



Carrie Eklund  
Central Services Manager  
Finance Department

**REQUEST FOR PROPOSALS  
ELECTRIC AGGREGATION SUPPLIER  
RFP NO.: 612-FIN-063**

6/4/12

Name of Proposing Firm: \_\_\_\_\_

Address \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**RFP Opening Time and Date 11:00 a.m., Local Time, Thursday, June 21, 2012**

*Proposals will be accepted until the specified opening time and date. Any bidder attempting to deliver after the opening time and date will be refused.*

Bid Deposit/Bid Bond: NO

Prevailing Wage NO

Performance Bond: NO

**PLEASE MARK THE RETURN SEALED ENVELOPE:**

1. RFP Opening Date and Time
2. Title of Job
3. RFP Number

**RETURN PROPOSALS TO:**

City of Rockford  
Central Services Manager  
425 East State Street, 4<sup>th</sup> Floor  
Rockford, Illinois 61104  
Telephone: (815) 987-5560

***PROPOSALS SUBMITTED BY FASCIMILE OR E-MAIL WILL NOT BE ACCEPTED***

**PROPOSAL RESULTS:**

Bid results may be obtained by telephone at (815) 987-5560, by fax at (800) 380-7174. or at [www.rockfordil.gov](http://www.rockfordil.gov)

## CITY OF ROCKFORD, ILLINOIS—BIDDING GENERAL CONDITIONS

1. Pricing. The bidder shall insert price for all bid items and all other information requested in these specifications. The price shall be the *full, delivered cost* to the City of Rockford with no additions.
2. Total versus “Per Item” Awards. The City generally awards contracts based on a lump sum basis to the lowest responsible and responsive bidder. However, the City may choose to award on a per item basis. Therefore, each bidder must submit pricing for each item indicated on the bid forms. Bidders must clearly indicate which items are bid and which are not.
3. Delivery of Merchandise. Delivery terms will always be Freight On Board (FOB)—Destination. The City of Rockford accepts no responsibility for the condition of any merchandise purchased prior to acceptance by City Personnel. Failure to comply with this requirement may constitute rejection of the bid.
4. Acceptance of Merchandise at Delivery. The City of Rockford reserves the right to refuse acceptance of delivered merchandise that differs substantially from the specifications in this invitation to bid or as otherwise permitted by Illinois law.
5. Prompt Payment Act. The City of Rockford intends to comply with the governmental prompt payment act. The awarded vendor will be paid upon submission of invoices to: City of Rockford Accounts Payable, 425 East State Street, Rockford, IL 61104.
6. W-9 Request for Taxpayer Identification Number. Prior to issuance of a purchase order, the successful bidder will be required to supply the City of Rockford with a federal W-9 Request for Taxpayer Identification Number and Certification. Failure to comply with this requirement will be considered a violation of contract terms, for which the City may bar the vendor from bidding for a period of up to three years.
7. Legal Compliance. The vendor awarded this contract will comply with all Federal, State, County, and City laws, ordinances, rules and regulations, which in any manner affect the product or service placed for bid herein. Lack of knowledge on the part of the awarded vendor of applicable law will in no way be cause for release of this obligation. If the City becomes aware of violation of any laws, ordinances, rules and regulations on the part of the awarded vendor, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.
8. Legal Requirements. This contract sets forth the entire final agreement between the City of Rockford and the bidder and shall govern the respective duties and obligations of the parties. The validity of this contract, and any disputes arising from the contract, shall be governed by the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the trial courts of Winnebago County, State of Illinois. Should a provision of this contract be declared invalid by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of the contract.
9. Safety. Prevention of accidents at any project is the sole responsibility of the awarded vendor and its subcontractors, agents, and employees. The awarded vendor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. The awarded vendor shall retain exclusive and direct control over the acts or omissions of its subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the awarded vendor.

10. Criminal Background Check. When necessary for the protection of citizens and/or City staff, the City may require an awarded vendor to conduct a criminal background check on all of its personnel who will have direct contact with City facilities or residents/businesses served under this contract. Personnel are defined as representatives, agents, employees, subcontractors, or anyone else who will be utilized to fulfill obligations under this contract. Criminal background checks, at a minimum, shall consist of a county level felony and misdemeanor check for each county in which the personnel resided in the last 10 years. The awarded vendor shall notify the City of any of its personnel who have been convicted of a felony or misdemeanor prior to commencing any work under this contract. At the City's discretion, personnel with any felony or misdemeanor convictions which raise a concern about the safety of building, property, or City staff/resident's personal security, or is otherwise job related (as determined by the City) shall not perform work under this contract. Once given notice that a background check(s) will be required, it must be completed within 14 calendar days so as to not delay work to be completed.

11. Control of the Work. With respect to the awarded vendor's own work, the City shall not have contractual, operational, and/or supervisory control over and/or charge of the work and shall not be responsible for construction means, methods, techniques, sequences, procedures, and programs in connection with the awarded vendor's work, since these are solely the vendor's responsibility under the agreement. The City shall not be responsible for the awarded vendor's failure to carry out the work in accordance with the agreement's terms and conditions. The City shall not have control over and/or charge of acts or omissions of the awarded vendor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the awarded vendor. The awarded vendor shall be considered to be an "independent contractor" pursuant to Illinois law.

12. Bid Bond. When required on the cover sheet, a bid bond for not less than 5 percent of the bid amount must accompany all bids as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract. A bank cashier's check, bank draft, or certified check equal to the amount specified is acceptable in lieu of a bid bond. Bid bonds of the two lowest firms will be retained until the contract is awarded.

13. Performance Bond. When required by the specifications herein, the awarded vendor shall furnish a performance bond equal to the amount of the contract, acceptable to the City, within 14 calendar days after notification of contract award. Failure to furnish the required bond within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the City as liquidated damages and not as a penalty.

14. Taxes. No charge will be allowed for taxes from which the City of Rockford, Illinois is exempt. The City of Rockford, Illinois is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City is exempt from the Federal Excise and Transportation Tax.

15. Withdrawal of Bids. Firms may withdraw or cancel their bids at any time prior to the advertised invitation to bid opening. After the opening time, no bid shall be withdrawn or cancelled. All bids shall be firm and valid for a period of sixty (60) calendar days. If a bidder to whom a contract is awarded refuses to accept the award, the City may, at its discretion, suspend the bidder for a period of time up to three (3) years.

16. Subcontracting. The bidder shall provide information for all subcontractors, leased operators/equipment, and suppliers and all other information requested in the Subcontractor and Supplier Detail Forms attached. Requests for deviations from the completed detail forms submitted must be made in writing, and reviewed and approved by the City's Diversity Procurement Officer and the Central Services Manager or designee. The awarded vendor may not subcontract any portion of the contract after award without written consent of the City of Rockford

Central Services Manager. When subcontractors are used, the awarded vendor is required to pay subcontractors promptly after completion of work. Delay of payment is prohibited.

17. Termination of Contract. The City of Rockford reserves the right to terminate the contract in its entirety or in portions, upon written notice to the awarded vendor, if the Rockford City Council does not appropriate sufficient funds to complete the contract or in the event of default by the awarded vendor. Default is defined as failure of the awarded vendor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default, the City may purchase the product(s) and/or service(s) from other sources and hold the defaulting company responsible for any excess costs occasioned thereby. The City may require payment of liquidated damages for non-performance. Should default be due to failure to perform or because of a request for a price increase, the City reserves the right to remove the firm from the City's bidder list for a period of up to three years.

18. Late Bids and Proposals. Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the awarded vendor at their request and expense.

19. EEO Forms. Each firm shall be required to submit with its bid information all EEO forms included in the invitation to bid package. Any bid which fails to include the properly completed compliance items will not be read and will not be considered. All subcontractors shall also be required to comply with the same EEO forms as the firm.

20. Restrictive or Ambiguous Specifications. It is the responsibility of the bidding firm to review the invitation to bid specifications and to notify the Central Services Manager if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or invitation to bid procedures must be received by the Central Services Division not less than seventy-two hours prior to the time set for the opening. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary definition.

21. Bid Protest. Firms wishing to protest bids or awards shall notify the Central Services Manager in writing within 7 days after the invitation to bid opening. The notification should include the bid number, the name of the firm protesting, and the reason why the firm is protesting the bid. The Central Services Manager will respond to the protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded contract.

22. Disputes. In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Central Services Manager, or authorized representative shall be final and binding to all parties. The Central Services Manager has the right to waive technicalities as they see fit. The Central Services Manager may request a written recommendation from the head of the department using the equipment or service being procured.

23. Exceptions. Any deviations from these specifications shall be noted and submitted with the bid. Failure to address deviations from specifications may result in bid rejection.

24. Acceptance/Rejection of Bids. The City of Rockford reserves the right to accept or reject any or all bids or proposals at any time, for any reason, including but not limited to the Rockford City Council not appropriating

sufficient funds to purchase equipment or complete the contract. The City may make awards in any manner deemed in the best interest of the City.

25. **Prevailing Wage.** When indicated on the cover page of this document, this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires awarded vendors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. When required, awarded vendors are responsible for paying current prevailing wage rates, as posted on the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. It is the awarded vendor's responsibility to verify current wage rates, as they are updated monthly. All awarded vendors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record keeping duties.

26. **Certified Payroll.** All Certified Payroll reports required to be submitted under the Prevailing Wage Act, 820 ILCS 130, must be submitted monthly via email, in Excel or some format compatible with Excel, to [certified.payroll@rockfordil.gov](mailto:certified.payroll@rockfordil.gov).

27. **Substance Abuse Prevention.** When required by Illinois State Statutes, awarded vendors must have in place and file with the City a written program for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act.

28. **Apprenticeship Requirement.** For construction contracts over \$50,000, awarded vendors must participate in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all Trades that will be in the awarded vendor's (or his subcontractor's) employment, with each worker receiving the required apprenticeship/training appropriate to his trade. Owners or work performed by owners is not exempt from the apprenticeship and training requirement.

29. **Indemnification.** To the fullest extent permitted by law, the awarded vendor shall indemnify and hold harmless the City, its officers, representatives, elected and appointed officials, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the awarded vendor's performance of work under this agreement, and indemnifies and agrees to defend and hold harmless the City against any and all losses, claims, damages, and expenses arising from the work performed hereunder of the erection, construction, placement, or operation of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages, and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon section 414 of the Restatement (Second) of Torts and section 343 of the Restatement (Second) of Torts.

This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for the awarded vendor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155, 585 N.E.2d 1023 (1991) in Illinois.

Further, the awarded vendor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts.

Under no circumstances shall the awarded vendor, its subcontractors, agents, and employees be required to indemnify the City for its own negligence.

30. Officers. Each bidder affirms, by submission of a response to this bid or request for proposals, that no officer of the City of Rockford, Illinois, is directly or indirectly interested in the proposal for any reason of personal gain.

31. Non-Waiver. The failure by the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

32. Professional Services Selection Act. The City of Rockford intends to comply with 50 ILCS 510/5 governing the selection of professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection do not apply for services covered by said act.

33. The City of Rockford reserves the right to accept or reject any and all proposals and to waive technicalities in submitted bids.

**BID REQUIREMENTS FOR  
EQUAL EMPLOYMENT OPPORTUNITY**

All bidders seeking to do business with the City of Rockford are **REQUIRED** to submit with any formal, sealed bid all of the following documents and information, attached herewith, completed and signed:

1. Equal Employment Opportunity Affirmative Action Plan Statement of Policy.
2. The Statement of Non-Compliance and Certificate of Non-Segregated Facilities.
3. The Contractor or Vendor Workforce Data Form listing all current employees, by classification, directly employed by the bidder. All categories of information requested must be supplied.  
*Note: The number of employees must be entered under each category (no check marks)*

Below are the Federal definitions of the following racial groups accepted as minorities by the City of Rockford:

Black: A person having origins in any of the Black racial groups of Africa, not of Hispanic origin.

Hispanic: A person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race.

Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Republic and Samoa.

American Indian or Alaskan Native: A person having origins in any of the original peoples of North America.

4. Your State of Illinois Pre-Qualification Certification Number, issued by the Illinois Department of Human Rights for the Illinois Department of Human Rights Act, **must provide expiration date entered in the place provided therefore**.
5. Certificate of Non-Barred Bidding
6. All executed Subcontractor/Leased Operator and Supplier forms.

**If you have not obtained your State of Illinois Pre-Qualification Number (item #4), by signing these documents you agree to make application for this number within 30 days from the date of bid opening.**

**ANY BID WHICH FAILS TO INCLUDE THE CITY OF ROCKFORD EEO PAGES 2, 4, AND 5, COMPLETED AND SIGNED WITH YOUR SEALED BID WILL NOT BE READ AND WILL NOT BE CONSIDERED – NO EXCEPTIONS.**

Falsification of any required Equal Employment Opportunity or Affirmative Action information on the part of the bidder could result in rejection of the bid submitted or in the case where a contract has already been awarded, in the cancellation of said contract.

Any questions pertaining to E.E.O. requirements should be addressed to Ron Moore, Diversity Procurement Officer, Legal Department, 425 East State Street, Rockford, Illinois 61104, Phone: (815) 987-5622 or [ron.moore@rockfordil.gov](mailto:ron.moore@rockfordil.gov)

**EQUAL EMPLOYMENT OPPORTUNITY**  
**AFFIRMATIVE ACTION PLAN**  
**STATEMENT OF POLICY**

It is the policy of this company, \_\_\_\_\_  
to provide equal employment opportunity without regard to race, religion, color, national origin, handicap, age or sex through a program of positive action affecting all employees. In this program, our company carries out the requirements of Federal Executive orders 11246 and 11375, Civil Rights Act of 1964, Equal Employment Act of 1972, and all other applicable laws, and indicates its active support of the principle of equal opportunity in employment.

