
VILLAGE OF FRANKLIN PARK

REQUEST FOR PROPOSALS

Electricity Aggregation Procurement

Reference #FP12-001

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1. INTRODUCTION

The Village of Franklin Park (“Village”) seeks to select a single certified Alternative Retail Electric Supplier (ARES) as the Vendor to supply electric power and energy to the Village’s proposed Municipal Aggregation. Through this RFP, the Village is soliciting proposal for various pricing options, contract terms and options for increased volumes of renewable energy. With an estimated 6,000 eligible electric accounts, the Aggregation has the potential to attract lower rates than the current default tariff service rate, while also acquiring a cleaner portfolio of power supply.

The selected Vendor will assist the Village in establishing the Aggregation to include residential and small commercial accounts that meet the definition of “eligible retail customer” located within the Village’s boundaries and receiving service from Commonwealth Edison. The Vendor awarded a contract hereunder must coordinate with the Village’s electricity consultant and designated staff in order to deliver services required under a Power Supply Contract.

1.1 BACKGROUND: Pursuant to the Illinois Power Agency Act (“Act”), 20 ILCS 3855/1-92, the Village of Franklin Park (“Village” or “The Village”) is authorized to aggregate the electric loads of small commercial and retail customers located within their municipal boundaries (herein referred to as “municipal aggregation”). Once the aggregation is established, the Village 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 the Village’s residents and small businesses.

In accordance with the Act, the Village passed Ordinance 1112-G-75 date the 5th day of December 2011 authorizing a referendum in the community on the March 20, 2012 ballot which asks the public for authority to create an Opt-Out Aggregation Program (“Program”) for its residents and small business customers. In advance of the referendum, the Village seeks to:

1. Solicit proposals for energy supply and services from qualified and licensed Alternative Retail Electric Suppliers (ARES) on behalf of the Village;
2. Select a single ARES with which to negotiate a Power Supply Contract;
3. Enter into a Power Supply Contract between the Village and the selected Vendor for energy supply and services;
4. Upon successful passage of the community’s referendum, fully empower the Power Supply Contract with the establishment of a fixed commodity price;
5. Enroll eligible retail customers into the contracts after completion of an opt-out notification period.

Because the Village adopted an opt-out aggregation program, all eligible customers located within the Village of Franklin Park 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. The Village’s Plan of Operation and Governance (Attachment A) requires the Aggregation Program to:

1. Provide universal access to all applicable residential customers and equitable treatment of applicable residential customers;

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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 Village is soliciting offers from certified ARES to supply electric power and energy, and arrange for associated delivery to accounts located in the Commonwealth Edison (ComEd) delivery service area. This RFP includes residential and small commercial electric accounts for multiple entities that meet the definition of “eligible retail customer” as defined in the Act and the Public Utility Act.

The Village will pursue an Early Selection bidding process to select an ARES. Early Selection solicits bids from registered ARES to establish 1) professional qualifications, and 2) pricing options (including maximum Vendor Margin, capped fixed price, and various renewable energy resource options). The Early Selection process awards a Power Supply Contract to a selected Vendor prior to the referendum, but fixes the commodity price for the Aggregation after the referendum. The Early Selection Process is designed to provide more flexibility to the Village with regard to fixing a commodity price, reducing transaction costs, and delivering lower cost electricity to Participants at an earlier date than standard procurement methods.

After the passage of the referendum, the selected Vendor shall provide accurate and understandable pricing options ranging from a base rate to various alternative supply options, ancillary supply services, and 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 the Village.

General consumption data for the Village of Franklin Park is found in Attachment B to this solicitation. This information is considered confidential under the authority of Section HH of the Illinois Consumer Fraud Act and should be handled as such.

2. DEFINITIONS

Whenever used in this RFP, Contract, or amendment, including schedules and exhibits to this RFP or Contract, the following terms will have the meanings defined below. Any objections or questions regarding the definitions should be raised with the RFP contact identified in Section 3.2 of this solicitation.

- 2.1 **“Acceptance”** shall mean the point in time when the Village or its designee formally certifies or otherwise indicates acceptance of the Bidder’s proposal in writing.
- 2.2 **“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 Vendor.
- 2.3 **“Act”** shall refer to the Illinois Power Agency Act as set forth at 20 ILCS 3855/1-92;
- 2.4 **“Aggregation”** or **“Municipal Aggregation”** or **“Community Choice Aggregation”** shall mean the pooling of residential and small commercial retail electrical loads located within the municipality for the purpose of soliciting bids and enter into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment in accordance with 20 ILCS 3855/1-92;
- 2.5 **“Aggregation Consultant”** or **“Consultant”** shall refer to an independent consultant with demonstrated expertise in electric supply contracting.
- 2.6 **“Aggregation Member”** or **“Member”** shall mean a residential or small commercial retail electric account enrolled in the Village of Franklin Park Municipal Aggregation Program;
- 2.7 **“Aggregation Program”** or **“Program”** shall mean the program developed by the Village, as a Municipal Aggregator under the Act, to provide residential and small commercial customers in the Village with retail electric supply as described in this document;
- 2.8 **“Alternative Retail Electric Supplier”** or **“ARES”** shall mean an entity certified by the Illinois Commerce Commission 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 document, 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 must be provided in the generation and delivery of electricity. As defined by the Federal Energy Regulatory Commission, they include: 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 **“Bid”** shall mean the response to this Request for Proposals (RFP).
- 2.11 **“Bid Firm Time”** shall mean bids shall remain firm and unaltered after opening for the number of days shown. A Bid may be accepted, subject to successful contract negotiations, at any time during the Bid Firm Time.
- 2.12 **“Buyer”** shall have the same definition as **“Aggregation Member”** or **“Member”**

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- 2.13 “Change of Control”** shall mean any transaction or combination of transactions as a result of which (a) ownership of a vendor changes, (b) the sale or transfer of fifty percent (50%) or more of the beneficial ownership occurs or, (c) the divestiture, in whole or in part, of the business unit or division of a party that is obligated to produce the products and services occurs.
- 2.14 “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 Village.
- 2.15 “Contract”** shall mean the **“Contract For Supplies”** included with the Villages RFP.
- 2.16 “Confidential Information”** shall mean any material, data, or information disclosed by either Party to the other that, pursuant to agreement of the parties, is not generally known by or disclosed to the public or to Third Parties including, without limitation: (a) all materials, know-how, processes, trade secrets, manuals, confidential reports, financial, technical and operational information, and other matters relating to the operation of a Party’s business; (b) software; and (c) any other information that the Parties agree should be kept confidential. See also subsection 7.2.6 of Section 7 of this RFP, “Public Records and Requests for Confidential Treatment.”
- 2.17 “Default Tariff Service”** shall mean the electricity supply services available to eligible retail customers of the Utility;
- 2.18 “Electric Utility” or “Utilities”** shall mean Commonwealth Edison (ComEd) as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within the Village;
- 2.19 “Eligible Retail Customer”** shall mean the residential and small commercial retail customers of the Utility;
- 2.20 “ICC”** shall mean the Illinois Commerce Commission as described in 220 ILCS 5/2-101
- 2.21 “ILCS”** shall mean Illinois Compiled Statutes. An unofficial version of the ILCS can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>.
- 2.22 “IPA”** shall mean the Illinois Power Agency established by Public Act 95-0481, (20 ILCS 3855/1-1 et.seq.)
- 2.23 “Load”** shall mean the total demand for electric energy required to serve the Village of Franklin Park residential and small commercial members in the Aggregation;
- 2.24 “Municipal Aggregator”** shall mean the Village of Franklin Park acting as facilitator for the process of securing competitive retail electric rates for the Aggregation Members pursuant to the authority conferred by the Act and in accordance with this Aggregation Plan of Operation and Governance;
- 2.25 “Offer”** shall mean the Bid, the Contract for Supplies, and all required forms and certifications—completed, signed, and returned by the Vendor.
- 2.26 “Opt-Out”** shall mean the process by which a customer who would be included in the Aggregation chooses not to participate in the Aggregation and to return to ComEd’s default tariff service;
- 2.27 “Parties”** shall mean the Village and the Vendor.
- 2.28 “PIPP”** shall mean Percentage of Income Payment Plan (PIPP) created by the Emergency Assistance Act, 305 ILCS 20-18 to provide a bill payment assistance program for low- income residential customers;
- 2.29 “PJM”** shall mean the PJM Interconnection is a regional transmission organization (RTO) 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.
- 2.30 “Plan”** shall mean the Village of Franklin Park Aggregation Plan of Operation and Governance consistent with the requirements set form in 20 ILCS 3855/1-92, the Illinois Power Agency Act.

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- 2.31 “Power Supply Service Agreement”** or **“Service Agreement”** shall mean the contract between the Village and the Alternate Retail Electric Supplier (ARES);
- 2.32 “Pricing Period”** shall mean the period of time a fixed price offer is available to Aggregation Members. Pricing Periods may be less than the Power Supply Contract term, but never longer.
- 2.33 “REC”** shall mean Renewable Energy Credits certified in a manner consistent with the requirements of the Illinois Renewable Portfolio Standard;
- 2.34 “Request for Proposals”** or **“RFP”** shall mean a formal written invitation to responsible bidders to submit qualifications and pricing methods for electricity supply, services, and equipment to the Aggregation.
- 2.35 “Response”** shall mean the Vendor’s proposal and clarifications in response to the Village’s RFP.
- 2.36 “Responsible Bidder”** shall mean an ARES that has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- 2.37 “Responsive Bidder”** shall mean an ARES that has submitted a bid that conforms in all material respects to the RFP.
- 2.38 “Small Commercial Retail Customer”** shall mean those retail customers with an annual peak demand of 100 kW or less, provided, however, that the definition of Small Commercial Retail Customer will include such other definition or description as may become required by law or tariff.
- 2.39 “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. Unless the context provides otherwise, the terms “specification” and “purchase description” are used interchangeably.
- 2.40 “Supply Power Bid”** shall mean the single procurement process utilized by the Village on behalf of the Village to solicit price and service offers from certified Alternative Retail Electric Suppliers.
- 2.41 “Third Party”** shall mean any entity other than the Village, Vendor(s), or any of their respective Affiliates.
- 2.42 “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 will be allowed to add only the Vendor Margin to any fixed commodity supply price quote provided to the Village.
- 2.43 “Village”** or **“The Village”** shall mean the Village of Franklin Park, acting by and through its corporate authorities, and authorized municipal employees;
- 2.44 “Village Designee”** shall mean the person (or persons) empowered by the Village by Ordinance to authorize and execute a contract price lock for electricity supply on behalf of the Village Board.

3. KEY INFORMATION ABOUT THIS REQUEST FOR PROPOSALS

3.1 RFP NUMBER: FP12-0001

3.2 RFP CONTACT: David Talbott
Village of Franklin Park
9500 Belmont Avenue
Franklin Park, IL 60131
Phone: (847) 671-8304
E-mail: dtalbott@vofp.com

3.3 QUESTIONS: Please direct all questions to the RFP Contact. Do not discuss this RFP with any person other than the RFP Contact, or the RFP Contact's designee. Questions received less than seven calendar days prior to the due date and time may be answered at the discretion of the Village. When the answer to a question regarding the RFP may result in a material change to the RFP, we will respond in writing. In that case, we will either send the answer to all eligible recipients of the RFP or post the answer at: http://www.villageoffranklinpark.com/government/bids_rfp/ Only written answers to questions will be binding on the Village.

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

Issue RFP	February 24, 2012
Due Date and Time for Bids	March 5, 2012; 3 PM
Opening Date and Time	March 5, 2012; 4 PM
Anticipated Announcement of Vendor Selection	March 8, 2012; 10AM

3.5 PRE-BID CONFERENCE: A pre-bid conference will not be held

3.6 NUMBER OF COPIES: Submit a signed original and 3 copies of the Proposal in a sealed envelope or container. You must also submit a copy on a CD in PDF format.

