Village/City of]:

Signed: _____

Signed: _____

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____

**EXHIBIT A: [VILLAGE/CITY] MUNICIPAL AGGREGATION SUPPLY PRICING
CONFIRMATION**

CONFIRMATION

This Confirmation, once fully executed, is an agreement entered into pursuant to the terms of the Aggregation Program Agreement between **Vendor** and the [Village/City of] (the “[Village/City of] ”), and forms a part thereof.

Vendor and [Village/City of] agree that the Aggregation Members shall receive the Fixed Rate set forth below for the Delivery Period set forth below:

Delivery Period:

Fixed Rate: \$ per kWh

The Price does not include utility distribution charges or applicable taxes. Both Parties recognize that components of the Fixed Rate include electric tariff charges that are authorized by the Illinois Commerce Commission, Regional Transmission Operator, other state or governmental agencies having jurisdiction, and/or the Federal Energy Regulatory Commission. Any increase in these charges subsequent to the execution of this Confirmation may be directly passed through to Aggregation Members by a corresponding increase in the Fixed Rate.

REC obligations would also be inserted here

[Village/City of] :

By:

Name:

Title:

Date:

Vendor:

By:

Name:

Title:

Date:

EXHIBIT B: [VILLAGE/CITY OF] MEMBER ELECTRICITY PURCHASE AND SALE TERMS AND CONDITIONS

The [Village/City of], pursuant to the municipal aggregation authority conferred upon it by [referendum No. 1], which passed by a majority of the vote on March 20, 2012, selected **Vendor** to supply the aggregation and to administer enrollments as described below. You, the account holder (also referred to as "Buyer") for the utility account ("Account") applicable to the service address referenced on the letter accompanying this Opt Out Notice (the "Account"), and Seller agree to the following terms and conditions. Seller and Buyer (individually referred to as "Party" and collectively as "Parties") agree to the following Electricity Purchase and Sale Terms and Conditions ("Agreement"), as of [_____, 2012] (the "Effective Date"):

1. Enrollment: Enrollment is automatic for those who are eligible, but participation is voluntary. **IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY RETURNING THE POSTCARD POSTMARKED NO LATER THAN [date] OR BY CALLING OUR TOLL FREE NUMBER BY [date].**

Eligibility: Buyer and the Accounts to be served (i) must be located within the jurisdictional boundaries of the [Village/City of] [Village/City of], (ii) must be served by Commonwealth Edison on one of the following rate classes: BES, BESH, and RDS (which in general terms apply to residential non-electric space heat service and small commercial customers), (iii) may not be under Agreement with another competitive supplier, and (iv) must be in good credit standing with the Utility.

Term: This Agreement shall become binding on the Effective Date, however, the Agreement is contingent upon: (a) successful enrollment by the Utility and (b) the passage of the Rescission Period without effective cancellation by Buyer. Successful enrollment by the Utility is dependent upon (i) the eligibility of Buyer's Utility accounts, as determined by the Utility, to take from a retail electric supplier and to participate in the Utility's purchase of receivables program, and (ii) the accuracy and completeness of the information submitted for enrollment. Service will commence on the later of (a) the meter read in [enter month] or (b) the first meter read date following successful enrollment by the Utility. Service shall remain in effect for [number of months] billing cycles ("Initial Term"), unless terminated pursuant to the terms of this Agreement.

2. Rescission Period: Buyer may cancel enrollment without penalty up to 5 business days before the switch to Seller's service is to occur.

3. Price and Service: For the Initial Term, Buyer shall pay [enter unit price] ("Price"), multiplied by the billing cycle usage for the Utility account numbers ("Accounts"). Both Parties recognize that components of the Seller charges include electric tariff charges that are authorized by the Illinois Commerce Commission, Independent System Operator, other state or governmental agencies having jurisdiction, and/or the Federal Energy Regulatory Commission. Any new tariff charges that become effective after the commencement of the Delivery Period may be directly passed through to Buyer by a corresponding increase in the Price. Seller shall not impose any fees or charges on Buyer other than the Price set forth above, and if applicable a reasonable administrative fee associated with new enrollments as set forth in Section 7 below. While Seller does not charge Buyer a separate fee to switch to Seller's service, if Buyer is currently receiving electricity pursuant to an agreement with an alternative retail electric supplier, that supplier may charge Buyer for switching electricity providers.

