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Request for Proposals (RFP)

**Electricity Aggregation Procurement**

Village of Oak Park

Date Issued:  
July 11, 2022

Proposal Deadline:  
July 22, 2022 at 5:00 p.m. local time

Proposals to be returned by email to:  
Marcella Bondie Keenan, Sustainability Coordinator  
[mbondie@oak-park.us](mailto:mbondie@oak-park.us)

VILLAGE OF OAK PARK

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**REQUEST FOR PROPOSALS FOR Electricity Aggregation Procurement**

In December 2011, the voters of the Village of Oak Park, Illinois (“Village”) approved a referendum allowing the Village to create an Opt-Out Aggregation Program (“Program”) to provide electric aggregation services on behalf of their residents and eligible businesses. Through this Request for Proposals (“RFP”), the Village is soliciting proposals for various pricing options through a Power Supply Agreement (“Agreement”).

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## Section I. General Requirements

### 1.1. INTRODUCTION

In December 2011, the voters of the Village of Oak Park Illinois approved a referendum allowing the Village to create an Opt-Out Aggregation Program (“Program”) to provide electric aggregation services on behalf of their residents and eligible businesses.

Through this Request for Proposals (“RFP”), the Village is soliciting proposals for various pricing options through a Power Supply Agreement (“Agreement”). The Vendor awarded an Agreement hereunder shall coordinate with the Village’s electricity consultant, Illinois Community Choice Aggregation Network (“ICCAN”), to deliver services required under an Agreement.

**1.1.1 BACKGROUND.** Pursuant to Section 1-92 of the Illinois Power Agency Act (“Act”), 20 ILCS 3855/1-92, the Village passed an ordinance authorizing a referendum in each community on the April 5, 2011 ballot asking the public for authority to create an opt-out Program for its residents and eligible small business customers. The referendum passed successfully. As such, the Village is authorized to aggregate the electric loads of small commercial and residential customers located within its municipal borders.

Currently, the Village seeks to:

1. Solicit proposals for energy supply and services from qualified and licensed Retail Electric Suppliers (RES) on behalf of its residents.
2. Select a single RES with which to negotiate an Agreement.
3. Formally recommend that the Village municipality enter a unified Agreement with the selected Vendor for energy supply and services.
4. Fully empower the Agreements by securing an energy commodity pricing structure.
5. Enroll eligible retail customers into the contracts after completion of an opt-out notification period.

Because the Village has adopted an opt-out Program structure, all eligible customers located within the Village will participate in the Program unless they affirmatively elect to opt out of the Program. By identifying the procedures by which customers may opt out of the Program, the Village members ensure that participation is voluntary, and individuals may decline to participate. The Village has adopted a Plan of Operation and Governance in substantially the form included with this RFP as Attachment I, which Plan requires the 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.
3. Meet any other legal requirements concerning aggregated electric service.

**1.1.2 SUMMARY OF SPECIFICATIONS (PURCHASE DESCRIPTION):** The Village is soliciting offers from licensed and certified RESs to supply electric power and energy for, and arrange for associated delivery to, accounts served by Commonwealth Edison (ComEd) for delivery service and are located within the Village. This RFP covers residential and small commercial electric accounts located within the Village that meet the definition of “eligible retail customer” as defined in the Act and the Public

Utilities Act, 220 ILCS 5/1-101 et seq.

The Village will select a single Vendor to recommend to the Village Board for the award of a Power Supply Agreement. The Village will work with the Vendor to establish a commodity price structure for consideration by the Village Board. Once an acceptable energy commodity price structure is established for the Village, a Village Designee will indicate acceptance of that commodity price structure for inclusion into the Power Supply Agreement between the Vendor and the Village. The Village Board must vote to approve the Agreement.

The selected Vendor shall provide accurate and understandable pricing options that include the cost of energy supply, capacity, transmission, ancillary supply services, the cost of managing the opt-out notification plan and providing the required levels of customer service. The selected Vendor will perform services in a manner consistent with the common Plan of Operation and Governance adopted by the Village.

All account and consumption information are considered confidential under the authority of Section 2HH of the Illinois Consumer Fraud and Business Practices Deceptive Act, 810 ILCS 505/2HH, and should be handled as such.

The Village is in the process of developing *Climate Ready Oak Park*, a comprehensive sustainability, climate action, and climate resiliency plan. A final draft of *Climate Ready Oak Park* can be viewed at this [link](#). *Climate Ready Oak Park* includes a commitment to reduce community-wide emissions by 60 percent by 2030 and reach net-zero status by 2050, by reducing greenhouse gas emissions in three key sectors - residential buildings, commercial buildings, and vehicles – and investing in nature-based carbon sequestration projects.

As such, the Village seeks proposals that supports the goals of *Climate Ready Oak Park* by delivering electricity supply with average emissions of carbon dioxide, nitrogen oxides, and sulfur dioxide that is less than the levels reported in the most recent quarterly Environmental Disclosure Statement by ComEd. The Village is particularly interested in proposals that incorporate Carbon Offsets (as defined in this RFP) and Direct Source Renewables, and strongly encourages bidders to carefully review the requirements for these options and submit offers for such in their proposals.

## **1.2 KEY INFORMATION AND MANDATORY TERMS**

### **1.2.1 RFP CONTACT:** Mark Pruitt

Illinois Community Choice Aggregation Network

Telephone: 219/921-3828

E-mail: [markjpruitt@gmail.com](mailto:markjpruitt@gmail.com)

### **1.2.2 ADDENDA:** No interpretation of the RFP or the Power Supply Agreement shall be made except by written addendum duly issued by the Village (“Addendum”). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever.

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

If any prospective Bidder is in doubt as to the true meaning of any part of the RFP or the Power Supply Agreement, such prospective Bidder shall submit to the RFP Contact

a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible, and in any event not later than the Due Date for Questions.

The Village shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, on or before the due date for Responses to RFP Questions but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

Responses will be provided on the Village's website at <http://www.oak-park.us/bid>

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

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

Issuance of RFP	7/11/2022
Pre-Bid Conference	7/15/2022, 3 p.m. Central
Due Date for Questions	7/18/2022
Responses Provided to RFP Questions	7/20/2022
Due Date and Time for Proposals	7/22/2022, 5 p.m. Central
Interviews with Prospective Vendors (Optional)	To be Determined
Anticipated Announcement of Vendor Selection	8/1/2022
Approval of Power Supply Agreements by Village Board	8/1/2022

**1.2.5 PRE-BID CONFERENCE:** Prospective Bidders are encouraged, but not required, to attend the pre-bid conference. The conference will be held by conference call at 857-357-0254 and accessible with Access Code 432502#. Representatives of the Village will participate in the pre-bid conference call.

**1.2.6 SUBMITTALS:** Submit a digital copy of the Proposal by email in PDF format, to:

Marcella Bondie Keenan  
Village of Oak Park  
Email: MBondie@oak-park.us  
Attn: Electricity Aggregation Village RFP

Proposals submitted after closing time will not be considered. No oral, telephone, or facsimile proposals will be considered.

**1.2.7 OPENING:** The Village will open and record the names and other information of all Proposals submitted in a proper and timely manner. All Proposals become the

property of the Village and will not be returned except in the case of a late submission.

Responses will be reviewed and evaluated in private, and all information regarding status will be kept confidential until a decision is made, and a recommendation provided to the Village Board for approval.

The Village reserves the right to select a short list of Vendors at its own discretion to present their qualifications, respond to questions, and supply supplemental information.

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

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

**1.2.10 FIRM OFFERS:** All Bidder's Proposals are firm offers to enter into the Agreements and no Bidder's Proposals shall be deemed rejected by the municipality, notwithstanding acceptance of any other Bidder's Proposal, until the Power Supply Agreement has been executed by both the municipality and the successful Bidder or until the Village affirmatively and in writing expressly rejects such Bidder's Proposal.

### **1.3 AWARD OF CONTRACT**

A contract or equivalent agreement may be executed once one or more respondents are found to be qualified, a selection of the most qualified is determined by the evaluation committee, and the Village Board approves the award and expenditure.

Any agreement with a selected Consultant must be reviewed and approved by the Village Attorney, as well as approved and authorized by the Village of Oak Park Board of Trustees and executed by the Village Manager. The Vendor is advised that Village staff, other than the Village Manager, have no authority to sign agreements or modify existing agreements on behalf of the Village and that any such agreements would be deemed null and void. The agreement with the selected Consultant shall be in a form substantially similar form to the "Power Supply Agreement" attached hereto and incorporated herein by reference as Attachment II.

### **1.4 TAXES NOT APPLICABLE**

The Village as a municipality pays neither federal excise tax nor Illinois retailer's occupational tax.

### **1.5 INTERPRETATION OF THIS REQUEST FOR PROPOSALS DOCUMENT**

Any Vendor in doubt as to the true meaning of any part of this document may request an interpretation thereof from the Village or its representative. The person requesting the interpretation shall be responsible for its prompt delivery. At the request of the Vendor or in the event that Village management deems the interpretation to be substantive, the interpretation will be made by written addendum duly issued by the Village.

In the event that a written addendum is issued, either as a result of a request for interpretation or the result of a change in the requested RFP specifications initiated by the Village, a copy of such addendum will be posted on the Village's Website, [www.oak-park.us/bid](http://www.oak-park.us/bid). The Village will not assume responsibility for receipt of such addendum. In all cases it will be the Vendors' responsibility to obtain all addenda issued.

## **1.6 LISTING OF SUBCONTRACTORS AND/OR SUB-CONSULTANTS**

In order that the Village may be assured that only qualified and competent subcontractors and/or sub-consultants will be employed on the proposed project, each Vendor shall submit with their response a list of subcontractors and/or sub consultants who may be called upon to perform any part of the work. The consultant shall have determined to their own satisfaction that a listed subcontractor and/or sub consultant has been successfully engaged in this particular type of work for a reasonable length of time and is qualified both technically and financially to perform that pertinent phase of the work for which they are listed.

## **1.7 COMPETENCY OF VENDOR**

No submission will be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Vendor, if requested, must present evidence of ability and possession of necessary facilities, and financial resources to comply with the terms of the scope of services.

## **1.8 SUBLETTING OF CONTRACT**

No contract awarded by the Village shall be assigned or any part sub-contracted without the Village's written consent. In no case shall such consent relieve the vendor from its obligations or change the terms of the contract.

## **1.9 LAWS AND ORDINANCES**

The Vendor will strictly comply with all ordinances and codes of the Village of Oak Park and applicable Federal and State of Illinois laws and regulations.

## **1.10 TERM OF AGREEMENT**

The vendor shall provide services described in this document for a minimum of a one 1-year term. Alternative terms greater than one 1 year may also be proposed for consideration.

## **1.11 VENDOR PERSONNEL ASSIGNED TO THE VILLAGE OF OAK PARK ACCOUNT(S)**

The Village reserves the right to accept or reject any staff designated by the Vendor to manage the Village account(s). If no suitable replacement staff is provided, the Village reserves the right to terminate the contract.

## **1.12 CONFIDENTIALITY**

The Vendor shall keep the Village's employee and all related data confidential.

## **1.13 INSURANCE REQUIREMENTS**

The Vendor understands and agrees that any insurance protection required by the contract or otherwise provided by the Vendor shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees, volunteers and agents as herein provided and provided in the attached Power Supply Agreement.

## **1.14 HOLD HARMLESS AND INDEMNITY**

Notwithstanding any limitations or restrictions applicable to any insurance or bonds required hereunder, the Vendor shall defend, indemnify and hold the Village of Oak Park and its officers, officials, employees, volunteers and agents harmless from and against any and all liability, loss, damage, claim, payment or expense, including attorney fees, which the Village or its officers, officials, employees, and agents may incur resulting from or arising out of any error or omission in the performance of the agreement by the Vendor, including, without limitation, errors or omissions in the handling, accounting for, or transferring of funds, or to



work, services or systems or products provided in the performance of the agreement by the Vendor or its employees, agents, servants, associates, contractors, subcontractors, or assignees and as said forth in the attached Power Supply Agreement.

**\*\*\*\***

## Section II. Specific Requirements

### 2.1 DEFINITIONS:

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

- 2.1.1 **"Affiliates"** shall mean any person, firm, corporation (including, without limitation, service corporation and professional corporation), partnership (including, without limitation, general partnership, limited partnership and limited liability partnership), limited liability company, joint venture, business trust, association or other entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with a Bidder."
- 2.1.1 **Act"** shall refer to the Illinois Power Agency Act, 20 ILCS 3855/1-1 *et seq.*
- 2.1.2 **"Aggregation" or "Municipal Aggregation"** shall mean the pooling of residential and small commercial retail electrical loads located within a municipality for the purpose of soliciting bids and entering into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment, all in accordance with Section 1-92 of the Act.
- 2.1.3 **"Aggregation Consultant" or "Consultant"** shall refer to Illinois Community Choice Aggregation Network, LLC the independent consultant with demonstrated expertise in electric supply contracting that has been retained by the Village.
- 2.1.4 **"Aggregation Member" or "Member"** shall mean a residential or small commercial retail electric account enrolled in an Aggregation Program.
- 2.1.5 **"Aggregation Program" or "Program"** shall mean the program developed by the Village to provide residential and small commercial customers in the Village with retail electric supply.
- 2.1.6 **"Alternative Retail Electric Supplier" or "RES"** 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.
- 2.1.7 **"Ancillary Services"** shall mean the necessary services that shall be provided in the generation and delivery of electricity. As defined by the Federal Energy Regulatory Commission, "Ancillary Services" include, without limitation: coordination and scheduling services (load following, energy imbalance service, control of transmission congestion); automatic generation control (load frequency control and the economic dispatch of plants); contractual agreements (loss compensation service); and support of system integrity and security (reactive power or spinning and operating reserves).
- 2.1.8 **"Bidder"** shall mean a person, firm, or corporation that submits a response to this RFP.
- 2.1.9 **"Carbon Offset"** shall mean a nature-based removal of emissions of carbon dioxide or other greenhouse gases to compensate for emissions generated from other sources. One ton of carbon offset represents the removal of one ton of carbon dioxide or its

equivalent on other greenhouse gases. The Village accepts Carbon Offsets from high-quality reforestation or other nature-based projects that are validated by any of the following third-party organizations: [Gold Standard](#); [Verified Carbon Standard](#); [Climate Action Reserve](#); [American Carbon Registry](#); [Plan Vivo](#); [The Climate, Community & Biodiversity Alliance](#). Other sources of Carbon Offsets can be approved by the Village upon request.