3.7 SUBMIT PROPOSALS TO: Village of Franklin Park
9500 Belmont Avenue
Franklin Park, IL 60131
Attn: Clerk's Office

3.8 OPENING: The Village 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 Village 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 BID FIRM TIME: 120 days from Opening (Vendor Premium)

3.11 PROTEST REVIEW OFFICE: Village of Franklin Park
9500 Belmont Avenue
Franklin Park, IL 60131
Attn: David Talbott
Phone: (847) 671-8304

4. SPECIFICATIONS

The Village of Franklin Park is interested in receiving the best price and the service for their residents, and has established the following Specifications. The Specifications represent a portion of the Village's due diligence in selecting a licensed AND qualified Supplier for the approximately 6,000 accounts included in the Village's Aggregation.

The Village requests that responses to Section 4.5 (Bidder Qualifications) be structured in a manner that follows the outline of Section 4.5. Unsolicited bid samples 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 Village.

Upon completion of the RFP process, the selected Vendor will be expected to enter into a Power Supply Contract similar to the sample provided in Attachment C.

4.1. PROPOSED GENERAL CONTRACT TERMS: The Village will seek to preserve the following general contract terms in a Power Supply Contract with the awarded Vendor. Bidders may propose alternatives to the following specifications; however, the Village will not be obligated to accept alternative specifications, and reserves the right to reject proposals that contain extensive proposed revisions.

4.1.1 Term of Agreement. The Power Supply Contract will be awarded prior to the March 20, 2012 Referendum. After award, the selected Vendor will be expected to initiate a Public Education initiative within Franklin Park to inform community members of the proposed aggregation. The Power Supply Contract will be fully executed upon acceptance of a final fixed commodity supply price as accepted by the Village Designee. The initial Power Supply Contract term will be for a maximum of three (3) years. The Village will have discretion to determine the length of any contract periods, and the duration of Pricing Periods established in the final negotiations.

4.1.2 Single Supplier. The Village 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 will be required to otherwise comply with the requirements of the Power Supply Contract.

4.1.4 Indemnification and Hold Harmless. The selected Vendor must indemnify the Village pursuant to the terms of the Power Supply Agreement, and hold harmless the Village from any financial obligations arising from the Program

4.1.5 Assignment. The selected Vendor may not assign the awarded contract without the written consent of the Village.

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

4.1.7 Insurance. The selected Vendor must obtain and maintain, for the duration of the Power Supply Agreement, such proof of insurance and performance security as the Village deem necessary.

4.1.8 Voluntary Termination Notice. The selected Vendor must agree to notify the Village and negotiate with the Village at least sixty (60) days in advance of attempting to terminate the agreement for any reasons other than (i) the scheduled end date or (ii) Force Majeure.

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- 4.1.9 Rate Advantage.** The Village is not obligated to accept a commodity price offer from the selected Vendor that is not below the published or anticipated Utility default tariff rates.
- 4.1.10 Reimbursement of Municipal Costs.** Within 90 days after the effective date of each Power Supply Agreement, Vendor shall reimburse the applicable member municipality for all professional, legal, Consultant, and administrative costs incurred by the municipality in connection with its adoption of its Aggregation Program and the negotiation and execution of the Power Supply Agreement.
- 4.1.11 Compliance with Plan of Operation and Governance.** The Vendor shall provide all services required under the Power Supply Agreement in accordance with the Plan of Operation and Governance adopted by the applicable municipality.

- 4.2 PROPOSED CONTRACT PRICING TERMS:** The Village seeks to maintain a high level of flexibility with regard to setting a final contract price with the selected Vendor. To achieve this goal, the Village has set two methods for receiving pricing information from Bidders: Fixed Margin and Capped Pricing. Bidders may propose alternative to these methods; however, please be advised that alternative proposals will be evaluated based on the level of flexibility afforded the Village.

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

The Village seeks to preserve the following contract pricing terms in a Power Supply Contract with the selected Vendor. Bidders may propose alternatives to the following specifications within their response; however, the Village will not be obligated to accept alternative specifications, and reserves the right to reject proposals containing extensive proposed revisions.

- 4.2.1 Pricing Options.** Please provide the following price options to the Village on the Pricing Form attached to this RFP as part of Attachment E. The Village will not adopt contracts until after successful passage of community referendum. As such, 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 supply costs to compensate the Vendor for services rendered under the Power Supply Agreements.

- 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 Village. 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 Village and Consultant will request and receive from the selected Vendor daily fixed price market quotes for 12-, 18-, 24-, 30- and 36-month periods. The daily market price quotes will detail the unit costs of energy supply, capacity, transmission, and ancillary services available to the Village that day. The daily market price quotes will be reviewed by

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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 Village 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 Village Designee of the price and pricing components and recommend acceptance. If accepted, the Village Designee will affirm acceptance of the commodity price plus the approved Vendor Margin verbally and in writing to the selected Vendor on the same day.

4.2.1.1.2 Capped Price Supply. After passage of the Opt-Out referendum and the passage of an ordinance accepting a Plan of Operation and Governance, the Village and Consultant will request and receive from the selected Vendor daily Capped Price market quotes for 12-, 18-, 24-, 30, and 36--month periods. The Capped Price proposal shall provide a maximum (not-to-exceed) total supply price (\$/MWh) that will include energy supply, capacity, transmission, and ancillary services. The Capped Price proposal shall also provide that in the event market prices drop below the not-to-exceed price level, the Vendor shall provide a discount in the form of lower prices to the Village. The amount of the discount shall be 50% of any downward market price movement as reflected by futures prices for electricity contracts specified for delivery into the Northern Illinois market. 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 Agreement terms. If the daily market price quote is deemed unacceptable, the Village 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 Village Designee of the price and pricing components and recommend acceptance. If accepted, the Village Designee will affirm acceptance of the commodity price plus the 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 Village to fully evaluate the proposals. The Village 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 may be asked to provide commodity pricing offers for 12-, 18-, 24-, 30, and 36--month periods.

4.2.3 Supply Mixes. The selected Vendor must be capable of providing supply 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.

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- 4.2.3.2 Enhanced Renewable Energy Mix.** 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 will provide the cost premium associated with providing the Enhanced Renewable Energy Mix option at various specified levels up to 100%. The Village may accept an Enhanced Renewable Energy Mix at its own option.
- 4.2.4 Fees Imposition.** Neither the Village nor the selected Vendor will 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 Members chose not to opt-out of the Program.
- 4.2.5 Utility Fees.** The selected Vendor will arrange for a single Utility bill to be sent to Members by ComEd. Additionally, the selected Vendor will ensure that the following fees continue to be collected and processed by ComEd: Monthly Payments, Late Payments, Delivery Charges and Monthly Service Fee.
- 4.2.6 Enrollment and Disenrollment Charges.** The selected Vendor will apply the following fees related to Aggregation Program Members:
- 4.2.6.1 Early Termination.** 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.
- 4.2.6.2 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.
- 4.2.6.3 Switching Fee.** Members changing residency within the municipality will 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.
- 4.3 PROPOSED CONTRACT SUPPLY AND SERVICE TERMS:** The Village will seek to preserve the following contract pricing terms in a Power Supply Contract 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 Village will not be obligated to accept alternative specifications, and reserves the right to reject proposals that contain extensive proposed revisions.

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- 4.3.1 Electricity Supply.** The selected Vendor will supply firm power requirements to each of the accounts for which it is ultimately contracted to serve.
- 4.3.2 Transmission.** The selected Vendor will 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.
- 4.3.3 Billing.** The selected Vendor will make all arrangements to ensure that Aggregation Members continue to receive a single monthly bill from ComEd.
- 4.3.4 Data.** The selected Vendor will maintain a comprehensive and confidential database recording historical account information for the accounts enrolled under the Power Supply Contract, 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 will maintain certain minimum levels of customer service including:
- 4.3.5.1 Program Management and Documentation.** The selected Vendor must 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 must maintain the confidentiality of customer information.
 - 4.3.5.3 Customer Service.** The selected Vendor must 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 must maintain a toll-free telephone access line which will be available to Aggregation Members 24 hours a day, seven days a week. Trained company representatives must 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 thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) thirty seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.
 - 4.3.5.3.2 Internet and email.** The selected Vendor must establish and maintain a website for the Aggregation Members. The website will provide basic information concerning the Aggregation program and will facilitate customer inquiries by providing a platform for the submission of questions by

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email or text. Responses to inquiries submitted through the website platform must be generated within 24 hours.

4.3.5.3.3 Bilingual Services. The selected Vendor must provide customer service for Members requiring non-English verbal and written assistance.

4.3.5.3.4 Hearing Impaired. The selected Vendor must provide customer service for hearing impaired Members.

4.3.5.4 Enrollments. The selected Vendor must be prepared to perform the following Aggregation account enrollment tasks

4.3.5.4.1 Opt-Out notifications. The selected Vendor must manage the Opt-Out Notification process under the supervision of the Village and the Consultant. A single database must track account enrollment and billing data.

4.3.5.4.2 New Accounts. The selected Vendor must facilitate the addition of new customer accounts to the Aggregation Programs during the term of the Service Agreement. Residents and businesses that move into the community after an initial fourteen (14) day opt-out period will NOT be automatically included in the Aggregation Programs. Members wishing to opt-in to the Aggregation Programs may contact the Supplier to obtain enrollment information. The Supplier will not guarantee that customers opting into the Aggregation Programs after the initial opt-out period will receive the same price, terms, and conditions as did the initial participants. The selected Supplier's decision whether or not to extend an offer will be based, in part, on the market prices at the time of request.

4.3.5.4.3 Re-Joining the Aggregation Group. The selected Vendor must assist Members that have Opted-Out to rejoin at a later date. The enrollment for these Members will be conducted in the same manner as new residents moving into Franklin Park. These customers may contact the selected Vendor at any time to obtain enrollment information. The selected Vendor will not guarantee that customers opting-in at a later date will receive the same price, terms and conditions as did the initial participants.

4.3.5.4.4 Moving Within the Franklin Park community 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 the Village of Franklin Park prior to the expiration of the contract term, providing that the Member notifies the Supplier of their desire to do so with thirty (30) days notice. Moving within Franklin Park may cause the Member to be served for a brief period of time by ComEd. The Supplier shall have the right to bill the participant for any associated switching fee imposed by ComEd. Members may opt-out without penalty under these circumstances.

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- 4.3.5.4.5 Percentage of Income Payment Plan (PIPP).** The selected Vendor must facilitate billing for residents enrolled in the PIPP bill payment assistance program for low-income residential customers. The selected Vendor must also notify PIPP customers of the consequences of participating in the Aggregation.
- 4.3.5.5 Other.** The selected Vendor must accept the following terms.
- 4.3.5.5.1 Credit / Deposit Requirements.** Collection and credit procedures are to be the responsibility of ComEd, the selected Supplier, and the individual Member. Members will be required to remit and comply with the payment terms of ComEd and/or the Supplier. This Program will not be responsible for late or no payment on the part of any of its Members. The Village and its members will have no 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. Customer 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 Supplier fail for any reason to deliver any or all of the electricity needed to serve the Members needs, ComEd will immediately provide for the shortfall. ComEd would then bill the Supplier for the power provided on their behalf. The Members would incur no additional cost.
- 4.3.6 Contract Monitoring.** The selected Vendor will responsible for the faithful performance of the contract and shall have internal monitoring procedures and processes to ensure compliance.
- 4.3.6.1 Monitoring.** The selected Vendor will facilitate the Village’s efforts to monitor and track the selected Vendor’s performance over the course of the contract. Information gathered by the Village may be used in administration of the contract, and may be used in consideration of the Vendor in future procurements or contract extensions.
- 4.3.6.2 Recording.** The selected Vendor will assist the Village to develop 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.
- 4.3.6.3 Cooperation.** The selected Vendor will cooperate with the Village 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

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facilities, participate in scheduled meetings and provide management reports as requested by the Village.

