

# NORTH SHORE ELECTRICITY AGGREGATION CONSORTIUM

Deerfield • Glencoe • Highland Park • Lake Bluff • Lake Forest • Northbrook • Skokie



## REQUEST FOR PROPOSALS

*Electricity Aggregation Procurement*  
*Reference #2021-01*

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## 1. INTRODUCTION

In December 2011, the Cities of Highland Park, Lake Forest, and Park Ridge, and the Villages of Deerfield, Glencoe, Lake Bluff, Northbrook, and Skokie formed the North Shore Electricity Aggregation Consortium. The Consortium was created to act as a collective body of municipalities to create and manage municipal electric aggregation services on behalf of their residents and eligible businesses. Through this Request for Proposals (“RFP”), the Consortium is soliciting proposals for various pricing options through a Power Supply Agreement (“Agreement”). The Vendor awarded an Agreement hereunder shall coordinate with the Consortium’s electricity consultant, Illinois Community Choice Aggregation Network (“ICCAN”), to deliver services required under an Agreement.

**1.1 BACKGROUND.** Pursuant to Section 1-92 of the Illinois Power Agency Act (“Act”), 20 ILCS 3855/1-92, the Consortium member municipalities passed ordinances and/or resolutions authorizing a referendum in each community on the March 20, 2012 ballot asking the public for authority to create an opt-out Aggregation Program for its residents and small business customers. Each municipal referendum passed successfully. As such, each municipality within the Consortium is authorized to aggregate the electric loads of small commercial and residential customers located within its municipal boundaries.

Currently, the Consortium seeks to:

1. Solicit proposals for energy supply and services from qualified and licensed Retail Electric Suppliers (RES) on behalf of its member municipalities.
2. Select a single RES with which to negotiate an Agreement.
3. Formally recommend that each Consortium 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 Consortium member municipalities have adopted opt-out Aggregation Programs, all eligible customers located within the Consortium municipalities will participate in the Program unless they affirmatively elect to opt out of the Program. By identifying the procedures by which customers may opt out of the Program, the Consortium members ensure that participation is voluntary, and individuals may decline to participate. Each Consortium member has adopted a Plan of Operation and Governance in substantially the form included with this RFP as Attachment A, which Plan requires the Aggregation Program to:

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

**1.2 SUMMARY OF SPECIFICATIONS (PURCHASE DESCRIPTION):** The Consortium is soliciting offers from licensed and certified RES to supply electric power and energy for, and arrange for associated delivery to, accounts located in the Commonwealth Edison (ComEd) delivery service area. This RFP covers residential and small commercial electric accounts for multiple entities that meet the definition of “eligible retail customer” as defined in the Act and the Public Utilities Act, 220 ILCS 5/1-101 *et seq.*

The Consortium will select a single Vendor to recommend to all Consortium municipalities for the award of Power Supply Agreements. The Consortium will work with the Vendor to establish a commodity price structure for consideration by Consortium members; options for individual member consideration shall also be provided as referenced herein. Once an acceptable energy commodity price structure is established for all Consortium municipalities, a designee from each Consortium municipality will indicate acceptance of that commodity price structure for inclusion into the Power Supply Agreement between the Vendor and the designee’s municipality.

Individual Consortium municipalities may select to add custom pricing options (e.g., varying levels of renewable energy resources, special energy-related services) to their Power Supply Agreements. Custom pricing options will be added into the commodity price structure for only those municipalities electing to accept custom pricing options.

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 each municipality within the Consortium. It is noted that the common Plan of Operation and Governance is being amended by each municipality within the Consortium. A copy of the proposed changes to the Plan of Operation and Governance is included in Attachment A to this RFP. The amended common Plan of Operation and Governance is expected to be approved by each municipality within the Consortium on or before May 31, 2021.

Information concerning general consumption, number of accounts, and rate class placement for the Consortium can be requested by contacting the RFP contact identified in Section 3.2. 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.