- 2.1.10 “Commonwealth Edison” or “ComEd”** shall mean the Commonwealth Edison Utility Company as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within the Village.
- 2.1.11 “Default Tariff Service”** shall mean the electricity supply services available to eligible retail customers of the Utility.
- 2.1.12 “Direct Source Renewables”** shall mean energy supply secured from a new or existing renewable energy resource as defined in 20 ILCS 3855/1-10 and connected to the PJM transmission system by a Vendor on behalf of the Aggregation Program. The cost of the Direct Source Renewables shall be incorporated into the price charged through the Aggregation Program.
- 2.1.13 “Electric Utility”** shall mean Commonwealth Edison, as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within the Village.
- 2.1.14 “Eligible Retail Customer”** shall mean a residential and small commercial retail customer of the Utility.
- 2.1.15 “ICC”** shall mean the Illinois Commerce Commission as described in 220 ILCS 5/2-101.
- 2.1.16 “IPA”** shall mean the Illinois Power Agency.
- 2.1.17 “Load”** shall mean the total demand for electric energy required to serve the residential and small commercial customers in the Aggregation Programs.
- 2.1.18 “Opt-Out”** shall mean the process by which a Member who would be included in an Aggregation Program chooses not to participate in the Aggregation Program.
- 2.1.19 “PIPP”** shall mean a Percentage of Income Payment Plan created by the Emergency Assistance Act, 305 ILCS 20-18, to provide a bill payment assistance program for low-income residential customers.
- 2.1.20 “PJM”** shall mean the PJM Interconnection, a regional transmission organization that coordinates the movement of wholesale electricity in all or parts of 13 states and the District of Columbia, including the Commonwealth Edison service territory.
- 2.1.21 “Plan of Operation and Governance”** shall mean the Aggregation Plan of Operation and Governance, adopted by each member municipality pursuant to the requirements set forth in Section 1-92 of the Act.
- 2.1.22 “Power Supply Agreement”** shall mean the contract between a municipality within the Village and the selected Vendor, in the form attached to this RFP as Attachment II.
- 2.1.23 “Pricing Period”** shall mean the period during which a price offer is available to Aggregation Members.

- 2.1.24 “Proposal”** shall mean the response to this RFP submitted by a Bidder to the Village, in the form and with the information required by this RFP.
- 2.1.25 “Renewable Energy Credit” or “REC”** shall mean Renewable Energy Credits certified in a manner consistent with the requirements of the Illinois Renewable Portfolio Standard subject to specific location, vintage and source requirements as defined by individual municipalities within the Village.
- 2.1.26 “Request for Proposals” or “RFP”** shall mean this written invitation to responsible bidders to submit qualifications and pricing methods for electricity supply, services, and equipment to the Village.
- 2.1.27 “Small Commercial Retail Customer”** shall mean a retail customer that annually consumes 15,000 kilowatt-hours or less of electricity; provided, however, that the definition of Small Commercial Retail Customer shall include such other definition or description as may become required by law or tariff.
- 2.1.28 “Specifications”** shall mean any description of the physical, functional, or performance characteristics, or of the nature of a supply or service. A specification includes, as appropriate, requirements for inspecting, testing, or preparing a supply or service item for delivery.
- 2.1.29 “Vendor”** shall mean the RES selected by the Village to provide electric power and energy for the Aggregation Program.
- 2.1.30 “Village”** shall mean the Village of Oak Park Illinois.
- 2.1.31 “Village Designee”** shall mean the representative of the Village who will coordinate the process for execution of a Power Supply Agreement.
- 2.1.32 “Voluntary Aggregation Member” or “Voluntary Member”** shall mean a non-residential utility account located within the Village that voluntarily elects to take services through the Program.

## **2.2 SPECIFICATIONS**

The Village is interested in receiving the best value and the service for their residents and has established the following Specifications. The Specifications represent a portion of the Village’s due diligence in selecting a licensed and qualified Vendor to serve the Aggregation Program.

Unsolicited submittals or descriptive literature are submitted at the Bidder’s risk and may not be considered. However, innovative approaches to electricity supply and services, pricing, and customer service are welcome and will be considered if they present an identifiable value to the Village.

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 II.

**2.2.1 PROPOSED GENERAL AGREEMENT TERMS:** The Village will seek to preserve the following general terms in a Power Supply Agreement with the selected Vendor. The Village reserves the right to reject proposals that contain any proposed revisions.

**2.2.2 TERM OF AGREEMENT.** The Power Supply Agreement will be formally awarded by the Village Board following the identification of the Vendor. The initial Power Supply Agreement term will be for a term of up to three years (Bidders may provide offers of 1, 2, or 3 years) with the option of contract extensions upon the mutual agreement of

the Village members and the Vendor.

- 2.2.3 SINGLE SUPPLIER.** The Village will select a single Retail Electric Supplier on behalf of all Members and Voluntary Members.
- 2.2.4 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 comply with the requirements of the Power Supply Agreement.
- 2.2.5 INDEMNIFICATION AND HOLD HARMLESS.** The selected Vendor shall indemnify the municipality Pursuant to the terms of the Power Supply Agreement and hold harmless the Village from any financial obligations arising from the Program.
- 2.2.6 ASSIGNMENT.** The selected Vendor may not assign the awarded Agreement without the written consent of the Village members.
- 2.2.7 QUALIFICATIONS.** The selected Vendor shall be responsive to the qualification requests contained in this RFP.
- 2.2.8 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.
- 2.2.9 RATE ADVANTAGE.** The Village is not obligated to accept a commodity price offer from the selected Vendor that is not less than or equal to the published or anticipated Utility default tariff rates.
- 2.2.10 REIMBURSEMENT OF MUNICIPAL COSTS.**
- 2.2.10.1 INITIAL PROGRAM CYCLE REIMBURSEMENT.** Within 90 days after the effective date of the Power Supply Agreement, Vendor shall reimburse the Village for all professional, legal, Consultant, and administrative costs incurred with its adoption of its Aggregation Program and the negotiation and execution of the Power Supply Agreement.
  - 2.2.10.2 SUBSEQUENT PROGRAM CYCLE REIMBURSEMENTS.** On an annual basis, Vendor shall reimburse the Village for all professional, legal, Consultant, and administrative costs incurred by the municipality in connection with the management of the Aggregation Program.
  - 2.2.10.3 MUNICIPAL CONTRIBUTION.** If the Village enters into an Agreement with the Vendor, the Vendor must submit to the Village a contribution of an agreed-to value, not less frequently than annually, and on an agreed-upon schedule. The Vendor shall submit the Municipal Contribution in the form of a direct payment to the Village.
- 2.2.11 COMPLIANCE WITH PLAN OF OPERATION AND GOVERNANCE.** The Vendor shall provide all services required under the Power Supply Agreement in accordance with the Plan of Operation and Governance adopted by the Village. In the event of any inconsistency between the text of the Agreement and the terms of Plan of Operations and Governance, the text of the Agreement shall control.
- 2.2.12 PROPOSED AGREEMENT PRICING TERMS:** The Village seeks to maintain a high level of flexibility regarding a final electricity price and structure with the selected Vendor. To achieve this goal, the Village has specified two pricing options: a Full Price option, and a ComEd Energy Supply Price Match Option. Bidders may propose alternatives to

these methods; however, please be advised that alternative proposals will be evaluated based on the level of flexibility afforded the Village.

In all cases, pricing shall be sufficient to cover the full costs of the selected Vendor for the provision of supply under the Power Supply Agreement, management of the aggregation enrollment process, and cost reimbursements to the Village members.

The Village seeks to preserve the following pricing terms in a Power Supply Agreement with the selected Vendor. The Village reserves the right to reject proposals containing any proposed revisions.

**2.2.13 PRICING FOR MEMBERS.** Please provide a price proposal to the Village on the Pricing Forms attached to this RFP for the following pricing structures.

**2.2.13.1 FIXED PRICE OPTION.** The Vendor will bid a total cost-fixed price market quote (\$/MWh) for 12-, 24-, 36-month periods. The total cost-fixed price market quote will detail and include the unit costs of energy supply, capacity, transmission, ancillary services and program management services available to the Village. The fixed price quote will be reviewed by the Consultant to establish whether the pricing is: (i) consistent with market prices and tariffs; and (ii) consistent with Agreement terms. If the fixed price quote is deemed unacceptable, the Village will not be obligated to accept the pricing. If the fixed price quote is deemed acceptable by the Consultant, the Consultant will inform the Village of the price and pricing components and may recommend acceptance. If accepted, the Village Board may accept the fixed price offer during a scheduled Village Board meeting. With the Fixed Price Option, the Village will also receive a municipal contribution as detailed in Section 2.1.9.3.

**2.2.13.2 COMED ENERGY SUPPLY PRICE MATCH OPTION.** The Vendor will provide a pricing structure that guarantees that eligible customers will receive the price offered each month by Commonwealth Edison's Price to Compare (Purchased Electricity Charge plus Transmission plus Purchased Electricity Adjustment) and that the price will represent the full and complete compensation to the Vendor for all costs related to energy supply, capacity, transmission, ancillary services and management services for the Program. With the ComEd Energy Supply Price Match Option, the Village will also receive a municipal contribution as detailed in Section 2.1.9.3.

**2.2.14 PRICING – VOLUNTARY MEMBERS.** Vendors shall make customized pricing offers to Voluntary Members upon the request of a Voluntary Member.

**2.2.15 PRICING PERIODS.** The selected Vendor shall provide commodity pricing proposals for 12-, 24-, and 36-, -month periods for Members.

**2.2.16 SUPPLY MIXES.** Bidders providing pricing offers as described in Sections 2.2.1.1 and 2.2.1.2 shall also provide pricing for the following energy mixes.

**2.2.16.1 CARBON OFFSETS.** Electricity supply that offsets emissions from the standard supply from ComEd (as evidenced by quarterly Environmental Disclosure Statements) with Carbon Offsets from one or more sources. Bidder shall provide the cost premium associated with providing the Carbon Offsets at various specified levels up to 100%. Bidders shall identify the source, location, and time period for Carbon Offsets offered in their Carbon Offsets price offer. Bidders may blend volumes of Carbon

Offsets from different assets and source types to achieve the desired volumetric goals noted below.

**2.2.16.1.1 50% CARBON OFFSETS.** Carbon Offset volumes equal to 50% of Program load . Vendor shall identify the intended sources of the Carbon Offsets.

**2.2.16.1.2 75% CARBON OFFSETS.** Carbon Offset volumes equal to 75% of Program load . Vendor shall identify the intended sources of the Carbon Offsets.

**2.2.16.1.3 100% CARBON OFFSETS.** Carbon Offset volumes equal to 100% of Program load . Vendor shall identify the intended sources of Carbon Offsets.

**2.2.16.1.4 CUSTOM CARBON OFFSETS.** Carbon Offset volumes equal to a level determined by the Vendor. Vendor shall identify the intended sources of Carbon Offsets.

**2.2.16.2 DIRECT SOURCE RENEWABLES.** Electricity supply that exceeds the current renewable energy resource requirements of the Illinois Renewable Portfolio Standard by securing energy offtake (not RECs) from one or more Direct Source Renewables. Bidder shall provide the cost premium associated with providing the Direct Source Renewables option at various specified levels up to 100%. Bidders shall identify the source and location of the renewable energy resource(s) offered in their Direct Source Renewables price offer. Bidders may blend volumes of Direct Source Renewables from different assets and source types to achieve the desired volumetric goals noted below

**2.2.16.2.1 50% DIRECT SOURCE RENEWABLES.** Direct Source Renewables volumes equal to 50% of load. Vendor shall identify the intended sources of renewable energy resources.

**2.2.16.2.2 75% DIRECT SOURCE RENEWABLES.** Direct Source Renewables volumes equal to 75% of load. Vendor shall identify the intended sources of renewable energy resources.

**2.2.16.2.3 100% DIRECT SOURCE RENEWABLES.** Direct Source Renewables volumes equal to 100% of load. Vendor shall identify the intended sources of renewable energy resources.

**2.2.16.2.4 CUSTOM DIRECT SOURCE RENEWABLES.** Direct Source Renewables volumes equal to a level determined by the Vendor. Vendor shall identify the intended sources of renewable energy resources.

**2.2.17 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.

**2.2.18 ENROLLMENT AND DISENROLLMENT CHARGES.** The selected Vendor shall not

assess any fees in addition to the price offer accepted by the Village

**2.2.19 ENERGY EFFICIENCY, PEAK DEMAND REDUCTIONS, AND SOLAR ENERGY PROGRAMS.** The Village will consider supply offers from Vendors that include energy efficiency, peak demand reduction, and solar energy supply programs and services. The Village is not obligated to accept proposals with such inclusions. Bidders for the Power Supply Agreement are not required to include information about such programs and services in their proposals but are encouraged to include information about the availability of any such programs and services to the extent relevant to the Power Supply Agreement.

**2.3 PROPOSED AGREEMENT SUPPLY AND SERVICE TERMS:** The Village will seek to preserve the following pricing terms in a Power Supply Agreement with the selected Vendor. The Village reserves the right to reject proposals that contain any proposed revisions.

**2.3.1 ELECTRICITY SUPPLY.** The selected Vendor shall supply firm power requirements to each of the accounts for which it is ultimately contracted to serve.

**2.3.2 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.

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

**2.3.4 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.

**2.3.5 MEMBER SERVICE.** The selected Vendor shall maintain the highest levels of customer service including:

**2.3.5.1 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. The selected Vendor shall provide regular reports that identify interactions between the Vendor and Program participants. The Vendor shall work with Village staff to identify the format of the reports which will report shall include the number of interactions, the mode of the interaction (i.e., call into toll free line, email, other), the nature of the interaction (i.e., general query, billing question, request to enroll, request to drop, etc.), and the resolution of the interaction (customer satisfied, issue escalated, contact dropped, etc.). Reporting shall be provided on a weekly basis for the first month after any enrollment letters are sent to the Program members, and then monthly.