4.3.7 Education and outreach. The selected Vendor will be responsible for assisting the Village in informing residents of the Referendum and Program. Bidders should identify how they will provide education and outreach services through at least the following:

4.3.7.1 Printed materials. Please submit samples of outreach and education materials for review.

4.3.7.2 Direct Mailing. Please submit samples of outreach and education materials for review.

4.3.7.3 Website. Please submit samples of outreach and education materials for review.

4.3.7.4 Costing. Please indicate how costs for providing educational materials and services will be recovered in the following scenarios:

4.3.7.4.1 Referendum fails. What costs will the Village bear for educational services and materials in the event the Opt-Out Referendum fails to win a majority vote.

4.3.7.4.2 Referendum passes. What costs will the Village bear, and what mechanisms for payment will be available to the Village in the event the Opt-Out Referendum wins a majority vote.

4.4 PROPOSED DELIVERY SPECIFICATIONS. The Village will seek to preserve the following contract pricing terms in a Power Supply Contract 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 Village will not be obligated to accept alternative specifications, and reserves the right to reject proposals that contain extensive proposed revisions.

4.4.1 Quality and Measurement. The selected Vendor must warrant that the electricity sold and delivered shall be of the specifications required by PJM and ComEd. The selected Vendor shall indemnify the Village and Buyers, and 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 must warrant that it possesses good marketable title to all electricity sold, and is free from all liens and adverse claims.

4.4.3 Delivery. The selected Vendor shall deliver all electricity supplied under the Power Supply Contract to the Buyers at appropriate node locations to secure delivery to the Aggregation Members.

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 supplier for the Franklin Park Municipal Aggregation. We request that bidders provide responses to each item listed, and to also add other qualifications the bidder believes would enhance the Franklin Park Program.

4.5.1 Licenses and Registrations. Is the Bidder allowed to sell electricity at to retail customers in Illinois? Documentation should include:

4.5.1.1 Documentation of service authority from the Illinois Commerce Commission 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;

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- 4.5.1.3 Registration as a retail electric supplier for ComEd residential 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
- 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 that to delivery power to Aggregation Members.
- 4.5.2 **Systems:** Does the bidder have existing systems that will ensure a smooth notification and enrollment process for the Aggregation Program? 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 Village;
 - 4.5.2.3 Description of the features and benefits of your 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)
 - 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 (3) 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 (3) years
 - 4.5.2.4.2 Identify the specific steps utilized to enroll accounts
 - 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:** Does the Bidder have 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 Your firm'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 both prior to and after the March 20, 2012 referendum
 - 4.5.3.4.3 Descriptions of proposed modes of communications (print, mailing, broadcast, etc.)
 - 4.5.3.5 Opt-Out processes
 - 4.5.3.5.1 Samples of Opt-Out materials (letters, forms, etc.)
 - 4.5.3.5.2 Commitment to use only materials specifically approved by the Village

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4.5.4 Corporate Structure and Financial Capacity: Does the bidder have sufficient personnel, management expertise, and financial capacity?

4.5.4.1 Describe the firm's corporate structure facilitates the sale of energy power supplies to the ComEd residential and small commercial retail customers in the Village;

4.5.4.1.1 Identify key management members. Include biographies;

4.5.4.1.2 Provide chart of corporate departments, affiliates and units

4.5.4.1.3 Identify the staff to be assigned to the Village Program.

4.5.4.1.3.1 Resumes

4.5.4.1.3.2 Office Locations

4.5.4.1.3.3 Years in the Industry

4.5.4.1.3.4 Years with the firm

4.5.4.2 Submit the firm's (or the firm's parent company) most recent audited annual report that identifies the company's long term credit rating. The following table will be used to cross reference credit ratings from the various credit rating agencies:

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

Firms 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 D to this RFP.

5. INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS

5.1 GENERAL INSTRUCTIONS:

- 5.1.1 These instructions provide Bidders with all necessary information for preparing and submitting a Proposal to the Village. 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 this format will affect our evaluation and may result in disqualification of the Proposal. For purposes of this RFP, the bidder's response to the RFP may sometimes be called a "Bid."
- 5.1.2 The Bid--completed, signed and returned--will constitute the Proposal. An original and the designated number of copies of each Proposal are required (see Section 3 of the RFP, "Key Information about this RFP"). Failure to submit the required number of copies may prevent the Proposal from being evaluated.
- 5.1.3 The Proposal must provide all information requested and must address all points. Suggested exceptions to requirements and contract modifications are allowed so long as they do not affect the Supplies described in Section 4 of the RFP, "Specifications", but such exceptions and modifications are discouraged. The Village is under no obligation to accept exceptions or modifications suggested by the Bidder (or any Third Parties/subcontractors), and any exceptions or modifications will affect our evaluation and may result in rejection. Proposals, including suggested exceptions to requirements and contract modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. All terms to which the Bidder (or any Third Parties/subcontractors) does not suggest an exception or modification will be deemed by the Village as having been accepted by the Bidder. Suggested exceptions or modifications shall be made by the Bidder (or any Third Parties/subcontractors) with a reference to the Section in which the proposed alternative language should appear. The Bidder may include specific, suggested exceptions or modifications referencing specific paragraphs of the RFP or the Sample Contract for Supplies on separate pages, and shall attach those pages to the Proposal as addenda.
- 5.1.4 Samples: Samples are not required as a part of this Invitation for Bids.
- 5.1.5 The Bid must be submitted in a sealed envelope or container, and must be labeled with the information identified in Section 3 of this solicitation.
- 5.1.6 If the Vendor designates any information in its Proposal as confidential, the Vendor must also submit one (1) copy of the Proposal from which confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible.

5.2 PROPOSAL FORMAT: The following documents and responses will 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.

Any request for confidential treatment of information must be included in the transmittal letter in addition to the specific statutory basis supporting the

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request and an explanation of why disclosure of the information is not in the best interest of the public and the specific basis under Section 7 of the Illinois Freedom of Information Act (5 ILCS 140/7) for the exemption from disclosure of such information. The transmittal letter must also contain the name, address and telephone number of the individual authorized to respond to the Village about the confidential nature of the information.

- 5.2.2 TABLE OF CONTENTS:** Bidders must include a table of contents in its Bid. Bids must be page numbered sequentially from front to back.
- 5.2.3 VALIDATION OF CONTRACT 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; iii) propose an alternative to the specification. 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 forms contained in Attachment D to this RFP

6. HOW THE VILLAGE WILL EVALUATE BIDS

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 samples, quality, workmanship, delivery, and suitability for the particular purpose required by the Village. 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 Village to award the Contract 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 is permitted to obtain a lower price for the services bid.
- 6.1.8 The Village will inform the Selected Bidder of the award recommendation. The notice will extend the Offer Firm Time until we sign a contract or determine negotiations with you have failed. Receipt or posting of a notice of award selection is not equivalent to a contract with the Village. Protested awards are subject to resolution of the protest.

6.2 CRITERIA FOR EVALUATION AND AWARD: We evaluate four categories of information: administrative compliance, vendor responsibility, responsiveness, 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 Village will determine whether the Proposals comply with the Instructions for Preparing and Submitting Bids. We may reject Proposals submitted after the deadline. Failure to meet other requirements specified in this RFP could result also in Proposal rejection.
- 6.2.2 **Vendor Responsibility:** The Village will determine whether the Bidder submitting the Proposal is an entity with which the Village can or should do business. Factors that we may evaluate 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 Village, to ensure performance of the contract and must provide proof upon request. Any failure to supply information and our determination of the quality of the information will affect our evaluation and may result in rejection.
- 6.2.3 **Professional Qualifications:** The Village will score Bidders according to their presented ability to meet the qualification identified in Section 4 of this RFP.
- 6.2.4 **Vendor Margin.** The Village will identify the lowest cost Proposal according to the Bidders’ pricing submittals provided in the Pricing Form included in Attachment D.

7. PROCUREMENT NOTICES AND REQUIREMENTS

7.1 NOTICES CONCERNING REQUIREMENTS FOR THIS RFP:

7.1.1 SOLICITATION POSTING: The Village publishes contracting opportunities online. This and other procurement opportunities can be accessed at: http://www.villageoffranklinpark.com/government/bids_rfp/ Vendors are responsible for monitoring the website, and the Village cannot be held responsible if you fail to receive the optional e-mail notices.

7.1.2 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 contract, nor will such failure be a basis for claiming additional compensation. If you suspect an error in this RFP, you must immediately notify the RFP Contact listed in Section 3.2 of the RFP. The Village will issue written instructions, if appropriate.

7.1.3 AMENDMENTS TO THE RFP: The Village 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 Village may, in its sole discretion, allow Bidders to amend their Proposals in response to the Village's amendment if necessary.

7.2 NOTICES CONCERNING BIDDING SUBMISSION:

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

7.2.2 MODIFICATION / WITHDRAWAL OF PROPOSALS: Written requests to withdraw or correct inadvertently erroneous Proposals, received before the time and date set for opening of bids, will be allowed according to the following rules. Any withdrawal or modification of a Proposal received after the time and date set for opening of bids is late and will not be considered. If received at other than the specified location, the submission is late and will not be considered. After the Proposals are opened, no changes in pricing or other provisions prejudicial to the interest of the Village or fair competition shall be permitted. Requests must be addressed and labeled in the same manner as the Proposal and marked as a MODIFICATION OR WITHDRAWAL.

7.2.3 LATE DELIVERY: We will not consider Proposals received at the designated submission location after the stated due date and time.

7.2.4 RESERVATIONS: We reserve the right to reject any and all Proposals; to reject individual Proposals for failure to meet any requirement, and to waive minor defects. We may seek clarification of the Proposal from you at any time, and failure to respond is cause for rejection. Clarification is not an opportunity to change the Proposal. Submission of a Proposal confers on you no right to an award or to a subsequent contract. The RFP process is for the Village's benefit only, and is to provide the Village with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms and conditions will be made solely at our discretion and made to favor the Village.

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7.2.5 COST OF PREPARATION: The Village is not responsible for and will not pay any costs associated with preparation and submission of Proposals.

7.2.6 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT: The Village 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 (“IFOIA”) (5 ILCS 140), the Code, and other applicable laws and rules.

Bidders are encouraged to familiarize themselves with the IFOIA and the Code before submitting a Proposal. The Village will copy public records as required to comply with the public records laws. 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 IFOIA, the Code, or other applicable law which support treatment of the material as exempt from disclosure and explain why disclosure is not in the best interest of the public. 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 Village concerning the confidential status of the materials.

Any Proposal submitted which 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 Village will treat as confidential the information marked confidential. In the event the Village receives a request for information marked confidential, it will give the Bidder written notice five (5) calendar days prior to the release of the information to allow the Bidder to seek injunctive relief pursuant to the IFOIA or the Code. Absent the granting of such relief, the Village shall release the information ten (10) calendar days after the information request. The Bidder’s failure to request confidential treatment of material will be deemed by the Village as a waiver of any right to confidentiality.

Upon award, the name of the selected Vendor and price as well as sufficient information from that Proposal will be made available to the public to allow for meaningful review and protest regardless of any claim of exemption. After award, we will disclose only the name of the unsuccessful Offerors. Any release of information is governed by the IFOIA, the Code and any other applicable law.