At present, \_\_\_\_\_ % of our work force are minorities and \_\_\_\_\_ % of our work force are females, and we will attempt to utilize minorities and females through a positive, continuing program in all jobs for which we contract in the future. Our company will utilize referrals from the City of Rockford's Diversity Procurement Officer for use of minorities and females regarding any future job vacancies.

It is also our intent to make efforts to purchase supplies or equipment from small business concerns located in the City of Rockford or counties of Winnebago or Boone and owned in substantial part (at least 51 per cent) by minorities or females.

\_\_\_\_\_ is the official who will be responsible for implementing this policy statement.

\_\_\_\_\_ will be designated as the Equal Opportunity Officer in our company, responsible for submission of all required equal employment opportunity documents.

In addition, \_\_\_\_\_ is hereby authorized to sign payroll as well as this company's officers. (NOTE: If only officers will be authorized to sign payrolls, please fill in "No One" in this space.)

## **STATEMENT OF NONCOMPLIANCE**

If the equal employment opportunity hearing committee determines that a contractor, subcontractor/leased operator of equipment or bidder is not in compliance with this chapter, (also known as Chapter 11, Article III the City of Rockford Equal Opportunity Employment Ordinance), the hearing committee shall issue and serve upon such person a written statement of noncompliance setting forth the manner in which it finds such person has violated this chapter, and imposing and/or requiring appropriate sanctions, including, but not limited to any and/or all of the following:

- a. Denying, suspending or revoking qualifications, or declaring the contractor or subcontractor irresponsible and ineligible for future contracts or subcontracts until such time as the contractor or subcontractor shall demonstrate to the equal employment opportunity hearing committee that it is in compliance;
- b. Withholding or delaying payment on the contractor or;
- c. Suspending, avoiding or canceling contract work.

## **CERTIFICATION OF NON-SEGREGATED FACILITIES**

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid.

The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors/leased operators of equipment for specific time periods) he/she will obtain identical certification from proposed subcontractors/leased operators of equipment from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.



**CERTIFICATE OF NON-BARRED BIDDING**

The undersigned certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating. The undersigned also certifies that current or prospective employees, contractors, and subcontractors/leased operators of equipment are not listed as Excluded Individuals/Entities with the US Government, as maintained by the US General Services Administration.

By signing below, the firm agrees that all information provided in the previous pages is accurate, and that if the firm below does not currently have a Department of Human Rights number they will apply for one within thirty days with the State of Illinois.

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Firm

Our firm is a:

Minority Business Enterprise \_\_\_\_\_

City-Certified? Yes \_\_\_ No \_\_\_

Women Business Enterprise \_\_\_\_\_

City Certified? Yes \_\_\_ No \_\_\_

Neither \_\_\_\_\_

(Revised 12/21/09)

**1. GENERAL**

**1.1 Introduction.** The Cities of Rockford, Loves Park and the Village of Pecatonica (collectively, the “Municipalities”), pursuant to Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 (“Act”), have entered into an Intergovernmental Agreement (“IGA”) to aggregate residential and small commercial retail electric loads, located respectively, within the Municipalities and, for that purpose, solicit bids and enter into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment (“Electric Aggregation Program” or “Program”).

On March 20, 2012, the Municipalities were duly authorized, by referendum, to establish “opt-out” Electric Aggregation Programs, which Programs are governed by a Plan of Operation and Governance (“POG”). The Municipalities have agreed to combine their eligible residential and small commercial retail electric loads and jointly solicit a request for proposals (“RFP”), which will be accepted and awarded jointly by the Municipalities. Notwithstanding the joint RFP, each Municipality will individually negotiate its own Power Supply Agreement (“PSA”) and operate its own Electric Aggregation Program. The Municipalities are jointly soliciting proposals directly from qualified bidders without the assistance of a broker or consultant.

The populations of the Municipalities are as follows:

City of Rockford	152,871
City of Loves Park	23,996
Village of Pecatonica	2,195

Combined (excluding Pecatonica, who’s data will be released as an addendum), approximately 72,000 residential and small commercial retail electric loads (“Customers”) with an estimated demand of 488,500,000 kilowatt-hours (kWh) annually are eligible for enrollment in the Municipalities’ Electric Aggregation Programs (“Aggregate”). The Aggregate is currently served by Commonwealth Edison (“ComEd”).

Because the Municipalities have adopted opt-out Aggregation Programs, all eligible customers located within the Municipalities will participate in the Program unless they affirmatively elect to opt out of the Program. By identifying the procedures by which customers may opt out of the Program, the Municipalities ensure that participation is voluntary and individuals have the ability to decline to participate. The 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;
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 Timeline:** The following dates are set forth for informational and planning purposes; however, the Consortium reserves the right to change the dates.

Issuance of RFP	June 4, 2012
Due Date for Questions	June 15, 2012 at 4:00 p.m. CST
Responses Provided to RFP Questions	June 19, 2012
Due Date and Time for Proposals	June 26, 2012
Anticipated Vendor Selection	July 2, 2012

**1.3 Contact:** The contact for this request for proposals is Carrie Eklund, Central Services Manager, City of Rockford at 815-987-5565 or [carrie eklund@rockfordil.gov](mailto:carrie eklund@rockfordil.gov).

**1.4 Number of Copies:** Submit a signed original and 3 copies of the proposal, and one digital copy of the proposal on a CD or flash drive.

- 1.5 Public Records and Requests for Confidential Treatment:** The Municipalities may treat all information submitted by a Bidder as public information following the conclusion of the selection process unless the Bidder requests that information be treated as confidential at the time of submittal. All information submitted is subject to the Illinois Freedom of Information Act ("FOIA") (5 ILCS 140/1 *et seq.*) and other applicable laws and rules.
- 1.6 Agreement Negotiations:** Bidders must be prepared for the Municipalities to accept the Proposal as submitted, but Agreement negotiations may be necessary or desirable at the Municipalities sole option. If negotiations do not result in an acceptable agreement, the Municipalities may reject the Proposal or revoke the award and may begin negotiations with another Bidder. Final Agreement terms must be approved or signed by the appropriately authorized municipal official(s).
- 1.7 Definition of Agreement:** The Power Supply Agreement included with this RFP, along with any amendments or addenda, shall constitute the written Agreement between the successful Vendor and each member Municipality.
- 2. BIDDER QUALIFICATIONS.** Bidders are provided the following list of qualification metrics deemed to establish the capacity and capability of a Bidder to serve as the supplier for the Municipalities. Bidders shall provide responses to each item listed, and shall also identify other qualifications the Bidder believes to be relevant to this RFP. The Municipalities request that responses to the Bidder Qualifications section be structured in a manner that follows the outline of the section. In addition to the information requested below, please complete and return the forms requested in Attachment D.
- 2.1 Licenses and Registrations.** The Bidder shall demonstrate that it is allowed to sell electricity at retail to residential and small commercial customers in Illinois. Documentation should include:
- 2.1.1** Documentation of service authority from the ICC as a certified retail electric supplier and any and all other licenses or certifications required by the ICC;
  - 2.1.2** Company's bond posting with the ICC;
  - 2.1.3** Registration and certification of authority as a retail electric supplier for ComEd residential and small commercial customers;
  - 2.1.4** Written commitment to comply with all applicable laws and regulations of the State of Illinois;
  - 2.1.5** Docket number and date FERC Power Marketing Authority obtained;
  - 2.1.6** Date Alternate Retail Electric Supplier license in the State of Illinois was obtained; and
  - 2.1.7** Documentation that supplier has access to capacity resources as a Load Serving Entity in PJM and is able to make use of existing transmission facilities to deliver power to Aggregation Members.
- 2.2 Systems:** The Bidder shall demonstrate that it has existing systems that will ensure a smooth notification and enrollment process for the Aggregation Programs. Documentation should include:
- 2.2.1** Service Agreement for Network Integration Transmission Service under Open Access Transmission Tariff;
  - 2.2.2** Documentation of an Electronic Data Interchange computer network that is fully functional at all times and includes back-up file saving systems, and is capable of handling the ComEd residential and small commercial retail electric customers in the Consortium;
  - 2.2.3** Description of the features and benefits of Bidder's existing customer database system. Please include at least the following:
    - 2.2.3.1** Platform description and specifications;
    - 2.2.3.2** Exportability of data;
    - 2.2.3.3** Frequency of data updates;
    - 2.2.3.4** Standard reports availability (type and description); and
    - 2.2.3.5** Special features;

- 2.2.4 Report on the number of accounts enrolled in the ComEd service region within the past three years by the Bidder or its affiliates:
  - 2.2.4.1 Identify the number of accounts under management in each of the prior three years;
  - 2.2.4.2 Identify the specific steps utilized to enroll accounts; and
  - 2.2.4.3 Report the average time from enrollment to flow of contracted power for newly enrolled accounts.

**2.3 Marketing and Support Services:** The Bidder shall demonstrate that it has the materials, time and resources to support Program marketing, outreach and education tasks. Documentation should include:

- 2.3.1 Proof of an existing local or toll-free telephone number for customer service and complaints related to the Aggregation Program;
- 2.3.2 Bidder's detailed plan for reaching and servicing multi-lingual customers or customers with disabilities as per the requirements;
- 2.3.3 Samples of a website to support the Aggregation Members;
- 2.3.4 Education materials:
  - 2.3.4.1 Samples of marketing materials;
  - 2.3.4.2 Draft calendar, identifying measures to be executed both prior to and after the March 20, 2012 referenda; and
  - 2.3.4.3 Descriptions of proposed modes of communications (print, mailing, broadcast, etc.); and
- 2.3.5 Opt-Out processes:
  - 2.3.5.1 Samples of Opt-Out materials (letters, forms, etc.); and
  - 2.3.5.2 Commitment to use only materials specifically approved by the member municipalities of the Consortium.

**2.4 Corporate Structure and Financial Capacity:** The Bidder shall demonstrate that it has sufficient personnel, management expertise, and financial capacity.

- 2.4.1 Describe how Bidder's corporate structure facilitates the sale of energy power supplies to the residential and small commercial retail customers in the Consortium:
  - 2.4.1.1 Identify key management members, including biographies;
  - 2.4.1.2 Provide chart of corporate departments, affiliates and units; and
  - 2.4.1.3 Identify the staff to be assigned to the Municipalities' Aggregation Programs, including resumes, office locations, years in the industry, and years employed by Bidder.
- 2.4.2 Submit the Bidder's (or the Bidder's parent company's) most recent audited annual report that identifies its long term credit rating. The following table will be used to cross reference credit ratings from the various credit rating agencies:

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

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

### 3. SPECIFICATIONS

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

**3.1 Proposed General Agreement Terms:** The Municipalities will seek to preserve the following general terms in a Power Supply Agreement with the selected Vendor. The Municipalities will not be obligated to accept alternative specifications, and reserves the right to reject proposals that contain any proposed revisions.

**3.1.1 Term of Agreement.** The Power Supply Agreement will be formally awarded by the City Council or Village Board of each Municipality. The duration of the agreement will be established in the final negotiations.

**3.1.2 Single Supplier.** The Municipalities will select a single Alternative Retail Electric Supplier.

**3.1.3 Subcontractors.** The selected Vendor may not employ any subcontractors other than as necessary. Subcontractors shall be held to the same strict confidentiality standards applicable to the selected Vendor, and shall be required to otherwise comply with the requirements of the Power Supply Agreement.

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

**3.1.5 Insurance.** The selected Vendor shall obtain and maintain, for the duration of the Power Supply Agreement, such proof of insurance and performance security as the municipality deems necessary.

**3.1.6 Pricing Guarantee.** Should the ComEd tariff rates be set below the rates quoted, the selected Vendor shall have the right to terminate the PSA, pursuant to its terms, allowing Customers to select another retail electric supplier or return to ComEd tariffed service, provided that the selected Vendor, at its sole cost, takes all steps necessary to allow Customers to either return to the applicable tariffed service from ComEd or receive service from another retail electric supplier. Alternatively, the selected Vendor may continue to provide services pursuant to the PSA at a price equal to the ComEd rate. No early termination fees shall be charged should the Vendor terminate the PSA.

**3.1.7 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.

**3.2 Proposed Agreement Pricing Terms:** The rates shall include provision of the required services and shall be quoted at a fixed rate per kilowatt-hour (kWh). All rates shall be expressed in cents per kilowatt-hour (kWh). Rates shall be valid for the day the RFPs are submitted. The City's intent is to refresh pricing immediately prior to executing contracts, so no rate will be expected to be held longer than one business day. Aggregated load and usage data is provided in Attachment B.

**3.2.1 Pricing Options.** Please provide price options on the Pricing Form (Attachment D).

**3.2.2 Pricing Periods.** The selected Vendor shall provide commodity pricing proposals for one, two and three year periods.

**3.2.3 Supply Mixes.** The Vendor shall be capable of providing fixed price commodity quotes for the following energy mixes:

**3.2.3.1 Standard Supply Mix.** Electricity supply that includes the minimum resource mix required by the Illinois Renewable Portfolio Standard.

**3.2.3.2 Enhanced Renewable Energy Mix.** Electricity supply that exceeds the current renewable energy resource requirements of the Illinois Renewable Portfolio Standard by securing Renewable Energy Credits sourced through PJM-registered hydroelectric, wind, solar photovoltaic or

captured methane-landfill gas. Bidder shall provide the cost premium associated with providing the Enhanced Renewable Energy Mix option at various specified levels up to 100%.

**3.2.4 Fees Imposition.** Neither the municipality nor the selected Vendor shall impose any conditions, terms, fees, or charges on any Member served by the Program unless the particular term, condition, fee, or charge is clearly disclosed to the Member at the time the Member enrolls in, or chooses not to opt out of, the Program.