**2.3.5.2 CONFIDENTIALITY.** The selected Vendor shall maintain the confidentiality of customer information.



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

**2.3.5.3.1 TELEPHONE INQUIRIES.** The selected Vendor shall maintain a toll-free telephone access line which shall be available to Aggregation Members 24 hours a day, seven days a week. Trained company representatives shall be available to respond to customer telephone inquiries during normal business hours. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours shall be responded to by a trained company representative on the next business day. Under normal operating conditions, telephone answer times by a customer representative, including wait time, shall not exceed 30 seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed 30 seconds. The Vendor shall submit reports to the municipality at least once per quarter, indicating that it has met these standards at least 90 percent of the time under normal operating conditions during the preceding quarter.

**2.3.5.3.2 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. The website shall also include a “price-to-compare” feature through which Aggregation Members may compare the estimated total price (including energy supply, capacity, transmission, and ancillary service costs) available to them through the selected Vendor to the estimated total price available through the Electric Utility, based upon the Member’s consumption within the preceding 12 months.

**2.3.5.3.3 MULTI-LINGUAL SERVICES.** The selected Vendor shall provide customer service for Members requiring non-English verbal and written assistance.

**2.3.5.3.4 HEARING IMPAIRED.** The selected Vendor shall provide customer service for hearing-impaired Members.

**2.3.5.3.5 CUSTOMER SATISFACTION SURVEY.** The Selected Vendor shall provide the results of a customer satisfaction survey of Members served by the Vendor at least annually to the Village. The customer satisfaction survey shall include questions and response options developed jointly by the Vendor and Village

staff and shall be conducted either electronically by email or by telephone survey.\_

**2.3.5.4 ENROLLMENTS.** The selected Vendor shall be prepared to perform the following Aggregation account enrollment tasks:

**2.3.5.4.1 OPT-OUT NOTIFICATIONS.** The selected Vendor shall manage the Opt-Out notification process under the supervision of the municipality and the Consultant. A single database shall track account enrollment and billing data. All Opt-Out notices must include, without limitation, calculations of the estimated total price (including energy supply, capacity, transmission, and ancillary service costs) to be charged to the Eligible Retail Customer, based upon that Customer's consumption within the preceding 12 months.

**2.3.5.4.2 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.

**2.3.5.4.3 RE-JOINING THE AGGREGATION PROGRAM.** The selected Vendor shall assist Members that have Opted-Out to rejoin at a later date.

**2.3.5.4.4 MOVING WITHIN THE MUNICIPALITY.** The selected Vendor shall continue service at the same rate and under the same terms and conditions for any Member who relocates within a Village member municipality prior to the expiration of the Agreement term, providing that the Member notifies the Vendor of its desire to do so with 30 days' notice.

**2.3.5.4.5 PERCENTAGE OF INCOME PAYMENT PLAN (PIPP).** The selected Vendor shall facilitate billing for residents enrolled in the PIPP bill payment assistance program for low- income residential customers. The selected Vendor shall also notify PIPP customers of the consequences of participating in the Aggregation Program.

**2.3.5.5 OTHER.** The selected Vendor shall accept the following terms:

**2.3.5.5.1 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 Village 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.

**2.3.5.5.2 RELIABILITY OF POWER SUPPLY.** The Program will only affect pricing for the energy commodity. 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.

**2.3.6 AGREEMENT MONITORING.** The selected Vendor shall be responsible for the faithful performance of the Power Supply Agreement and shall have internal monitoring procedures and processes to ensure compliance.

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

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

**2.4 PROPOSED DELIVERY SPECIFICATIONS.** The Village will seek to preserve the following pricing terms in a Power Supply Agreement with the selected Vendor. The Village reserves the right to reject proposals that contain any proposed revisions.

**2.4.1 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 Village 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.

**2.4.2 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.

**2.4.3 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.

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

**2.5.1 LICENSES AND REGISTRATIONS.** The Bidder shall demonstrate that it is allowed to sell electricity at retail to residential and small commercial customers in Illinois. Documentation should include:

- 2.5.1.1 Documentation of service authority from the ICC as a certified retail electric supplier and any and all other licenses or certifications required by the ICC.
  - 2.5.1.2 Company's bond posting with the ICC.
  - 2.5.1.3 Registration and certification of authority as a retail electric supplier for ComEd residential and small commercial customers.
  - 2.5.1.4 Written commitment to comply with all applicable laws and regulations of the State of Illinois.
  - 2.5.1.5 Docket number and date FERC Power Marketing Authority obtained.
  - 2.5.1.6 Date Retail Electric Supplier license in the State of Illinois was obtained; and
  - 2.5.1.7 Documentation that supplier has access to capacity resources as a Load Serving Entity in PJM and is able to make use of existing transmission facilities to deliver power to Aggregation Members.
- 2.5.2 SYSTEMS:** The Bidder shall demonstrate that it has existing systems that will ensure a smooth notification and enrollment process for the Aggregation Programs. Documentation should include:
- 2.5.2.1 Service Agreement for Network Integration Transmission Service under Open Access Transmission Tariff.
  - 2.5.2.2 Documentation of an Electronic Data Interchange computer network that is fully functional at all times and includes back-up file saving systems and is capable of handling the ComEd residential and small commercial retail electric customers in the Village.
  - 2.5.2.3 Description of the features and benefits of Bidder's existing customer database system. Please include at least the following:
    - 2.5.2.3.1 Platform description and specifications.
    - 2.5.2.3.2 Exportability of data.
    - 2.5.2.3.3 Frequency of data updates.
    - 2.5.2.3.4 Standard reports availability (type and description); and
    - 2.5.2.3.5 Special features.
  - 2.5.2.4 Report on the number of accounts enrolled in the ComEd service region within the past three years by the Bidder or its affiliates:
    - 2.5.2.4.1 Identify the number of accounts under management in each of the prior three years.
    - 2.5.2.4.2 Identify the specific steps utilized to enroll accounts; and
    - 2.5.2.4.3 Report the average time from enrollment to flow of contracted power for newly enrolled accounts.
- 2.5.3 MARKETING AND SUPPORT SERVICES:** The Bidder shall demonstrate that it has the materials, time and resources to support Program marketing, outreach and education tasks. Documentation should include:

- 2.5.3.1 Proof of an existing local or toll-free telephone number for customer service and complaints related to the Aggregation Program.
- 2.5.3.2 Bidder's detailed plan for reaching and servicing multi-lingual customers or customers with disabilities as per the requirements.
- 2.5.3.3 Samples of a website to support the Aggregation Members.
- 2.5.3.4 Education materials:
  - 2.5.3.4.1 Samples of marketing materials.
  - 2.5.3.4.2 Draft calendar, identifying measures to be executed for implementation and operation of the Program upon execution of the Power Supply Agreements; and
  - 2.5.3.4.3 Descriptions of proposed modes of communications (print, mailing, broadcast, etc.); and
- 2.5.3.5 Opt-Out processes:
  - 2.5.3.5.1 Samples of Opt-Out materials (letters, forms, etc.); and
  - 2.5.3.5.2 Commitment to use only materials specifically approved by the Village.
- 2.5.4 **CUSTOMER COMPLAINTS:** The Bidder shall demonstrate that it has maintained the highest levels of customer satisfaction and regulatory compliance by providing documentation that they meet or exceed the following minimum standards. Bidders shall submit documentation concerning the following consumer satisfaction metrics. Bidders may submit supplemental information explaining the circumstances contributing to their below minimum rating in any single category.
  - 2.5.4.1 Illinois Commerce Commission Retail Electric Supplier Complaint Scorecard.
  - 2.5.4.2 Better Business Bureau standard score for Illinois.
  - 2.5.4.3 Regulatory settlements or adverse rulings by public utility commissions.
- 2.5.5 **PROFESSIONALISM AND CONFIDENTIALITY:** The firm will use the highest standards of professionalism in performing the services and will maintain the confidentiality of information learned in the course of performing the services, except to make necessary reports to representatives of the Village.

\* \* \* \*

If a Vendor cannot meet any of the specifications, expectations or services in Section II, or takes exception to any of the terms or conditions presented, these exceptions should be distinctly noted in the appropriate sections. If no exceptions are presented, the Village will assume full capabilities as described in Section II.



## Section III. RFP Response Instructions

### 3.1 PROPOSAL FORMAT

Proposals should be prepared simply and economically, providing a straight-forward, concise description of proposer capabilities to satisfy the requirements of this request. Emphasis should be placed on completeness, simplicity and clarity of content.

These instructions provide Bidders with all necessary information for preparing and submitting a Proposal to the Village. They prescribe the format and content of the Proposal. They also provide dates, locations and other information specific to this solicitation. They are designed to facilitate a fair and uniform review process. Failure to adhere to the Proposal requirements will affect the Village's evaluation and may result in disqualification of the Proposal.

The Proposal must provide all information requested in this RFP. The Village reserves the right to reject proposals that contain any proposed revisions.

Proposals, including suggested exceptions to requirements and contract modifications, must be submitted in a pdf file by email and signed by an authorized representative of Bidders.

The Proposal must be submitted to:

Marcella Bondie Keenan  
Village of Oak Park  
Email: MBondie@oak-park.us

All proposal responses must be in the following format:

1. Cover Letter
2. Table of Contents
3. Respondent Background
4. Proposed Scope of Service
5. Proposed Schedule of Implementation
6. References
7. Cost Proposal
8. Other Attachments

The desired information for each of these sections is described below.

**3.1.1 COVER LETTER.** The cover letter should contain the name of the proposing Vendor (and/or third-party vendors), the address of the proposing officer(s), and the contact individual(s) authorized to answer technical, price, and contract questions. Contact information should include telephone number, fax number, mailing address, and email address. The cover letter must be signed by a person or persons authorized to bind the proposer(s).

**3.1.2 TABLE OF CONTENTS.** The contents of the proposal shall be included in an index at the beginning of the proposal and should include all contents and attachments.

**3.1.3 RESPONDENT BACKGROUND.** This section should include the full name and principal address of the respondent. Include the state in which the vendor is incorporated to operate and the date of incorporation if applicable.

The Village requests that proposing Vendor set forth the names of a designated account executive or relationship manager, as well as an alternate. The designated account executives must have the authority to make timely decisions in the normal

course of business on their own. In addition, describe the organization of any additional staff team which would service the account. Provide a listing of the entire proposed staff team, including name, title, and length of service with the vendor. Additional qualifications and experience on similar accounts may be included.

- 3.1.4 PROPOSED SCOPE OF SERVICES.** In addition to addressing the topics covered in this proposal with regards to scope of work and reports required, include any other pertinent information you feel will set you apart from other proposers.

If there are any services offered in addition to what the Village has requested that may be of interest to the Village, please describe those in an additional subsection at the end of your response to the scope of services.

- 3.1.5 PROPOSED SCHEDULE OF IMPLEMENTATION.** Discuss the implementation effort and lead time that would be required to establish the services requested in this RFP. Include the detailed steps involved and your proposed schedule for meeting each step. Please also provide detailed working assumptions as to what the schedule is based upon such as availability of Village resources, etc.

- 3.1.6 REFERENCES.** Provide a list of client references of similar sized and/or municipal accounts which the proposer has served over the past two years and is currently serving. Provide no fewer than three references on the forms provided in Attachment IV. Provide a contact person, telephone number, and email address for each referenced customer.

- 3.1.7 COST PROPOSAL.** All Vendors must utilize Attachment III. Cost Proposal Form to officially submit pricing information. Vendors may provide additional documentation. However, evaluations will utilize Attachment III. Cost Proposal Forms to compare offers.

- 3.1.8 LICENSE TO PROVIDE SERVICE IN ILLINOIS AND DISCLOSURES.** Vendors shall provide an affirmative statement indicating that the firm and all assigned key professional staff have any applicable licenses to provide service in the State of Illinois.

Vendors shall identify and describe any pending or previous litigation the firm was involved in over the past five (5) years which dealt with the quality of services and/or of pricing of products provided.

- 3.1.8 ATTACHMENTS.** Please provide completed executed originals of the following required attachments:

Attachment III. Cost Proposal Form  
Attachment IV. Compliance Affidavit  
Attachment V. M/W/DBE Status  
Attachment VI. EEO Report  
Attachment VII. No Proposal Explanation

- 3.1.9 REDLINES TO DRAFT FORM OF POWER SUPPLY AGREEMENT.** Bidders may submit proposed changes to the Draft Form of Power Supply Agreement in redline. The Village is not obligated to accept any changes to Draft Power Supply Agreement and may reject any and all proposed changes.



## Section IV. Proposal Evaluation

- 4.1 EVALUATION APPROACH.** Proposals will be evaluated by Village staff. Evaluation will be based on criteria outlined herein which may be weighted by the Village in a manner it deems appropriate. All proposals will be evaluated using the same criteria and weighting. The criteria used will be:
- 4.1.1 RESPONSIVENESS TO RFP.** The Village will consider all the material submitted to determine whether the Vendor's offering is in compliance with this RFP.
  - 4.1.2 ABILITY TO PERFORM CURRENT AND PROJECTED REQUIRED SERVICES.** The Village will consider all the material submitted by each Vendor, and other relevant material it may otherwise obtain, to determine whether the proposer is capable of and has a history of successfully completing contracts of this type.
  - 4.1.3 EXPERIENCE AND RELEVANT KNOWLEDGE.** The Village will assess the experience and relevant knowledge of the proposed dedicated team of personnel.
  - 4.1.4 FINANCIAL STABILITY.** The Village may conduct analysis to examine the respondent's creditworthiness, including capital adequacy, asset quality, management, earnings, liquidity, and sensitivity to interest rate or market risk. This will be assessed by internal staff and/or external ratings services.
  - 4.1.5 REFERENCES.** The Village may contact references directly to inquire about the quality and type of services currently being provided to other customers.
  - 4.1.6 COST PROPOSAL.** The Village will evaluate aggregate services based on the overall cost-effective approach to providing the services requested in this RFP.
  - 4.1.7 OPTIONAL INTERVIEWS AND/OR SITE VISITS.** The Village may, at its sole option, conduct interviews and/or site visits as part of the final selection process. Teleconferencing is an acceptable option.
- 4.2 EVALUATION STEPS:** The evaluation and award process will include:
- 4.2.1** Review of the Proposals to assess bidder responsibility.
  - 4.2.2** Evaluation of the requirements set forth in this RFP, which may include criteria to determine acceptability such as inspection of required submittals, quality, workmanship, delivery, and suitability for the particular purpose required by the Village. These costs will be measured objectively. No Proposal shall be evaluated for any requirements or criteria that are not disclosed in the RFP.
  - 4.2.3** Clarifications, discussions, presentations and reference checks.
  - 4.2.4** Determination of the most responsible Bidder, whose Proposal meets the requirements and criteria set forth in this RFP.
  - 4.2.5** Determination whether it is in the best interests of the Village to recommend the award of the Agreement to the lowest responsible and responsive Bidder.
  - 4.2.6** Award recommendation for selected Bidder.
  - 4.2.7** Price and contract negotiation with the Selected Bidder.
  - 4.2.8** Approval of Power Supply Agreement with selected Vendor by the corporate authorities of each member municipality.