7.2.7 DOWNGRADING OR DISQUALIFICATION: The following are cause for downgrading or disqualification of the proposal:

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- 7.2.7.1 Failure to deliver the Proposal by the due date and time.
 - 7.2.7.2 Failure to meet one or more requirements of the RFP.
 - 7.2.7.3 Recommendations for material changes to requirements of the RFP.
 - 7.2.7.4 Limitation of rights of the Village by the Bidder.
 - 7.2.7.5 Failure to include information necessary to substantiate that it will be able to provide required Supplies. A response of “will comply” or merely repeating the required Supplies is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the required Supplies are not sufficient.
 - 7.2.7.6 Failure to provide requested information, documents, or references.
 - 7.2.7.7 Failure to include any signature, certification, authorization, stipulation, disclosure or guarantee requested in this RFP.
 - 7.2.7.8 Unauthorized contact regarding the RFP with Village employees.
 - 7.2.7.9 Providing misleading or inaccurate responses in the Proposal.
- 7.2.8 NONMATERIAL AND MATERIAL VARIANCES:** The Village reserves the right to waive or permit cure of nonmaterial variances in the Proposal if it is in the Village’s best interest to do so. “Nonmaterial variances” include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not prejudice other vendors; that do not change the meaning or scope of the RFP; or that do not reflect a material change in Section 4 of the RFP, “Specifications (Purchase Description).” In the event the Village waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Bidder from full compliance with RFP specifications or other contract requirements if the Bidder is selected. Determination of materiality is in the sole discretion of the Village.
- 7.2.9 VERIFICATION OF BID CONTENTS:** The content of a Proposal submitted by a Bidder is subject to verification. Misleading or inaccurate responses may result in disqualification.
- 7.2.10 PRESENTATIONS:** Bidders may be required to make a presentation of the Proposal. The presentation may occur at the Village’s offices or at the offices of the Bidder. The determination as to need for presentations, the location, order, and schedule of the presentations is at the sole discretion of the Village. 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 BIDS:**
- 7.3.1 **INFORMATION FROM OTHER SOURCES:** The Village 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 Village 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 contract.
 - 7.3.3 **BID CLARIFICATION PROCESS:** The Village 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 Village or any other political subdivision

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wherever located, or requests for corrective pages in the Bidder's Proposal. The Village 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 Village. An individual authorized to legally bind the Bidder must sign responses to any request for clarification. Responses must be submitted to the Village 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 BIDS: Ordinarily, all Proposals become the property of the Village 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 the IFOIA, the Code, or other applicable law.

7.3.5 COPYRIGHTS: By submitting a Proposal, the Bidder agrees that the Village 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 Village will have the right to use ideas or adaptations of ideas that are presented in the Proposals.

7.3.6 NOTICES AND REQUIREMENTS FOR AWARD AND PROTESTS:

7.3.6.1 NOTICE OF AWARD: The Village will publish a Notice of Award at: http://www.villageoffranklinpark.com/government/bids_rfp/. Notice of Award information may not be available in any other form or location.

7.3.6.2 PROTESTS: If you object to any provision of the RFP, believe the Village improperly rejected your Proposal, or believe the selected Bidder is not in the Village's best interests, you may submit a written protest. The Village must receive the protest within 7 calendar days after the Notice of Award is announced. You must submit your protest to the Protest Review Contact listed in Section 3 of the RFP, "Key Information about this RFP". The Village will consider only written protests that are properly and timely submitted. The Village will issue a written decision and that decision is final.

7.4 NOTICES CONCERNING REQUIREMENTS FOR CONTRACTS RESULTING FROM THE RFP:

7.4.1 CONTRACT NEGOTIATIONS: Vendors must be prepared for the Village to accept the Bid as submitted, but contract negotiations may be necessary or desirable at the Village's sole option. If negotiations do not result in an acceptable agreement, the Village may reject the Bid or revoke the award and may begin negotiations with another vendor. Final contract terms must be approved or signed by the appropriately authorized Village official(s).

7.4.2 COMMENCEMENT OF WORK: If you begin any billable work prior to the Village's final approval and execution of the contract, you do so at your own risk.

7.4.3 DEFINITION OF CONTRACT: The Contract For Supplies included with this RFP, along with any amendments or addenda, will constitute the written Contract between the successful Vendor and the Village. The full execution of this written Contract will constitute the making of a Contract for Supplies and no Vendor will acquire any legal or equitable rights relative to the Contract for Supplies until the Contract has been fully executed by the successful Vendor and the Village.

END OF REQUEST FOR PROPOSAL

VILLAGE OF FRANKLIN PARK – ELECTRICITY AGGREGATION PROGRAM

ATTACHMENT A: VILLAGE OF FRANKLIN PARK DRAFT MUNICIPAL AGGREGATION PLAN OF OPERATION AND GOVERNANCE

Village of Franklin Park Electricity Aggregation: Plan of Governance & Operation

[Insert Date]

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I. HISTORY AND PURPOSE OF MUNICIPAL AGGREGATION

Pursuant to the Illinois Power Agency Act (“Act”), 20 ILCS 3855/1-92, the Village of Franklin Park (“Village” or “The Village”) is authorized to aggregate the electric loads of small commercial and retail customers located within their municipal boundaries (herein referred to as “municipal aggregation”). Once the aggregation is established, the Village 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 the Village’s 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 Village does not, at this time, intend to jointly exercise its authority. However, it reserves the right to do so in the future pending amendment to this Plan of Governance and Operation.

In accordance with the Act, the Village passed Ordinance 1112-G-75 date the 5th day of December 2011 authorizing a referendum in the community on the March 20, 2012 ballot which asks the public for authority to create an Opt-Out Aggregation Program (Program) for its residents and small business customers. A copy of the Ordinance and Certification is included in Attachment B to this Plan of Governance and Operation.

The Village of Franklin Park voters approved the Municipal Aggregation Referendum at the March 20, 2012 primary election (a record of the vote in included in Attachment C to this document). Prior to the passage of the Referendum, the Village retained the services of a Consultant to assist with planning and implementing the program, bidding and selecting the electricity supplier, and advising the Village on public outreach and education related to municipal aggregation.

The Village conducted a public outreach campaign to educate Village 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 (2) statutorily required public hearings, press releases, news articles in local and regional media and the discussions with organizations and residents with a background in energy matters.

The Village seeks to aggregate the retail electric loads of eligible residents and small commercial retail accounts and to solicit bids for the purchase of that electricity. The Village will solicit bids seeking various pricing options, contract terms and options for increased volumes of renewable energy. With an estimated 6,000 eligible electric accounts, the Aggregation has the potential to attract lower rates than the current default tariff service rate, while also acquiring a cleaner power supply.

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 Village’s program not only provides these services, but provides the bargaining power achieved

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through the size of the Aggregation. The Program is designed to reduce the amount its members pay for electric energy power supply and gain other favorable terms of service. The Village will not buy or resell power, but will select through a competitive process, and negotiate a contract with a competent and licensed alternative retail electric supplier (ARES) to provide electric supply at contracted rates to all members of the Aggregation Program. The ARES shall provide accurate and understandable pricing and facilitate opt-out notifications. The ARES will also perform ancillary services for the Aggregation Members as described in this Plan.

Because the Village adopted an opt-out aggregation program, all eligible customers located within the Village of Franklin Park 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's 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.

The Village of Franklin Park and the Consultant, and the selected ARES will follow the Plan of Operation and Governance set forth in this document.

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 as set forth at 20 ILCS 3855/1-92;

“Aggregation” or “Municipal Aggregation” or “Community Choice Aggregation” shall mean the pooling of residential and small commercial retail electrical loads located within the municipality for the purpose of soliciting bids and enter into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment in accordance with 20 ILCS 3855/1-92;

“Aggregation Consultant” or “Consultant” shall refer to an independent consultant with demonstrated expertise in electric supply contracting.

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

“Aggregation Program” or “Program” shall mean the program developed by the Village of Franklin Park, as a Municipal Aggregator under the Act, to provide residential and small commercial customers in Village with retail electric supply as described in this document;

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“Alternative Retail Electric Supplier” or “ARES” shall mean an entity certified by the Illinois Commerce Commission 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 Village of Franklin Park Aggregation members. For purposes of this document, 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 must be provided in the generation and delivery of electricity. As defined by the Federal Energy Regulatory Commission, they include: 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 that provides electricity delivery services to the Village of Franklin Park.

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

“Electric Utility” or “Utilities” shall mean Commonwealth Edison (ComEd) 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 the residential and small commercial retail customers 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 established by Public Act 95-0481, (20 ILCS 3855/1-1 et.seq.);

“Load” shall mean the total demand for electric energy required to serve the Village of Franklin Park residential and small commercial members in the Aggregation;

“Municipal Aggregator” shall mean the Village of Franklin Park acting as facilitator for the process of securing competitive retail electric rates for the Aggregation Members pursuant to the authority conferred by the Act and in accordance with this Aggregation Plan of Operation and Governance;

“Village” or “The Village” shall mean the Village of Franklin Park, acting by and through its corporate authorities, and authorized Village employees;

“Opt-Out” shall mean the process by which a customer who would be included in the Aggregation chooses not to participate in the Aggregation and to return to ComEd’s default tariff service;

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“PIPP” shall mean Percentage of Income Payment Plan (PIPP) 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 is a regional transmission organization (RTO) 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;

“Power Supply Service Agreement” or “Service Agreement” shall mean the contract between the Village and the Alternate Retail Electric Supplier (ARES);

“REC” shall mean duly certified and verified Renewable Energy Credits;

“Request for Proposals” or “RFP” shall mean a formal written invitation to responsible bidders to submit qualifications and pricing methods for electricity supply, services, and equipment to the Aggregation.

“Small Commercial Retail Customer” shall mean those retail customers with an annual peak demand of 100 kW or less, provided, however, that the definition of Small Commercial Retail Customer will include such other definition or description as may become required by law or tariff.

“Village Designee” shall mean the person (or persons) empowered by the Village by Ordinance to authorize and execute a contract price lock for electricity supply on behalf of the Village Board.

III. ROLE OF THE VILLAGE

A. After the adoption of this Plan, the Village of Franklin Park with the assistance of the Consultant shall submit to ComEd, in writing, a warrant demonstrating the passage of the Village of Franklin Park’s municipal aggregation ordinance, the adoption of this Plan by the corporate authorities, and requesting the identification of retail and small commercial electric customer account information and generic load profiles.

B. The Village of Franklin Park 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 of Franklin Park may assign access to the customer information to the Consultant for the purposes of soliciting supply and service bids on behalf of the Village of Franklin Park. The Consultant is bound by confidentiality requirements in this regard, and shall only access and utilize consumer data at the direction of the Village of Franklin Park alone. Customer account information will be considered confidential and will not be disclosed under the Freedom of Information Act.

C. The Village of Franklin Park 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.

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D. The Village of Franklin Park and Consultant will develop a Request for Proposals (RFP) for Electricity Services in cooperation with the Aggregation Consultant in accordance with the terms set forth in this document.

E. The Village of Franklin Park will inform the potential bidders in the RFP document of the Village's generic load profile information as provided by ComEd.

F. The Village of Franklin Park and the Consultant will receive and evaluate proposals and select any ARES who the Village finds to be in the best interest of the Village.

G. The Village of Franklin Park may accept or deny the Consultant's ARES selection recommendation.

H. The Village of Franklin Park is under no obligation to enter into any service agreement with any ARES and may, in its discretion, chose to have the 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.

I. The Village of Franklin Park and Consultant, as the facilitators of this bidding process, are not responsible for providing electricity to the members of the Aggregation, or for billing or collecting for electricity provided under any ARES power supply 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.

IV. ROLE OF THE AGGREGATION CONSULTANT

A. Duties. The Aggregation Consultant shall advise and assist the Village with the development and implementation of its Municipal Aggregation Program, including advising staff and elected officials (at the request of the Village President) 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 Service Agreement.

B. Required Independence and Disclosures. As required by the Electric Service Customer Choice Act, the Consultant will be in a fiduciary relationship with the Village and owes the Village and its Aggregation Members 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 and to terminate the agreement in the event of such a relationship. Breach of these terms will result in the Village terminating the Consultant Agreement.

C. Fee. The Consultant shall be paid directly by the Village. The Village may reimburse itself for Consultant expenses through the addition of a fee to the supply or service contract costs negotiated with suppliers. If the Village chooses not to contract with a supplier, the Village will not be responsible to pay the Consultant any fee or compensation.

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

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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 provide by this Agreement 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 this Aggregation Program.

E. Village 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 Service Agreement.

F. Ownership of Work Product. The Consultant shall not use any Village work product for any other client or represent any Village work product as its own.

V. BIDDING

A. Bidding Procedures. The Village, working in cooperation with the Consultant, shall develop a Request for Proposals containing the terms and conditions required in this Plan of Operation and Governance. The bidding process will be conducted in accordance with all applicable state and local laws and Village acceptance of bidding practices and protocols.