## 2. DEFINITIONS

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

- 2.1 **"Affiliates"** shall mean any person, firm, corporation (including, without limitation, service corporation and professional corporation), partnership (including, without limitation, general partnership, limited partnership and limited liability partnership), limited liability company, joint venture, business trust, association or other entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with a Bidder.
- 2.2 **"Act"** shall refer to the Illinois Power Agency Act, 20 ILCS 3855/1-1 *et seq.*
- 2.3 **"Aggregation" or "Municipal Aggregation"** shall mean the pooling of residential and small commercial retail electrical loads located within a municipality for the purpose of soliciting bids and entering into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment, all in accordance with Section 1-92 of the Act.
- 2.4 **"Aggregation Consultant" or "Consultant"** shall refer to Illinois Community Choice Aggregation Network, LLC the independent consultant with demonstrated expertise in electric supply contracting that has been retained by the Consortium to assist with the implementation of each member municipality's Program.
- 2.5 **"Aggregation Member" or "Member"** shall mean a residential or small commercial retail electric account enrolled in an Aggregation Program.
- 2.6 **"Aggregation Program" or "Program"** shall mean the program developed by the Consortium and proposed to be implemented by each of its member municipalities, to provide residential and small commercial customers in the Consortium municipalities with retail electric supply.
- 2.7 **"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.
- 2.8 **"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).
- 2.9 **"Bidder"** shall mean a person, firm, or corporation that submits a response to this RFP.
- 2.10 **"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 Consortium municipalities.
- 2.11 **"Consortium"** shall mean the North Shore Electricity Aggregation Consortium.
- 2.12 **"Consortium Designee"** shall mean the representative of the Consortium who will coordinate the process for execution by each member municipality of a contract price lock for electricity supply for each Municipal Aggregation Program.

- 2.13 “Default Tariff Service”** shall mean the electricity supply services available to eligible retail customers of the Utility.
- 2.14 “Electric Utility”** shall mean Commonwealth Edison, as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within the Consortium.
- 2.15 “Eligible Retail Customer”** shall mean a residential and small commercial retail customer of the Utility.
- 2.16 “ICC”** shall mean the Illinois Commerce Commission as described in 220 ILCS 5/2-101
- 2.17 “IPA”** shall mean the Illinois Power Agency.
- 2.18 “Load”** shall mean the total demand for electric energy required to serve the residential and small commercial customers in the Aggregation Programs.
- 2.19 “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.
- 2.20 “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.
- 2.21 “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.
- 2.22 “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.
- 2.23 “Power Supply Agreement”** shall mean the contract between a municipality within the Consortium and the selected Vendor, in the form attached to this RFP as Attachment D.
- 2.24 “Pricing Period”** shall mean the period during which a price offer is available to Aggregation Members.
- 2.25 “Proposal”** shall mean the response to this RFP submitted by a Bidder to the Consortium, in the form and with the information required by this RFP.
- 2.26 “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 Consortium.
- 2.27 “Request for Proposals” or “RFP”** shall mean this written invitation to responsible bidders to submit qualifications and pricing methods for electricity supply, services, and equipment to the Consortium.
- 2.28 “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.
- 2.29 “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.
- 2.30 “Vendor”** shall mean the RES selected by the Consortium and its member municipalities to provide electric power and energy for the municipalities' Aggregation Programs.
- 2.31 “Voluntary Aggregation Member” or “Voluntary Member”** shall mean a non-residential utility account located within a Consortium community that voluntarily elects to take services through the Program.

### 3. KEY INFORMATION ABOUT THIS REQUEST FOR PROPOSALS

**3.1 RFP NUMBER:** 2021-01

**3.2 RFP CONTACT:** Mark Pruitt  
Illinois Community Choice Aggregation Network  
Telephone: 219/921-3828  
E-mail: [markjpruitt@gmail.com](mailto:markjpruitt@gmail.com)

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

All Addenda issued prior to the opening of Bidder’s Proposals shall become a part of the RFP or the 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 March 22, 2021.

The Consortium shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, on or before March 24, 2021 but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

**3.4 INFORMAL RESPONSES:** Neither the Consortium nor the RFP Contact shall give oral answers or instructions in response to any inquiries received prior to the award of the 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 Consortium or RFP Contact on account thereof.