4. Renewal Between 30 and 60 days prior to the end of the Initial Term or a Renewal Term (whichever is in effect, hereinafter the "Current Term"), Seller may send Buyer an offer for a Renewal Term. This offer will include, without limitation, the new Price, any applicable early termination fees, and the Renewal Term ("Offer"). In the event Seller does not receive Buyer's rejection of the Offer within ____ days, the Offer will be deemed accepted by Buyer without the need for further signature or other affirmative action by Buyer. If Buyer rejects the Offer in the manner directed in the Offer, Buyer's Accounts will be returned to Utility service at the end of the Current Term. If Seller does not submit an Offer to Buyer and instead indicates that the Agreement will be extended on a month to month basis at prevailing market rates, then the Agreement will be extended as set forth in the notice or terminated as directed by Buyer.

5. Billing and Payment: Buyer will be invoiced for Seller's charges and the Utility's delivery charges by the Utility on the invoice(s) Buyer receives from the Utility, and such billing and payment shall be subject to the applicable Utility rules regarding billing and payment procedures. Seller's charges or credits not invoiced through the Utility shall be invoiced or credited, respectively, directly by Seller. Seller may cause the Utility to correct previous invoices in the event of invoicing errors.

6. Taxes: Any tax levied against Seller by any governmental entity, exclusive of Seller's income tax or taxes levied on Seller's real or personal property, that must be paid by Seller shall be passed through to and borne and reimbursed by Buyer. Buyer must provide Seller with any applicable exemption certificates. Buyer shall pay any such taxes unless Seller is required by law to collect and remit such taxes, in which case Buyer shall reimburse Seller for all amounts so paid.

7. Termination; Remedies: If either Party defaults on its obligations under this Agreement (which may include Buyer's switching to another electric supplier or the Utility or Buyer's failure to pay the Utility), the other Party may terminate this Agreement, as applicable. In addition, If Buyer chooses to terminate this Agreement based on a recommendation from the [Village/City of] in the event that Seller has materially breached the Aggregation Program Agreement between Seller and the [Village/City of] of _____, then Seller shall not be liable to Buyer for any damages or penalties resulting from such termination of this Agreement, including claims related to the price received from ComEd or an alternate supplier being higher than the Price herein, unless Seller has also materially breached these Terms and Conditions. Seller reserves the right to charge Buyer a reasonable early termination administrative fee for Buyer's termination after the Rescission Period of Section 2 that has not resulted from Seller's default with respect to this Agreement or the Aggregation Program Agreement between Seller and the [Village/City of] of _____. Seller may invoice Buyer directly for the reasonable administrative fee incurred as a result of Buyer's early termination. The Buyer will pay this early termination administrative fee within 10 days of the invoice date. Buyer agrees damages would be difficult to quantify upon a default and agrees that this is not a penalty. For residential accounts, the administrative fee for early termination shall be \$0 per Account. For nonresidential Accounts, the administrative fee for early termination per Account shall not exceed the amount calculated as (a) the average monthly usage in kilowatt-hours (kWh) applicable each Account per the Utility, multiplied by

(b) the number of billing cycles remaining in the Current Term, multiplied by (c) \$0.005 per kWh. If Buyer moves within the [City/Village] of _____, contacts Seller and requests to be re-enrolled with Seller under the terms of this Agreement, Seller shall re-enroll Buyer subject to the eligibility requirements set forth in Section 1 above. Upon successful re-enrollment, the reasonable administrative fee for early termination shall be waived.

8. Limitations: ALL ELECTRICITY SOLD HEREUNDER IS PROVIDED "AS IS", AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN AGREEMENT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

9. Force Majeure: Except for Buyer's obligation to pay Seller timely, neither Party shall be liable to the other for failure to perform an obligation if the non-performing Party was prevented from performing due to an event beyond the reasonable control, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation, acts of God, a condition resulting in the curtailment of electricity supply or interruption or curtailment of transmission on the electric transmission and/or distribution system, interruption of Utility service, terrorist acts or wars, and force majeure events of the Utility or independent system operator.