The corporate authorities of the Village of Franklin Park will retain the full and absolute right to accept, accept with conditions, or reject any bid. The Village may, but is not required to, select an ARES to provide an energy power supply for the Aggregation Program according to the terms of the Service Agreement. The Village of Franklin Park also may, but is not required to, select an ARES to provide an energy power supply for the Aggregation Program according to the terms of the Service Agreement between Village and the ARES.

If the Village does not award a contract as a result of the bid process, the Village will notify the Aggregation Members that their electricity will continue to be provided by ComEd's default tariff service provider.

The Village will pursue an Early Selection bidding process to select an ARES. Early Selection solicits bids from registered ARES to establish: i) qualifications, and 2) the maximum margin (the \$/MWh charged by the ARES above the market price for electricity supply, capacity, transmission, and ancillary services) the ARES will affix to any fixed price quote provided to the Village. The Early Selection process awards a provisional contract to an ARES prior to the referendum, but fixes the commodity price for the Aggregation after the referendum. The selection process is designed to provide more flexibility to the Village with regard to fixing a commodity price, reducing transaction costs, and delivering lower cost electricity to Participants at an earlier date than standard procurement methods.

B. Contents of the Bid

1. Term of Agreement: The initial Service Agreement will be for a period no less than one (1) year. The Village will have discretion to determine the length of any future contract periods.

2. Fixed margin: The \$/MWh charged by the ARES above the market price for electricity supply, capacity, transmission, and ancillary services.

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3. Power Mix: Bidders will certify their ability to provide fixed price commodity quotes for the following energy mixes:

a. Lowest Price Mix. Electricity supply that includes the minimum renewable energy resources required by the State of Illinois Renewable Portfolio Standard. Between comparable offers, the Village will give preference to any bidder that provides all its power from sources other than coal.

b. Enhanced Renewable Energy Mix. Electricity where any non-renewable sources of electricity provided to the Aggregation are offset 100% by Renewable Energy Credits sourced through PJM hydro, wind, solar or captured methane-landfill gas. The Bidder will provide a set cost adder for providing the Renewable Energy option.

the Village of Franklin Park will determine whether any option beyond the Lowest Price Mix will be accepted.

4. Rates: The Village's intent in soliciting the bids is to provide residents with delivered electricity prices that are always less than ComEd's applicable rates.

5. Other Charges: Neither the Village nor the selected ARES will impose any terms, conditions, fees or charges on any Member served by the Aggregation Program other than the rate quoted above and a reasonable administrative fee to reimburse the Village for expenses incurred to establish the Aggregation. No exit fees will be applied to Aggregation Members who seek to opt-out of the Aggregation after the initial opt-out process has concluded. No entrance fees will be applied to customers who seek to join the aggregation after the commencement of the Aggregation supply contract.

6. Disclosure: In bidding, the ARES shall disclose the percentage of the rate that is attributable to administrative services and the energy consultant's commission.

7. Opt Out notifications: Bidders shall describe the manner and time in which the Opt Out Notification process will be handled and the manner in which it communicates with ComEd to track customer participation in the Aggregation.

8. Mid-term customer additions. Bidders will describe how they will handle customers who want to join the Aggregation after the beginning of the Service Agreement, including customers who relocate within the Village and new customers who establish new electric service.

9. Qualifications: Bidders will demonstrate that they meet all of the qualifications listed in Section C below.

10. Percentage of Income Payment Plan (PIPP) participation: Bidders will state whether they participate in the PIPP program. Bidders will also describe their process for notifying PIPP customers of the consequences of participating in the Aggregation.

11. Subcontractors: Bidders shall not employ any subcontractors other than as necessary for subcontractors will be held to the same strict confidentiality standards applicable to the ARES and will be required to otherwise comply with the requirements

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of the Service Agreement. The use of subcontractors whether approved or unapproved will not relieve the ARES from the duties, terms and conditions in the Service Agreement. Bidders shall be authorized resellers of electricity. As such their relationships with PJM or energy producers shall not be considered subcontracts for purposes of this document.

12. Member Services: Bidders will describe how they will provide membership education, including Aggregation and Opt Out notices, how they will respond to customer inquiries, how they will communicate with the public regarding the Aggregation Program and any other ongoing consumer education efforts.

13. Confidentiality: Bidders must describe the controls they have in place to guarantee the confidentiality of customer information.

14. Customer Service. Bidders shall respond with information on how they will provide customer service to the Village.

15. New Accounts. Bidders will describe the process for adding new customer accounts to the Aggregation during the term of the Service Agreement.

16. Bilingual Services. Bidders will describe their capacity to deliver customer service for Members requiring non-English verbal and written assistance.

17. Hearing Impaired. Bidders will describe their capacity to deliver customer service for hearing impaired Members.

C. Qualification of Bidders. Bidders must demonstrate that they satisfy each of the following requirements:

1. Maintain a certificate of serviced authority from the State of Illinois as a certified retail electric supplier and any and all other licenses or certifications required by the ICC;
2. Register as a retail electric supplier with ComEd;
3. Maintain a Service Agreement for Network Integration Transmission Service under Open Access Transmission Tariff;
4. Maintain the necessary corporate structure to sell energy power supplies to the ComEd residential and small commercial retail customers in Village;
5. Maintain 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 Village;
6. Maintain the marketing ability to reach all ComEd residential and small commercial retail customers in Village to educate them on the terms of the Aggregation Program and the Act, ensuring that marketing materials take into account multiple modes of

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communication including but not limited to regular mail using the Village's envelopes, email distribution lists, websites, social media and phone contact;

7. 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 thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) thirty seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

8. Maintain a local or toll-free telephone number for customer service and complaints related to the Village's Aggregation Program with a detailed plan for reaching multi-lingual customers or customers with disabilities;

9. Provide proof of the company's bond posting with the ICC;

10. Comply with all applicable laws and regulations of the State of Illinois.

11. Provide proof of company's (or parent company affiliate's) credit rating as reported in the most recent company annual or quarterly reports.

D. Bid Evaluation. The Village will evaluate the bids on the following criteria:

1. Qualifications of the Bidder
2. Rates and corresponding power mixes provided.
3. Quality of the Response to the Aggregation Plan
4. Quality of Marketing Plan and Timeline
5. Experience
6. Any other factors deemed to be in the Village's best interest.

E. Award. The Village will award a contract to any bidder which the Village determines to be in the best interests of the Village. The Village will not be required to award any contract.

F. Commodity Price Settlement. After passage of the Referendum, the Village and the Consultant will receive from the selected ARES daily market price quotes. The daily market price quotes will detail the line item costs of energy supply, capacity, transmission, ancillary services, and vendor margin available to the Village 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 contract terms. If the daily market price quote is deemed acceptable by the Consultant, the Consultant will inform the Village Designee of the price and pricing components and recommend acceptance. If accepted, the Village Designee will affirm acceptance of the commodity price verbally and in writing to the ARES.

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G. The commodity price established for the Village will be added to the ARES contract within the contract Pricing Appendix. Costs associated with additional Renewable Energy Credits and reimbursement costs for Aggregation development by the Village may be added to the Commodity Price Settlement at the discretion of the Village.

VI. POWER SUPPLY SERVICE AGREEMENT

The Village will enter into an agreement with a selected ARES which contains the following minimum terms and conditions:

A. Term. The Village's first Service Agreement shall be for a one year period. Following the expiration of the term, the ARES will continue to provide electric service on a month to month basis at its then best rate until provided with 30 day written notice to discontinue providing service. If the Agreement is extended or renewed, Members will be notified by the Village of Franklin Park as required by law and the rules of the ICC and IPA as to any change in rates or service conditions. The Village of Franklin Park will have the discretion to set the length of any subsequent contract term.

B. Rate. The agreement shall specify the rates and the power mix as quoted in the proposal and shall specify any other charges or fees, such as a disconnection.

C. Compliance with Requirement in the Bid. The agreement shall require the ARES to maintain all required qualifications, and to provide all services required in the bid.

D. Confidentiality of Customer Database. The ARES shall preserve the confidentiality of all Aggregation Members' account information 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.

E. Non-Competition. The ARES must agree not to solicit or contract directly with eligible Aggregation Program customers for service or rates outside the Aggregation Program, and agrees not to use the Customer information for any other marketing purposes.

F. Hold Harmless. The ARES must agree to hold Village financially harmless from any and all financial obligations arising out of its role as facilitator of the Municipal Aggregation.

G. 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 an Energy Efficiency and or a Demand Response program. The Agreement will not preclude the Village from developing its own Member Education, Energy Efficiency, and Demand Response programs.

H. Reporting. The agreement will provide that the ARES will provide the Village with such reports and information as required in this Plan.

I. Costs. All costs of the Aggregation Program development and administration will be paid by the ARES.

VII. IMPLEMENTATION PROCEDURES

A. Development of Customer Database. Pursuant to ICC regulations, after this Plan is approved by the Village, Village President or his 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 ten (10) business days of receiving the request in accordance with those adopted protocols.

After selecting and contracting with an ARES, the Village and 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;
3. The customer has free ComEd service;
4. The customer has hourly rate ComEd customer (real time pricing);
5. The customer is on ComEd's electric heat rate;
6. The customer is on a ComEd bundled hold.

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 Service 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 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 two rates quoted in their bid for customers to select.

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 will maintain the database in a secure and confidential manner. The ARES will keep Customer Account Information for a minimum of two years following the termination of the service.

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

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procedures stated below will automatically be placed on the ComEd default tariff service unless and until the account 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 the Village of Franklin Park envelope and letterhead. The ARES will mail Aggregation and Opt Out Notices to the eligible account holders within the boundaries of Village at the address provided with the Retail Customer Identification Information provided by ComEd.

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, 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 the Village President or his designee.

3. Time to Respond. Aggregation Members shall have fourteen (14) 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.

The time to respond shall be calculated based on the post mark date of the notice to the customer and the post mark date of the customer's response. 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 14 days from the post mark date on the Opt Out notice. Upon receipt of the opt-out reply, the ARES will remove the account from the Aggregation Program.

After the expiration of the fourteen (14) day Opt Out period, the Customer list shall become final. All customers who have not opted out will be automatically enrolled 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.

4. Change of Address. Members who move from one location to another within the corporate limits of Village shall retain their participant status.

D. Notification to ComEd. Pursuant to ILL.C.C. No.10, Rate GAP, after the Opt-Out response period has expired, the ARES shall submit the account numbers of participating Aggregation Members to ComEd and the rate to be charged to those customers pursuant to the Service Agreement and the customer's election. The ARES will provide that information to ComEd in the format ComEd requires.

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The ARES will establish procedures and protocols to work with ComEd on an ongoing basis to add, delete or change any customer participation or rate information.

ComEd will then notify customers that they have been switched to the ARES and provide the customer with the name and contact information of the ARES. Customers will have the option to rescind their participation in the program according to time frames and procedures established by ComEd.

E. Activation of Service. Upon notification to ComEd, the ARES will begin to provide electric power supply to the members of the Aggregation Program without consumer action. The service will begin on the customer's normal meter read date within a month when power deliveries begin under the Aggregation Program.

F. Billing. Collection and credit procedures remain the responsibility of the Utility 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.

VIII. ADDITIONAL SERVICE TERMS AND CONDITIONS

A. Member Education. At the discretion of the Village, the ARES will assist Village in developing and implementing a program to educate residential and small commercial retail Aggregation members on the Aggregation Program, as well as energy efficiency and conservation tools. The ARES will also provide the Aggregation Members with updates and disclosures mandated by ICC and IPA rules.

B. Universal Access. The ARES will implement a process to provide universal access including Member Education for multi-lingual members and members with disabilities.

C. Customer Service. The ARES will develop and administer a customer service process that, at a minimum is able to:

1. Accommodate Member inquiries and complaints about energy supply and services; and
2. Answer questions regarding the Program in general.

This process will include a local telephone number for customer inquiries; a description of how the ARES will meet the Village's minimum standards for responding to telephone inquiries will be handled; a description of how communications between the Village, the ARES and ComEd will be reviewed for quality and timeliness; and a process by which the ARES can demonstrate meeting minimum customer service standards.