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

Issuance of RFP	March 10, 2021
Pre-Bid Conference	March 19, 2021, 2:00 p.m. CDT
Due Date for Questions	March 22, 2021, 4:00 p.m. CDT
Responses Provided to RFP Questions	March 24, 2021
Due Date and Time for Proposals	March 29, 2021, 4:00 p.m. CDT
Interviews with Prospective Vendors (Optional)	To be Determined
Anticipated Announcement of Vendor Selection	To be Determined
Approval of Power Supply Agreements by City Councils and Village Boards	To be Determined

**3.6 PRE-BID CONFERENCE:** Prospective Bidders are encouraged, but not required, to attend the pre-bid conference on March 19, 2021 at 2:00 p.m. Central Time. The conference will be held by conference call at (563) 999-2090 (Access Code: 432502). Representatives of the Consortium will participate in the pre-bid conference call.

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

Mr. Rob Sabo  
City of Highland Park  
Email: [rsabo@cityhpil.com](mailto:rsabo@cityhpil.com)

Attn: North Shore Electricity Aggregation Consortium RFP

Proposals submitted after closing time will not be considered and will be returned unopened to the Bidder. No oral, telephone, or facsimile proposals will be considered.

- 3.8 OPENING:** The Consortium will open and record the names and other information of all Proposals submitted in a proper and timely manner. All Proposals become the property of the Consortium and will not be returned except in the case of a late submission.
- 3.9 BID BONDS OR OTHER SECURITY:** No bid or security bonds will be required.
- 3.10 WITHDRAWAL OF PROPOSALS:** A Bidder may withdraw its Proposal, either personally or by written request, at any time prior to the scheduled deadline for submittals. No Proposal shall be withdrawn for 90 days after the date set for opening Proposals. Proposals shall be subject to acceptance during this period.
- 3.11 FIRM OFFERS:** All Bidder's Proposals are firm offers to enter into the Agreements and no Bidder's Proposals shall be deemed rejected by any member 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 Consortium affirmatively and in writing expressly rejects such Bidder's Proposal.
- 3.12 JOINT PURCHASING:** This procurement is conducted in compliance with the Governmental Joint Purchasing Act (30 ILCS525).

## 4. SPECIFICATIONS

The Consortium member municipalities are interested in receiving the best value and the service for their residents and have established the following Specifications. The Specifications represent a portion of the Consortium's due diligence in selecting a licensed and qualified Vendor for the approximately 60,000 accounts included in the Consortium municipalities' 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 Consortium.

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 D.

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

**4.1.1 Term of Agreement.** The Power Supply Agreement will be formally awarded by the City Council or Village Board of each Consortium municipality 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 Consortium members and the Vendor.

**4.1.2 Single Supplier.** The Consortium will select a single Retail Electric Supplier on behalf of all Members and Voluntary Members.

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

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

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

**4.1.6 Qualifications.** The selected Vendor shall be responsive to the qualification requests contained in this RFP (Section 4).

**4.1.7 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.

**4.1.8 Rate Advantage.** No member municipality of the Consortium is obligated to accept a commodity price offer from the selected Vendor that is not less than or equal to the published or anticipated Utility default tariff rates.

**4.1.9 Reimbursement of Municipal Costs.**

**4.1.9.1 Initial Program Cycle Reimbursement.** Within 90 days after the effective date of the Power Supply Agreement, Vendor shall reimburse the applicable member municipality for all professional, legal, Consultant, and administrative costs incurred by the municipality in connection with its adoption of its Aggregation Program and the negotiation and execution of the Power Supply Agreement.

**4.1.9.2 Subsequent Program Cycle Reimbursements.** On an annual basis, Vendor shall reimburse the applicable member municipality for all professional, legal, Consultant, and administrative costs incurred by the municipality in connection with the management of the Aggregation Program.