10. Questions, Complaints and Concerns: Buyer may contact Seller by calling **1-888-XXX-XXXX**, or going to the Seller's website at **www.xxxxxxxxxx.com**, or by writing to **[SELLER'S ADDRESS] Attn: Customer Service**. For issues concerning this Agreement, Seller will attempt to resolve the matter within 5 business days after receiving the call or letter. If Buyer is not satisfied with the response, or to obtain consumer education materials, Buyer can contact the Illinois Commerce Commission's Consumer Services Division at 1-800-524-0795 or 1-800-858-9277 for TTY hearing-impaired customers or visit the Illinois Commerce Commission's website at www.icc.illinois.gov. Buyer may also contact the Illinois Attorney General's Office at 1-800-386-5438.

11. Miscellaneous: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard for the conflicts of law provisions thereof. Title, possession, control of the electricity, and risk of loss will pass from Seller to Buyer at the delivery point, which shall be the Utility. Buyer appoints Seller as its agent for the purposes of effectuating delivery, including for receipt of billing and usage data from the Utility. Subject to written consent by the [Village/City of] , and notice from Seller, Seller may assign this Agreement without Buyer's consent. Buyer may assign this Agreement only with Seller's prior written consent. This Agreement shall be considered a Letter of Agency and constitutes the entire agreement between the Parties, superseding all verbal and written understandings. This Agreement shall only be amended in a writing signed by both Parties or with Notice from Seller to Buyer as described under Section 4 above. Buyer should contact the Utility in the event of an electric emergency at the following numbers: for ComEd residential customers, 1-800-Edison-1; for ComEd business customers, 1-877-4-ComEd-1. Future correspondence may be sent by Seller to Buyer via first class mail and/or electronic mail.

EXHIBIT C: ENROLLMENT FORMS AND DOCUMENTATION

EXHIBIT D: INSURANCE REQUIREMENTS

- A. Worker's Compensation and Employer's Liability with limits not less than:
- (1) Worker's Compensation: Statutory;
 - (2) Employer's Liability:
 - \$500,000 injury-per occurrence
 - \$500,000 disease-per employee
 - \$500,000 disease-policy limit
- Such insurance shall evidence that coverage applies in the State of Illinois.
- B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.
- All employees shall be included as insureds.
- C. Comprehensive General Liability
- (1) with coverage written on an "occurrence" basis with limits no less than:
 - \$1,000,000 Bodily Injury and Property Damage Combined Single Limit
 - Coverage is to be written on an "occurrence" basis.
 - Coverages shall include:
 - Broad Form Property Damage Endorsement
 - Blanket Contractual Liability (shall expressly cover the indemnity provisions of the Contract)
 - (2) with coverage written on a "claims made" basis with limits no less than:
 - \$1,000,000 Bodily Injury and Property Damage Combined Single Limit
 - Coverage is to be written on a "claims made" basis.
 - Coverages shall include:
 - Broad Form Property Damage Endorsement
 - Blanket Contractual Liability (shall expressly cover the indemnity provisions of the Contract)
- D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering Vendor against all sums that Vendor may be obligated to pay on account of any liability arising out of the Contract.
- E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy shall provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- F. [City/Village] as Additional Insured. [City/Village] shall be named as an Additional Insured on all policies except for:
- Worker's Compensation
 - Professional Liability
- Each such additional Insured endorsement shall identify [City/Village] as follows: [City/Village] of _____, including its [Board/Council] members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

ATTACHMENT E: CONSORTIUM REQUIRED BIDDER FORMS

Bidder Qualification Form

The undersigned authorized representative of the Bidder submits the following and hereafter attached qualification information to the Consortium with the understanding that the Consortium will use and rely upon the accuracy and currency of the information in the evaluation of Vendor's Proposal.