D. Compliance with Laws. The ARES will develop internal controls and processes to ensure that Village remains in good standing as a Municipal Aggregator that complies with all laws, rules and regulations surrounding the same, as they may be amended from time to time.

E. Reporting. The ARES will provide to the Consultant the following reports:

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1. Power Mix Reporting. The ARES's 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 Aggregation Members; (b) the electricity was supplied to the interconnected grid serving the Aggregation Members; and (c) the same generated electricity was not sold to more than one consumer.

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 RECS 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.

F. Termination of Service.

1. End of Term. The Village's service agreement with the ARES will terminate upon its expiration, provided that the ARES will continue to provide service at their best rate on a month to month basis after the expiration of the contract term until the Village provides it with 30 day written notice to discontinue providing service.

2. Early Termination. The Village will have the right to terminate the 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 Customer information.
- b. The ARES becoming disqualified to perform the services by virtue of the lapse or revocation of any required license or certification listed as a qualification in the RFP.
- 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 kWh rates and stated charges.
- f. Billing or attempting to collect any charge other than the approved kWh rates and contractually approved charges.
- g. Failure to perform at a minimum levels of customer service required by the Village.

The Village will provide the ARES with written notice of immediate termination in the event that any of the defaults listed above under subsections a. through d. exist.

The Village will provide the ARES with written notice of default in the event of any default listed under subsections e. through g., or any other event of default not listed above. The ARES and

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the Village will attempt to resolve any issues cooperatively within 7 business days. If the issue is not resolved, the Village will again notify the ARES in writing of its intention to terminate the agreement within 30 days if the issue is not resolved to the Village's satisfaction.

Upon termination for any reason, the Village will notify ComEd to return the Aggregation Members to the default tariff electric service.

Upon termination, each individual Member will receive written notification from the Village of Village of the termination of the Program. Such notice will also inform Members of their electric supply options.

G. Jurisdiction. Any disputes between the ARES and the Village will be resolved in the courts or before state agencies in the State of Illinois regardless of any conflicts laws to the contrary.

H. 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.

In addition, the ARES agrees to hold the Village harmless from any claim, cause of action, or proceeding of any kind which may be filed against the Village arising out of the services provided by the ARES or any act or omission of the Village in obtaining the services of the ARES. Participants in the aggregation program shall assert any such claims solely against the ARES pursuant to the power supply agreement, under which such participants are express third party beneficiaries.

IX. INFORMATION AND COMPLAINT NUMBERS

Copies of this Plan will be available from the Village free of charge. Call 847-671-4800 for a copy or 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.

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ATTACHMENT B: VILLAGE OF FRANKLIN PARK COMMUNITY CONSUMPTION DATA

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

markjpruitt@gmail.com

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Delivery Service Class	Delivery Service Name	Values	Billing Year/Month											
			201101	201102	201103	201104	201105	201106	201107	201108	201109	201110	201111	201112
C23	RESIDENTIAL SINGLE	Sum of Customer Count	4,789	4,734	4,782	4,818	4,817	4,818	4,806	4,808	4,778	4,805	4,812	4,807
C23	RESIDENTIAL SINGLE	Sum of Nspl Qty	15,011.3086	17,054.0528	17,232.4422	17,382.9105	17,376.2366	17,383.3766	17,361.9566	17,375.7705	17,265.5666	17,361.9566	17,408.3666	17,365.5266
C23	RESIDENTIAL SINGLE	Sum of Plc Qty	15,106.9520	14,929.3436	15,068.5964	15,194.6456	15,194.6456	15,195.2144	16,370.0612	16,387.8812	16,287.6032	16,378.7636	16,422.5372	16,382.1308
C23	RESIDENTIAL SINGLE	Sum of Total Energy Qty	3,712,838	3,172,919	2,557,583	2,276,438	2,153,674	3,078,881	4,397,358	5,899,477	3,863,224	2,245,661	2,244,279	2,652,263
C24	RESIDENTIAL MULTI	Sum of Customer Count	1,349	1,354	1,372	1,376	1,378	1,369	1,358	1,348	1,348	1,350	1,353	1,367
C24	RESIDENTIAL MULTI	Sum of Nspl Qty	1,899.2252	1,861.1092	1,887.9403	1,898.6421	1,897.3052	1,886.5708	1,871.8061	1,851.6791	1,854.3627	1,863.7553	1,874.4897	1,882.5405
C24	RESIDENTIAL MULTI	Sum of Plc Qty	1,828.7304	1,828.7304	1,852.4880	1,856.4264	1,861.5504	1,834.8918	1,777.8444	1,759.8678	1,762.4202	1,773.9060	1,781.5632	1,791.7728
C24	RESIDENTIAL MULTI	Sum of Total Energy Qty	492,866	404,361	406,117	341,996	340,758	458,065	622,886	830,803	564,353	363,708	357,090	393,418
C25	RESIDENTIAL SINGLE (SPACE HEAT)	Sum of Customer Count	19	19	19	19	19	19	19	18	19	19	19	19
C25	RESIDENTIAL SINGLE (SPACE HEAT)	Sum of Nspl Qty	64.0680	66.3487	66.3487	66.3487	66.3487	66.3487	66.3487	63.0258	66.3487	66.3487	66.3487	66.3487
C25	RESIDENTIAL SINGLE (SPACE HEAT)	Sum of Plc Qty	66.1900	66.1900	66.1900	66.1900	66.1900	66.1900	63.1708	60.0324	63.1708	63.1708	63.1708	63.1708
C25	RESIDENTIAL SINGLE (SPACE HEAT)	Sum of Total Energy Qty	65,390	51,688	40,219	28,254	20,687	16,444	18,397	16,252	15,694	10,535	16,924	29,815
C26	RESIDENTIAL MULTI (SPACE HEAT)	Sum of Customer Count	37	41	40	39	41	41	43	41	41	41	41	41
C26	RESIDENTIAL MULTI (SPACE HEAT)	Sum of Nspl Qty	50.7110	69.2498	66.1180	64.5521	67.6839	69.2498	72.3816	69.2498	69.2498	69.2498	69.2498	69.2498
C26	RESIDENTIAL MULTI (SPACE HEAT)	Sum of Plc Qty	51.6078	58.8033	56.0871	55.2409	57.9571	59.4331	68.1538	65.3197	65.3197	65.3197	65.3197	65.3197
C26	RESIDENTIAL MULTI (SPACE HEAT)	Sum of Total Energy Qty	79,511	85,149	65,212	44,704	34,756	31,223	31,376	42,416	31,906	24,671	36,247	50,089
C27	COM KWH ONLY	Sum of Customer Count	157	154	149	151	152	148	150	152	155	155	154	154
C27	COM KWH ONLY	Sum of Nspl Qty	234.5147	224.2986	215.1357	213.2840	217.7738	195.7223	195.0227	198.2845	199.8908	199.8908	198.4630	201.4410
C27	COM KWH ONLY	Sum of Plc Qty	226.5646	224.9046	214.4869	212.5792	216.5138	197.0423	200.0748	204.6436	205.7914	205.7914	204.3652	207.0824
C27	COM KWH ONLY	Sum of Total Energy Qty	116,530	106,721	87,457	68,875	64,810	55,940	61,908	71,773	63,739	57,654	61,085	72,080
C28	SMALL (0 - 100)	Sum of Customer Count	742	744	749	746	748	747	744	749	743	738	747	751
C28	SMALL (0 - 100)	Sum of Nspl Qty	12,345.3360	11,963.3480	11,988.7398	12,020.5271	12,059.5931	11,963.5097	12,021.1009	12,281.5806	12,207.3189	12,123.7252	12,239.2346	12,348.3312
C28	SMALL (0 - 100)	Sum of Plc Qty	12,384.4710	12,520.8557	12,539.2481	12,540.7883	12,704.6454	12,403.4199	12,038.0798	12,320.8189	12,250.5648	12,152.2497	12,269.0251	12,381.4892
C28	SMALL (0 - 100)	Sum of Total Energy Qty	4,220,934	3,906,586	3,687,409	3,322,041	3,125,119	3,478,204	4,026,567	4,497,109	3,968,251	3,397,860	3,229,746	3,556,456

VILLAGE OF FRANKLIN PARK – ELECTRICITY AGGREGATION PROGRAM

ATTACHMENT C: VILLAGE OF FRANKLIN PARK POWER SUPPLY SERVICE AGREEMENT

VILLAGE OF FRANKLIN PARK – ELECTRICITY AGGREGATION PROGRAM

VILLAGE OF FRANKLIN PARK – ELECTRICITY AGGREGATION PROGRAM
Aggregation Program Agreement
Between

The Village of Franklin Park and [VENDOR NAME]

This Aggregation Program Agreement, is entered into as of this _____ day of _____, 20____ (“Agreement”), by and between the Village of Franklin Park (“Village”), a political subdivision of the State of Illinois, pursuant to the authority of 1112-G-75 date the 5th day of December 2011, and [Vendor Name] (“Vendor”), a [State of Incorporation] corporation with an office located at [Local Illinois Address]. [Vendor Name] and the Village are sometimes hereinafter referred to individually as a “Party” or collectively as the “Parties”.

WITNESSETH

WHEREAS, pursuant to 20 ILCS 3855/1-92, the Village desires to aggregate the residential and small commercial retail electrical loads located within its jurisdictional boundaries and arrange for competitive retail electric supply for these retail electrical accounts (the “Aggregation”); and

WHEREAS, the Village has selected [Vendor Name] as the supplier for the Aggregation; and

WHEREAS, Parties desire to establish the rights and obligations of the Parties with respect to aggregating, determining a price and supplying the Aggregation (the “Program”).

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

ARTICLE 1: TERM

1.1 Term of Agreement. This Agreement shall be effective upon execution by the Parties and shall continue in effect through the last meter read date in a Delivery Period agreed upon on a fully executed Confirmation identifying a Price and Delivery Period for the Program. The Parties can agree to extend the terms of this Agreement by agreeing to a Price(s) for a subsequent Delivery Period(s).

ARTICLE 2: [VENDOR NAME]’S PERFORMANCE

2.1 Pre-Aggregation Duties. [Vendor Name] will:

2.1.1 Provide draft Informational Materials, including an introductory letter, Opt-Out notice or first solicitation letter, and welcome letter;

2.1.2 Promote referendum based on guidance provided by Village;

2.1.3 Establish a toll-free telephone number staffed with customer service representatives to address questions of potential Aggregation participants. The telephone number 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 thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) thirty seconds. These

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standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

- 2.1.4 Establish and maintain a website for the Aggregation Members. The website will provide basic information concerning the Aggregation program and will facilitate customer 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.
- 2.1.5 Assist the Village with its request for the generic electrical load profiles for each delivery class that will be included in the Aggregation (pursuant to Commonwealth Edison's tariff, Rate GAP).

2.2 **Aggregation Duties.** [Vendor Name] will:

- 2.2.1 Mail Informational Materials and customer terms and conditions to the potential Aggregation participants on Village Letterhead, which participant names and addresses are to be transferred to [Vendor Name] pursuant to 3.2.1;
- 2.2.2 Assist the Village with the requests for the delivery of data from Commonwealth Edison and the completion and filing of the Government Authority Aggregation Form;
- 2.2.3 Negotiate the initial Delivery Period and Price to be offered through the Program;
- 2.2.4 Establish and maintain a database that performs the following functions:
 - 2.2.4.1 Maintains lists of potential participants who elect to opt-out of the Aggregation;
 - 2.2.4.2 Maintains lists of Aggregation participants who have either provided consent to join the Aggregation or are automatically participants of the Aggregation as a result of inaction; and,
 - 2.2.4.3 Maintains consumption and account data for Aggregation Participants.
- 2.2.5 Enroll the Aggregation Members with Commonwealth Edison;
- 2.2.6 Provide the Village with reports and information reasonably required by the Village, including reports to provide competent and reliable evidence to support its purchase and retirement of Renewable Energy Credits ("RECS") in a sufficient quantity to offset the non-renewable energy provided in the Mix specified in the Price Quote. [Vendor Name] will provide quarterly reports showing the number of Aggregation participants, total quantity of energy, and the Price for energy provided to the Program as compared to the Utility default tariff rates.
- 2.2.7 Implement and maintain services designed to provide universal access to the Program, including but not limited to customer assistance for multi-lingual Aggregation participants and Aggregation participants with disabilities.
- 2.2.8 Pay the costs associated with the duties contained in this Section 2.1.
- 2.2.9 Schedule electricity to ComEd on behalf of the Aggregation, subject to the terms set forth in Attachment 1.
- 2.2.10 Perform all other Implementation Services required of the ARES in [INSERT SECTION NUMBER] of the Village of Franklin Park's Plan of Operation and Governance.