**3.2.5 Enrollment and Disenrollment Charges.** The selected Vendor shall not assess any fees on Aggregation Program Members except in accordance with the Plan of Operation and Governance.

**3.2.5.1 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.

**3.2.5.2 Switching Fee.** Members changing residency within the municipality shall not be assessed early termination or enrollment fees. The Vendor shall continue service at the same rate and under the same terms and conditions for any Member who relocates within the municipality prior to the expiration of the contract term, provided that the Member notifies the Vendor of his or her desire to do 30 days' prior to the moving date. Moving within the municipality may cause the Member to be served for a brief period of time by ComEd.

### **3.3 Proposed Agreement Supply and Service Terms:**

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

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

**3.3.3 Billing.** The selected Vendor shall be registered with ComEd to serve residential and non-residential customers under *Rate RESS – Retail Electric Supplier Service with Rider PORCB – Purchase of Receivables with Consolidated Billing*. Accounts shall be billed through ComEd.

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

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

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

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

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

**3.3.5.3.1 Telephone Inquiries.** The selected Vendor shall maintain a toll-free telephone access line which shall be available to Aggregation Members 24 hours a day, seven days a week. Trained company representatives shall be available to respond to customer telephone inquiries during normal business hours. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business

hours shall be responded to by a trained company representative on the next business day. Under normal operating conditions, telephone answer times by a customer representative, including wait time, shall not exceed 30 seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed 30 seconds. The Vendor shall submit reports to the municipality upon request, indicating that it has met these standards at least 90 percent of the time under normal operating conditions during the preceding quarter.

- 3.3.5.3.2 Internet and Email.** The selected Vendor shall establish and maintain a website for the Aggregation Members. The website shall provide basic information concerning the Aggregation program and shall facilitate customer inquiries by providing a platform for the submission of questions by email or text. Responses to inquiries submitted through the website platform shall be generated within 24 hours.
- 3.3.5.3.3 Multi-Lingual Services.** The selected Vendor shall provide customer service for Members requiring non-English verbal and written assistance.
- 3.3.5.3.4 Hearing Impaired.** The selected Vendor shall provide customer service for hearing-impaired Members.
- 3.3.5.4 Enrollments.** The selected Vendor shall be prepared to perform the following Aggregation account enrollment tasks:
  - 3.3.5.4.1 Opt-Out Notifications.** The selected Vendor shall manage the Opt-Out notification process under the supervision of the municipality. A single database shall track account enrollment and billing data.
  - 3.3.5.4.2 New Accounts.** The selected Vendor shall facilitate the addition of new customer accounts to the Aggregation Programs during the term of the Power Supply Agreement.
  - 3.3.5.4.3 Re-Joining the Aggregation Program.** The selected Vendor shall assist Members that have Opted-Out to rejoin at a later date.
  - 3.3.5.4.4 Moving Within the Municipality and Maintaining the Same Account Number.** The selected Vendor shall continue service at the same rate and under the same terms and conditions for any Member who relocates within a municipality prior to the expiration of the Agreement term, providing that the Member notifies the Vendor of its desire to do so 30 days prior to the moving date.
  - 3.3.5.4.5 LIHEAP/PIPP.** The selected Vendor shall facilitate billing for residents participating in LIHEAP or enrolled in the PIPP bill payment assistance program. The selected Vendor shall also notify said customers of the consequences of participating in the Aggregation Program.
- 3.3.5.5 Other.** The selected Vendor shall accept the following terms:
  - 3.3.5.5.1 Credit/Deposit Requirements.** Collection and credit procedures are to be the responsibility of ComEd and the individual Member. Members will be required to comply with the payment terms of ComEd and/or the Vendor. The municipalities will not be responsible for late payment or non-payment of any Member accounts. Neither the municipality nor the Vendor shall have a separate credit or deposit policy.
  - 3.3.5.5.2 Reliability of Power Supply.** The Program will only affect pricing for the generation source of power. ComEd will continue to deliver power through their transmission and distribution systems. Responsibility for maintaining system reliability continues to rest with ComEd. If Members have service reliability problems, they should contact ComEd for repairs. The ICC has established "Minimum Reliability Standards" for all utilities operating distribution systems in Illinois. Member outages, duration of outages, interruptions, etc., are monitored to ensure reliability remains at satisfactory levels. In addition to maintaining the "wires" system, ComEd is required

to be the "Provider of Last Resort." This means, should the selected Vendor fail for any reason to deliver any or all of the electricity needed to serve the Members' needs, ComEd will immediately provide any supplemental electricity to the Members as may be required. ComEd would then bill the Vendor for the power provided on their behalf, and the Members would incur no additional cost therefor.

### 3.4 Proposed Delivery Specifications.

- 3.4.1 **Quality and Measurement.** The selected Vendor shall warrant that the electricity sold and delivered shall be of the specifications required by PJM and ComEd. The selected Vendor shall indemnify the Municipalities and the Aggregation Members, and shall hold them harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from the Vendor's breach of this warranty.
- 3.4.2 **Title.** The selected Vendor shall warrant that it possesses good marketable title to all electricity sold, and is free from all liens and adverse claims.
- 3.4.3 **Delivery.** The selected Vendor shall deliver all electricity supplied under the Power Supply Agreement to the Aggregation Members at appropriate node locations to secure delivery to the Aggregation Members.

## 4. HOW THE MUNICIPALITIES WILL EVALUATE PROPOSALS

### 4.1 Evaluation Steps: The evaluation and award process will include:

- 4.1.1 Review of the Proposals to assess bidder responsibility.
- 4.1.2 Evaluation of the requirements set forth in this RFP, which may include criteria to determine acceptability such as inspection of required submittals, quality, workmanship, delivery, and suitability for the particular purpose required. These costs will be measured objectively.
- 4.1.3 Clarifications, discussions, presentations and referral checks.
- 4.1.4 Determination of the lowest responsible Bidders, whose Proposals meet the requirements and criteria set forth in this RFP.
- 4.1.5 Price refresh and contract negotiation (if necessary) with the Selected Bidders.
- 4.1.6 Approval of Power Supply Agreement with selected Vendor.

### 4.2 Criteria for Evaluation and Award: Vendors will be evaluated based on 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.

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

- 4.3 **Verification of Proposal Contents:** The content of a Proposal submitted by a Bidder is subject to verification. Misleading or inaccurate responses may result in disqualification.
- 4.4 **Information from Other Sources:** The Municipalities reserve the right to obtain and consider information from other sources concerning a Bidder, such as the Bidder's capability and performance under other contracts.
- 4.5 **Proposal Clarification Process:** The Municipalities reserve the right to contact a Bidder after the submission of Proposals for the purpose of clarifying a Proposal to ensure mutual understanding.
- 4.6 **Presentations:** Bidders may be required to make a presentation of the Proposal.

CITY OF ROCKFORD  
Electricity Aggregation Program

**Plan of Operation and Governance**



## **1. Purpose of Electricity Aggregation Program & Services**

This Plan of Operation and Governance has been developed in compliance with 20 ILCS 3855/1-92 regarding governmental aggregation of electric service. The statute defines two types of aggregation programs that may be enacted by a governmental entity; opt-in aggregation and opt-out aggregation. The City of Rockford ("City") will administer an opt-out aggregation program. Under this Program, the City will aggregate the electric loads of residential and small commercial retail customers located within the City and then solicit bids, select an Alternate Retail Electric Supplier ("Supplier") and enter into a service agreement to facilitate the purchase of electricity and related service on behalf of its residents and small businesses. Customers will be given prior written notice entitling them to affirmatively elect not to be part of the Program.

The City passed the necessary resolution to place the issue of Opt-Out Governmental Aggregation of Electricity on the March 20, 2012 ballot. The ballot issue subsequently passed. The City will follow the Plan of Operation and Governance ("Plan") outlined below. This Plan was adopted after two public hearings were held in accordance with 20 ILCS 3855/1-92.

The City's Aggregation Program ("Program") seeks to aggregate the retail electric loads of eligible customers located within the City to negotiate the best rates for the generation supply of electric power. With a City population of approximately 150,000 the Program has the potential to combine residential accounts and small commercial accounts into a buying group that will be attractive to an Alternative Retail Electric Supplier ("Supplier"). Participation in the Program is voluntary. Any individual customer ("Member") has the opportunity to decline to be a Member of the Program and return to the local utility (ComEd) standard offer of service or to enter into a power supply contract with any Alternative Retail Electric Supplier.

Residential and small commercial electric customers often lack the ability to effectively negotiate electric supply services. The City's Program provides them an opportunity to benefit from professional representation and bargaining power achieved through an aggregation program.

The Program is designed to reduce the amount Members pay for electric energy and to gain other favorable terms of service. The City will not buy and resell the power to the Program Members. Instead, the City will competitively bid and negotiate a contract with a Supplier to provide firm, full-requirements generation service to the Members of the Program.

As required by the Act, this Plan of Operation and Governance describes:

1. How the Aggregation Program will provide for universal access to all applicable residential customers and equitable treatment of applicable residential customers;
2. How demand management and energy efficiency services will be provided to each class of customers; and

3. How the Aggregation will meet any other legal requirements concerning aggregated electric service.

The City and the selected Supplier will follow the Plan set forth in this document.

## **2. Bidding / Contract Procedures**

The City may elect to hold an individual bid or participate in a group bid with other municipalities. The bidding process, whether by the City or in concert with other municipalities, must be conducted in compliance with all applicable City Codes concerning the bidding process. The City may, but is not required to, retain the services of a consultant, broker, or other expert in the field of electrical aggregation to assist in the preparation of the bidding documents and in managing the bidding process. The City will retain the full and absolute right to accept, accept with conditions, or reject any bid. If this bidding process does not result in the identification of an acceptable bidder, the City will conclude the bidding process and not proceed with the Aggregation Program at this time.

By majority vote of the Corporate Authorities, the City may select an Alternative Retail Electric Supplier to provide electric power to the Program according to the terms of a written power supply agreement entered into by and between the Supplier and the City. By majority vote of the Corporate Authorities, the City may determine not to enter into a power supply agreement with any Supplier and in such event eligible customers shall continue to purchase electric power through ComEd. If the Corporate Authorities enter into a power supply agreement with a Supplier, ComEd will continue to provide and service delivery of the electricity purchased from the Supplier, and metering, repairs and emergency service will continue to be provided by ComEd.

The Program may be terminated upon the termination or expiration of the power supply agreement without any extension, renewal, or subsequent power supply agreement being negotiated. Each individual Member receiving electric supply service under the Program will receive notification 45-90 days prior to termination of the Program. In the event of termination, Members in the Program would either return to ComEd supply service or choose another supplier on their own.

## **3. Determination of Rates and Other Charges**

### **3.1 Rates**

The City will solicit bids from Alternative Retail Electric Suppliers certified by the Illinois Commerce Commission to provide electricity to aggregation programs. The bid documents shall require the suppliers to offer a generation charge for firm, full-requirements supply. The prices to be charged to Members in the Program will be those of the Supplier determined to be the lowest responsive, responsible bidder. Members will be notified of the rates and terms of

the Program through a direct mailing sent to each eligible resident and business within the City limits.

### 3.2 Charges

Neither the City nor the selected supplier will impose any terms, conditions, 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 choose not to opt-out of the Program.

ComEd will continue to bill for Late Payments, Delivery Charges and Monthly Service Fees, etc. These charges apply whether or not a Member switches to the Program's Supplier. Switching generation suppliers will not result in any new charges billed to the Member.

### 3.3 Switching Fees

Should ComEd assess a switching fee for Members voluntarily remaining in the aggregation program; the Bid will be written to require the selected supplier to pay the switching fee without assessing a fee to the Members.

### 3.4 Early Termination Fee

Members may terminate their agreement without penalty if they relocate outside of the City or if they decide to return to ComEd for their energy supply. Members that leave the Program for other reasons, such as switching to another Supplier, may be assessed an early termination fee by the Supplier. The City will negotiate with the Supplier to ensure that any early termination fee assessed is reasonable and clearly stated in the opt-out disclosure notice.

## 4. Determination of Eligible Customer Pool

Under the opt-out aggregation provisions, all eligible electric consumers within the City will be automatically included in the Program. However, such customers will be given prior notice entitling them to affirmatively elect not to be part of the Program.

Prior to mailing opt-out notices, a thorough review will be performed to see that all ineligible customers are excluded. The review process will include the efforts of numerous parties and utilize a number of resources:

- ComEd will query their customer database using best efforts to capture all accounts within the City limits.
- The Supplier, with assistance from the City, using available City resources and publicly available material shall screen out customers who are not located within the City limits. Those resources may include any or all of the following: property records, water and/or sewer records, fire and/or police department address records, 911 address records, street

listings, City maps, internet maps, county parcel mapping databases, and geographical information systems (GIS).

- Ineligible accounts will be screened out based on codes provided in the ComEd data.
- The data shall be reviewed to see that all zip codes have been included, all streets included, all customer classes, all customer rate schedules, and finally that an expected total for a community of this population was turned over.
- Any suspected omissions will be reported to ComEd along with a request to furnish that data.

## **5. Opt-Out Process**

The City is using an Opt-Out form of Governmental Aggregation pursuant to 20 ILCS 3855/1-92. Any such person that opts-out of the aggregation program pursuant to stated procedure will default to the standard service offer provided by ComEd until the person chooses an alternative supplier.

When a successful supply offer is found the City shall order the eligible customer list from ComEd. ComEd shall turn over the list to the City within ten (10) business days. Once the list is obtained, it will be shared with the selected Supplier and they will have thirty (30) days from the City's receipt of the data to mail the opt-out notices to all eligible Members receiving an offer.