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

**4.3.1 ADMINISTRATIVE COMPLIANCE:** The Village will determine whether the Proposals comply with the instructions in this RFP. **The Village will not open, and will reject, Proposals submitted after the deadline. Failure to meet other requirements specified in this RFP may also result in rejection of the Proposal.**

**4.3.2 VENDOR RESPONSIBILITY:** The Village will determine whether the Bidder submitting the Proposal is an entity with which the Village can or should do business. Factors that may be evaluated to determine “responsibility” include, but are not limited to: certifications, conflict of interest disclosures, taxpayer identification number, past performance, references (including those found outside the Proposals), compliance with applicable laws, financial stability and the perceived ability to perform as specified. A Bidder must have financial resources sufficient, in the opinion of the Village, to ensure performance of the Agreement and must provide proof upon request. Any failure to supply information, and the Village's determination of the quality of the information, will affect the evaluation and may result in rejection.

**4.3.3 PROFESSIONAL QUALIFICATIONS:** The Village will score Bidders according to their presented ability to meet the qualifications identified in the Proposal Scoring Rubric of this RFP.

### Proposal Scoring Rubric

INSTRUCTIONS	
A. Scoring: Score each element from 1 to 5.	
1 = Does not meet RFP requirements.	
2 = Partially deficient in meeting RFP requirements.	
3 = Meets RFP requirements.	
4 = Partially exceeds RFP requirements.	
5 = Substantially exceeds RFP requirements.	
B. Please include any questions or requests for clarifications from the bidders within the form. Questions for bidders will be incorporated into the standard question list, if the bidder is invited to interview.	
PROPOSAL SCORING (page 1)	
PROFESSIONAL QUALIFICATIONS	
Individual scoring elements	Score (1-5)
A. Relevant firm experience in developing the required Services and Required Elements	5
B. Relevant knowledge and experience of key project team personnel	5
C. Diversity of project team (e.g., gender, race/ethnicity, other provided information)	5
D. Demonstrated knowledge of subject matter	5
<b>PROFESSIONAL QUALIFICATIONS CATEGORY SUBTOTAL</b>	<b>20</b>
PROPOSAL SCORING (page 2)	
QUALITY OF APPROACH	
Individual scoring elements	Score (1-5)
A. Quality of description of deliverables	
A1. Percent Direct Source Renewables	5
A2. Proximity of Direct Source Renewables to Village of Oak Park	5
A3. Sustainability of nature-based Carbon Offset project	5
A4. Proximity of nature-based Carbon Offset project to Village of Oak Park	5
<b>QUALITY OF APPROACH CATEGORY SUBTOTAL</b>	<b>20</b>
PROPOSAL SCORING	
CONSOLIDATED SCORING	
Individual scoring categories	Score
PROFESSIONAL QUALIFICATIONS CATEGORY SUBTOTAL	20
QUALITY OF APPROACH	20
<b>TOTAL</b>	<b>40</b>

**4.3.4 PRICING PROPOSALS:** The Village will identify the best value Proposal according to the Bidders' pricing submittals provided in the Cost Proposal Forms included in Attachment III.



**Attachment I: Village Plan of Operations and Governance**

# **Village of Oak Park Electric Aggregation Plan of Operation and Governance**

**September 26, 2011**

**Amended October 18, 2011 Amended**

# **VILLAGE OF OAK PARK ELECTRIC AGGREGATION PLAN OF OPERATION AND GOVERNANCE**

## **I. HISTORY AND PURPOSE OF MUNICIPAL AGGREGATION**

Pursuant to the Illinois Power Agency Act, 20 ILCS 3855/1-92, municipalities such as the Village of Oak Park are authorized to aggregate the electric loads of small commercial and retail customers located within the Village and to then solicit bids, select a retail electric supplier, and enter into a service agreement to facilitate the purchase of electricity and related services and equipment on behalf of its residents and small businesses. The statute is a part of the state's electric deregulation efforts which allow customers access to competitive retail electric markets.

In accordance with that law, in early 2011, the Village of Oak Park Board of Trustees passed a resolution authorizing a referendum on the April 2011 ballot which asked the public for authority to create an Opt-Out aggregation program for its residents and small business customers.

Oak Park voters approved the Village of Oak Park's Community Choice Aggregation Referendum at the April 4, 2011 general election. After the referendum passed, Oak Park retained the services of a Consultant to assist with implementing the program, bidding and selecting the electricity supplier.

Staff also conducted a public outreach campaign to educate Oak Park residents and small businesses about the Community Choice Aggregation Program and to gather input regarding their preferences for the development of this Aggregation Plan of Operation and Governance. Outreach efforts included public meetings, two statutorily required public hearings, a community-wide survey, press releases, news articles in local and regional media and the creation of an energy committee consisting of Oak Park staff, commissioners and residents with a background in energy matters. The public identified as a priority the option to purchase a renewable or carbon neutral power supply.

Oak Park's Aggregation Program seeks to aggregate the retail electric loads of eligible residents and small commercial retail accounts and to solicit bids for the purchase of that electricity. Oak Park's program will solicit bids for both a lowest rate alternative as well as an alternative for a cleaner, greener supply of electric power as requested by the public. With an estimate of 20,000 eligible electric accounts, the Aggregation has the potential to attract lower rates than the current default tariffed service rate, while also acquiring a cleaner power supply.

Residential and small commercial retail customers often lack the knowledge, time and awareness to conduct due diligence and negotiate favorable terms with alternate retail electric suppliers on their own. Oak Park's program not only provides these services but provides the bargaining power achieved through the size of the Aggregation. The Program is designed to reduce the amount its members pay for electric energy power supply and gain other favorable terms of service.

Oak Park will not buy or resell power but will competitively bid and negotiate a contract with a competent and licensed alternative retail electric supplier (ARES) to provide electric supply at contracted rates to all members of the Aggregation Program. The ARES shall provide accurate and understandable pricing, ancillary services and an opt-out notification plan. The ARES will also perform and manage ancillary services for the Aggregation Members as described in this document.

Because the Village adopted an opt-out aggregation program, all customers in the defined

aggregation group participate in the program unless they affirmatively elect to opt out of the program. By including procedures by which customers may opt-out, the Aggregation Program ensures that participation is voluntary, and individuals have the ability to decline to participate.

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

- 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.

Oak Park and the selected ARES will follow the Plan of Operation and Governance set forth in this document.

## **II. DEFINITIONS**

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

“Act” shall refer to the Municipal Aggregation enabling act set forth at 20 ILCS 3855/1-92.

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

“Aggregation Consultant” or “Consultant” shall refer to an independent consultant with demonstrated expertise in electric supply contracting licensed in accordance with Section 5/16-115C of the Electric Service Customer Choice Act, 220 ILCS 5/16-115C.

“Aggregation Member” or “Member” shall mean a residential or small commercial retail electric account enrolled in the Village of Oak Park’s Community Choice Aggregation program.

“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 Village of Oak Park. For purposes of this document, the definition of Alternative Retail Electric Supplier is more completely set forth in 220 ILCS 5/16-102.

“Ancillary Services” shall mean the necessary services that must be provided in the generation and delivery of electricity. As defined by the Federal Energy Regulatory Commission, they include coordination and scheduling services (load following, energy imbalance service, control of transmission congestion); automatic generation control (load frequency control and the economic dispatch of plants); contractual agreements (loss compensation service); and support of system integrity and security (reactive power, or spinning and operating reserves);

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

“Electric Utility” or “Utilities” shall mean Com Ed as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within Oak Park.

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

“IPA” shall mean the Illinois Power Agency established by Public Act 95-0481 (20 ILCS 3855/1-1 et.seq.).

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

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

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

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

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

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

“Power Supply Service Agreement” or “Service Agreement” shall mean the contract between the Village of Oak Park and the Alternate Retail Electric Supplier.

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

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

### **III. ROLE OF THE VILLAGE**

- A. After the adoption of this Plan, the Village Manager shall submit to Com Ed, in writing, a warrant demonstrating the passage of the Village’s municipal aggregation ordinance, the adoption of this Plan by the corporate authorities, and requesting the identification of retail and small commercial electric customer account information and generic load profiles.
- B. The Village will maintain the customer information it receives in a confidential manner as required by law and will use that information only for purposes of its Municipal Aggregation. Customer account information will be considered confidential and will not be disclosed under the Freedom of Information Act.

- C. The Village review the customer list to remove ineligible customers, provided however, that the Village shall have no responsibility to potential aggregation members or the ARES for the accuracy of the customer account information provided.
- D. The Village will develop the RFP in cooperation with the Aggregation Consultant in accordance with the terms set forth in this document.
- E. The Village will inform the potential bidders in the RFP document of the Village's generic load profile information as provided by Com Ed.
- F. The Village will receive and evaluate proposals and contract with any ARES who the Village Board finds to be in the best interest of the Village.
- G. The Village is under no obligation to enter into any service agreement with any ARES and may, in its discretion, chose to have the aggregation members remain on Com Ed's default tariffed service, or to re-bid the electric service under the same or amended terms of this Plan.
- H. The Village, as the facilitator of this bidding process, is not responsible for providing electricity to the members of the Aggregation, or for billing or collecting for electricity provided under any ARES power supply agreement and has no responsibility beyond the duties described herein. ComEd will continue to provide a single bill to Aggregation Members for all electrical charges.

#### IV. ROLE OF THE AGGREGATION CONSULTANT

- A. **Licensure and Code of Conduct.** The Aggregation Consultant will be duly licensed as required by the Electric Service Customer Choice and Relief Act, 220 ILCS 5/16- 115C and will comply with the code of conduct requirements thereunder.
- B. **Duties.** The Aggregation Consultant shall advise the Village and assist the Village with the development and implementation of its Municipal Aggregation Program, including advising staff and elected officials (at the request of the Village Manager) on all aspects of the program; developing all necessary documents, soliciting and reviewing bids received, making recommendations as appropriate and monitoring the ARES' compliance with the requirements of the Service Agreement.
- C. **Required Independence and Disclosures.** As required by the Electric Service Customer Choice Act, the Consultant will be in a fiduciary relationship with the Village and owes the Village and its Aggregation Members the duty of loyalty and independent judgment. The Consultant will be disqualified if it acts as the agent for any ICC certified ARES. It is the duty of the Consultant to disclose any such relationships and to terminate the agreement in the event of such a relationship. Breach of these terms will result in the Village terminating the Consultant Agreement.
- D. **Fee.** The Consultant shall not be paid directly by the Village but will receive a broker fee directly from the selected ARES. If the Village chooses not to contract with an ARES, the Village will not be responsible to pay the Consultant any fee or compensation.
- E. **Confidentiality.** The Consultant shall not have access to any confidential customer account information. In the event the Consultant becomes privy to any confidential customer account information, it agrees not to use that information for any purposes outside the scope of the services provide by this Agreement and specifically agrees not to use for itself, or to sell, trade,



disseminate or otherwise transfer that information to any other party for any purpose other than this Aggregation Program.

- F. **Village Assistance.** The Consultant shall advise the Village on any changes in laws, rules, tariffs or any other regulatory matter that impacts the Aggregation during the term of the Service Agreement.
- G. **Ownership of Work Product.** The Consultant shall not use any Village work product for any other client or represent any Village work product as its own.

## V. BIDDING

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

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

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

### B. Contents of the Bid

- 1. Term of Agreement:

The initial Service Agreement will be for a two (2) year period. The Village Board of Trustees will have discretion to determine the length of any future contract periods. Page 7 of 15

- 2. Power Mix:

Bidders will quote rates for the following energy mixes:

- a. Lowest Price Mix. The lowest priced electricity supply available from the ARES using, at a minimum, renewable energy consistent with the Renewable Portfolio Standard required by law. Between comparable offers, the Village will give preference to any bidder that provides all its power from sources other than coal.
- b. 100% Renewable - REC Supported Mix. Electricity where any nonrenewable sources are offset 100% by Renewable Energy Credits sourced through PJM hydro, wind, solar or captured methane-landfill gas.

Aggregation Members will be automatically enrolled in the 100% Renewable, REC Supported Mix. For the extended contract period of January 4 to (date in June 2013), Members also will be automatically enrolled in a carbon offset program for the Member's aggregated natural gas use for the same period of time.

- 3. Rates:

The bid documents shall require the ARES to provide the rate information in the following

format:

ComEd Rate Period	Best Rate Mix			100% RECs Mix		
	Total Rate as it will appear on Member Bills	% Savings realized from Default Rate	Savings Guaranteed or Estimated?	Total Rate as it will appear on Member Bills	% Savings realized from Default Rate	Savings Guaranteed or Estimated?
Dec '11 - June '12						
June '12 – Oct '12						
Oct '12 - June '13						
June '13 - Oct'13						
Oct'13 - Dec'13						

The Village's intent in soliciting the bids is to provide residents with delivered electricity prices that are always less than ComEd's applicable rates. The above table breaks down the two-year contract into five time periods coinciding with ComEd's pricing time periods. The ARES has the option of providing a "Total Rate" for each time period or a "Percent Savings." The ARES must state if the "Percent Savings" are guaranteed or estimated.