ARTICLE 3: VILLAGE'S PERFORMANCE

3.1 **Pre Aggregation Duties.** The Village agrees to perform the following tasks:

- 3.1.1 Draft and submit a referendum to its residents, pursuant to Illinois law, to determine whether the Aggregation will occur only with the prior consent of each person owning, occupying, controlling, or using an electric load center proposed to be aggregated ("Opt-In Aggregation") or in the alternative whether all proposed participants will automatically become a participant in the Aggregation unless they affirmatively decline participation in the Aggregation (an "Opt-Out Aggregation");
- 3.1.2 Provide guidance on acceptable promotional activities (i.e. newspaper ads, billboards, mailers, locations for informational meetings, etc.) in support of referendum;

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- 3.1.3 Adopt an Ordinance for the Opt-Out Aggregation if directed by the electors subject to the aforementioned referendum, or in the alternative adopt an Ordinance for Opt-In Aggregation;
- 3.1.4 Draft a Plan of Operation and Governance that complies with the requirements set forth in 20 ILCS 3855/1-92, schedule two public hearings on the Plan of Operation and Governance, publish notice of the hearings once per week, for two consecutive weeks in a newspaper of general circulation in the jurisdiction, hold at least two public hearings on the draft Plan of Operation and Governance, and adopt a final Plan of Operation and Governance;
- 3.1.5 Provide the Village's logo for Informational Materials;
- 3.1.6 Prepare Village employees to forward inquirers to **[Vendor Name]**'s customer service telephone number or website.

3.2 **Aggregation Duties.** The Village will:

- 3.2.1 Submit to Commonwealth Edison a request for the identification of the retail customers located within the boundaries of the Village that are in the delivery class(es) that will be included in the Aggregation and transfer such data to [Vendor. (Note this data is obtained by the Village pursuant to Rate GAP and will be used by **[Vendor Name]** for mailing Informational Materials);
- 3.2.2 Negotiate the Delivery Period(s) and Price(s) to be included in the customer terms and conditions for each Delivery Period and confirm that Price between the Parties;
- 3.2.3 Inform **[Vendor]** of any fees or cost recovery the Village seeks to add to the Contract Supply Price above and beyond the Supply Price submitted to the Village by the Vendor.
- 3.2.4 Submit to Commonwealth Edison (i) the Government Authority Aggregation Form (which shall reflect the Village's representation and warranty that it has adopted an ordinance and developed an Opt Out Plan), (ii) a list of retail customers that have elected to opt-out of the Aggregation (if applicable), and (iii) a list of all retail customers included in the Aggregation;
- 3.2.5 Transfer to **[Vendor Name]** the account numbers received from Commonwealth Edison as a result of the submittal noted in 3.2.3 above, which sets forth the participants in the Aggregation.
- 3.2.6 Pay the costs associated with the duties contained in this Section 3.1.
- 3.2.7 Review, timely propose revisions, if applicable, and approve the Informational Materials, including as applicable an introductory letter, Opt-Out notice or first solicitation, and welcome letter; and

ARTICLE 4: TERMS OF SERVICE, PRICE, AND ADDITIONS

- 4.1 **Terms of Service.** The terms of service between each participant in the Aggregation and Vendor shall be set forth in the contract between them, substantially in the form attached hereto as Attachment 1. The Price for specific Delivery Periods shall be mutually agreed upon by Vendor and the Village in writing on a fully executed Confirmation and included in the final terms of service distributed as set forth in the Opt-Out Plan (which final terms of service shall be referred to as the "Terms and Conditions").
- 4.2 **Establishing a Price.** To establish a Price, Vendor will submit a Price for a specific Delivery Period to the Village Designee in the form of a confirmation, substantially similar to Attachment 2. The Price for the Delivery Period submitted to the Village in this form is **not** an offer. This submittal will contain market sensitive pricing, which pricing is subject to change until the document is executed by both the Village Designee on behalf of the Village, and Vendor. If the Price and Delivery Period submitted to the Village meets with the Village's approval, then the Village Designee shall promptly execute the document and return it via fax to Vendor. Upon receipt by Vendor, Vendor will verify that the Price for the Delivery Period is still available, and if so, will execute the document (creating a fully executed Confirmation) and return the Confirmation by fax to the Village for its records. Only a fully executed Confirmation shall be binding, form a part of this Agreement, and evidence an agreement between Vendor and the Village with respect to the Price for a specific Delivery Period for the Aggregation.

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- 4.3 Market Information.** When discussing pricing alternatives, Vendor may provide information and/or analyses of alternatives available to the Aggregation regarding energy commodities, related transactions for supply, and other energy market information. Vendor shall be deemed to have provided only information, and/or analyses of potential alternatives available to the Aggregation, and the Village shall make all decisions independently. Vendor has not and shall not be deemed to have made or given any representations, warranties, guarantees or assurances as to the actual or perceived outcomes and/or any other effects, adverse or beneficial, relating to this Agreement, the Terms and Conditions, or any Confirmation. Vendor has not acted and shall not be deemed to have acted, in any capacity as an agent or fiduciary for the Village in connection with this Agreement or any Confirmation
- 4.4 Adding to the Aggregation after planned Program enrollments.** After the initial enrollment of the Aggregation (or after subsequent planned Program enrollments for a specific Delivery Period and Price agreed upon by Village and Vendor) Vendor may allow other potential participants to enroll with Vendor through various methods, including without limitation direct contact between an individual potential participant and Vendor via telephone or Vendor' website, and/or en masse through a special offering. Potential participants who enroll with Vendor other than during a planned Program enrollment that corresponds to a specific Delivery Period and Confirmation between the Village and Vendor, may pay a different rate than those who join during a planned Program enrollment.
- 4.5 Service Inquiries.** Vendor shall establish a toll free telephone number to answer general information requests, billing questions and other customer service inquiries for the Aggregation participants. All emergency or other service disruption concerns should continue to be directed to Commonwealth Edison.
- 4.6 Cooperation at the Conclusion of the Aggregation.** [Vendor Name] agrees that it will cooperate with the Village in the Village's planning and implementation of an aggregation plan that may succeed the Program under this Agreement. In its cooperation, [Vendor Name] will, at a minimum, do the following in a manner consistent with the then applicable Commonwealth Edison's tariff for Government Aggregation Protocols and law, provide the Village the names and addresses and account information for Aggregation participants in electronic format.
- 4.7 Subcontractors.** [Vendor Name] agrees to employ only those subcontractors that are necessary and are approved in advance by the Village. Subcontractors shall be held to the same strict confidentiality standards applicable to the [Vendor Name], and will be required to otherwise comply with the requirements of the Contract. The use of subcontractors whether approved or unapproved will not relieve the Bidder from the duties, terms and conditions in the Service Agreement.

ARTICLE 5: PUBLICITY AND TERMINATION

- 5.1 Press Releases.** The Parties agree to joint review and approval prior to issuance of all media press releases regarding this Agreement. Approval of press releases will not be unreasonably withheld.
- 5.2 Program Endorsement.** The Village and Vendor shall cooperate in disseminating information to all potential Aggregation participants concerning the Program and the Village's endorsement of the Program. Information related to pricing and other contractual terms related to participation in the Aggregation is subject to review and approval by Vendor. Similarly, any use of the Village's official seal for advertising or promotional purposes is subject to review and approval by the Village. Upon mutual agreement of the Parties, the Parties may utilize Village resources for advertising, promotion and consumer communications of the Village's selection of Vendor as the Village's sole preferred supplier for the Aggregation. The Village warrants that it will not take any action (written, verbal, or otherwise) to advise and/or encourage participants to exit the Aggregation, provided however, nothing in the

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preceding clause shall prohibit the Village from making factual statements in response to inquiries about the Aggregation or the Program.

- 5.3 Default and Termination.** Upon termination for any reason this Power Supply Agreement shall be of no further force and effect, except for those obligations that survive termination. The obligations of **[Vendor Name]** and each Aggregation Participant set forth in the Terms and Conditions shall survive termination. Notwithstanding the foregoing, at the Village's discretion, in the event that **[Vendor Name]** materially breaches this Agreement, the Village may (i) provide written notice to the Aggregation participants that a default has occurred and the alternatives each participant has for electric supply (including terminating service with **[Vendor Name]**), and (ii) take such actions as necessary to return the Aggregation participants to ComEd. In the event that **[Vendor Name]** materially breaches the Agreement and the Village deems it appropriate to terminate the Program and return the participants to ComEd, or to any other energy supplier, then (i) **[Vendor Name]** shall not charge the Aggregation participants for administrative fees associated with early termination, and (ii) **[Vendor Name]** shall not be liable to Aggregation participants for any damages or penalties resulting from the Village's termination of the Terms and Conditions with each Aggregation participant, including claims related to the price received from ComEd or an alternate supplier being higher than the Price determined herein. If no early termination has occurred, this Agreement shall terminate upon the expiration of the Initial Term, unless a new Price is agreed upon by **[Vendor Name]** and the Village for a subsequent Delivery Period as set forth in Section 1.1.

This Agreement may be terminated early in the following circumstances:

- 5.3.1 Non-Compliance.** If either Party fails to comply with any material term or condition of this Agreement, provided the failure continues without a cure thirty (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:
- 5.3.1.1** A breach of the confidentiality provision;
 - 5.3.1.2 [Vendor Name]**' 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
 - 5.3.1.3** 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 participant.
- 5.3.2 Regulatory Event.** Upon the occurrence of a Regulatory Event, as provided for in Section 5.4, in which case the Parties will certify to each other in writing that the Contract is terminated.
- 5.3.3 Failure to Schedule and Deliver.** The failure of **[Vendor Name]** to schedule electricity supply to ComEd for the Aggregation participants, except as permitted under force majeure events.
- 5.3.4 Voluntary Termination.** Either Party seek voluntary termination of this Agreement by providing the other Party with at least sixty (60) days in advance of attempting to terminate the agreement for any reasons other than those noted in 5.3.1, 5.3.2, and 5.3.3 above. (i) the scheduled end date or (ii) Force Majeure.

- 5.4 Regulatory Event.** The following will constitute a "Regulatory Event":

- 5.4.1 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.
- 5.4.2 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.

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 will 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 the 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.

ARTICLE 6: DISCLAIMER AND LIMITATION OF LIABILITY

- 6.1 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, VENDOR MAKES NO WARRANTIES HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 6.2 **Limitation of Liability.** EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER THIS CONTRACT FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH CLAIMS ARE BASED UPON BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE OF ANY DEGREE), STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE.
- 6.3 **Indemnification by [VENDOR NAME].** SUBJECT TO SECTIONS 6.1 AND 6.2 ABOVE, [VENDOR NAME] THE BUYER, DEFEND AND HOLD HARMLESS BUYER, THE VILLAGE, ITS OFFICERS, AGENTS AND EMPLOYEES AGAINST ALL THIRD PARTY SUITS, CLAIMS, LOSS, COST, DAMAGE, EXPENSE OR LIABILITY THAT MAY ARISE OUT OF BREACH BY SELLER IN THE PERFORMANCE OF THIS AGREEMENT.