The selected Supplier will be required to pay for printing and mailing of opt-out disclosure notices. The notices will be mailed to the owner or occupant residing at the electric account mailing address shown on ComEd's customer list. The selected Supplier and the City will agree upon the format of the opt-out notice prior to mailing it to eligible Members. A City official will sign the notice and it will contain the City's name and logo on the outside to clearly indicate to the recipient that it is a notice from the City.

Prior to mailing opt-out notices, a thorough review will be performed to see that all eligible Members receiving an offer are sent the notice. The review process will include the efforts of numerous parties and utilize a number of resources as specified in Section 4 of this Plan.

Following acceptance of an offer by the City, the Supplier will mail opt-out notices to eligible Members receiving an offer. Members will have at least twenty-one (21) days from the postmark date on the notice to postmark the return opt-out card if they do not wish to participate in the City's program. The supplier may offer additional means of opting out, such as, a toll-free phone number, website, email address, or fax number. The selected supplier will not enroll those accounts opting out from the Program.

In the event that an eligible Member is inadvertently not sent an opt-out notice and is omitted from the Program, the Supplier shall, upon request, enroll the eligible Member at the group rate for the remaining term.

All members of the Program will also be given an opportunity to opt-out without penalty at least once every three (3) years.

Procedure Steps:

1. The selected Supplier and the City will agree upon the format of the opt-out notice prior to mailing it to eligible Members.
2. The selected supplier will distribute an Opt-Out Form to all eligible Members via first-class U.S. Mail;
3. Recipients will have at least twenty-one (21) days from the postmark on the notice to notify the selected Supplier if they do not want to be part of the program;
4. Members will be able to opt-out by returning an opt-out card via U.S. Mail to the selected Supplier. The Supplier shall offer at least two (2) additional means of opting out, such as a toll-free phone number, website, email address, or fax number.
5. Additionally, Members who do not opt-out per step 4 above will receive written notification from ComEd stating that they are about to be switched. That notice will inform them that they have seven (7) days to rescind the contract by contacting ComEd; and
6. The selected Supplier will not enroll those accounts opting out from the Program.

The opt-out notice will clearly notify the Program Members of the rates to be charged for electricity and other terms of the contract with the selected supplier.

## **6. Customer Classes Included**

All eligible Members are included in the Program but the selected Supplier's bid will determine which groups receive an offer and opt-out notice. It is envisioned that most residential and small commercial customers supplied by ComEd within the City limits are likely to receive an offer. The following eligibility requirements apply:

- Customers must not have opted-out of the Program
- Customers must not be supplied generation service from another supplier
- Commercial customers must have an annual load  $\leq 15,000\text{kWh}$
- Customers must live within the City limits
- Customers must not be on ComEd's bundled hold

Customers receiving power from ComEd under particular tariffs as they may be approved and/or amended by the Illinois Commerce Commission from time to time may not be eligible to enroll in the aggregation program.

Utility rules approved by the Illinois Commerce Commission (ICC) or other regulatory agencies may determine eligibility to enroll in the aggregation program.

Eligibility may be limited by a Supplier's offer. For example, a fixed rate might not be offered to an account if they would not save when compared to the prevailing ComEd rate.

## **7. Billing Procedures**

The City will utilize the coordinated billing services of ComEd and the selected Supplier through ComEd's Purchase of Receivable Consolidated Billing (PORCB) billing arrangement. Most customers are expected to receive a single bill from ComEd that itemizes among other things, the cost of generation provided by the Supplier.

Members are required to remit and comply with the payment terms of ComEd and the Selected Supplier. The City will not be responsible for late or no payment on the part of any of its members. Furthermore, slow or no payment on the part of some Members will not adversely impact the rates charged to other Members.

## **8. Credit / Deposit Requirements**

Collection and credit procedures remain the responsibility of ComEd, the selected Supplier, and the individual Member. Members are 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 City will have no separate credit or deposit policy.

## **9. Procedures for Handling Customer Complaints and Dispute Resolution**

Members have multiple means of addressing complaints. As a general rule, concerns regarding service reliability should be directed to ComEd, billing questions should be directed to ComEd or the selected Supplier, and any unresolved disputes should be directed to the ICC.

## **10. Moving Into the City**

Residents and businesses that move into the City will NOT be automatically included in the City's Program. The City cannot guarantee the rates, terms, and conditions to Members enrolling after the 21-day opt-out period of the initial enrollees. Members wishing to opt-in to the Program may contact the Supplier to obtain enrollment information. There is, however, no guarantee that customers opting-in at a later date 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.

## **11. Moving Within the City and Maintaining the Same Account Number**

The selected Supplier shall continue service at the same rate and under the same terms and conditions for any Member who relocates within the City 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 the City 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 also opt-out without penalty under these circumstances.

## **12. Joining the Aggregation Group after Opting-Out**

Members who have left the aggregation group and wish to rejoin at a later date are treated in the same manner as new residents moving into the City. These customers may contact the Supplier at any time to obtain enrollment information. There is, however, no guarantee that customers opting-in at a later date will receive the same price, terms and conditions as did the initial participants.

## **13. Reliability of Power Supply**

The Program will only affect the generation source of power. ComEd will continue to deliver power through their transmission and distribution systems. Responsibility for maintaining system reliability continues to rest with ComEd. If members have service reliability problems, they should contact ComEd for repairs. The ICC has established “Minimum Reliability Standards” for all utilities operating distribution systems in Illinois. 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.

## **14. Supplier Qualification Selection Criteria**

Only Suppliers meeting strict criteria will be considered:

- Suppliers will need to be certified by the Illinois Commerce Commission.
- Registered with ComEd to do business in their service territory. Both the certification and registration ensure that Suppliers possess the managerial, technical, and financial competence to perform the services they offer.
- Supplier must be registered for Purchase of Receivables with Consolidated Billing with ComEd.
- Agree to hold harmless the City from any financial obligations arising from the Program.
- The selected Supplier shall demonstrate its creditworthiness by possessing an investment grade long-term bond rating from at least two major rating agencies.
- Submit a complete response to the request for qualifications including the submission of references, completed certification forms, litigation history, detailed scope of work, and company history and experience.

Pursuant to 20 ILCS 3855/1-92, Supplier shall:

- Provide for universal access to all applicable residential customers and equitable treatment of applicable residential customers.
- Describe demand management and energy efficiency services to be provided to each class of customers.
- Meet any requirements established by law concerning aggregated service offered pursuant to the 20 ILCS 3855/1-92.

## **15. Miscellaneous**

The operation of the City's Program may be impacted by any of the following:

- 20 ILCS 3855/1-92 as it may be amended from time to time.
- Federal Energy Regulatory Commission (FERC) tariffs as may be enacted or amended from time to time.
- Illinois Commerce Commission (ICC) rules and regulations as may be enacted or amended from time to time.
- ComEd tariffs as approved or amended from time to time by the ICC.
- Federal, state, and local laws.
- Rules, regulations, and orders approved or enacted by federal, state, or local regulatory agencies.

The City will maintain a copy of this Plan of Operation and Governance on file at its administrative office. This Plan will be kept available for public inspection. It will, upon request, be copied for any existing or potential Member of the aggregation in accordance with the City rules for copying public documents.

ATTACHMENT B, CITY OF ROCKFORD SUMMARY DATA

SUMMARY BY TARIFF RATE TYPE

	April 2011	May 2011	June 2011	July 2011	August 2011	September 2011	October 2011	November 2011	December 2011	January 2012	February 2012	March 2012	Total
<b>B70: RESIDENTIAL - SINGLE</b>													
Total Energy Quantity	26,089,738	25,235,725	31,654,856	41,990,263	47,023,877	34,087,382	23,351,127	23,275,641	28,834,213	32,191,856	26,076,766	23,467,382	363,278,826
Customer Count	45,021	45,044	44,470	44,210	43,718	43,205	42,493	42,020	41,595	40,989	40,859	40,764	514,388
<b>B71: RESIDENTIAL - MULTIPLE</b>													
Total Energy Quantity	3,006,050	2,956,040	3,802,757	4,945,317	5,632,725	4,111,724	2,803,973	2,687,016	3,183,948	3,547,755	2,944,388	2,708,412	42,330,105
Customer Count	9,403	9,434	9,362	9,300	9,227	9,184	9,042	8,783	8,569	8,488	8,469	8,499	107,760
<b>B72: COMMERCIAL - WATT-HOUR</b>													
Total Energy Quantity	388,393	358,227	387,944	414,443	443,593	391,675	346,377	358,461	409,767	457,704	401,853	368,924	4,727,361
Customer Count	966	956	950	941	931	927	922	918	930	905	909	911	11,166
<b>B73: COMMERCIAL DEMAND - 0 TO 100 KW</b>													
Total Energy Quantity	634,865	580,631	620,134	742,246	784,508	676,155	539,599	549,047	693,492	805,983	744,966	688,927	8,060,553
Customer Count	1,017	1,023	1,006	997	995	1,004	989	980	982	971	971	968	11,903
<b>B90: RESIDENTIAL - SPACE HEAT SINGLE</b>													
Total Energy Quantity	461,637	336,220	262,950	318,879	350,810	262,953	244,450	344,556	536,404	693,573	600,816	457,700	4,870,948
Customer Count	315	314	316	315	317	310	311	304	305	302	301	305	3,715
<b>B91: RESIDENTIAL - SPACE HEAT MULTIPLE</b>													
Total Energy Quantity	2,679,766	1,979,871	1,709,497	2,043,812	2,170,341	1,687,854	1,436,069	1,993,269	3,201,991	4,114,296	3,560,286	2,768,035	29,345,087
Customer Count	3,460	3,424	3,399	3,404	3,364	3,359	3,306	3,268	3,244	3,246	3,254	3,287	40,015
<b>B92: COMM DEMAND - WATT-HOUR WITH SPACE HEAT</b>													
Total Energy Quantity	8,735	7,269	8,403	7,068	6,972	5,780	5,407	6,392	9,734	12,664	11,262	9,007	98,693
Customer Count	13	13	14	13	13	13	13	13	13	13	13	13	157
<b>B93: COMM DEMAND - 0 TO 100 KW W/ SPACE HEAT</b>													
Total Energy Quantity	30,970	21,928	19,280	24,708	27,336	20,768	17,517	20,160	30,999	39,627	40,679	33,486	327,458
Customer Count	52	51	47	48	49	48	48	50	47	47	45	45	577
<b>H70: RESIDENTIAL - HOURLY SINGLE</b>													
Total Energy Quantity	105,642	103,805	128,231	161,062	179,364	128,822	86,436	85,657	100,865	113,261	87,425	79,283	1,359,853
Customer Count	139	138	136	133	132	124	119	117	113	111	109	107	1,478
<b>H71: RESIDENTIAL - HOURLY MULTIPLE</b>													
Total Energy Quantity	959	814	1,198	1,537	1,714	1,238	1,131	992	1,321	1,438	1,650	1,620	15,592
Customer Count	2	2	2	2	2	2	3	3	3	3	4	4	32
<b>H73: COMMERCIAL HOURLY - 0 TO 100 KW</b>													
Total Energy Quantity	2,526	2,950	1,897	1,404	1,574	638	902	1,408	1,553	1,759	1,531	1,212	19,354
Customer Count	4	4	4	4	4	3	3	3	3	3	3	3	41
<b>H90: RESIDENTIAL - HOURLY SPACE HEAT SINGLE</b>													
Total Energy Quantity	4,495	3,214	2,011	1,926									11,646
Customer Count	1	1	1	1									4
<b>H91: RESIDENTIAL - HOURLY SPACE HEAT MULTIPLE</b>													
Total Energy Quantity	1,639	2,673	1,238	1,290	1,803	862	60	1,684	2,558	3,027	2,760	2,039	21,633
Customer Count	1	2	2	2	2	2	2	1	1	1	1	1	18
<b>R70: RETAIL DELIVERY SERVICE - RES SINGLE</b>													
Total Energy Quantity	57,517	249,412	628,845	942,510	1,496,828	1,481,836	1,408,840	1,789,504	2,627,633	3,485,423	3,077,185	2,901,428	20,147,961
Customer Count	90	410	813	941	1,290	1,749	2,370	2,998	3,471	4,090	4,373	4,637	27,232
<b>R71: RETAIL DELIVERY SERVICE - RES MULTIPLE</b>													
Total Energy Quantity	3,826	9,790	20,847	37,382	72,024	79,203	76,696	141,556	261,155	310,582	278,930	279,809	1,571,800
Customer Count	6	22	40	58	96	147	233	458	637	744	784	869	4,114
<b>R72: RETAIL DELIVERY SERVICE - WATT-HOUR</b>													
Total Energy Quantity	47,356	43,908	47,072	62,130	67,565	62,894	55,129	59,648	69,890	85,429	84,502	71,780	757,303
Customer Count	69	76	81	90	104	109	112	117	120	127	130	128	1,263
<b>R73: RETAIL DELIVERY SERVICE - 0 TO 100 KW</b>													
Total Energy Quantity	106,881	89,597	99,958	134,395	151,645	133,669	118,233	125,390	162,222	196,684	177,529	167,983	1,664,186
Customer Count	138	135	143	160	167	169	181	184	191	197	199	203	2,067
<b>R90: RETAIL DELIVERY SERVICE - RES HEAT SINGLE</b>													
Total Energy Quantity													
Customer Count													
<b>R91: RETAIL DELIVERY SERVICE - RES HEAT MULTIPLE</b>													
Total Energy Quantity													
Customer Count													

ATTACHMENT B, CITY OF ROCKFORD SUMMARY DATA

Total Energy Quantity	624	2,251	8,634	10,872	18,903	53,084	127,399	178,351	174,404	140,014	714,486
Customer Count	1	3	10	19	36	81	123	130	151	164	718

Grand Total Energy Quantity	33,630,975	31,982,074	58,422,726	43,145,818	30,514,893	31,508,303	40,288,278	46,292,230	38,314,513	34,182,146	479,513,321
Grand Total Customer Count	60,697	61,049	60,422	60,377	60,189	60,309	60,384	60,387	60,597	60,929	726,749