4. Other Charges: Neither the Village nor the selected ARES will impose any terms, conditions, fees or charges on any Member served by the Aggregation Program other than the rate quoted above and a reasonable administrative fee for customers who opt out after the initial opt out process has concluded.
5. Disclosure: In bidding, the ARES shall disclose the percentage of the rate that is attributable to administrative services and the energy consultant's commission.
6. Opt Out notifications: Bidders shall describe the manner and time in which the Opt Out Notification process will be handled and the manner in which it communicates with ComEd to track customer participation in the Aggregation.
7. Mid-term customer additions. Bidders will describe how they will handle customers who want to join the Aggregation after the beginning of the Service Agreement, including customers who relocate within the Village and new customers who establish new electric service.
8. Qualifications: Bidders will demonstrate that they meet all of the qualifications listed in Section C below.
9. PIPP participation: Bidders will state whether they participate in the PIPP program. Bidders will also describe their process for notifying PIPP customers of the consequences of participating in the Aggregation.
10. Subcontractors: Bidders shall not employ any subcontractors other than as necessary for administrative tasks such as notices and printing, without the prior authorization of the Village. All subcontractors will be held to the same strict confidentiality standards applicable to the ARES and will be required to otherwise comply with the requirements of the Service Agreement. The use of subcontractors whether approved or unapproved will

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

11. Member Services: Bidders will describe how they will provide membership education, including Aggregation and Opt Out notices, how they will respond to customer inquiries, how they will communicate with the public regarding the Aggregation Program and any other ongoing consumer education efforts.
12. Confidentiality: Bidders must describe the controls they have in place to guarantee the confidentiality of customer information.
13. Customer Service: Bidders shall respond with information on how they will provide customer service to the Village.
14. New Accounts: Bidders will describe the process for adding new customer accounts to the Aggregation during the term of the Service Agreement.

**C. Qualification of Bidders**

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

1. Maintain a certificate of serviced authority from the State of Illinois as a certified retail electric supplier and any and all other licenses or certifications required by the ICC.
2. Register as a retail electric supplier with ComEd.
3. Maintain a Service Agreement for Network Integration Transmission Service under Open Access Transmission Tariff.
4. Maintain the necessary corporate structure to sell energy power supplies to the ComEd residential and small commercial retail customers in Oak Park.
5. Maintain an Electronic Data Interchange computer network that is fully functional at all times and includes back-up file saving systems, and is capable of handling the ComEd residential and small commercial retail electric customers in Oak Park.
6. Maintain the marketing ability to reach all ComEd residential and small commercial retail customers in Oak Park to educate them on the terms of the Aggregation Program and the Act, ensuring that marketing materials take into account multiple modes of communication including but not limited to regular mail using the Village's envelopes, email distribution lists, websites, social media and phone contact.
7. Maintain a call center capable of handling calls from Aggregation Members with a minimum number of ten (10) lines and a description of the command of authority to resolve issues.
8. Maintain a local or toll-free telephone number for customer service and complaints related to the Oak Park's Aggregation Program with a detailed plan for reaching multi-lingual customers or customers with disabilities.
9. Provide proof of the company's bond posting with the ICC.

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

**D. Bid Evaluation**

The Village will evaluate the bids on the following criteria:

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

**E. Award of Bid**

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

**VI. POWER SUPPLY SERVICE AGREEMENT**

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

- A. Term.** The Village's first Service Agreement shall be for a two-year period. Following the expiration of the term, the ARES will continue to provide electric service on a month-to-month basis at its then best rate until provided with 30 day written notice to discontinue providing service. If the Agreement is extended or renewed, Members will be notified by the Village as required by law and the rules of the ICC and IPA as to any change in rates or service conditions. The corporate authorities of the Village of Oak Park will have the discretion to set the length of any subsequent contract term.
- B. Rate.** The agreement shall specify the rates and the power mix as quoted in the proposal and shall specify any other charges or fees, such as a disconnection, opt out or opt in fee.
- C. Compliance With Requirement in the Bid.** The agreement shall require the ARES to maintain all required qualifications, and to provide all services required in the bid.
- D. Confidentiality of Customer Database.** The ARES shall preserve the confidentiality of all Aggregation Members' account information and shall agree to adopt and follow protocols to preserve that confidentiality. The ARES, as a material condition of any contract, shall not disclose, use, sell or provide customer account information to any person, firm or entity for any purpose outside the operation of this Municipal Aggregation Program. This provision will survive the termination of the agreement. The Village, upon receiving customer information from ComEd, shall be subject to the limitations on the disclosure of that information described in Section 2HH of the Consumer Fraud and Deceptive Practices Act, 815 ILCS 505/2HH.
- E. Non-Competition.** The ARES must agree not to solicit or contract directly with eligible Aggregation Program customers for service or rates outside the Aggregation Program and agrees not to use the Customer information for any other marketing purposes.
- F. Hold Harmless.** The ARES must agree to hold Oak Park financially harmless from any and all financial obligations arising out of its role as facilitator of the Municipal Aggregation.

- G. Additional Services.** The Agreement may provide that the ARES will assist the Village in developing a Member Education Plan and in the development of an Energy Efficiency program, or provide such other energy efficiency education services as may be mutually agreed upon by the parties.
- H. Reporting.** The agreement will provide that the ARES will provide the Village with such reports and information as required in this Plan.
- I. Costs.** All costs of the aggregation program development and administration will be paid by the ARES.

## **VII. IMPLEMENTATION PROCEDURES**

### **A. Development of Customer Database**

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

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

1. The customer is not located within the Village
2. The customer has a pre-existing agreement with another ARES;
3. The customer has free Com Ed service;
4. The customer has hourly rate Com Ed customer (real time pricing);
5. The customer is on Com Ed's electric heat rate;
6. The customer is on a Com Ed bundled hold.

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

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

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

The ARES shall treat all customers equally and shall not deny service to any customer in the Aggregation, or alter rates for different classes of customers other than by offering the two rates quoted in their bid for customers to select.

### **B. Maintenance of Accurate and Secure Customer Records**

The ARES will maintain a secure database of Customer Account Information. The database will include the ComEd account number, and ARES account number of each active Member, and other pertinent information such as rate code, rider code (if applicable), and usage and demand history. The database will be updated on an ongoing basis.

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

### **C. Opt-Out Process**

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

#### **1. Manner of Providing Notices and Information**

The ARES will be required to pay for printing and mailing of all Aggregation and Opt-Out Notices. The ARES will mail Aggregation and Opt Out Notices to the eligible account holders within the boundaries of Oak Park at the address provided with the Retail Customer Identification Information provided by ComEd.

#### **2. Content of Notice**

The Village and the ARES will agree to the format and contents of the Aggregation and Opt-Out Notice prior to distribution or mailing. The Notice will inform the electric account owner of the existence of the Aggregation Program, the identity of the ARES, the rates to be charged.

The Notice will also inform PIPP customers of the consequences of participating in the Aggregation. The Notice will provide a method for customers to Opt Out of the Aggregation Program. The Notice shall indicate that it is from the Village, and include the Village name and logo on the envelope. The Notice shall be signed by the Village Manager or his designee.

#### **3. Time to Respond**

Aggregation Members shall have thirty (30) calendar days from the postmark date on the notice to mail the Opt-Out card back to the ARES stating their intention to Opt Out of the Village Aggregation Program.

The time to respond shall be calculated based on the post mark date of the notice to the customer and the post mark date of the customer's response. The ARES may offer additional means of opting out, such as a toll-free number, website, smart device quick response code, email address or fax number, each of which must be received within 14 days from the post mark date on the Opt Out notice. Upon receipt of the opt-out reply, the ARES will remove the account from the Aggregation Program.

After the expiration of the thirty (30) day Opt Out period, the Customer list shall become final. All customers who have not opted out will be automatically enrolled in the Program. Customers will not need to take any affirmative steps in order to be included in the program.

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

4. Change of Address

Members who move from one location to another within the corporate limits of Oak Park shall retain their participant status.

**D. Notification to ComEd**

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

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

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

**E. Activation of Service**

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

**F. Billing**

Collection and credit procedures remain the responsibility of the Utility and the individual Aggregation Member. Members are required to remit and comply with the payment terms of ComEd. The Village will not be responsible for late payment or non-payment of any Member Accounts. Neither the Village nor the ARES shall have separate credit or deposit policies for Members.

**VIII. ADDITIONAL SERVICE TERMS AND CONDITIONS**

**A. Member Education**

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

**B. Universal Access**

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

**C. Customer Service**

The ARES will develop and administer a customer service process that, at a minimum is able to: (i) accommodate Member inquiries and complaints about energy supply and services; and (ii) answer questions regarding the Program in general. This process will include a local telephone number for customer inquiries; a description of how telephone inquiries will be handled; a description of how communications between the Village, the ARES and ComEd will

be reviewed for quality and timeliness; and a process by which the ARES can demonstrate meeting minimum customer service standards.

#### **D. Compliance with Laws**

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

#### **E. Reporting**

##### **1. Power Mix Reporting**

The ARES's will deliver quarterly reports to the Village and the Consultant which substantiate that: (a) it generated or purchased electricity with the claimed attributes in amounts sufficient to match actual consumption by the Aggregation Members; (b) the electricity was supplied to the interconnected grid serving the Aggregation Members; and (c) the same generated electricity was not sold to more than one consumer.

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

##### **2. REC Reporting**

The ARES will deliver reports that provide competent and reliable evidence to support the fact that it purchased properly certified RECS in a sufficient quantity to offset the non-renewable energy provided in the mix.

##### **3. Aggregation Reports**

The ARES will provide the Village with quarterly reports showing the number of Members participating in the Aggregation Program and the total cost for energy provided to the Aggregation as compared to the ComEd's default tariffed service rates. In addition, the ARES will report its efforts at member education.

#### **F. Termination of Service**

##### **1. End of Term**

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

##### **2. Early Termination**

The Village will have the right to terminate the agreement prior to the expiration of the term in the event the ARES commits any act of default. Acts of default include but are not limited to the following:

- a. Breach of Confidentiality regarding Customer information.
- b. The ARES becoming disqualified to perform the services by virtue of the lapse or revocation of any required license or certification listed as a qualification in the RFP.
- c. Com Ed's termination of its relationship with the ARES.
- d. Any act or omission which constitutes deception by affirmative statement or practice,



- or by omission, fraud, misrepresentation, or a bad faith practice.
- e. Billing in excess of the approved kWh rates and stated charges.
- f. Billing or attempting to collect any charge other than the approved kWh rates and contractually approved charges.
- g. Failure to perform at a minimum levels of customer service required by the Village.

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

The Village will provide the ARES with written notice of default in the event of any default listed under subsections e. through g., or any other event of default not listed above. The ARES and the Village will attempt to resolve any issues cooperatively within 7 business days. If the issue is not resolved, the Village will again notify the ARES in writing of its intention to terminate the agreement within 30 days if the issue is not resolved to the Village's satisfaction.

Upon termination for any reason, the Village will notify Com Ed to return the Aggregation Members to the default tariffed electric service.

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

#### **G. Jurisdiction**

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

#### **H. Limitation Of Liability**

The Village of Oak Park shall not be liable to Aggregation Members for any claims, however styled, arising out of the aggregation program or out of any Village act or omission in facilitating the Municipal Aggregation program.

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

### **IX. INFORMATION AND COMPLAINT NUMBERS**

Copies of this Plan will be available from the Village of Oak Park free of charge. Call Oak Park Village Hall at 708-383-6400 for a copy or for more information. Any electric customer, including any participant in Oak Park's aggregation program, may contact the Illinois Commerce Commission for information, or to make a complaint against the Program, the ARES or ComEd. The ICC may be reached toll free at 217-782-5793.



Attachment II: Power Supply Agreement

Power Supply Agreement  
AGREEMENT BY AND BETWEEN THE VILLAGE OF OAK PARK  
AND \_\_\_\_\_ TO PROVIDE  
FULL-REQUIREMENTS ELECTRICITY SUPPLY AND RELATED SERVICES  
FOR THE VILLAGE'S ELECTRIC AGGREGATION PROGRAM

This Agreement (*"Agreement"*) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 (*"Effective Date"*) between the **VILLAGE OF OAK PARK**, an Illinois home rule municipal corporation (*"Village"* or *"Oak Park"*) and \_\_\_\_\_, a \_\_\_\_\_ corporation (*"Supplier"*) (collectively also referred to as the *"Parties"*).

**RECITALS**

- A. The Village has established an Electricity Aggregation program (*"Program"*) pursuant to the Aggregation Ordinance and the Aggregation Statute, both as defined herein, and will conduct the Program as the opt-out program pursuant to the Aggregation Ordinance and the Aggregation Statute.
- B. In order to identify suppliers of electricity for the Program, the Village received conducted a sealed bid request for pricing.
- C. The Village conducted the procurement process pursuant to the bid package attached to and incorporated into this Agreement as **Exhibit A** (*"Bid Package"*).
- D. The Supplier was selected by the Village pursuant to its response to the Bid Package, which response is attached to this Agreement as **Exhibit B** (*"Bid Response"*) and the result of the electronic auction.
- E. The purpose of this Agreement is for the Supplier to provide Full-\_\_\_\_\_ Requirements Electricity Supply Services and the Program Implantation Services \_\_\_\_\_ (collectively, the *"Services"*) to all Eligible Customer who choose not to opt out of the Program throughout the Term of this Agreement at the Price set forth in **Exhibit C** (*"Price"*).
- F. Supplier acknowledges and agree that it has the certifications, authorizations, qualifications, and approvals necessary pursuant to the Requirements of Law to sell Full-Requirements Electricity Supply to Eligible Customers pursuant to the Agreement, including without limitations that:
1. Supplier is certified by the Illinois Commerce Commission as a Retail Electric Supplier and is authorized to sell Full-Requirements Electricity Supply to customers in the State of Illinois utilizing the existing transmission and distributions cysts of ComEd within the service areas of ComEd;
  2. Supplier is currently registered with ComEd to serve residential and small commercial customers under Rate RESS – Retail Electric Supplier Service with Rider PORCB – Purchase of Receivables and Consolidated Billing; and
  3. Supplier has at least three years continuous experience as a Retail Electric Supplier providing Full-Requirements Electricity Supply to at least 25,000 residential and commercial customers.

G. Supplier acknowledges and agrees that it will provide the Services, including without limitation Full-Requirement Electricity Supply to all Participating Customers, pursuant to the Bid Package, the Bid Response, this Agreement, and the Requirements of Law.

H. The Village desires to enter into this Agreement with Supplier to provide Full-Requirements Electricity Supply by the Supplier to all Eligible Customers pursuant to the Program.