BIDDER (Official Name and D/B/A)

Signature of Representative

Date

Printed Name

Title

Address

City/State

Zip Code

Telephone

Facsimile

E-mail

Business and Directory Information

(a)	Name of Business (Official Name and D/B/A)
(b)	Business Headquarters (include Address, Telephone and Facsimile)
(c)	If a Division or Subsidiary of another organization provide the name and address of the parent
(d)	Billing Address
(e)	Name of Chief Executive Officer
(f)	Customer Contact (include Name, Title, Address, Telephone, Toll-Free Number, Facsimile and E-mail)
(g)	Company Web Site
(h)	Type of Organization (i.e., Sole Proprietor, Corporation, Partnership, etc. -- should be the same as on the Taxpayer ID form below)
(i)	Length of Time in Business
(j)	Annual Sales (for most recently completed Fiscal Year)
(k)	Number of Full-Time Employees (average from most recent Fiscal Year)
(l)	Type of and description of business
(m)	State of incorporation, state of formation or state of organization
(n)	Identify and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the Vendor's performance under the terms of this RFP
(o)	Identify the Vendor's accounting firm
(p)	The successful Vendor will be required to register to do business in Illinois. If already registered, provide the date of the Vendor's registration to do business in Illinois and the name of the Vendor's registered agent in the State.

References

Provide references from established firms or government agencies, (four preferred; two of each type preferred) other than the Consortium, that can attest to your experience and ability to perform the contract subject of this RFP.

(1) Firm/Government Agency (Name):	Contact Person Name:
	Address:
	Phone:
	E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:	
(2) Firm/Government Agency (Name):	Contact Person Name:
	Address:
	Phone:
	E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:	
(3) Firm/Government Agency (Name):	Contact Person Name:
	Address:
	Phone:
	E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:	
(4) Firm/Government Agency (Name):	Contact Person Name:
	Address:
	Phone:
	E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:	

Taxpayer Identification Number

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Name (Printed): _____

Employer Identification Number: _____

Legal Status (check one):

____ Individual

____ Governmental

____ Sole Proprietorship

____ Nonresident alien

____ Partnership/Legal Corporation

____ Estate or Trust

____ Tax-exempt

____ Corporation

Pricing Proposal Form

Bidder Name:

BIDDER MUST AGREE TO PROVIDE ITS PROPOSED PRICES TO ANY ONE OR MORE MUNICIPALITIES WITHIN THE CONSORTIUM.

Vendor Margin Proposals: Bidders are to indicate the margin (not the total supply cost) they agree to as their compensation under the Power Supply Agreements

Option	Description	Bidder Fixed Margin (\$/MWh)
Fixed-Price Proposals	Bidder provides a fixed price (\$/MWh) that will be added to a fixed market price for electricity supply, capacity, transmission, and ancillary services agreed to by the Consortium. After passage of the Opt-Out referendum and the passage of an ordinance accepting a Plan of Operation and Governance, the Consortium and Consultant will request and receive from the selected Vendor daily fixed price market quotes for 12-, 18-, 24- and 30-month periods. The daily market price quotes will detail the unit costs of energy supply, capacity, transmission, and ancillary services available to the Consortium that day. The daily market price quotes will be reviewed by the Consultant to establish whether the pricing is: (i) consistent with market prices and tariffs; and (ii) consistent with Agreement terms. If the daily market price quote is deemed unacceptable, the Consortium municipalities will not be obligated to accept the pricing. If the daily market price quote is deemed acceptable by the Consultant, the Consultant will inform the Consortium Designee of the price and pricing components and recommend acceptance. If accepted, a representative of each Consortium member municipality will affirm acceptance of the commodity price plus the approved Vendor Margin verbally and in writing to the selected Vendor on the same day.	Through Billing Cycles ending in May 2013
Bidder Generated Pricing Proposal (Optional)	Please provide Specification/Description	