SUMMARY BY DELIVERY SERVICE CLASS

C23: RESIDENTIAL SINGLE	26,252,897	25,588,942	48,700,069	35,698,040	24,846,403	25,150,802	31,562,711	35,790,540	29,241,376	26,448,093	384,786,640
Total Energy Quantity	45,250	45,592	45,140	45,078	44,982	45,135	45,179	45,190	45,341	45,508	543,098
C24: RESIDENTIAL MULTI	3,010,815	2,966,644	5,706,463	4,192,165	2,881,800	2,829,564	3,446,424	3,855,775	3,224,968	2,989,841	43,917,497
Total Energy Quantity	9,411	9,458	9,325	9,333	9,278	9,244	9,229	9,235	9,257	9,372	111,906
C25: RESIDENTIAL SINGLE (SPACE HEAT)	466,132	339,434	352,223	264,446	248,494	359,384	569,598	746,391	648,397	482,805	5,073,070
Total Energy Quantity	316	315	318	313	317	315	322	322	323	326	3,820
C26: RESIDENTIAL MULTI (SPACE HEAT)	2,681,405	1,982,544	2,180,778	1,699,588	1,455,032	2,048,047	3,331,888	4,295,674	3,737,450	2,910,088	30,081,206
Total Energy Quantity	3,461	3,426	3,376	3,380	3,344	3,850	3,368	3,377	3,406	3,452	40,751
C27: COM KWH ONLY	444,484	409,404	518,130	460,349	406,913	424,501	489,391	555,797	497,617	449,711	5,583,357
Total Energy Quantity	1,048	1,045	1,048	1,049	1,047	1,048	1,063	1,045	1,052	1,052	12,586
C28: SMALL (0 - 100)	775,242	695,106	965,063	831,230	676,251	696,005	888,266	1,044,053	964,705	891,608	10,071,551
Total Energy Quantity	1,211	1,213	1,215	1,224	1,221	1,217	1,223	1,218	1,218	1,219	14,588
Customer Count											

Grand Total Energy Quantity	33,630,975	31,982,074	58,422,726	43,145,818	30,514,893	31,508,303	40,288,278	46,292,230	38,314,513	34,182,146	479,513,321
Grand Total Customer Count	60,697	61,049	60,422	60,377	60,189	60,309	60,384	60,387	60,597	60,929	726,749

SUMMARY BY TARIFF RATE TYPE & PLC/NSPL QUANTITY

B72: COMMERCIAL - WATT-HOUR	1394,5501	1378,398	1280,3922	1270,1533	1271,671	1241,5947	1260,2068	1243,3251	1242,7062	1241,9406	15481,3047
PLC Quantity	1339,9902	1322,5476	1285,2466	1276,0827	1273,2656	1246,3609	1261,7969	1245,6777	1313,4499	1332,3525	15510,2788
B73: COMMERCIAL DEMAND - 0 TO 100 KW	6223,2431	6356,2308	4654,9394	4679,9227	4639,358	4535,7299	4526,8543	4429,1375	4470,4265	4443,3852	59838,442
PLC Quantity	4933,0711	5069,4612	4683,1532	4703,164	4673,2166	4569,9824	4562,0283	4438,0032	2062,5975	2036,1152	51422,7191
B92: COMM DEMAND - WATT-HOUR WITH SPACE HEAT	19,54	19,54	19,6266	19,6266	19,6266	19,6266	19,6266	19,6266	19,6266	19,6266	238,2154
PLC Quantity	21,6523	21,6523	19,8995	19,8995	19,8995	19,8995	19,8995	19,8995	21,0017	21,0017	249,159
B93: COMM DEMAND - 0 TO 100 KW W/ SPACE HEAT	264,2012	250,1659	181,1675	176,3608	176,3608	188,3856	176,3608	176,3608	170,3282	170,3282	2354,1046
PLC Quantity	208,274	194,9105	182,5651	177,3131	177,3131	188,8559	176,7513	174,6013	65,1855	65,1855	1983,3982
H73: COMMERCIAL HOURLY - 0 TO 100 KW	5,49	5,49	2,1406	1,115	1,115	1,115	1,115	1,115	1,115	1,115	28,5562
PLC Quantity	1,3556	1,3556	1,3556	1,0862	1,0862	1,0862	1,0862	1,0862	0,8788	0,8788	13,9666
R72: RETAIL DELIVERY SERVICE - WATT-HOUR	151,7537	153,8983	181,7279	203,6353	204,889	220,8629	226,3165	227,6014	233,9193	232,0368	2395,146
PLC Quantity	149,9724	162,2268	203,2623	206,4699	207,6617	223,7936	229,2615	230,491	254,9947	245,6896	2463,3
R73: RETAIL DELIVERY SERVICE - 0 TO 100 KW	966,9177	926,4477	756,1708	754,4995	800,1498	875,7131	894,7656	919,3726	928,7091	945,2945	10416,7019
PLC Quantity	673,4359	636,8713	767,8108	765,2724	811,6664	887,3869	906,9931	932,0313	471,4918	480,7225	8704,8587
Total PLC Quantity	9025,6958	9090,1707	7094,7137	7105,2132	7113,1702	7083,0278	7105,2456	7016,539	7066,8309	7053,7269	90752,4708
Total NSPL Quantity	7327,7515	7409,0253	7143,2931	7149,2878	7164,1091	7137,3634	7157,817	7041,7902	7189,5999	7181,9458	80347,6804

ATTACHMENT B, CITY OF ROCKFORD SUMMARY DATA

SUMMARY BY DELIVERY SERVICE CLASS & PLC/NSPL QUANTITY

C27- COM KWH ONLY

	April 2011	May 2011	June 2011	July 2011	August 2011	September 2011	October 2011	November 2011	December 2011	January 2012	February 2012	March 2012	Total
PLC Quantity	1565.8438	1551.8363	1543.577	1494.9685	1500.2954	1493.3152	1496.1866	1482.0842	1506.1499	1490.5531	1496.2521	1493.604	18114.6661
NSPL Quantity	1511.6149	1506.4267	1501.6128	1505.8259	1508.4084	1502.4521	1500.8268	1490.054	1510.9579	1496.0682	1589.4463	1599.0438	18222.7378
C28- SMALL (0 - 100)													
PLC Quantity	7459.852	7538.3344	7386.4639	5573.1276	5594.4183	5611.898	5616.9836	5600.9436	5599.0957	5525.9859	5570.5788	5560.1279	72637.8047
NSPL Quantity	5816.1366	5901.5986	5809.7554	5628.5032	5634.8847	5646.8337	5663.2823	5647.3094	5646.8591	5545.722	2600.1536	2582.902	62124.9426

Total PLC Quantity  
Total NSPL Quantity

	9025.6958	9090.1707	8930.0409	7068.0961	7094.7137	7105.2132	7113.1702	7083.0278	7105.2456	7016.539	7066.8309	7053.7269	90752.4708
	7327.7515	7409.0253	7311.3682	7134.3291	7143.2831	7149.2878	7164.1091	7137.3634	7157.817	7041.7902	4189.5999	4181.9458	80347.6804

**ATTACHMENT B, CITY OF LOVES PARK SUMMARY DATA**

<b>SUMMARY BY TARIFF RATE TYPE</b>		March 2011	April 2011	May 2011	June 2011	July 2011	August 2011	September 2011	October 2011	November 2011	December 2012	January 2012	February 2012	Total
<b>B70: RESIDENTIAL - SINGLE</b>														
Total Energy Quantity		4,694,897	4,214,446	4,319,509	5,787,952	7,281,998	8,753,697	6,411,724	3,997,508	4,003,283	5,017,823	5,368,026	4,603,428	64,454,291
Customer Count		7,597	7,572	7,584	7,572	7,534	7,480	7,409	7,389	7,274	7,203	7,084	7,058	88,756
<b>B71: RESIDENTIAL - MULTIPLE</b>														
Total Energy Quantity		683,374	619,623	632,092	831,520	1,018,994	1,259,073	944,288	563,850	559,900	697,539	765,175	662,007	9,237,435
Customer Count		1,598	1,597	1,589	1,582	1,574	1,572	1,571	1,538	1,513	1,493	1,483	1,479	18,589
<b>B72: COMMERCIAL - WATT-HOUR</b>														
Total Energy Quantity		74,552	61,366	58,404	60,613	60,107	75,666	66,173	54,446	55,200	73,422	72,099	72,354	784,402
Customer Count		167	169	166	161	156	153	155	155	156	155	156	158	1,907
<b>B73: COMMERCIAL DEMAND - 0 TO 100 KW</b>														
Total Energy Quantity		202,992	194,937	186,405	194,718	213,405	238,659	212,207	158,702	166,104	217,135	237,868	225,960	2,449,092
Customer Count		304	303	304	307	303	290	291	287	282	282	284	280	3,517
<b>B90: RESIDENTIAL - SPACE HEAT SINGLE</b>														
Total Energy Quantity		175,409	129,315	100,833	76,174	73,872	86,248	70,922	58,111	81,434	145,572	174,506	179,476	1,351,872
Customer Count		104	103	102	100	101	99	97	95	95	92	94	93	1,175
<b>B91: RESIDENTIAL - SPACE HEAT MULTIPLE</b>														
Total Energy Quantity		625,723	472,766	381,326	338,551	360,068	423,448	340,026	252,785	331,980	585,200	703,192	692,895	5,507,960
Customer Count		647	651	656	647	651	652	647	644	633	630	627	631	7,716
<b>B92: COMM DEMAND - WATT-HOUR WITH SPACE HEAT</b>														
Total Energy Quantity		2,143	396	190	132	23	34	175	107	22	30	539	1,180	4,971
Customer Count		1	1	1	1	1	1	1	1	1	1	1	1	12
<b>B93: COMM DEMAND - 0 TO 100 KW W/ SPACE HEAT</b>														
Total Energy Quantity		4,402	527	2,152	3,028	5,197	5,982	4,149	302	1,008	3,803	5,397	6,876	42,823
Customer Count		4	3	4	4	4	4	4	4	4	4	4	4	47
<b>H70: RESIDENTIAL - HOURLY SINGLE</b>														
Total Energy Quantity		11,256	7,801	7,207	8,940	9,937	12,488	10,220	7,387	6,873	9,673	10,782	9,087	111,651
Customer Count		12	11	11	11	11	11	11	12	11	11	11	11	134
<b>H73: COMMERCIAL HOURLY - 0 TO 100 KW</b>														
Total Energy Quantity		29,881	27,988	28,616	32,455	33,283	32,982	33,472	28,415	26,990	29,016	27,966	28,396	359,460
Customer Count		2	2	2	2	2	2	2	2	2	2	2	2	24
<b>H90: RESIDENTIAL - HOURLY SPACE HEAT SINGLE</b>														
Total Energy Quantity		2,568	1,688	1,322	758	821	1,063	628	647	1,355	2,760	3,146	3,604	20,360
Customer Count		1	1	1	1	1	1	1	1	1	1	1	1	12
<b>R70: RETAIL DELIVERY SERVICE - RES SINGLE</b>														
Total Energy Quantity		1,424	4,364	26,335	58,452	99,621	200,224	188,637	140,145	197,683	332,263	447,249	415,719	2,112,116
Customer Count		2	7	44	71	95	152	196	236	326	429	532	566	2,656
<b>R71: RETAIL DELIVERY SERVICE - RES MULTIPLE</b>														
Total Energy Quantity				1,541	2,717	7,663	16,215	18,653	14,342	26,556	40,235	47,397	53,248	228,567
Customer Count				4	5	10	16	25	33	59	78	83	95	408
<b>R72: RETAIL DELIVERY SERVICE - WATT-HOUR</b>														
Total Energy Quantity		3,674	3,669	4,257	5,575	9,831	14,544	12,134	8,560	9,510	11,559	12,528	10,673	106,514
Customer Count		7	7	8	9	13	17	17	17	18	18	18	18	167
<b>R73: RETAIL DELIVERY SERVICE - 0 TO 100 KW</b>														
Total Energy Quantity		15,888	15,137	13,461	14,858	14,448	31,407	30,021	28,175	32,591	36,919	42,361	37,542	312,808

**ATTACHMENT B, CITY OF LOVES PARK SUMMARY DATA**

Customer Count	22	22	23	25	29	41	42	46	49	48	48	48	443
R90: RETAIL DELIVERY SERVICE - RES HEAT SINGLE													
Total Energy Quantity													
Customer Count													
R91: RETAIL DELIVERY SERVICE - RES HEAT MULTIPLE													
Total Energy Quantity													
Customer Count													

<b>Grand Total Energy Quantity</b>	<b>6,528,183</b>	<b>5,755,627</b>	<b>5,766,831</b>	<b>7,419,891</b>	<b>9,193,271</b>	<b>11,156,041</b>	<b>8,347,021</b>	<b>5,316,785</b>	<b>5,516,059</b>	<b>7,227,676</b>	<b>7,949,664</b>	<b>7,033,688</b>	<b>87,210,737</b>
<b>Grand Total Customer Count</b>	<b>10,468</b>	<b>10,450</b>	<b>10,502</b>	<b>10,502</b>	<b>10,489</b>	<b>10,495</b>	<b>10,474</b>	<b>10,466</b>	<b>10,444</b>	<b>10,470</b>	<b>10,452</b>	<b>10,471</b>	<b>125,683</b>