## AGREEMENT

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements contained herein, the Village and the Supplier do hereby 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

1. “**Aggregate**” mean the total number of Eligible Customer in the Village.
2. “**Aggregation Ordinance**” means that certain ordinance adopted by the Village on May 28, 2013 as Ordinance Number 2013-29 authorizing the Program.
3. “**Aggregation Statute**” mean Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92.
4. “**Bid Package**” means the response submitted by the Supplier to the Bid Package, which is attached to this Agreement as Exhibit A.
5. “**Bid Response**” means the response submitted by the Supplier to the Bid Package, which is attached to this Agreement as *Exhibit B, and the winning bid.*
6. “**Billing Service**” means those services described in Section 4.4 of this Agreement, including all subsections of Section 4.4.
7. “**ComEd**” mean Commonwealth Edison.
8. “**Compliance Services**” means those services identified in Section 4.5 of this Agreement, including all subsections of Section 4.5.
9. “**Confidential Information**” is defined in Section 9.1 of this Agreement.
10. “**Customer Information**” means that certain information that the Electric Utility is required to provide to the corporate authorities of the Village pursuant to the Aggregation Statute without those names and addresses of residential and small commercial retail customers in the Aggregate area that are reflected in the Electric Utility’s records at the time of the request.
11. “**Data**” is defined in Section 9.2 of this Agreement.
12. “**Electric Utility**” means ComEd.
13. “**Eligible Customers**” means residential and small commercial electricity customers receiving Full-Requirements Electricity Supply within the Village who are eligible to participate in the Program pursuant to the Aggregation Statute and the Requirement of Law, and as determined by the parameters defined in Exhibit C of this Agreement by the supplier and mutually agreed

to by Supplier and Municipality.

14. “**Energy**” means generated electricity.
15. “**Enrollment Services**” means those services described in Section 4.3 of this Agreement including all subsections of Section 4.3.
16. “**Extended Term**” is defined in Section 5.1 of this Agreement.
17. “**Force Majeure Event**” is defined in Section 7.1 of this Agreement.
18. “**Full Requirements Electricity Supply**” means all services or charges necessary to provide the continuous supply of electricity to all Eligible Customers, including: without limitation, energy, capacity, losses, renewable portfolio standard (RPS) charges, imbalances, load factor adjustments, transmission costs, congestion charges, marginal losses, ancillary services, applicable taxes, and any additional necessary services or charges.
19. “**Full-Requirements Electricity Supply Services**” means those portions of the Services described in Section 4.1 of this Agreement, including all subsections of Section 4.1.
20. “**ICC**” means the Illinois Commerce Commission.
21. “**Independent System Operator**” or “**ISO**” means that certain independent system operator for the Electric Utility established pursuant to Section 16-126 of the Public Utilities Act, 220 ILCS 5/16-626.
22. “**Joint Power Supply Bid**” means the bidding process conducted by the Village to identify a Supplier.
23. “**New Customers**” are defined in Section 4.3.9 of this Agreement.
24. “**Opt-Out Notice**” means the notices described in Section 4.2.1.1 of this Agreement and provided to Eligible Customers informing them of their ability to opt-out of the Program pursuant to the Act and the Requirements of Law.
25. “**Opt-Out Period**” means the time prior to the implementation of the Program during which Eligible Customers may choose not to participate in the Program pursuant to the Act and the Requirements of Law.
26. “**Opt-Out Process**” is defined in Section 4.2.1 of this Agreement.
27. “**Participating Customers**” means those Eligible Customers who do not opt out of the Program and are not Special Billing Customers.
28. “**Plan of Governance**” or “**POG**” means that certain Plan of Governance approved by the Village pursuant to the Aggregation Statute.
29. “**Point of Delivery**” means the point specified by the Electric Utility at which Supplier must deliver the Full-Requirement Electricity Supply to the Electric Utility for distribution to Participating Customers.
30. “**Price**” means the price expressed in cents per kilowatt-hour at which the Supplier will provide the Services as set forth in Exhibit C to this Agreement.
31. “**Program**” means the electricity aggregation program operated by the Village in accordance with the Aggregation Statute and authorized by the Aggregation Ordinance, to aggregate residential and small commercial retail electrical loads located within the corporate limits of the Village for the purpose of soliciting and entering into service agreement to facilitate for those loads the sale and purchase of Full-Requirements Electricity Supply and related Services.

32. “**Program Implementation Services**” means those portions of the Services described in Section 4.2 of this Agreement, including all subsections of Section 4.2.
33. “**Requirements of Law**” means the Aggregation Ordinance, the Aggregation Statute, Illinois Public Utilities Act, The Illinois Consumer Fraud Act, the Plan of Governance, the Intergovernmental Agreement, the rules and regulations and final decisions of the ICC, the rules, regulations, and tariffs applicable to the Electric Utility and the Independent System Operator, and all other applicable federal, state, and local laws, orders, rules, and regulations.
34. “**Retail Electric Supplier**” or “**RES**” means an “alternative retail electric supplier” as that term is defined in Section 16-102 of the Public Utilities Act, 220 ILCS 5/16-102.
35. “**Services**” means the Full-Requirements Electricity Supply Services, Program Implementation Services, Enrollment Services, Billing Services, and Compliance Services provided in Article 4 of this Agreement.
36. “**Special Billing Customers**” are defined in Section 4.3.8 of this Agreement.
37. “**Supplier**” means \_\_\_\_\_, or its lawful successor, transferee, designee, or assignee thereof.
38. “**Tariffed Service**” means the applicable tariffed services provided by the Electric Utility as required by 220 ILCS 5/16-103 and defined in its rates on file with the ICC pursuant to Article IX of the Public Utilities Act, 220 ILCS 5/9-101 et seq.
39. “**Term**” is defined in Section 5.1 of this Agreement.
40. “**Village**” means the Village of Oak Park.
41. “**Withdrawing Customer**” is defined in Section 4.3.6 of this Agreement.

### ARTICLE 3: PROGRAM RESPONSIBILITIES

#### 3.1 Village Responsibilities.

3.1.1 Customer Information. Supplier and Village shall cooperate to obtain the Customer Information from ComEd and current supplier, if applicable, subject to the limitation on disclosure of the Customer Information established by the Requirements of Law, including without limitation the Aggregation Statute, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, and Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505-2HH.

3.1.2 Notices from ComEd. The Village shall promptly forward to Supplier any notice received by the Village from ComEd concerning the accounts of Participating Customers.

3.1.3 No Village Obligations to Provide Services. The parties acknowledge that the Village is not responsible to provide, and this Agreement shall not be construed to create any responsibility for the Village to provide, the Services to any person or entity, including without limitation the Supplier, the Electric Utility, the ISO, Eligible Customers, Special Billing Customers, or Participating Customers.

3.1.4 No 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 Village to any other person or entity, including without limitation the Supplier, the Electric Utility, the ISO, Eligible Customers, Special Billing Customers, or Participating Customers.

### 3.2 Supplier Obligations.

3.2.1 Provision of Services. The Supplier will provide all of the Services described in Article 4 of this Agreement throughout the Term, including but not limited to the provision of sufficient Full-Requirements Electricity Supply to allow the Electric Utility to deliver and distribute uninterrupted electric service to all Participating Customers. The Supplier acknowledges and agrees that the Village is not responsible to provide, and shall not be liable to the Supplier or any Eligible Customer for any failure to provide, any Services pursuant to this Agreement.

3.2.2 Compliance with the Requirements of Law. Supplier shall comply with all the terms and conditions of the Requirements of Law. To the extent that Requirements of Law require action or support by the Village, the Village shall complete such action or provide such support within a reasonable timeframe.

## ARTICLE 4: SUPPLIER SERVICES

4.1 Full-Requirements Electricity Supply: The Supplier must supply the following Full-requirements Electricity Supply Services as provided in this Section 4.1.

### 4.1.1 Scheduling, Transmission and Delivery of Full-Requirements Electricity Supply.

4.1.1.1 Generally. The Supplier shall take all actions necessary to arrange for the scheduling, transmission, and delivery of Full-Requirements Electricity Supply to the Electric Utility for distribution to all Participating Customers.

4.1.1.2 Scheduling. Supplier shall schedule the Full-Requirements Electricity Supply for distribution as required by the ISO and the Electric Utility.

4.1.1.3 Distribution and Transmission Rights. Supplier will arrange for necessary distribution and transmission rights necessary for the delivery of the Full-Requirements Electricity Supply to the Electric Utility hereunder.

### 4.1.1.4 Transmission and Delivery to Electric Utility.

4.1.1.4.1 Transmission and Delivery. Supplier will cause to be transmitted and deliver to the Electric Utility at the Delivery Point sufficient energy to provide continuous Full-Requirements Electricity Supply to all Participating Customers. The Village acknowledges that the Electric Utility, and not the Supplier, is responsible for the distribution of the Full-Requirements Electricity Supply to the Participating Customers after delivery by the Supplier to the Delivery Point, and that Supplier does not take responsibility for the distribution of the Full-Requirements Electricity Supply to Participating Customers after the Supplier provides Full-requirements Electricity Supply to the Point of Delivery.

4.1.1.4.2 Failure of Delivery. Supplier acknowledges and agrees that if the Supplier fails to provide the Full-Requirements Electricity Supply to this Agreement, including without limitation if Supplier fails to schedule all or part of the Full-Requirements Electricity Supply for any Participating Customer, Supplier shall be solely responsible for any additional costs, charges, or fees incurred because of such failure, and shall not pass through any such additional costs, charges, or fees to Participating Customers.

4.1.2 Pricing. Except as provided in Section 7.2 of this Agreement, the Supplier shall receive the Price in full payment for all Services, and shall not be entitled to any additional costs, adjustments, charges, fees, or any other payment or compensation. Nothing in this Section prevents Supplier from charging Price as it changes from time to time according to the terms of Exhibit C.

4.1.3 **Intentionally Left Blank**

4.1.4 Billing. The Village acknowledges and agrees that ComEd will bill Participating Customers for the price of the Full-Requirements Electricity Supply as part of its billing for the distribution of such supply, and that the Supplier shall not be responsible for billing Participating Customers.

4.2 Program Implementation Services. The Supplier must supply the following Program Implementation Services as provided in this Section 4.2:

4.2.1 Opt-Out Process. Supplier, at its sole cost and expense, shall assist the Village to administer the process by which Eligible Customers are provided with the opportunity to opt-out of the Program prior to its implementation (the “*Opt-Out Process*”), including, but not limited to, the following:

4.2.1.1 Opt Out Notices. Supplier, at its own expense, shall assist the Village in mailing form Opt-Out Notices to all Eligible Customer as required pursuant to the Requirement of Law. Opt-Out Notices must include all information required pursuant to the Requirement of Law, including without limitation the terms and conditions of participation in the Electric Aggregation Program, the cost to the Customer of Full-Requirements Electricity Supply under the Program, the methods by which the Customers may opt-out of the Program, and the length of the Opt-Out Period. The Opt-Out Notices must prominently include the toll-free telephone number and secure website described in Section 4.2.1.3. The form and content of the Opt-Out Notices must be approved by the Village prior to mailing.

4.2.1.2 Notice to Special Billing Customers. The Village acknowledges and will certify to Supplier that it will provide notices to Special Billing Customers concerning the Program, the Price, the rates charged to the Special Billing Customers under their existing service, and the opportunity for the Special Billing Customers to opt-in to the Program as provided in section 4.3.9 of this Agreement.

4.2.1.3 Toll-Free Number and Secure Website. In addition to receiving completed Opt-Out Notices from Eligible Customers by mail, the Supplier shall, at its own expense, provide, operate, and maintain a toll-free number and secure website for the use of Eligible Customer to opt-out of the Program. The toll-free number must be operational during normal business hours and the secure website must be operational 24 hours a day, seven days a week during the Opt-Out Period. The Opt-Out Notices must prominently include both the toll-free number and the internet address of the secure website.

4.2.1.4 Reporting. During the Opt-Out Period, Supplier is responsible for receipt of all Opt-Out notices. Supplier must assemble, track, and report to the Village concerning the delivery and receipt of all Opt-Out Notice to and from Eligible Customers, including without limitation providing the Village with complete information concerning all Eligible Customers who choose to opt-out of the Program whether by mail, the toll-free telephone number, or the secured website.



4.2.2 Required Disclosures. Supplier shall provide Eligible Customers with all information required to be disclosed to eligible Customers concerning Full-Requirements Electricity Supply and the program pursuant to the Requirements of Law, including without limitation all information required to be included in the Opt-Out Notices. Such disclosures shall also include the Terms and Conditions and Uniform Disclosure Statement attached in Exhibit E.

4.2.3 Disclosures to Commission. The Municipality agrees to provide such assistance as is necessary for Supplier to provide to the ICC pursuant to 83 Ill. Admin. Code 470.200(a) required information within three business days of the signing of this Agreement.

4.3 Enrollment Services. The Supplier must supply the following Enrollment Services provided in this Section 4.3:

4.3.1 Record of Participating Customers. Following the completion of the Opt-Out Period, the Supplier shall be responsible to compile a complete list of all Participating Customers and those Eligible Customers who have opted out of the Program, and shall ensure that no eligible Customers who have opted out are enrolled in the Program.

4.3.2 Enrollment. Upon completion of the Opt-Out Process and the identification of all Eligible Customers who have opted out of the Program, the Supplier shall, at its sole cost and expense, take all actions necessary to enroll Participating Customer in the program pursuant to the Requirements of Law.

4.3.3 Term of Enrollment. Participating Customers who do not opt out of the Program shall be enrolled in the Program by the Supplier at the end of the Opt-Out Period, and shall remain enrolled in the Program until the end of the Term, unless the Agreement is terminated pursuant to its terms or the Participating Customer withdraws from the Program pursuant to Section 4.3.6 of this Agreement.

4.3.4 Direct Access Service Request. The Supplier shall submit a direct access service request to ComEd for each Participating Customer in compliance with the “standard switching” subsection of Rate RDS – Retail Delivery Service, in order to allow Full-Requirements Electricity Supply to commence following the Village’s implementation schedule which is attached as *Exhibit E (“Implementation Schedule”)*.

4.3.5 Payment of Switching Fees. The Supplier shall pay, on behalf of each Participating Customer, any switching fee imposed by the Electric Utility related to the enrollment of a Participating Customer in the Program.

4.3.6 Withdrawal by a Participating Customer. For Participating Customers who notify the Supplier after the completion of the Opt-Out Period that the Participating Customers desires to withdraw from the Program (“*Withdrawing Customer*”), the Supplier must, at the direction of the Participating Customer drop the Participating Customer from service with Supplier.

4.3.7 Customer Service Inquiries. After completion of the Opt-Out Period, Supplier must maintain and operate a toll-free telephone number and internet website for the purpose of receiving questions and comments from Participating Customers concerning the Full-Requirements Electricity Supply. The Supplier may inform Participating Customers that questions about the delivery and billing of the Full-Requirements Electricity Supply should be directed to ComEd. Customer must promptly and courteously address customer service inquiries, as reasonably determined by the Village.