**4.1.9.3 Municipal Contribution.** If a municipality enters into an Agreement with the Vendor under the ComEd Energy Supply Match Option identified in Section 4.2.1.3 of this RFP, the Vendor must submit to that municipality a contribution of an agreed-to value, not less frequently than annually, and on an agreed-upon schedule for all municipalities that select the ComEd Energy Supply Match Option. The municipality may choose for the Vendor to submit the Municipal Contribution in the form of a direct payment, or in the form of Renewable Energy Credits, or a combination of direct payment and Renewable Energy Credits.

**4.1.10 Compliance with Plan of Operation and Governance.** The Vendor shall provide all services required under the Power Supply Agreement in accordance with the Plan of Operation and Governance adopted by the applicable municipality. 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.

**4.2 PROPOSED AGREEMENT PRICING TERMS:** The Consortium seeks to maintain a high level of flexibility regarding a final electricity price and structure with the selected Vendor. To achieve this goal, the Consortium has specified three pricing options: a Vendor Margin option, 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 Consortium and its member municipalities. Bidders are required to provide price offers for at least two of the three Pricing Terms identified in Sections 4.2.1.1, 4.2.1.2, and 4.2.1.3.

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

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 Consortium members.

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

**4.2.1 Pricing for Members.** Please provide a price proposal to the Consortium on the Pricing Form attached to this RFP as part of Attachment E for the following pricing structures.

**4.2.1.1 Vendor Margin Option.** The Vendor will bid a fee (\$/MWh) that will be added to the underlying electricity supply and program costs (e.g., supply, capacity, transmission, ancillary services, and program management) to compensate the Vendor for services rendered under the Power Supply Agreement. To set a final contract price for the Members, the Consortium and Consultant will request and receive from the selected Vendor daily fixed price market quotes for 12-, 24-, 36-, 48-, and 60-month periods. The daily market price quotes will detail the unit costs of energy supply, capacity, transmission, and ancillary services available to the Consortium that day. The daily market price quotes will be reviewed by the Consultant to establish whether the pricing is: (i) consistent with market prices and tariffs; and (ii) consistent with Agreement terms. If the daily market price quote is deemed unacceptable, the Consortium municipalities will not be obligated to accept the pricing. If the daily market price quote is deemed acceptable by the Consultant, the Consultant will inform the Consortium Designee of the price and pricing components and may recommend acceptance. If accepted,

a representative of each Consortium member municipality will affirm acceptance of the commodity price plus the approved Vendor Margin verbally and in writing to the selected Vendor on the same day.

**4.2.1.2 Full Price Option.** The Vendor will bid a total cost-fixed price market quote (\$/MWh) for 12-, 24-, 36-, 48-, and 60-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 Consortium. The market 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 daily market price quote is deemed unacceptable, the Consortium municipalities will not be obligated to accept the pricing. If the daily market price quote is deemed acceptable by the Consultant, the Consultant will inform the Consortium Designee of the price and pricing components and may recommend acceptance. If accepted, a representative of each Consortium member municipality will affirm acceptance of the commodity price verbally and in writing to the selected Vendor on the same day.

**4.2.1.3 ComEd Energy Supply Match Option.** The Vendor will offer a pricing structure that guarantees that eligible customers will receive the price offered each month by Commonwealth Edison to eligible customers for eligible customers. Municipalities that select the ComEd Energy Supply Match option will also receive a municipal contribution as detailed in Section 4.1.9.3.

**4.2.2 Pricing – Voluntary Members.** Vendors shall make customized pricing offers to Voluntary Members upon request.

**4.2.3 Pricing Periods.** The selected Vendor shall provide commodity pricing proposals for 12-, 24-, and 36-, -month periods for Members.

**4.2.4 Supply Mixes.** Bidders providing pricing offers as described in Sections 4.2.1.1 and 4.2.1.2 shall be capable of providing pricing for the following energy mixes:

**4.2.4.1 Standard Supply Mix.** Full-requirements electricity supply that includes no additional renewable energy resources.

**4.2.4.2 Enhanced Renewable Energy Mix.** Electricity supply that exceeds the current renewable energy resource requirements of the Illinois Renewable Portfolio Standard by securing Renewable Energy Credits (RECs) sourced from renewable energy resources. Bidder shall provide the cost premium associated with providing the Enhanced Renewable Energy Mix option at various specified levels up to 100%. Bidders shall identify the source, location, and time period for RECs offered in their Enhanced Renewable Energy Mix offers. Each municipality within the Consortium may accept an Enhanced Renewable Energy Mix at its own option.