**SUMMARY BY DELIVERY SERVICE CLASS**

	March 2011	April 2011	May 2011	June 2011	July 2011	August 2011	September 2011	October 2011	November 2011	December 2012	January 2012	February 2012	Total
<b>C23: RESIDENTIAL SINGLE</b>													
Total Energy Quantity	4,707,577	4,226,611	4,353,051	5,855,344	7,391,556	8,966,409	6,610,581	4,145,040	4,207,839	5,359,759	5,826,057	5,028,234	66,678,058
Customer Count	7,611	7,590	7,639	7,654	7,640	7,643	7,616	7,637	7,611	7,643	7,627	7,635	91,546
<b>C24: RESIDENTIAL MULTI</b>													
Total Energy Quantity	683,374	619,623	633,633	834,237	1,026,657	1,275,288	962,941	578,192	586,456	737,774	812,572	715,255	9,466,002
Customer Count	1,598	1,597	1,593	1,587	1,584	1,588	1,596	1,571	1,572	1,571	1,566	1,574	18,997
<b>C25: RESIDENTIAL SINGLE (SPACE HEAT)</b>													
Total Energy Quantity	177,977	131,003	102,155	76,932	74,693	87,311	71,550	59,349	85,358	152,549	183,319	188,513	1,390,709
Customer Count	105	104	103	101	102	100	98	97	99	96	99	98	1,202
<b>C26: RESIDENTIAL MULTI (SPACE HEAT)</b>													
Total Energy Quantity	625,723	474,370	384,507	341,999	364,071	427,759	343,618	255,497	344,981	605,710	728,958	718,705	5,615,898
Customer Count	647	652	659	651	655	656	652	649	650	650	647	653	7,821
<b>C27: COM KWH ONLY</b>													
Total Energy Quantity	80,369	65,431	62,851	66,320	69,961	90,244	78,482	63,113	64,732	85,011	85,166	84,207	895,887
Customer Count	175	177	175	171	170	171	173	173	175	174	175	177	2,086
<b>C28: SMALL (0 - 100)</b>													
Total Energy Quantity	253,163	238,589	230,634	245,059	266,333	309,030	279,849	215,594	226,693	286,873	313,592	298,774	3,164,183
Customer Count	332	330	333	338	338	337	339	339	337	336	338	334	4,031

<b>Grand Total Energy Quantity</b>	<b>6,528,183</b>	<b>5,755,627</b>	<b>5,766,831</b>	<b>7,419,891</b>	<b>9,193,271</b>	<b>11,156,041</b>	<b>8,347,021</b>	<b>5,316,785</b>	<b>5,516,059</b>	<b>7,227,676</b>	<b>7,949,664</b>	<b>7,033,688</b>	<b>87,210,737</b>
<b>Grand Total Customer Count</b>	<b>10,468</b>	<b>10,450</b>	<b>10,502</b>	<b>10,502</b>	<b>10,489</b>	<b>10,495</b>	<b>10,474</b>	<b>10,466</b>	<b>10,444</b>	<b>10,470</b>	<b>10,452</b>	<b>10,471</b>	<b>125,683</b>

**SUMMARY BY TARIFF RATE TYPE & PLC/NSPL QUANTITY**

	March 2011	April 2011	May 2011	June 2011	July 2011	August 2011	September 2011	October 2011	November 2011	December 2012	January 2012	February 2012	Total
<b>B72: COMMERCIAL - WATT-HOUR</b>													
PLC Quantity	205,0269	207,9738	198,9838	196,0103	192,5708	192,782	194,098	195,0228	192,6174	195,1068	193,4168	202,8836	2366,493
NSPL Quantity	219,2871	223,6628	211,9618	206,5872	191,7198	192,9191	194,6771	195,9065	191,098	193,2301	189,4841	218,6158	2429,1494
<b>B73: COMMERCIAL DEMAND - 0 TO 100 KW</b>													
PLC Quantity	1865,2196	1877,6955	1908,4537	1921,0709	1420,8357	1313,2779	1317,4312	1297,479	1275,2512	1298,4566	1294,8324	1296,3867	18086,3904
NSPL Quantity	1465,7408	1482,42	1514,3372	1527,4982	1420,6886	1314,2172	1329,6243	1297,7706	1276,729	1296,5646	1282,5991	645,0298	15852,9194
<b>B92: COMM DEMAND - WATT-HOUR WITH SPACE HEAT</b>													
PLC Quantity	0.47	0.47	0.47	0.47	0.3586	0.3586	0.3586	0.3586	0.3586	0.3586	0.3586	0.3586	4.7488
NSPL Quantity	0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388	4.4582



**ATTACHMENT B, VILLAGE OF PECATONICA SUMMARY DATA**

**SUMMARY BY TARIFF RATE TYPE**

	May 2011	June 2011	July 2011	August 2011	September 2011	October 2011	November 2011	December 2011	January 2011	February 2012	March 2012	April 2012	Total
<b>B70: RESIDENTIAL - SINGLE</b>													
Total Energy Quantity	468,300	469,938	652,793	1,015,376	679,378	511,367	454,915	506,813	607,625	508,007	494,662	347,185	6,716,359
Customer Count	812	803	804	799	797	800	794	791	752	737	749	745	9,383
<b>B71: RESIDENTIAL - MULTIPLE</b>													
Total Energy Quantity	4,889	4,522	5,782	8,768	6,003	4,871	4,624	5,481	6,960	6,102	5,981	4,189	68,172
Customer Count	17	17	17	16	16	16	17	17	17	17	17	17	201
<b>B72: COMMERCIAL - WATT-HOUR</b>													
Total Energy Quantity	8,959	7,399	8,283	12,769	9,928	6,875	6,888	8,701	10,618	10,921	10,801	6,254	108,396
Customer Count	26	24	24	24	24	24	25	25	24	24	24	23	291
<b>B73: COMMERCIAL DEMAND - 0 TO 100 KW</b>													
Total Energy Quantity	11,190	10,040	10,618	14,554	11,311	9,683	9,519	9,760	11,550	11,079	10,693	7,618	127,615
Customer Count	21	21	21	21	20	20	20	18	18	18	19	19	236
<b>B90: RESIDENTIAL - SPACE HEAT SINGLE</b>													
Total Energy Quantity	55,904	32,646	31,359	43,767	33,057	30,611	38,589	60,244	87,551	83,090	84,921	35,167	616,906
Customer Count	40	40	41	40	41	39	39	39	40	40	42	40	480
<b>B91: RESIDENTIAL - SPACE HEAT MULTIPLE</b>													
Total Energy Quantity	42,150	27,552	24,467	34,640	24,704	23,487	27,985	42,452	61,907	56,574	68,539	27,380	461,837
Customer Count	55	54	53	53	52	52	53	49	50	48	50	49	618
<b>H70: RESIDENTIAL - HOURLY SINGLE</b>													
Total Energy Quantity	3,245	2,982	4,166	6,796	2,798	2,153	1,750	1,943	2,582	1,990	1,968	1,514	33,887
Customer Count	4	4	4	4	3	3	3	3	3	3	3	3	40
<b>R70: RETAIL DELIVERY SERVICE - RES SINGLE</b>													
Total Energy Quantity	3,304	4,836	5,602	10,503	13,172	12,140	10,866	13,990	55,921	50,431	47,931	37,018	265,714
Customer Count	3	6	6	8	12	16	16	17	57	67	68	70	346
<b>R72: RETAIL DELIVERY SERVICE - WATT-HOUR</b>													
Total Energy Quantity	1,067	2,139	2,284	3,177	2,806	2,439	2,182	2,395	2,622	2,355	1,381	1,053	25,900
Customer Count	1	3	3	3	3	3	3	3	3	3	3	2	33
<b>R73: RETAIL DELIVERY SERVICE - 0 TO 100 KW</b>													
Total Energy Quantity	934	864	862	1,071	1,475	1,115	961	1,823	3,160	3,000	2,827	1,869	19,961
Customer Count	1	1	1	1	2	2	2	3	3	3	3	3	25
<b>R90: RETAIL DELIVERY SERVICE - RES HEAT SINGLE</b>													
Total Energy Quantity								814	1,301	1,174	1,479	498	5,266
Customer Count								1	1	1	1	1	5
<b>R91: RETAIL DELIVERY SERVICE - RES HEAT MULTIPLE</b>													
Total Energy Quantity				283	211	444	834	1,111	1,451	1,417			5,751
Customer Count				1	1	1	1	1	1	1			7
<b>Grand Total Energy Quantity</b>	<b>599,942</b>	<b>562,918</b>	<b>746,216</b>	<b>1,151,704</b>	<b>784,843</b>	<b>605,185</b>	<b>559,113</b>	<b>655,527</b>	<b>853,248</b>	<b>736,140</b>	<b>731,183</b>	<b>469,745</b>	<b>8,455,764</b>
<b>Grand Total Customer Count</b>	<b>980</b>	<b>973</b>	<b>974</b>	<b>970</b>	<b>971</b>	<b>976</b>	<b>973</b>	<b>967</b>	<b>969</b>	<b>961</b>	<b>979</b>	<b>972</b>	<b>11,665</b>

**SUMMARY BY DELIVERY SERVICE CLASS**

	May 2011	June 2011	July 2011	August 2011	September 2011	October 2011	November 2011	December 2011	January 2011	February 2012	March 2012	April 2012	Total
<b>C23: RESIDENTIAL SINGLE</b>													
Total Energy Quantity	474,849	477,756	662,561	1,032,675	695,348	525,660	467,531	522,746	666,128	560,428	544,561	385,717	7,015,960
Customer Count	819	813	814	811	812	819	813	811	812	807	820	818	9,769
<b>C24: RESIDENTIAL MULTI</b>													
Total Energy Quantity	4,889	4,522	5,782	8,768	6,003	4,871	4,624	5,481	6,960	6,102	5,981	4,189	68,172
Customer Count	17	17	17	16	16	16	17	17	17	17	17	17	201
<b>C25: RESIDENTIAL SINGLE (SPACE HEAT)</b>													

**ATTACHMENT B, VILLAGE OF PECATONICA SUMMARY DATA**

Total Energy Quantity	55,904	32,646	31,359	43,767	33,057	30,611	38,589	61,058	88,852	84,264	86,400	35,665	622,172
Customer Count	40	40	41	40	41	39	39	40	41	40	43	41	485
C26: RESIDENTIAL MULTI (SPACE HEAT)													
Total Energy Quantity	42,150	27,552	24,467	34,923	24,915	23,931	28,819	43,563	63,358	57,991	68,539	27,380	467,588
Customer Count	55	54	53	54	53	53	54	50	51	49	50	49	625
C27: COM KWH ONLY													
Total Energy Quantity	10,026	9,538	10,567	15,946	12,734	9,314	9,070	11,096	13,240	13,276	12,182	7,307	134,296
Customer Count	27	27	27	27	27	27	28	28	27	27	27	25	324
C28: SMALL (0 - 100)													
Total Energy Quantity	12,124	10,904	11,480	15,625	12,786	10,798	10,480	11,583	14,710	14,079	13,520	9,487	147,576
Customer Count	22	22	22	22	22	22	22	21	21	21	22	22	261
<b>Grand Total Energy Quantity</b>	<b>599,942</b>	<b>562,918</b>	<b>746,216</b>	<b>1,151,704</b>	<b>784,843</b>	<b>605,185</b>	<b>559,113</b>	<b>655,527</b>	<b>853,248</b>	<b>736,140</b>	<b>731,183</b>	<b>469,745</b>	<b>8,455,764</b>
<b>Grand Total Customer Count</b>	<b>980</b>	<b>973</b>	<b>974</b>	<b>970</b>	<b>971</b>	<b>976</b>	<b>973</b>	<b>967</b>	<b>969</b>	<b>961</b>	<b>979</b>	<b>972</b>	<b>11,665</b>

**SUMMARY BY TARIFF RATE TYPE & PLC/NSPL QUANTITY**

	May 2011	June 2011	July 2011	August 2011	September 2011	October 2011	November 2011	December 2011	January 2011	February 2012	March 2012	April 2012	Total
B72: COMMERCIAL - WATT-HOUR													
PLC Quantity	40,4246	34,1546	36,3239	36,3239	36,3239	36,3239	39,6526	36,4228	36,3239	36,3239	36,3239	36,225	441,1469
NSPL Quantity	41,9019	36,2886	36,2886	36,2886	36,2886	36,2886	39,589	36,3854	36,2886	35,1994	35,1994	35,0996	441,1063
B73: COMMERCIAL DEMAND - 0 TO 100 KW													
PLC Quantity	142,8653	142,8653	116,5247	108,1815	105,7584	105,7584	105,7584	94,0617	94,0617	94,0617	98,3655	98,3655	1306,6281
NSPL Quantity	118,0832	118,0832	118,0832	109,7063	107,234	107,234	107,234	95,3438	95,3438	29,3138	29,3802	29,3802	1064,4197
R72: RETAIL DELIVERY SERVICE - WATT-HOUR													
PLC Quantity	3.2	9.47	8.2181	8.2181	8.2181	8.2181	8.2181	8.2181	8.2181	8.2181	8.2181	2.9504	89,5833
NSPL Quantity	2,7894	8,4027	8,4027	8,4027	8,4027	8,4027	8,4027	8,4027	8,4027	9,1981	9,1981	3,3823	91,7895
R73: RETAIL DELIVERY SERVICE - 0 TO 100 KW													
PLC Quantity	5.6	5.6	5,1282	5,1282	7,5513	7,5513	7,5513	14,9442	14,9442	14,9442	14,9442	14,9442	118,8313
NSPL Quantity	5,2535	5,2535	5,2535	5,2535	7,7258	7,7258	7,7258	15,2426	15,2426	7,1596	7,1596	7,1596	96,1554
<b>Total PLC Quantity</b>	<b>192,0899</b>	<b>192,0899</b>	<b>166,1949</b>	<b>157,8517</b>	<b>157,8517</b>	<b>157,8517</b>	<b>161,1804</b>	<b>153,6468</b>	<b>153,5479</b>	<b>153,5479</b>	<b>157,8517</b>	<b>152,4851</b>	<b>1956,1896</b>
<b>Total NSPL Quantity</b>	<b>168,028</b>	<b>168,028</b>	<b>168,028</b>	<b>159,6511</b>	<b>159,6511</b>	<b>159,6511</b>	<b>162,9515</b>	<b>155,3745</b>	<b>155,2777</b>	<b>80,8709</b>	<b>80,9373</b>	<b>75,0217</b>	<b>1693,4709</b>