4.3.8 Special Billing Customers. Subject to the Requirements of Law and due to the minimal and/or fixed nature of their existing billing rates, the following Eligible Customers shall not be automatically enrolled in the Program, but may subsequently elect to enroll in the Program as

New Customers pursuant to Section 4.3.9 of this Agreement. To the extent that notice is sent, the Municipality agrees to verify in writing that such notice complies with 83 Ill. Admin Code 470.240 (Rate RDS) and 470.250 (Rate BESH).

a. Any Eligible Customer in the residential customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates and riders:

- Rate BESH – Basic Electric Service Hourly Pricing
- Rate RDS – Retail Delivery Service
- Rider POGNM – Net Metering

b. Any Eligible Customer in the commercial customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:

- Rate BESH – Basic Electric Service Hourly Pricing
- Rate RDS – Retail Delivery Service
- Rider POGNM – Net Metering

(collectively, the “*Special Billing Customers*”)

4.3.9 New Customers. After the commencement of the Program and the enrollment of Participating Customers, the Supplier shall, at the request of the Village or of a New Customer, as defined in this Section 4.3.9 immediately enroll the following customers in the Program and provide Full-Requirements Electricity Supply to those customers at the Price:

- a. Any Eligible Customer within the Village that moves to a new location within the Village;
- b. Any Eligible Customer that moves into an existing or new facility within the Village.
- c. Any Eligible Customer that previously opted out of the Program during the Opt-Out Period; and
- d. Any Eligible Customer that was inadvertently omitted from the list of Participating Customers and not enrolled in the Program (collectively, the “*New Customers*”).

4.4 Billing Services. The Supplier must supply the following Billing Services as provide in this Section 4.4:

4.4.1 Billing Generally. Supplier shall confirm that billing to Eligible Customer will be provided by ComEd under a consolidated billing format pursuant to “Rider PORCB – Purchase of Receivables and Consolidated Billing,” and pursuant to the Requirements of Law.

4.4.2 Customer Classes. Participating Customer shall be categorized within either the residential or commercial customer classes according to the applicable rates under which they received electricity supply from ComEd prior to participating in the Program.

4.4.2.1 Residential Customer Class. The residential customer class shall include Participating Customer taking service from ComEd under the following rates:

- *Residential Single Family without Electric Space Heat Delivery Class*

- *Residential Multi Family without Electric Space Heat Delivery Class*
- *Residential Single Family with Electric Space Heat Delivery Class*
- *Residential Multi Family with Electric Space Heat Delivery Class*

4.4.2.2 Commercial Customer Class. The commercial customer class shall include those Participating Customers taking service from ComEd under the following rates and consuming less than 15,000 kWh in the prior year as determined by ComEd:

- *Watt-Hour Delivery Service*
- *Small Load Delivery Service*

4.5 Compliance Services. The Supplier shall assist the Village in complying with any current or future Requirements of Law concerning the operation of the Program, including without limitation the provision of the report or other information as the Village may reasonably request from time to time.

4.6 Green Energy Alternative. The Supplier shall offer on an opt-in basis a 100% green energy national renewable energy credits ("**REC**") alternative to all Eligible Program participants pursuant to this Agreement at the price indicated in Exhibit B for the term of this Agreement.

## ARTICLE 5: TERM

5.1 Term. This Agreement shall take effect on the Effective Date as defined herein and shall expire on the \_\_\_\_\_ meter read dates (the "**Term**"). The Village and the Supplier may extend the Term for additional periods of up to 3 years for each extension, by written agreement approved and executed by each of them (each an "**Extended Term**"). Nothing in this Article 5 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 Village to the Supplier will continue beyond the Term or an Extended Term.

## ARTICLE 6: REMEDIES

6.1 Village's General Remedies. In addition to every other right or remedy provided to the Village under this Agreement, if the Supplier fails to comply with any of the provisions of this Agreement (for reasons other than an order, rule, or regulations of a governmental agency or court having jurisdiction over the Supplier and this Agreement) then the Village may give notice to the Supplier specifying that failure. The Supplier shall have 15 calendar days after the date of that notice to take all necessary steps to fully comply fully with this Agreement, unless (a) this Agreement specifically provides for a shorter cure period or (b) an imminent threat to the public health, safety, or welfare arises that requires a shorter cure period, in which case the notice must specify the cure period, or (c) compliance cannot be reasonably be achieved within 15 calendar days but the Supplier promptly commences a cure and diligently pursues the cure to completion. If the Supplier fails to promptly commence a cure and diligently pursue the cure to completion, then the Village, subject to the limits of applicable federal or State of Illinois law, may take any one or more of the following actions:

- a. Seek specific performance of any provision of this Agreement or seek other equitable relief, and institute a lawsuit against the Supplier for those purposes.
- b. Institute a lawsuit against the Supplier for breach of this Agreement and seek remedies and damages as the court may award.

c. In the case of noncompliance with a material provision of this Agreement, declare this Agreement to be terminated in accordance with the following:

(1) The Village will give written notice to the Supplier of the Village's intent to terminate this Agreement ("***Termination Notice***"). The notice will set forth with specificity the nature of the noncompliance. The Supplier will have 30 calendar days after receipt of the notice to object in writing to termination, to state its reasons for that objection, and to propose a remedy for the circumstances. If the Village has not received a response or any remedy proposed by the Supplier, then the Village will conduct a hearing on the proposed termination. The Village will serve notice of that hearing on the Supplier at least 10 business days prior to the hearing, specifying the time and place of the hearing and state the Village's intent to terminate this Agreement.

(2) At the hearing, the Supplier will have the opportunity to state its position on the matter, present evidence, and question witnesses. Thereafter, the Village will determine whether or not this Agreement will be terminated. The hearing must be public and held on the record.

(3) The decision of the Village must be in writing and delivered to the Supplier by certified mail.

If the rights and privileges to the Supplier under this Agreement are terminated, then the Supplier, within 14 calendar days after the Village's demand, must reimburse the Village for all costs and expenses incurred by the Village, including, without limitation, reasonable attorney's fees, in connection with that termination of rights or with any other enforcement action undertaken by the Village.

6.2 Supplier's General Remedies. In addition to every other right or remedy provided to Supplier under this Agreement, if the Village breaches to perform any of its Responsibilities or duties contained in this Agreement in any material respect, which are not otherwise excused by any other provision of this Agreement or are not cured in all material respects within fifteen (15) days, or if any Representatives or Warranties made by the Village are untrue when made, then Supplier shall have the right to terminate this Agreement, at which time Participating Customers may be moved back to Tariffed Service and Supplier can seek, along with any other remedy available at law or in equity, reimbursement for all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Supplier in carrying out its duties under this Agreement.

## **ARTICLE 7: FORCE MAJEURE EVENTS; REGULATORY EVENTS AND ADDITIONAL CHARGES, TAXES OR LEVIES**

7.1 Force Majeure Events. The Supplier shall not be held in default under, or in noncompliance with, the provisions of the 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 strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado, or any other catastrophic act of nature, labor disputes, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Supplier's ability to anticipate or control. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

7.2 Regulatory Event. A "Regulatory Event" shall mean any time that any branch, agency,

instrumentality, or court of the federal, regional (interstate), state, regional (inter-municipality), or local government takes an action that: (1) alters the market rules under which Supplier operates, including the magnitude or allocation of costs to Supplier, and (2) is applicable to similarly situated RES. For the purposes of this Agreement, "Regulatory Event" shall not include mere changes in market prices for any component of Full-Requirements Electric Supply Services but would include changes in market prices due to changes in regulation of such components. For the avoidance of doubt, 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, 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, (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. **New Taxes/Legislative or Regulatory Charges/Surcharges.** Any new charges/surcharges, tax or increases in such tax, or an application of such tax to a new or different class of parties, which is enacted or levied on the Supplier, not recoverable by Supplier from Participating Customers pursuant to Section 7.3 below, and effective after the Execution Date, except federal and state income taxes, employee taxes or other taxes assessed against the business of the Supplier or the delivery of services under this Agreement.

**7.3 Occurrence of Regulatory Event.** In the occurrence of a Regulatory Event that results in the imposition of a generally applicable additional charge, tax, or levy upon Supplier, and similarly situated RES, then Supplier will adjust the Price to reflect such additional charge, tax, or levy by the following procedure:

- a. The Supplier shall provide written notice to the Municipality within 15 days after the occurrence of such action or inaction, of: (i) the nature of the action or inaction; (ii) the adjustment of the Price for the applicable Term and (iii) the date on which the price adjustment will become effective.
- b. Within 15 days after receipt of the notice described in Section 7.3(a), the Municipality shall have the right to request a meeting with the Supplier to review the action or inaction, and the price adjustment, identified by the Supplier. The Supplier and the Municipality shall meet within five business days after delivery of such request to the Supplier and shall cooperate in good faith to resolve any dispute regarding the price adjustment. Provided that nothing herein shall prevent the price adjustment from becoming effective on Participating Customers bills on the date noticed pursuant to 7.3(a) above.
- c. The Supplier shall continue to provide the Services during any such negotiations, unless prohibited by law or regulation. This Section 7.3 shall not apply to any fine or penalty assessed against the Supplier as a result of any failure by the Supplier to comply with applicable laws and regulations.

## **ARTICLE 8: INDEMNIFICATION AND INSURANCE**

### **8.1 Indemnification.**

8.1.1 The Supplier shall indemnify, hold harmless and defend the Village, its officers, employees, agents, and attorneys, from and against any injuries, claims, demands, judgements, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising in the course of the Supplier's provision of the Services to the extent of fault of the Supplier, including the Supplier's negligent acts, errors or omissions. This duty shall survive for all claims made or actions filed within one (1) year following either the expiration or earlier termination of this Agreement. The Village shall give the Supplier timely written notice of its obligation to indemnify and defend the Village after the 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 Supplier and/or the Village. Nothing herein shall be construed to limit the Supplier's duty to indemnify the Village by reference to the limits of insurance coverage described in this Agreement.

8.1.2 The Village shall indemnify, hold harmless and defend the Supplier, its officers, employees, agents, and attorneys, from and against any injuries, claims, demands, judgements, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising in the course of the Supplier's provision of the Services to the extent of fault of the Village, including the Village's negligent acts, errors or omissions. This duty shall survive for all claims made or actions filed within one (1) year following either the expiration or earlier termination of this Agreement. The Supplier shall give the Village timely written notice of its obligation to indemnify and defend the Supplier after the Supplier'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 Supplier and/or the Village.

8.2 Insurance. Contemporaneous with the Supplier's execution of this Agreement, the Supplier shall provide certificates and policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverage and limits as set forth in Exhibit D ("Insurance") to this Agreement. For good cause shown, the Village Manager, or the Manager's 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 Village Manager, the Manager's designee may impose in the exercise of the Manager's sole discretion. Such certificates and policies shall be in a form acceptable to the Village or from companies with 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 be effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Village. The supplier shall, at all times during the term of this Agreement, maintain and keep in force, at the Supplier's expense, the insurance coverages provided above.

8.3 Liability. Except as otherwise specifically provided herein, in no event will either Party be liable under this Agreement to the other Party, to a participating customer or third party for any incidental, indirect, special consequential or punitive damages in connection with or arising out of any performance or non-performance of this Agreement or any event of default, regardless of whether such claims are based on breach of warranty, tort (including but not limited to negligence of any degree), strict liability, contract, operation of law, equity or otherwise.

## ARTICLE 9: CONFIDENTIAL INFORMATION

9.1 Confidential Information. All information and data disclosed by either Party to the other Party are developed or obtained under this Agreement must be treated by the other Party as proprietary

and confidential information ("Confidential Information"). A Party must not disclose Confidential Information without the other Party's prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of the Services. The obligations under this Section 9. Do not apply to Confidential Information that is (i) in the public domain without breach of this Agreement. (ii) developed by a Party independently from this Agreement. (iii) received by a Party on a non-confidential basis from others who had a right to disclose the information, (iv) required by law to be disclosed, but only after prior written notice has been received by the disclosing Party and the disclosing Part has had a reasonable opportunity to protect disclosure of the Confidential Information. The Village hereby agrees, unless otherwise required by the Illinois Freedom of Information Act or other applicable law or regulation, to keep all Confidential Information confidential and not to, directly or indirectly, disclose or reveal to any third party, reproduce, or utilize for its own benefit, other than pursuant to this Agreement, any Confidential Information and any information derived therefrom. The Village further agrees to immediately notify Supplier in writing in the event it discovers any unauthorized disclosure of Confidential Information and agrees to take all reasonable steps to preserve the confidentiality of Confidential Information. The Village shall assume responsibility that its agents, representatives, elected officials, officers, and employees will similarly preserve Confidential Information and agree to limit access to Confidential Information to only those agents, representatives, elected officials, officers and employees that have bona fide need to know Confidential Information. The Village agrees that upon termination of this Agreement, the Village will discontinue all use of Confidential Information and, at no cost to Supplier, promptly return all Confidential Information received by it during the Term and any information derived therefrom. The confidentiality obligations of the Village under this section shall survive termination of this Agreement. The Village also agrees that its obligations under this Article 9 shall also apply to any confidential information or trade secrets of any third party with whom Supplier has agreed to keep confidential and not disclose, and which the Village has actual or constructive notice of such agreement.

9.2 Ownership of Data and Documents. All data and information, regardless of format, developed or obtained under this Agreement ("*Data*"), other than the Supplier's confidential information, will be and remain the sole property of the Village. The Supplier must promptly deliver all Data to the Village at the Village's request. The Supplier is responsible for the care and protection of the Data until that Delivery. The Supplier may retain copies of the Data for the Supplier's records subject to the Supplier's continued compliance with the provisions of this Agreement and Supplier's compliance with Requirements of Law, including record retention requirements.

## **ARTICLE 10: MISCELLANEOUS**

10.1 Notices. Any notices, requests or demand regarding the services provided under this Agreement and the Attachments shall be deemed to be properly given or made (i) if by hand delivery, in 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 other Party.

**To the Village:**

Village Manager  
Village of Oak Park  
123 Madison Street  
Oak Park, Illinois 60302

**To Supplier:**

**With a copy to:**

Village Attorney  
Village of Oak Park  
123 Madison Street  
Oak Park, Illinois 60302

**With a copy to:**

10.2 Entire Agreement. This Agreement, including all Attachments hereto, contains all of the terms and conditions of this Agreement reach by the Parties, and supersedes all prior oral or written agreement with respect to this Agreement. This Agreement may not be modified, amended, altered, or supplemented, except by written agreement signed by all Parties hereto. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed on writing by the Party making the waiver.