**4.2.3.2.1 50% RECs.** Renewable energy resource volumes equal to 50% of load (i.e., additional to the Illinois Renewable Portfolio Standard). Vendor shall identify the intended sources of renewable energy resources.

**4.2.3.2.2 75% RECs.** Renewable energy resource volumes equal to 75% of load (i.e., additional to the Illinois Renewable Portfolio Standard). Vendor shall identify the intended sources of renewable energy resources.

- 4.2.3.2.3 100% RECs.** Renewable energy resource volumes equal to 100% of load (i.e., additional to the Illinois Renewable Portfolio Standard). Vendor shall identify the intended sources of renewable energy resources.
- 4.2.5 Fees Imposition.** Neither the municipality nor the selected Vendor shall impose any conditions, terms, fees, or charges on any Member served by the Program unless the particular term, condition, fee, or charge is clearly disclosed to the Member at the time the Member enrolls in, or chooses not to opt out of the Program.
- 4.2.6 Enrollment and Disenrollment Charges.** The selected Vendor shall not assess any fees in addition to the price offer accepted by the Consortium
- 4.2.7 Energy Efficiency, Peak Demand Reductions, and Solar Energy Programs.** The Consortium will consider supply offers from Vendors that include energy efficiency, peak demand reduction, and solar energy supply programs and services. The Consortium 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
- 4.3 PROPOSED AGREEMENT SUPPLY AND SERVICE TERMS:** The Consortium will seek to preserve the following pricing terms in a Power Supply Agreement with the selected Vendor. The Consortium reserves the right to reject proposals that contain any proposed revisions.
- 4.3.1 Electricity Supply.** The selected Vendor shall supply firm power requirements to each of the accounts for which it is ultimately contracted to serve.
- 4.3.2 Transmission.** The selected Vendor shall be responsible for acquiring and paying all necessary transmission services to the Point(s) of Delivery including all electricity commodity costs, PJM charges, congestion charges, distribution and transmission losses, and capacity charges. The selected Vendor shall be responsible for monitoring and negotiating interstate transmission discounts.
- 4.3.3 Billing.** The selected Vendor shall make all arrangements to ensure that Aggregation Members continue to receive a single monthly bill from ComEd. Additionally, the selected Vendor shall ensure that the following fees continue to be collected and processed by ComEd: monthly payments, late payments, delivery charges and monthly service fee.
- 4.3.4 Data.** The selected Vendor shall maintain a comprehensive and confidential database recording historical account information for the accounts enrolled under the 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.
- 4.3.5 Member Service.** The selected Vendor shall maintain certain minimum levels of customer service including:
- 4.3.5.1 Program Management and Documentation.** The selected Vendor shall have standard operating procedures in place that govern Member education, Opt-Out notification, customer inquiries, and public outreach regarding the Aggregation Program.
- 4.3.5.2 Confidentiality.** The selected Vendor shall maintain the confidentiality of customer information.
- 4.3.5.3 Customer Service.** The selected Vendor shall assist Aggregation Members with their inquiries. Concerns regarding service reliability should be directed to ComEd, billing questions should be directed to ComEd or the selected, and any unresolved disputes should be directed to the