**SUMMARY BY DELIVERY SERVICE CLASS & PLC/NSPL QUANTITY**

	May 2011	June 2011	July 2011	August 2011	September 2011	October 2011	November 2011	December 2011	January 2011	February 2012	March 2012	April 2012	Total
C27: COM KWH ONLY													
PLC Quantity	43,6246	43,6246	44,542	44,542	44,542	44,542	47,8707	44,6409	44,542	44,542	44,542	39,1754	530,7302
NSPL Quantity	44,6913	44,6913	44,6913	44,6913	44,6913	44,6913	47,9917	44,7881	44,6913	44,3975	44,3975	38,4819	532,8958
C28: SMALL (0 - 100)													
PLC Quantity	148,4653	148,4653	121,6529	113,3097	113,3097	113,3097	113,3097	109,0059	109,0059	109,0059	113,3097	113,3097	1425,4594
NSPL Quantity	123,3367	123,3367	123,3367	114,9598	114,9598	114,9598	114,9598	110,5864	110,5864	36,4734	36,5398	36,5398	1160,5751
<b>Total PLC Quantity</b>	<b>192,0899</b>	<b>192,0899</b>	<b>166,1949</b>	<b>157,8517</b>	<b>157,8517</b>	<b>157,8517</b>	<b>161,1804</b>	<b>153,6468</b>	<b>153,5479</b>	<b>153,5479</b>	<b>157,8517</b>	<b>152,4851</b>	<b>1956,1896</b>
<b>Total NSPL Quantity</b>	<b>168,028</b>	<b>168,028</b>	<b>168,028</b>	<b>159,6511</b>	<b>159,6511</b>	<b>159,6511</b>	<b>162,9515</b>	<b>155,3745</b>	<b>155,2777</b>	<b>80,8709</b>	<b>80,9373</b>	<b>75,0217</b>	<b>1693,4709</b>

## ATTACHMENT C: FORM POWER SUPPLY AGREEMENT

### Power Supply Agreement

#### By and Between

The [Village/City of] and Vendor

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

#### WITNESSETH

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

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

**WHEREAS**, the [City/Village] is participating in an intergovernmental agreement with the Cities of Rockford and Loves Park and Village of Pecatonica, which was established pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Action, 5 ILCS 220/1 *et seq.*, and Section 1-92 of the Act, 20 ILCS 3855/1-92 to facilitate joint action and intergovernmental cooperation concerning the Aggregation; and

**WHEREAS**, the voters of the [City/Village] have approved a referendum to establish an Opt-Out Electric Aggregation Program pursuant to the Act; and

**WHEREAS**, although each Municipality will operate a separate Electricity Aggregation Program for its residents, the member Municipalities collectively determined that combining the bidding and contracting process to obtain the supply of electric power for each Municipalities Aggregation could provide potential savings through a joint project bid (**"Joint Power Supply Bid"**); and

**WHEREAS**, the Joint Power Supply Bid was issued on \_\_\_\_\_; and

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

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

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

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

#### **ARTICLE 2: DEFINITIONS**

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

- A. **"Affiliate"** shall mean any person, firm, corporation (including, without limitation, service corporation and professional corporation), partnership (including, without limitation, general partnership, limited partnership and limited liability partnership), limited liability company, joint venture, business trust, association or other entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with Vendor.
- B. **"Act"** shall refer to the Illinois Power Agency Act, 20 ILCS 3855/1-1 *et seq.*
- C. **"Aggregation"** or **"Municipal Aggregation"** shall mean the pooling of residential and small commercial retail electrical loads located within the [City/Village] for the purpose of soliciting bids and entering into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment, all in accordance with Section 1-92 of the Act.
- D. **"Aggregation Member"** or **"Member"** shall mean a residential or small commercial retail electric account enrolled in the Aggregation Program.
- E. **"Aggregation Program"** or **"Program"** shall mean the program adopted by the [City/Village] pursuant to Section 1-92 of the Act to provide residential and small commercial customers with retail electric supply.
- F. **"Alternative Retail Electric Supplier"** or **"ARES"** shall mean an entity certified by the ICC to offer electric power or energy for sale, lease or in exchange for other value received to one or more retail customers, or that engages in the delivery or furnishing of electric power or energy to such retail customers, and shall include, without limitation, resellers, aggregators and power marketers but shall not include the Electric Utility or the Aggregation Members. For purposes of this Agreement, the definition of Alternative Retail Electric Supplier is more completely set forth in 220 ILCS 5/16-102.
- G. **"Ancillary Services"** shall mean the necessary services that shall be provided in the generation and delivery of electricity. As defined by the Federal Energy Regulatory Commission, "Ancillary Services" include, without limitation: coordination and scheduling services (load following, energy imbalance service, control of transmission congestion); automatic generation control (load frequency control and the economic dispatch of plants); contractual agreements (loss compensation service); and support of system integrity and security (reactive power, or spinning and operating reserves).
- H. **"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 [City/Village].
- I. **"Municipalities"** shall mean the intergovernmental group of the Cities of Rockford, Loves Park and the Village of Pecatonica.
- J. **"Municipal Designee"** shall mean the representative of the Municipalities who will coordinate the process for execution by each member municipality of a contract price lock for electricity supply for each Municipal Aggregation Program.
- K. **"Electric Utility"** shall mean Commonwealth Edison, as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within the Consortium.

- L. **"Eligible Retail Customer"** shall mean a residential and small commercial retail customer of the Utility.
- M. **"Extended Term"** is defined in Section 3.A of this Agreement.
- N. **"Force Majeure Event"** is defined in Section 6.C of this Agreement.
- O. **"ICC"** shall mean the Illinois Commerce Commission as described in 220 ILCS 5/2-101.
- P. **"IPA"** shall mean the Illinois Power Agency.
- Q. **"Load"** shall mean the total demand for electric energy required to serve the residential and small commercial customers in the Aggregation Program.
- R. **"Opt-Out"** shall mean the process by which a Member who would be included in the Aggregation Program chooses not to participate in the Aggregation Program.
- S. **"PIPP"** shall mean a Percentage of Income Payment Plan created by the Emergency Assistance Act, 305 ILCS 20-18, to provide a bill payment assistance program for low-income residential customers.
- T. **"PJM"** shall mean the PJM Interconnection, a regional transmission organization that coordinates the movement of wholesale electricity in all or parts of 13 states and the District of Columbia, including the Commonwealth Edison service territory.
- U. **"Plan of Operation and Governance"** shall mean the Aggregation Plan of Operation and Governance adopted by the [City/Village] pursuant to the requirements set forth in Section 1-92 of the Act.
- V. **"REC"** shall mean Renewable Energy Credits certified in a manner consistent with the requirements of the Illinois Renewable Portfolio Standard.
- W. **"Regulatory Event"** is defined in Section 6.B of this Agreement.
- X. **"Services"** is defined in Article 5 of this Agreement.
- Y. **"Small Commercial Retail Customer"** shall mean a retail customer with an annual peak demand of 100 kW or less; provided, however, that the definition of Small Commercial Retail Customer shall include such other definition or description as may become required by law or tariff.
- Z. **"Term"** is defined in Section 3.A of this Agreement.
- AA. **"Terms and Conditions"** is defined in Section 5.B of this Agreement.

### ARTICLE 3: TERM

A. **Term of Agreement.** This Agreement is for a term of \_\_\_ months, expiring on \_\_\_\_\_, 20\_\_\_ (the **"Term"**). The [City/Village] and the Vendor may extend the Term for additional periods of time up to \_\_\_ months for each extension, by written agreement approved and executed by each of them (each an **"Extended Term"**). Nothing in this Article related to the Term or the possibility of agreement to an Extended Term may be construed or applied in any manner to create any expectation that any right or authority related to this Agreement granted by the City/Village to the Vendor shall continue beyond the Term or an approved Extended Term.

### ARTICLE 4: PROGRAM RESPONSIBILITIES

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

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

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

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

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

**B. Vendor Obligations.**

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

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

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

**ARTICLE 5: VENDOR SERVICES**

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

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

**A. Electricity Supply.**

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

- a. **Transmission.** Vendor will acquire and pay all necessary transmission services to deliver electricity supply to Members, including all electricity commodity costs, PJM charges, congestion charges, distribution and transmission losses, and capacity charges. Vendor shall be responsible for monitoring and negotiating interstate transmission discounts.
- b. **Billing.** Vendor shall be registered with ComEd to serve residential and non-residential customers under *Rate RESS – Retail Electric Supplier Service with Rider PORCB – Purchase of Receivables with Consolidated Billing*. Accounts shall be billed through ComEd.
- c. **Data.** Vendor shall maintain a comprehensive and confidential database recording historical account information for Member accounts, and 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.

- d. **Title.** Title to and risk of loss for the electricity sold hereunder shall pass to the purchasing Member upon delivery at such Point(s) of Delivery;
2. **Supply Mix.** Vendor shall be capable of providing the following energy supply mix to Members:  
*[specify Standard Supply Mix and/or Enhanced Renewable Energy Mix, as applicable]*
3. **Delivery Specifications**
  - a. **Quality and Measurement.** Vendor warrants that all electricity sold and delivered shall be of the specifications required by PJM and ComEd and suitable for delivery to and use by the Members.
  - b. **Title.** Vendor warrants that it possesses or will possess good marketable title to all electricity sold to the Members, and that such electricity is free from all liens and adverse claims.
  - c. **Delivery.** Vendor shall deliver all electricity supplied under this Agreement at appropriate node locations to secure delivery to the Aggregation Members.

**B. Program Implementation.**

1. **Member Service.** Vendor shall maintain certain minimum levels of customer service including:
  - a. **Program Management and Documentation.** Vendor shall follow its standard operating procedures governing Member education, Opt Out notification, customer inquiries, and public outreach regarding the Aggregation Program, as set forth in Exhibit E.
  - b. **Confidentiality.** Vendor shall maintain the confidentiality of customer information pursuant to Article 10 of this Agreement and as required by law.
  - c. **Customer Service.** Vendor shall assist Aggregation Members with their inquiries. Concerns regarding service reliability should be directed to ComEd, billing questions should be directed to ComEd or the selected, and any unresolved disputes should be directed to the ICC. Inquiries from Aggregation Members should be managed within the following performance parameters:
    - i. **Telephone Inquiries.** Vendor shall maintain a toll-free telephone access line which shall be available to Aggregation Members 24 hours a day, seven days a week. Trained company representatives shall be available to respond to customer telephone inquiries during normal business hours. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours shall be responded to by a trained company representative on the next business day. Under normal operating conditions, telephone answer times by a customer representative, including wait time, shall not exceed 30 seconds when the connection is made. If the call needs to be transferred, transfer time shall not

exceed 30 seconds. These standards shall be met no less than 90 percent of the time under normal operating conditions, measured on a quarterly basis.

- ii. **Internet and Electronic Mail.** Vendor shall establish and maintain a website for the Aggregation Members. The website shall provide basic information concerning the Aggregation program and facilitate customer inquiries by providing a platform for the submission of questions by email or text. Responses to inquiries submitted through the website platform shall be generated within 24 hours.
- iii. **Multi-Lingual Services.** Vendor shall provide customer service for Members requiring non-English verbal and written assistance.
- iv. **Hearing Impaired.** Vendor shall provide customer service for hearing impaired Members.

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

- a. **Opt-Out Notifications.** Vendor shall manage the Opt-Out Notification process under the supervision of the [City/Village], in accordance with the Plan of Operation and Governance. A single database shall track account enrollment and billing data.
- b. **New Accounts.** Vendor shall facilitate the addition of new customer accounts to the Aggregation Program during the term of this Agreement. All new accounts shall be serviced at the same rate as is available to all Aggregation Members.
- c. **Re-Joining the Aggregation Group.** Vendor shall assist Aggregation Members that have Opted-Out to rejoin at a later date. All accounts of Members who rejoin the Program shall be serviced at the same rate as is available to all Aggregation Members.
- d. **Moving Within the [City/Village] and Maintaining the Same Account Number.** Vendor shall continue service at the same rate and under the same terms and conditions for any Member who relocates within the [City/Village] prior to the expiration of the term of this Agreement, providing that the Member notifies the Vendor of its desire to do so with 30 days notice.
- e. **LIHEAP/PIPP.** Vendor shall facilitate billing for residents participating in LIHEAP or enrolled in the PIPP bill payment assistance program. The selected Vendor shall also notify said customers of the consequences of participating in the Aggregation Program.
- f. **Credit/Deposit Requirements.** Collection and credit procedures are to be the responsibility of ComEd, the Vendor, and the individual Member. Members will be required to comply with the payment terms of ComEd and/or the Vendor. The [City/Village] is not responsible for late payment or non-payment of any Member account. Neither the [City/Village] nor the Vendor shall have a separate credit or deposit policy concerning Member accounts.
- g. **Reliability of Power Supply.** The parties acknowledge that the Program only affects pricing for the generation source of power. ComEd will continue to deliver power through their transmission and distribution systems. Responsibility for maintaining system reliability continues to rest with ComEd. If Members have service reliability problems, they should

contact ComEd for repairs. The ICC has established “Minimum Reliability Standards” for all utilities operating distribution systems in Illinois. Member outages, duration of outages, interruptions, etc., are monitored to ensure reliability remains at satisfactory levels. In addition to maintaining the “wires” system, ComEd is required to be the “Provider of Last Resort,” meaning that should the Vendor fail for any reason to deliver any or all of the electricity needed to serve the Members’ needs, ComEd will immediately provide any supplemental electricity to the Members as may be required. ComEd would then bill the Vendor for the power provided on their behalf, and the Members would incur no additional cost therefor.