ARTICLE 7: MISCELLANEOUS

- 7.1 **Entire Agreement.** This Agreement including all Attachments, fully executed Confirmations, and fully executed amendments, constitute 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.
- 7.2 **Amendment.** All amendments or modifications to this Agreement must be made in writing and signed by both Parties before they become effective.
- 7.3 **Non-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, with notice to the Village, Vendor may assign this Agreement to an affiliate, provided that [VENDOR NAME] remains liable for Vendor' obligations hereunder.
- 7.4 **Method of Notification.** Any notices, requests or demands regarding the services provided under this Agreement shall be properly given or made upon receipt, if delivered by overnight or next day mailing/courier service to the address shown below. If delivered by facsimile, any such document shall be considered delivered on the business day the facsimile is sent, provided the sender has evidence of a successful transmission on that day, and provided further that the successful transmission occurred prior to 5:00 pm eastern prevailing time. If the facsimile is successfully transmitted after 5:00 pm eastern prevailing time, then the notice shall be deemed received on the next business day. Each Party shall direct notices, requests or demands to the other Party using the following address:

Notices to Vendor:

Title:
Department:
Address:
City/State/Zip
Telephone:
Facsimile:

Notices to Village:

Title:
Department:
Address:
City/State/Zip:
Telephone:
Facsimile:

- 7.5 **Waivers.** No failure or delay on the part of either Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- 7.6 **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.

ARTICLE 8: REPRESENTATIONS AND WARRANTIES

- 8.1 **Mutual Representations and Warranties.** Each Party represents and warrants to the other Party, as of the date of this Agreement, that:
- 8.1.1 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;
 - 8.1.2 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;
 - 8.1.3 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;
 - 8.1.4 It has reviewed and understands this Agreement; and
 - 8.1.5 It will comply with all federal, state, and local laws, regulations, licensing, and disclosure requirements.
 - 8.1.6 It will maintain the confidentiality of Aggregation members' account information, as required by 815 ILCS 505/2HH.
 - 8.1.7 It will 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 during the Opt-Out period.
- 8.2 **Additional Representations by the Village.** The Village hereby further represents to Vendor, as of the date of this Agreement, that:
- 8.2.1 The Village's execution and delivery of this Agreement, and its performance of its obligations hereunder, are in furtherance, and not in violation, of the municipal purposes for which the Village is organized pursuant to its authorizing statutes and regulations;
 - 8.2.2 This Agreement does not constitute any kind of investment by the Village that is proscribed by any constitution, charter, law, rule, regulation, government code, constituent or governing instrument, resolution, guideline, ordinance, order, writ, judgment, decree, charge, or ruling to which the Village (or any of its officials in their respective capacities as such) or its property is subject;
 - 8.2.3 The Village has all regulatory authorizations necessary for it to legally perform its obligations under the Agreement and no consents of any other party and no act of any other governmental

VILLAGE OF FRANKLIN PARK – ELECTRICITY AGGREGATION PROGRAM

authority is required in connection with the execution, delivery and performance of the Agreement;

- 8.2.4 With respect to the Agreement, all acts necessary to the valid execution, delivery and performance of the Agreement, including without limitation, competitive bidding, public notice, election, referendum, prior appropriation or other required procedures have or will be taken and performed as required under all relevant federal, state and local laws, ordinances or other regulations with which Village is obligated to comply. The Village Designee is duly authorized to execute Confirmations on behalf of the Village with respect to the Aggregation;
- 8.2.5 The Village is not relying on any representations, other than those set forth in Section 8.1, in entering into this Agreement; and
- 8.2.6 The Village is capable of assessing the merits and understanding the terms, conditions and risks of each energy, energy services, and/or related contracts that it enters into or chooses not to enter into, and prior to deciding whether to enter into any such arrangement and/or agreement, and in making such decision, the Village independently assesses the merits of such decision, and understands the terms, conditions and risks of such arrangement and/or agreement.

8.3 **Additional Representations by the Vendor.** The Vendor hereby further represents to Village, as of the date of this Agreement, that:

- 8.3.1 **[VENDOR NAME]** will hold any and all subcontractors to the Confidentiality provision set forth below.
- 8.3.2 **[VENDOR NAME]** shall not compensate the Village's selected consultant with respect to the award of this Agreement or the performance of this Agreement, except as directed by the Village in writing.
- 8.3.3 **[VENDOR NAME]** will obtain and maintain, for the duration of the Power Supply Agreement, such proof of insurance and performance security as the Village deem necessary.
- 8.3.4 **[VENDOR NAME]** warrants to Buyer and Village that Vendor has good marketable title to all electricity sold hereunder and that said electricity is free from all liens and diverse claims. Title to and risk of loss for the electricity sold hereunder shall pass to Buyer upon delivery at such Point(s) of Delivery
- 8.3.5 **[VENDOR NAME]** will delivery or cause to be delivered all electricity supplied by Vendor to Buyer to the appropriate node locations to effect delivery to the Point(s) of Delivery identified in Attachment A, and future sites yet to be identified.

ARTICLE 9: CONFIDENTIALITY

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

- 9.1 **[Vendor Name]** 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 will survive the termination of the Agreement.
- 9.2 Notwithstanding the foregoing, **[Vendor Name]** 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.
- 9.3 **[Vendor Name]** agrees to give the Village prompt notice of any discovery request or order, subpoena, or other legal process requiring disclosure of any confidential account information.
- 9.4 **[Vendor Name]** shall provide the Village with sufficient advance notice as to give the Village an opportunity, at the Village's discretion and sole cost, to seek to quash the subpoena, obtain a protective order or similar relief.

VILLAGE OF FRANKLIN PARK – ELECTRICITY AGGREGATION PROGRAM

- 9.5** [Vendor Name] shall furnish only that portion of the confidential account information that is required or necessary in the opinion of [Vendor Name]' legal counsel. In addition, [Vendor Name] shall use reasonable efforts to obtain reasonable assurances that confidential treatment will be accorded any account information so disclosed. All account information, shall be returned to the Village at the conclusion of the services provided to the Aggregation as set forth in Section 4.6. .
- 9.6** Notwithstanding the foregoing, nothing herein shall prevent the use by [Vendor Name] of such customer account information for the purpose of communicating with its customers. In addition, nothing herein shall prevent [Vendor Name] 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 signatures transmitted by facsimile are acceptable and binding for execution of this Aggregation Program Agreement.

Vendor Name

Village of Franklin Park:

Signed: _____

Signed:_____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CONTRACT ATTACHMENT 1: VILLAGE OF FRANKLIN PARK MEMBER TERMS AND CONDITIONS

The Village of Franklin Park, 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 NAME] to supply the aggregation and to administer enrollments as described below. You, the account holder (also referred to as “Buyer”) for the account 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 [October 18, 2011] (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 Franklin Park, (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 contract 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. Services shall remain in effect for [number of months] billing cycles (“Initial Term”), unless terminated pursuant to the terms of this Agreement.

2. Rescission Period: Residential customers may cancel enrollment without penalty within 3 business days after the Effective Date of the switch to Seller’s service. Nonresidential customers may cancel enrollment without penalty within 5 days of the effective date of the switch to Seller’s service

3. Price and Service: For the Initial Term, Buyer shall pay [enter unit 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 After the Initial Term, this Agreement shall be automatically renewed on a month-to-month basis at Seller’s publicly available rate (see www.xxxxxxxx/Franklin_Park). After the Initial Term and thirty days notice, the Buyer or Seller may terminate this Agreement without an early termination fee or damages.

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, the Village may terminate this Agreement on behalf of Buyer in the event

VILLAGE OF FRANKLIN PARK – ELECTRICITY AGGREGATION PROGRAM

that Seller has materially breached the Aggregation Program Agreement between Seller and the Village of **Forest Park**, provided however Seller shall not be liable to Buyer for any damages or penalties resulting from Village's termination of this Agreement, including claims related to the price received from ComEd or an alternate supplier being higher than the Price herein. 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. 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 not exceed \$50 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 **Forest Park**, 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 WILL 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.xxxxxxxxxxxx.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 of Franklin Park, 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 (including without limitation the Accounts and other information identified by Buyer electronically on Seller's website and the Fixed Rate and Initial Term identified by Seller on Seller's website during Buyer's electronic enrollment) 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.

VILLAGE OF FRANKLIN PARK – ELECTRICITY AGGREGATION PROGRAM
CONTRACT ATTACHMENT 2: VILLAGE OF FRANKLIN PARK MUNICIPAL AGGREGATION
ACCOUNTS FOR ENROLLMENT

CONTRACT ATTACHMENT 3: VILLAGE OF FRANKLIN PARK 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 NAME] and the Village of Franklin Park (the "Village"), and forms a part thereof.

Vendor and Village agree that the Aggregation 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, Independent System 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 participants by a corresponding increase in the Fixed Rate.

Village of Franklin Park:

By:

Name:

Title:

Date:

[VENDOR NAME]:

By:

Name:

Title:

Date:

VILLAGE OF FRANKLIN PARK – ELECTRICITY AGGREGATION PROGRAM

ATTACHMENT D: VILLAGE OF FRANKLIN PARK REQUIRED BIDDER FORMS

VILLAGE OF FRANKLIN PARK – ELECTRICITY AGGREGATION PROGRAM
Bidder Qualification Form

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

BIDDER (Official Name and D/B/A)

Signature

Date

Printed Name

Title

Address

City/State

Zip Code

Telephone

Facsimile

E-mail

VILLAGE OF FRANKLIN PARK – ELECTRICITY AGGREGATION PROGRAM

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.

VILLAGE OF FRANKLIN PARK – ELECTRICITY AGGREGATION PROGRAM

References

Provide references from established firms or government agencies, (four preferred; two of each type preferred) other than the Village, 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): _____

Taxpayer Identification Number:

Social Security Number _____

or

Employer Identification Number _____

Legal Status (check one):

____ Individual

____ Governmental

____ Sole Proprietorship

____ Nonresident alien

____ Partnership/Legal Corporation

____ Estate or Trust

____ Tax-exempt

____ Corporation

VILLAGE OF FRANKLIN PARK – ELECTRICITY AGGREGATION PROGRAM
Pricing Proposal Form

Bidder Name:

BIDDER MUST AGREE TO 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.

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 Village. After passage of the Opt-Out referendum and the passage of an ordinance accepting a Plan of Operation and Governance, the Village and Consultant will request and receive from the selected Vendor daily fixed price market quotes for 12-, 18-, 24- 30-, and 36-month periods. The daily market price quotes will detail the unit costs of energy supply, capacity, transmission, and ancillary services available to the Village 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 Village 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 Village Designee of the price and pricing components and recommend acceptance. If accepted, the Village Designee will affirm acceptance of the commodity price plus the approved Vendor Margin verbally and in writing to the selected Vendor on the same day.	12 Months:
		18 Months:
		24 Months:
		30 Months:
		36 Months:
Capped-Price Proposals	Bidder provides a fixed price (\$/MWh) that will be added to a variable market price for electricity supply, capacity, transmission, and ancillary services agreed to by the Village. After passage of the Opt-Out referendum and the passage of an ordinance accepting a Plan of Operation and Governance, the Village and Consultant will request and receive from the selected Vendor daily Capped Price market quotes for 12-, 18-, 24-, 30-, and 36-month periods. The Capped Price proposal shall provide a maximum (not-to-exceed) total supply price (\$/MWh) that will include energy supply, capacity, transmission, and ancillary services. The Capped Price proposal shall also provide that in the event market prices drop below the not-to-exceed price level, the Vendor shall provide a discount in the form of lower prices to the Village. The amount of the discount shall be 50% of any downward market price movement as reflected by futures prices for electricity contracts specified for delivery into the Northern Illinois market. 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 Agreement terms. If the daily market price quote is deemed unacceptable, the Village will not be obligated to accept the pricing. If the daily mark price quote is deemed acceptable by the Consultant, the Consultant will inform the Village Designee of the price and pricing components and recommend acceptance. If accepted, the Village Designee will affirm acceptance of the commodity price plus the Vendor Margin verbally and in writing to the selected Vendor on the same day.	12 Months:
		18 Months:
		24 Months:
		30 Months:
		36 Months:
Bidder Generated Pricing Proposal (Optional)	Please provide Specification/Description	

VILLAGE OF FRANKLIN PARK – ELECTRICITY AGGREGATION PROGRAM

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	