ICC. Inquiries from Aggregation Members should be managed within the following performance parameters:

- 4.3.5.3.1 Telephone Inquiries.** The selected Vendor shall maintain a toll-free telephone access line which shall be available to Aggregation Members 24 hours a day, seven days a week. Trained company representatives shall be available to respond to customer telephone inquiries during normal business hours. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours shall be responded to by a trained company representative on the next business day. Under normal operating conditions, telephone answer times by a customer representative, including wait time, shall not exceed 30 seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed 30 seconds. The Vendor shall submit reports to the municipality at least once per quarter, indicating that it has met these standards at least 90 percent of the time under normal operating conditions during the preceding quarter.
- 4.3.5.3.2 Internet and Email.** The selected Vendor shall establish and maintain a website for the Aggregation Members. The website shall provide basic information concerning the Aggregation program and shall facilitate customer inquiries by providing a platform for the submission of questions by email or text. Responses to inquiries submitted through the website platform shall be generated within 24 hours. 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.
- 4.3.5.3.3 Multi-Lingual Services.** The selected Vendor shall provide customer service for Members requiring non-English verbal and written assistance.
- 4.3.5.3.4 Hearing Impaired.** The selected Vendor shall provide customer service for hearing-impaired Members.
- 4.3.5.4 Enrollments.** The selected Vendor shall be prepared to perform the following Aggregation account enrollment tasks:
  - 4.3.5.4.1 Opt-Out Notifications.** The selected Vendor shall manage the Opt-Out notification process under the supervision of the municipality and the Consultant. 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.
  - 4.3.5.4.2 New Accounts.** The selected Vendor shall facilitate the addition of new customer accounts to the Aggregation Programs during the term of the Power Supply Agreement.



inspections of its facilities, participate in scheduled meetings and provide management reports as requested by the Consortium municipalities.

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

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

**4.4.2 Title.** The selected Vendor shall warrant that it possesses good marketable title to all electricity sold and is free from all liens and adverse claims.

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

**4.5 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 Consortium Municipal Aggregation. Bidders shall provide responses to each item listed and shall also identify other qualifications the Bidder believes to be relevant to this RFP.

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

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

**4.5.1.2** Company's bond posting with the ICC;

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

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

**4.5.1.5** Docket number and date FERC Power Marketing Authority obtained;

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

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

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

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

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

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

- 4.5.2.3.1 Platform description and specifications;
- 4.5.2.3.2 Exportability of data;
- 4.5.2.3.3 Frequency of data updates;
- 4.5.2.3.4 Standard reports availability (type and description); and
- 4.5.2.3.5 Special features;
- 4.5.2.4 Report on the number of accounts enrolled in the ComEd service region within the past three years by the Bidder or its affiliates:
  - 4.5.2.4.1 Identify the number of accounts under management in each of the prior three years;
  - 4.5.2.4.2 Identify the specific steps utilized to enroll accounts; and
  - 4.5.2.4.3 Report the average time from enrollment to flow of contracted power for newly enrolled accounts.
- 4.5.3 **Marketing and Support Services:** The Bidder shall demonstrate that it has the materials, time and resources to support Program marketing, outreach and education tasks. Documentation should include:
  - 4.5.3.1 Proof of an existing local or toll-free telephone number for customer service and complaints related to the Aggregation Program;
  - 4.5.3.2 Bidder's detailed plan for reaching and servicing multi-lingual customers or customers with disabilities as per the requirements;
  - 4.5.3.3 Samples of a website to support the Aggregation Members;
  - 4.5.3.4 Education materials:
    - 4.5.3.4.1 Samples of marketing materials;
    - 4.5.3.4.2 Draft calendar, identifying measures to be executed for implementation and operation of the Program upon execution of the Power Supply Agreements; and
    - 4.5.3.4.3 Descriptions of proposed modes of communications (print, mailing, broadcast, etc.); and
  - 4.5.3.5 Opt-Out processes:
    - 4.5.3.5.1 Samples of Opt-Out materials (letters, forms, etc.); and
    - 4.5.3.5.2 Commitment to use only materials specifically approved by the member municipalities of the Consortium.
- 4.5.4 **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.
  - 4.5.4.1 Illinois Commerce Commission Retail Electric Supplier Complaint Scorecard.
  - 4.5.4.2 Better Business Bureau standard score for Illinois.
  - 4.5.4.3 Regulatory settlements or adverse rulings by public utility commissions.