- h. **Fees Imposition.** Neither the [City/Village] nor Vendor shall impose any conditions, terms, fees, or charges on any Member served by the Program unless the particular term, condition, fee, or charge is clearly disclosed to the Member at the time the Members chose not to opt-out of the Program.
- i. **Enrollment and Disenrollment Charges.** Vendor shall not assess any fees on Aggregation Members except in accordance with the Plan of Operation of Governance, and as follows:
  - 1. **Early Termination Fee.** Members may terminate service from the Vendor without penalty if they relocate outside of the [City/Village]. 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.
  - 2. **Switching Fee.** Members changing residency within the [City/Village] shall not be assessed early termination or enrollment fees. Members changing residency within the municipality shall not be assessed early termination or enrollment fees. The Vendor shall continue service at the same rate and under the same terms and conditions for any Member who relocates within the [City/Village] prior to the expiration of the term of this Agreement, 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.
- k. **Form Documents.** Examples of enrollment forms and documentation to be prepared and provided by Vendor are provided in Exhibit D to this Agreement.
- 3. **Terms of Service.** The terms of service between each Member and Vendor shall be set forth in the agreement between them, substantially in the form attached hereto as Exhibit C (“**Terms and Conditions**”).

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

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

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

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

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

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

#### ARTICLE 6: DEFAULT AND TERMINATION

A. **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 and each Aggregation Member set forth in the Terms and Conditions shall survive termination. Notwithstanding the foregoing, at the [City/Village]'s discretion, in the event that Vendor materially breaches this Agreement, the [City/Village] may (i) provide written notice to the Aggregation Members that a default has occurred and the alternatives each participant has for electric supply (including terminating service with Vendor), and (ii) take such actions as necessary to return the Aggregation Members to ComEd. In the event that Vendor materially breaches this Agreement and the [City/Village] deems it appropriate to terminate the Program and return the participants to ComEd, or to any other energy supplier, then (i) Vendor shall not charge the Aggregation Members for administrative fees associated with early termination, and (ii) Vendor shall not be liable to Aggregation Members for any damages or penalties resulting from the [City/Village]'s termination of the Terms and Conditions with each Aggregation Member, 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.

B. This Agreement may be terminated early in the following circumstances:

1. **Non-Compliance.** If either Party fails to comply with any material term or condition of this Agreement, provided the failure continues without a cure 30 days after written Notice of such failure is provided by one Party to the other.

Material terms and conditions include but are not limited to:

- a. A breach of the confidentiality provisions in Article 10 of this Agreement;
- b. Vendor's disqualification as an ARES due to a lapse or revocation of any required license or certification required to perform the obligations set forth herein; or
- c. Any act or omission that constitutes a deception by affirmative statement or practice, or by omission, fraud misrepresentation or a bad faith practice, such as attempting to collect a

charge other than the approved per kWh rates or other charges set forth in this Agreement or the Terms and Conditions with each Aggregation Member.

2. **Regulatory Event.** Upon the occurrence of a Regulatory Event, as provided in this Section, in which case the Parties shall certify to each other in writing that this Agreement is terminated. The following shall constitute a "Regulatory Event":
  - a. **Illegality.** It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of, change in, or change in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction.
  - b. **Adverse Government Action.** A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure Event.
  - c. **Occurrence of Regulatory Event.** Upon the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree in writing, the Parties shall enter into good faith negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to this Agreement, within the prescribed time after entering into negotiations, the adversely affected Party shall have the right, upon ten (10) days prior written notice, to terminate this Agreement.

3. **Failure to Schedule and Deliver.** The failure of Vendor to schedule electricity supply to ComEd for the Aggregation Members, except as permitted under force majeure events.

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

## ARTICLE 7: INDEMNIFICATION AND INSURANCE

A. **Indemnification.** The Vendor shall indemnify and hold harmless the [City/Village], its officers, employees, agents, and attorneys, from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising in the course of the Vendor's provision of the Services. This duty shall survive for all claims made or actions filed within one year following either the expiration or

earlier termination of this Agreement. The [City/Village] shall give the Vendor timely written notice of its obligation to indemnify and defend the [City/Village] after the [City/Village]'s receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Vendor and/or the [City/Village]. Nothing herein shall be construed to limit the Vendor's duty to indemnify the [City/Village] by reference to the limits of insurance coverage described in this Agreement.

**B. Insurance.** Contemporaneous with the Vendor's execution of this Agreement, the Vendor shall provide certificates and policies of insurance, all with coverages and limits acceptable to the [City/Village], and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit G to this Agreement. For good cause shown, the [City/Village] Manager/Administrator, or his or her designee may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the [City/Village] Manager/Administrator, or his or her designee may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the [City/Village] and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the [City/Village]. The Vendor shall, at all times during the term of this Agreement, maintain and keep in force, at the Vendor's expense, the insurance coverages provided above.

#### ARTICLE 8: MISCELLANEOUS

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

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

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

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

To [City/Village]

To Vendor

With a copy to:

With a copy to:

- E. Waivers.** The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, that the Village may have under Federal or state law unless such waiver is expressly stated herein.
- F. Applicable Law and Choice of Venue.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois, without regard to principles of conflict of laws. Except as to any matter within the jurisdiction of the ICC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Winnebago County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois, Western Division.
- G. Exhibits.** Exhibits A through G attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.
- H. Controlling Provisions.** In the event of any inconsistency between the text of this Agreement and the terms of the Exhibits hereto, the text of this Agreement shall control.
- I. Severability.** Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.
- J. No Third-Party Beneficiaries.** Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.
- K. Validity of Agreement.** The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.
- L. Authority to Sign Agreement.** Vendor warrants to the [City/Village] that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of the Vendor warrants to the [City/Village] that he is authorized to execute this Agreement in the name of the Vendor.
- M. Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the [City/Village] and the Vendor and their respective successors, grantees, lessees, and assigns throughout the Term of this Agreement.
- N. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument.

**O. Subcontractors.** Vendor agrees to employ only those subcontractors that are necessary and are approved in advance by the [City/Village]. Subcontractors shall be held to the same strict confidentiality standards applicable to the Vendor, and shall be required to otherwise comply with the requirements of this Agreement. The use of subcontractors whether approved or unapproved shall not relieve the Vendor from the duties, terms and conditions in this Agreement.

#### **ARTICLE 9: REPRESENTATIONS AND WARRANTIES**

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

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

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

1. Vendor shall hold any and all subcontractors to the Confidentiality provision set forth below;
2. Vendor shall obtain and maintain, for the duration of this Agreement, such proof of insurance and performance security as the [City/Village] deem necessary;
3. Vendor warrants to all Members and to the [City/Village] that Vendor has good marketable title to all electricity sold hereunder, and that said electricity is free from all liens and diverse claims;

4. Vendor shall deliver or cause to be delivered all electricity supplied by Vendor to each Member to the appropriate node locations to effect delivery to the Point(s) of Delivery identified in Exhibit F, and future sites yet to be identified; and
5. Vendor shall maintain all of the qualifications, certifications, approvals, and other authorizations required by law to provide the Services pursuant to this Agreement.

**ARTICLE 10: CONFIDENTIALITY**

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

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

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

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

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

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

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

**IN WITNESS WHEREOF**, the Parties have duly executed this agreement to be effective on the date first written above. The Parties agree that signatures transmitted by facsimile are acceptable and binding for execution of this Aggregation Program Agreement.

<b>Vendor</b>		<b>[Village/City of]:</b>
<b>Signed:</b> _____		<b>Signed:</b> _____
<b>Name:</b> _____		<b>Name:</b> _____
<b>Title:</b> _____		<b>Title:</b> _____
<b>Date:</b> _____		<b>Date:</b> _____

**EXHIBIT A: MUNICIPAL AGGREGATION SUPPLY PRICING CONFIRMATION**

**CONFIRMATION**

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

**Vendor and [Village/City of] agree that the Aggregation 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 Members by a corresponding increase in the Fixed Rate.

**[Village/City of] :**

By: \_\_\_\_\_

Name:

Title:

Date:

**Vendor:**

By: \_\_\_\_\_

Name:

Title:

Date:

## EXHIBIT C: [VILLAGE/CITY] MEMBER TERMS AND CONDITIONS

The [Village/City], pursuant to the municipal aggregation authority conferred upon it by [referendum No. 1], which passed by a majority of the vote on March 20, 2012, selected Vendor to supply the aggregation and to administer enrollments as described below. You, the account holder (also referred to as "Buyer") for the 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 [\_\_\_\_\_, 2012] (the "Effective Date"):

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

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

**Term:** This Agreement shall become binding on the Effective Date, however, the Agreement is contingent upon: (a) successful enrollment by the Utility and (b) the passage of the Rescission Period without effective cancellation by Buyer. Successful enrollment by the Utility is dependent upon (i) the eligibility of Buyer's Utility accounts, as determined by the Utility, to take from a retail electric supplier and to participate in the Utility's purchase of receivables program, and (ii) the accuracy and completeness of the information submitted for enrollment. Service will commence on the later of (a) the meter read in [enter month] or (b) the first meter read date following successful enrollment by the Utility. 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** Upon completion of the Initial Term, this agreement and your electric service from Seller will continue month-to-month under the same price, terms and conditions set forth in this Agreement until (1) the Governmental Aggregator and Seller enter into an agreement for a new Electricity Opt-Out Aggregation Program (Renewal), (2) the program ends in accordance with the terms of the Master Service Agreement between Seller and the Governmental Aggregator, or (3) this Agreement is terminated by either you or Seller in accordance with the terms of this Agreement. If a Renewal occurs, you will be notified of the Renewal, receive a written notice of any proposed changes to the price, terms and conditions of this Agreement, and have the ability to opt out of the Program without penalty under the opt out process described in the Governmental Aggregator's aggregation plan. If you decide to opt-out of Seller's service, your electricity service will default to the Electric Utility or to another alternative retail electric supplier as determined by the Governmental Aggregator on your next available meter read date.

**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/City of] may terminate this Agreement on behalf of Buyer in the event that Seller has materially breached the Aggregation Program Agreement between Seller and the [Village/City of] of \_\_\_\_\_, provided however Seller shall not be liable to Buyer for any damages or penalties resulting from [Village/City of]'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 \$25 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

<p>(c) \$0.005 per kWh. If Buyer moves within the [City/Village] of _____, contacts Seller and requests to be re-enrolled with Seller under the terms of this Agreement, Seller shall re-enroll Buyer subject to the eligibility requirements set forth in Section 1 above. Upon successful re-enrollment, the reasonable administrative fee for early termination shall be waived.</p>
<p><b>8. Limitations: ALL ELECTRICITY SOLD HEREUNDER IS PROVIDED "AS IS", AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN AGREEMENT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.</b></p>
<p><b>9. Force Majeure:</b> 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.</p>
<p><b>10. Questions, Complaints and Concerns:</b> Buyer may contact Seller by calling 1-888-XXX-XXXX, or going to the Seller's website at <a href="http://www.xxxxxxxxxxxx.com">www.xxxxxxxxxxxx.com</a>, 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 <a href="http://www.icc.illinois.gov">www.icc.illinois.gov</a>. Buyer may also contact the Illinois Attorney General's Office at 1-800-386-5438.</p>
<p><b>11. Miscellaneous:</b> This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard for the conflicts of law provisions thereof. Title, possession, control of the electricity, and risk of loss will pass from Seller to Buyer at the delivery point, which shall be the Utility. Buyer appoints Seller as its agent for the purposes of effectuating delivery, including for receipt of billing and usage data from the Utility. Subject to written consent by the [Village/City of] _____, and notice from Seller, Seller may assign this Agreement without Buyer's consent. Buyer may assign this Agreement only with Seller's prior written consent. This Agreement (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.</p>

**EXHIBIT D: ENROLLMENT FORMS AND DOCUMENTATION**

**EXHIBIT E: PROGRAM MANAGEMENT AND DOCUMENTATION**

**EXHIBIT F: POINTS OF DELIVERY**

## EXHIBIT G: INSURANCE REQUIREMENTS

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

**ATTACHMENT D: REQUIRED BIDDER FORMS**  
**Bidder Qualification Form**

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

BIDDER (Official Name and D/B/A)

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Signature of Representative

Date

Printed Name

Title

Address

City/State

Zip Code

Telephone

Facsimile

E-mail

**ATTACHMENT D: REQUIRED BIDDER FORMS**  
**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.

**ATTACHMENT D: REQUIRED BIDDER FORMS**  
**References**

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

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

**ATTACHMENT D: REQUIRED BIDDER FORMS**  
**Pricing Proposal Form**

**Bidder Name:**

<b>Term</b>	<b>Residential Customer Class</b>		<b>Commercial Customer Class</b>		
1 year		Cents/kWh		Cents/kWh	
2 years		Cents/kWh		Cents/kWh	
3 years		Cents/kWh		Cents/kWh	
<b>Renewable Energy Proposals</b>					
<b>Supply Mix</b>	<b>Term</b>	<b>Residential Customer Class</b>		<b>Commercial Customer Class</b>	
Additional Renewable Energy (25% mix)	1 year		Cents/kWh		Cents/kWh
	2 years		Cents/kWh		Cents/kWh
	3 years		Cents/kWh		Cents/kWh
Additional Renewable Energy (50% mix)	1 year		Cents/kWh		Cents/kWh
	2 years		Cents/kWh		Cents/kWh
	3 years		Cents/kWh		Cents/kWh