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

10.4 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.

10.5 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

10.6 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms in the Exhibits hereto, the provisions of the Agreement shall control. The obligations of the Supplier and Participating Customers including without limitation, renewal terms with the Participating Customers, as set forth in Exhibit F, shall govern the relationship between Supplier and Participating Customers upon termination of the Agreement.

10.7 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.

10.8 Venue. Except as to any matter within the jurisdiction of the Illinois Commerce Commission, 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, Cook 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.

10.9 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.

10.10 No Waiver of 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.

10.11 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.

10.12 Authority to Sign Agreement. Supplier warrants to the Village that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of the Supplier warrants to the Village that he is authorized to execute this Agreement in the name of the Supplier.

10.13 Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Village and the Supplier and their respective successors, grantees, lessees, and assigns throughout the Term of this Agreement.

10.14 Non-Assignability. This Agreement shall not be transferred or assigned by either Party without the express written authorization of the other Party, which consent shall not be unreasonably withheld.

10.15 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.

10.16 Effective Date. AS used in this Agreement, the Effective Date of this Agreement shall be the date that the Village Manager for the Village of Oak Park executed this Agreement as set forth below.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –  
SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement to be effective on the date first written above.

**VILLAGE OF OAK PARK**

**[SUPPLIER]**

---

Name: Kevin J. Jackson

Title: Village Manager

Date:

---

Name:

Title:

Date:

**ATTEST:**

**ATTEST:**

---

Name: Christina M. Waters

Title: Village Clerk

Date:

---

Name:

Title:

Date:

EXHIBIT A: BID PACKAGE

EXHIBIT B: BID REPSONSE

EXHIBIT C: ELIGIBLE CUSTOMER PRICE AND SPECIAL SERVICES

## EXHIBIT D – INSURANCE COVERAGES

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 with coverage written on a "claims-made" basis and with limits no less than:

\$2,000,000 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 (must expressly cover the indemnity provisions of the Contract).

D. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must 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 a loss.

E. Owner as Additional Insured. The Village and its officers, officials, employees, volunteers and agents shall be named as additional insureds on all policies except for the worker's compensation

Each such additional insured endorsement shall indemnify the Village as follows: the Village of Oak Park and its officers, officials, employees, volunteers and agents are additional insureds on all policies except for workers' compensation.



### Attachment III: Pricing Forms

## FORM A: Village of Oak Park Fixed Price Proposal Form

Bidder Name: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

BIDDER MUST AGREE TO PROVIDE ITS PROPOSED PRICES TO ELIGIBLE ACCOUNTS LOCATED WITHIN THE VILLAGE			
Total Fixed Price Proposals: Bidders are to indicate the total supply price for which they will provide energy supply, program management, and other services through the Power Supply Agreements with the Village members.			
Option	Description	Total Fixed Price (\$/MWh)	Municipal Contribution (\$/Month)
Total Fixed Price Structure.	<p><u>For RFP Response:</u> Bidder provides a Total Fixed Price (\$/MWh) for all electricity load (supply, capacity, transmission, ancillary services) plus program services and vendor margins over various periods for the Village. Additionally, the Bidder must provide a monthly value for a Municipal Contribution to the Village.</p> <p><u>If Bidder is Selected:</u> The Village and Consultant will request and receive from the selected Vendor daily fixed price market quotes for the periods noted. The daily market price quotes will include the unit costs of energy supply, capacity, transmission and ancillary services plus program management services to the Village that day. The daily market price quotes will be reviewed by the Consultant to establish whether the pricing is: (i) consistent with market prices and tariffs; and (ii) consistent with Agreement terms. If the daily market price quote is deemed unacceptable, the Village municipalities will not be obligated to accept the pricing. If the daily market price quote is deemed acceptable by the Consultant, the Consultant will inform the Village Designee of the price and pricing components and recommend acceptance. If accepted, a representative of each Village member municipality will affirm acceptance of the Total commodity price verbally and in writing to the selected Vendor on the same day.</p>	12 Months:	12 Months:
		24 Months:	24 Months:
		36 Months:	36 Months:

## FORM B: Village of Oak Park ComEd Energy Supply Price Match Proposal Form

Bidder Name: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

BIDDER MUST AGREE TO PROVIDE ITS PROPOSED PRICES TO ELIGIBLE ACCOUNTS LOCATED WITHIN THE VILLAGE			
ComEd Energy Supply Match Price Match Proposals: Bidders are to indicate the total supply price for which they will provide energy supply, program management, and other services through the Power Supply Agreements with the Village members.			
Option	Description	Confirmation to Provide ComEd Energy Supply Price Match	Municipal Contribution (\$/Month)
ComEd Energy Supply Match Price Structure.	<u>For RFP Response:</u> Bidder confirms that it will provide a pricing structure that guarantees that eligible customers will receive the price offered each month by Commonwealth Edison's Price to Compare (Purchased Electricity Charge plus Transmission plus Purchased Electricity Adjustment). Additionally, the Bidder must provide a monthly value for a Municipal Contribution to the Village.	Initial to confirm ability to match the ComEd Energy Supply Price for 12 months:_____	12 Months:
		Initial to confirm ability to match the ComEd Energy Supply Price for 24 months:_____	24 Months:
		Initial to confirm ability to match the ComEd Energy Supply Price for 36 months:_____	36 Months:

## FORM C: Village of Oak Park Carbon Offsets Proposal Form

Bidder Name: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

BIDDER MUST AGREE TO PROVIDE ITS PROPOSED PRICES TO ELIGIBLE ACCOUNTS LOCATED WITHIN THE VILLAGE					
Option	Description	Proposed Source of Carbon Offsets	12 Month Term	24 Month Term	36 Month Term
Additional Carbon Offsets (50% mix)	Bidder provides volumes of Carbon Offsets equal to 50% of annual Program load volume (where 1 Carbon Offset equals 1 ton of CO <sub>2</sub> Equivalent). These volumes of Carbon Offsets are provided at a fixed unit price (\$/Carbon Offset) that is additional to the Fixed Price Offer price indicated on Form A.		\$_____ /Carbon Offset	\$_____ /Carbon Offset	\$_____ /Carbon Offset
Additional Carbon Offsets (75% mix)	Bidder provides volumes of Carbon Offsets equal to 75% of annual Program load volume (where 1 Carbon Offset equals 1 ton of CO <sub>2</sub> Equivalent). These volumes of Carbon Offsets are provided at a fixed unit price (\$/Carbon Offset) that is additional to the Fixed Price Offer price indicated on Form A.		\$_____ /Carbon Offset	\$_____ /Carbon Offset	\$_____ /Carbon Offset
Additional Carbon Offsets (100% mix)	Bidder provides volumes of Carbon Offsets equal to 100% of annual Program load volume (where 1 Carbon Offset equals 1 ton of CO <sub>2</sub> Equivalent). These volumes of Carbon Offsets are provided at a fixed unit price (\$/Carbon Offset) that is additional to the Fixed Price Offer price indicated on Form A.		\$_____ /Carbon Offset	\$_____ /Carbon Offset	\$_____ /Carbon Offset
Additional Carbon Offsets (Custom mix)	Bidder provides volumes of Carbon Offsets equal to a percentage of annual Program load volume as proposed by the Bidder (where 1 Carbon Offset equals 1 ton of CO <sub>2</sub> Equivalent). These volumes of Carbon Offsets are provided at a fixed unit price (\$/Carbon Offset) that is additional to the Fixed Price Offer price indicated on Form A.		_____ % Custom Mix of Carbon Offsets  \$_____ /Carbon Offset	_____ % Custom Mix of Carbon Offsets  \$_____ /Carbon Offset	_____ % Custom Mix of Carbon Offsets  \$_____ /Carbon Offset



## FORM D: Village of Oak Park Direct Source Renewables Proposal Form

Bidder Name: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

BIDDER MUST AGREE TO PROVIDE ITS PROPOSED PRICES TO ELIGIBLE ACCOUNTS LOCATED WITHIN THE VILLAGE					
Option	Description	Proposed Source of Direct Source Renewables	12 Month Term	24 Month Term	36 Month Term
Direct Source Renewable Content (50% mix)	Bidder secures volumes of electricity supply from identified renewable energy resources that meet the definition set forth in this RFP equal to 50% of annual Program load volume. These volumes are provided at a fixed unit price (\$/MWh) that is additional to the Fixed Price Offer price indicated on Form A or included in the Price Match Offer described on Form B..		\$_____/MWh Direct Source Renewables	\$_____/MWh Direct Source Renewables	\$_____/MWh Direct Source Renewables
Direct Source Renewable Content (75% mix)	Bidder secures volumes of electricity supply from identified renewable energy resources that meet the definition set forth in this RFP equal to 75% of annual Program load volume. These volumes are provided at a fixed unit price (\$/MWh) that is additional to the Fixed Price Offer price indicated on Form A or included in the Price Match Offer described on Form B..		\$_____/MWh Direct Source Renewables	\$_____/MWh Direct Source Renewables	\$_____/MWh Direct Source Renewables
Direct Source Renewable Content (100% mix)	Bidder secures volumes of electricity supply from identified renewable energy resources that meet the definition set forth in this RFP equal to 100% of annual Program load volume. These volumes are provided at a fixed unit price (\$/MWh) that is additional to the Fixed Price Offer price indicated on Form A or included in the Price Match Offer described on Form B..		\$_____/MWh Direct Source Renewables	\$_____/MWh Direct Source Renewables	\$_____/MWh Direct Source Renewables
Additional Direct Source Renewable Content (Custom)	Bidder secures volumes of electricity supply from identified renewable energy resources that meet the definition set forth in this RFP equal to a percentage of annual Program load volume as proposed by the Bidder. These volumes are provided at a fixed unit price (\$/MWh) that is additional to the Fixed Price Offer price indicated on Form A or included in the Price Match Offer described on Form B..		_____% Custom Mix of Direct Source Renewables  \$_____/MWh of Direct Source Renewables	_____% Custom Mix of Direct Source Renewables  \$_____/MWh of Direct Source Renewables	_____% Custom Mix of Direct Source Renewables  \$_____/MWh of Direct Source Renewables



## **Attachment IV: Compliance Affidavit**

I, \_\_\_\_\_ being first duly sworn on oath depose and state as follows:  
(Print Name)

1. I am the (title) \_\_\_\_\_ of the Proposing Firm ("Firm") and am authorized to make the statements contained in this affidavit on behalf of the Firm.
2. The Firm is organized as indicated on Exhibit A to this Affidavit, entitled "Organization of Proposing Firm," which Exhibit is incorporated into this Affidavit as if fully set forth herein.
3. I have examined and carefully prepared this proposal based on the Request for Proposals and verified the facts contained in the proposal in detail before submitting it.
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option.
5. Neither the Firm nor its affiliates<sup>1</sup> are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to bid rigging and bid rotating, or Section 2-6-12 of the Oak Park Village Code related to "Proposing Requirements".
6. Neither the Firm nor its affiliates is barred from contracting with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the Village of Oak Park to recover all amounts paid to the Firm under the contract in a civil action.
7. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference.
8. All statements made in this Affidavit are true and correct.

Signature: \_\_\_\_\_

Printed Name \_\_\_\_\_

Name of Business: \_\_\_\_\_

Your Title: \_\_\_\_\_

Business Address: \_\_\_\_\_  
(Number, Street, Suite #) (City, State & Zip)

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Web Address: \_\_\_\_\_

<sup>1</sup> Affiliates means: (i) any subsidiary or parent of the bidding or contracting business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the bidding or contracting business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the bidding or contracting business entity.

Subscribed to and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public



## Attachment V.    M/W/DBE Status

Please fill out their form completely. Failure to respond truthfully to any questions on their form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of proposal. An incomplete form will disqualify your proposal.

1. Vendor Name: \_\_\_\_\_

2. Check here if your firm is:

- \_\_\_\_\_ Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
- \_\_\_\_\_ Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
- \_\_\_\_\_ Owned by a person with a disability (DBE) (A firm that is at least 51% owned
- \_\_\_\_\_ None of the above

*(Copies of all certification letters must be included)*

3. What is the size of the firm's current stable work force?

- \_\_\_\_\_ Number of full-time employees
- \_\_\_\_\_ Number of part-time employees

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## Attachment VI: EEO Report

### EEO REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. An incomplete form will disqualify your Bid.

**An EEO-1 Report may be submitted in lieu of this report**

Vendor Name \_\_\_\_\_

Total Employees \_\_\_\_\_

Job Categories	Total Employees	Total Males	Total Females	Males				Females				Total Minorities
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	
Officials & Managers												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Semi-Skilled												
Laborers												
Service Workers												
TOTAL												
Management Trainees												
Apprentices												

This completed and notarized report must accompany your Bid. It should be attached to your Affidavit of Compliance. Failure to include it with your Bid will be disqualify you from consideration.

\_\_\_\_\_, being first duly sworn, deposes and says that he/she is the \_\_\_\_\_  
 (Name of Person Making Affidavit) (Title or Officer)

of \_\_\_\_\_ and that the above EEO Report information is true and accurate and is submitted with the intent that it be relied upon.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
 ( Signature ) ( Date )



## Attachment VII: Business References

Provide references from municipalities (four preferred) other than the Village, that can attest to your experience and ability to perform the contract subject of this RFP.

(1) Municipality (Name):	Contact Person Name: Address: Phone: E-mail Address:
Pricing Structure for Municipal Aggregation Program:	
(2) Municipality (Name):	Contact Person Name: Address: Phone: E-mail Address:
Pricing Structure for Municipal Aggregation Program:	
(3) Municipality (Name):	Contact Person Name: Address: Phone: E-mail Address:
Pricing Structure for Municipal Aggregation Program:	
(4) Municipality (Name):	Contact Person Name: Address: Phone: E-mail Address:
Pricing Structure for Municipal Aggregation Program:	



## Attachment VIII: No Proposal Explanation

If your firm does not wish to submit a proposal, the Village of Oak Park would be interested in any explanation or comment you may have as to what prevented your firm from submitting a proposal.

Thank you

Department: Finance Department  
Project Name: **Transparency Communication and Reporting Solutions**  
Date Issued: December 13, 2019

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Comments:

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

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