Bidder Renewable Energy Proposals

Option	Description	Bidder Proposal (# or % free RECs)
Additional Renewable Energy at No Charge	Bidder provides volumes of Renewable Energy Credits (RECs) that exceed the annual requirements of the Renewable Portfolio Standard (RPS). These volumes of RECs are provided at no additional cost to the municipalities within the Consortium.	
Option	Description	Bidder Proposal (\$/REC)
Additional Renewable Energy (25% mix)	Bidder provides volumes of Renewable Energy Credits (RECs) that exceed the annual requirements of the Renewable Portfolio Standard (RPS). The targeted volumes of RECs would be equal to 25% of a member municipality's annual project load volume (where 1 REC equals 1 MWh of delivered electricity volume). These volumes of RECs are provided at a fixed unit price (\$/REC).	
Additional Renewable Energy (50% mix)	Bidder provides volumes of Renewable Energy Credits (RECs) that exceed the annual requirements of the Renewable Portfolio Standard (RPS). The targeted volumes of RECs would be equal to 50% of a member municipality's annual project load volume (where 1 REC equals 1 MWh of delivered electricity volume). These volumes of RECs	

	are provided at a fixed unit price (\$/REC).	
Additional Renewable Energy (75% mix)	Bidder provides volumes of Renewable Energy Credits (RECs) that exceed the annual requirements of the Renewable Portfolio Standard (RPS). The targeted volumes of RECs would be equal to 75% of a member municipality's annual project load volume (where 1 REC equals 1 MWh of delivered electricity volume). These volumes of RECs are provided at a fixed unit price (\$/REC).	
Additional Renewable Energy (100% mix)	Bidder provides volumes of Renewable Energy Credits (RECs) that exceed the annual requirements of the Renewable Portfolio Standard (RPS). The targeted volumes of RECs would be equal to 100% a member municipality's annual project load volume (where 1 REC equals 1 MWh of delivered electricity volume). These volumes of RECs are provided at a fixed unit price (\$/REC).	
Bidder Generated Pricing Proposal (Optional)	Please provide Specification/Description	

REQUIRED STATEMENTS

Bidder hereby states that all statements made in these Required Statements are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the Power Supply Agreements, and that Deponent is authorized to make them.

Bidder also states that Bidder has carefully prepared, reviewed and checked these Required Statements and that the statements contained in these Required Statements are true and correct.

1. **Subcontractors:** Bidder proposes to employ the following subcontractors in connection with the performance of the Power Supply Agreements. State name, address, and telephone number of each proposed subcontractor. If none, write "None".

2. **Standard Operating Procedures Manual:** Bidder has included with its Proposal a copy of its existing Standard Operating Procedures Manual, or other customer service manual, as required pursuant to Section 4.3.5.1 of the RFP.

Manual included Manual not included

3. **Customer Service Telephone Access Line:** Bidder shall maintain a toll-free telephone access line for Aggregation Members, as required pursuant to Section 4.3.5.3.1 of the RFP, at the following telephone number: _____.

4. **Customer Service Website:** Bidder shall maintain a website for Aggregation Members, as required pursuant to Section 4.3.5.3.2 of the RFP, at the following address:

http://_____.

5. **Satisfaction of Specifications and Qualifications:** Bidder acknowledges and agrees that, except as specifically stated on Attachment C to this RFP, Bidder satisfies, and will satisfy, all specifications and qualifications set forth in Section 4 of the RFP.

6. **Complete Proposal:** Bidder affirms that its Proposal contains all information required pursuant to the RFP.

7. **Price Guarantee:** Bidder acknowledges and agrees that it shall provide its proposed prices to any one or more municipalities within the Consortium even if: (a) the March 20, 2012 referendum fails in one or more of the municipalities; or (b) one or more of the municipalities fails to award a Power Supply Agreement.

8. **Bidder's Obligations:** In submitting this Bidder's Proposal, Bidder acknowledges and agrees that all information provided by it is true and correct, and understands and agrees that it shall be bound by

each and every term, condition or provision contained in the RFP and the Power Supply Agreement, which are by this reference incorporated herein and made a part hereof.

DATED this _____ day of _____, 2012.

Attest/Witness:	_____
	Bidder
By: _____	By: _____
Title: _____	Title _____

Addenda to Bid Package

Each Bidder shall securely staple to this page any and all Addenda issued prior to the opening of Bidder's Proposals. Each Bidder shall also list all such Addenda in the place provided therefore in the Bidder's Proposal form.

If Bidder received no Addenda, Bidder shall so indicate by placing an "X" in the box below:

No Addenda Received