## 5. INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS

### 5.1 GENERAL INSTRUCTIONS:

- 5.1.1 These instructions provide Bidders with all necessary information for preparing and submitting a Proposal to the Consortium. They prescribe the format and content of the Proposal. They also provide dates, locations and other information specific to this solicitation. They are designed to facilitate a fair and uniform review process. Failure to adhere to the Proposal requirements will affect the Consortium's evaluation and may result in disqualification of the Proposal.
- 5.1.2 The Proposal must provide all information requested in this RFP. The Consortium reserves the right to reject proposals that contain any proposed revisions.
- 5.1.3 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.
- 5.1.4 The Proposal must be submitted to:

Mr. Rob Sabo  
City of Highland Park  
Email: [rsabo@cityhpil.com](mailto:rsabo@cityhpil.com)

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

- 5.2.1 **TRANSMITTAL LETTER:** An individual authorized to legally bind the Bidder must sign the transmittal letter. The person who signs the transmittal letter will be considered the contact person for all matters pertaining to the Proposal unless the Bidder designates another person in writing. The letter must include the Bidder's mailing address, e-mail address, fax and telephone numbers.
- 5.2.2 **TABLE OF CONTENTS:** Bidders must include a table of contents in its Proposal. Proposals must be page-numbered sequentially from front to back.
- 5.2.3 **VALIDATION OF AGREEMENT SPECIFICATIONS:** Bidders must respond to the Specifications set forth in Sections 4.1 through 4.4 of this RFP. Bidders should indicate that they: (i) understand the individual specification; and (ii) can meet the specification by either positive validation or providing documentation. Proposals must be fully responsive to each Specification of the RFP. Any deviations from the Specifications or any Specifications that the Bidder cannot satisfy will affect the evaluation of the Proposal and may disqualify the Bidder.
- 5.2.4 **RESPONSES TO SPECIFICATION SECTION 4.5.** The Consortium requests that Bidders' responses to each of the items included in Section 4.5 (Bidder Qualifications) be structured in a manner that follows the outline of Section 4.5.
- 5.2.5 **PROOFS OF QUALIFICATIONS:** Bidders must respond to the questions and requests for documentation set forth in Section 4.5 of this RFP. Proposals must be fully responsive to each Specification of the RFP. Any deviations from the Specifications or any Specifications that the Bidder cannot satisfy will affect the evaluation of the Proposal and may disqualify the Bidder.
- 5.2.6 **REQUIRED FORMS:** Bidders must complete and submit the required business information and proposal forms contained in Attachment D to this RFP.
- 5.2.7 **REDLINES TO DRAFT FORM OF POWER SUPPLY AGREEMENT.** Bidders may submit proposed changes to the Draft Form of Power Supply Agreement in redline. The Consortium is not obligated to accept any changes to Draft Power Supply Agreement and may reject any and all proposed changes.

## 6. HOW THE CONSORTIUM WILL EVALUATE PROPOSALS

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

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

### 6.2 CRITERIA FOR EVALUATION AND AWARD: The Consortium 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.

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

## 7. PROCUREMENT NOTICES AND REQUIREMENTS

### 7.1 NOTICES CONCERNING REQUIREMENTS FOR THIS RFP:

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

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

### 7.2 NOTICES CONCERNING BIDDING SUBMISSION:

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

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

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

**7.2.4 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** The Consortium may treat all information submitted by a Bidder as public information following the conclusion of the selection process unless the Bidder requests that information be treated as confidential at the time of submittal. All information submitted is subject to the Illinois Freedom of Information Act ("FOIA") (5 ILCS 140/1 *et seq.*) and other applicable laws and rules.

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

the confidential status of the materials.

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

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

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

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

### **7.3 NOTICES CONCERNING THE REVIEW AND EVALUATION OF PROPOSALS:**

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

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

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

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

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

**7.4 NOTICES CONCERNING REQUIREMENTS FOR CONTRACTS RESULTING FROM THE RFP:**

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

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

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

**END OF REQUEST FOR PROPOSALS**

ATTACHMENT A: CONSORTIUM MUNICIPAL AGGREGATION PLAN OF OPERATION AND GOVERNANCE

North Shore Electricity Aggregation Consortium:  
Plan of Operation & Governance

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## I. HISTORY AND PURPOSE OF MUNICIPAL AGGREGATION

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

Additionally, the Act also states:

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

The municipalities of Deerfield, Glencoe, Highland Park, Lake Bluff, Lake Forest, Northbrook, Park Ridge, and Skokie, voluntarily and through a formal Intergovernmental Agreement, have formed the “North Shore Electricity Aggregation Consortium” (“Consortium”) to facilitate their cooperation toward obtaining the lowest possible electricity rates for their respective residents and small businesses. The Consortium seeks to collectively aggregate the retail electric loads of eligible residents and small commercial retail accounts and to solicit bids for the purchase of that electricity. The Consortium intends to solicit bids seeking various pricing options, contract terms, and options for increased volumes of renewable energy. With its large quantity of eligible electric accounts, the Consortium has the potential to attract rates that are competitive with default tariff service rates, while also acquiring a cleaner power supply.

In accordance with the Act, on \_\_\_\_\_, 201\_, the [City/Village] approved [Resolution/Ordinance] No. \_\_\_\_\_, authorizing the placement of a referendum on the March 20, 2012 ballot, seeking authority to create an opt-out municipal aggregation program for its residents and small business customers. Voters approved the municipal aggregation referendum at the March 20, 2012 primary election. Record of the authorizing votes for the referendum is included in Attachment A to this Plan of Operation and Governance.

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

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

Neither the Consortium nor its participants will buy or resell power. Rather, the Consortium will competitively bid and negotiate a contract with a competent and licensed alternative retail electric supplier (RES) on behalf of the Consortium participants to provide electric supply at contracted rates to residents and small businesses in each Consortium community. The RES shall provide accurate and understandable pricing and facilitate opt-out notifications. The RES will also perform ancillary services for the Consortium participants as described in this Plan.

Because the [City/Village] adopted an opt-out aggregation program, all eligible customers located within the [City/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 [City/Village] ensures that participation is voluntary, and individuals have the ability to decline to participate.

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

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

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

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

## II. DEFINITIONS

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

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

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

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

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

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

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

“Ancillary Services” shall mean the necessary services that must 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).

“[City/Village]” shall mean the [City/Village] of \_\_\_\_\_.

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

“Consortium” shall mean the North Shore Electricity Aggregation Consortium.

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

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

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

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

“IPA” shall mean the Illinois Power Agency.

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

“Load” shall mean the total demand for electric energy required to serve the [City/Village] residential and small commercial members in the Aggregation.

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

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

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

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

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

“Power Supply Service Agreement” or “Service Agreement” shall mean the contract between the [City/Village] and the Alternative Retail Electric Supplier.

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

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

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

### III. ROLE OF THE CONSORTIUM

- A. The Consortium, with the assistance of the Consultant, has conducted a Joint Supply Power Bid, utilizing the agreed-to technical specifications, bidder requirements, bidding processes, and contract documents, to select a single Alternative Retail Electric Supplier (RES). The Consortium has evaluated the bids received and has recommended a

single Alternative Retail Electric Supplier to serve as the electricity supplier to all participating municipalities in the Consortium.

- B. After passage of the referenda within the Consortium participant municipalities, the Consortium, with the assistance of the Consultant, prepared and submitted to ComEd a warrant, demonstrating the passage of each Consortium participant's referendum and requesting the identification of retail and small commercial electric customer account information and generic load profiles for each Consortium participant.
- C. After the adoption of this Plan, the corporate authorities of the [City/Village] will consider approval of the Service Agreement with the selected RES for the provision of electrical power to the [City/Village]'s Program pursuant to the Joint Power Supply Bid.
- D. After the adoption of this Plan, the Consortium, with the assistance of the Consultant, shall prepare data requests for each Consortium participant to submit to ComEd seeking the generic account data of residential and small commercial retail customers for the Consortium participant.

#### IV. ROLE OF THE [CITY/VILLAGE]

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

#### IV. ROLE OF THE AGGREGATION CONSULTANT

- A. Duties. The Aggregation Consultant shall advise the Consortium and the [City/Village] and shall assist the [City/Village] with the development and implementation of its Municipal Aggregation Program, including advising staff and elected officials on all aspects of the program; developing all necessary documents, soliciting and reviewing bids received, making recommendations as appropriate, and monitoring the RES' compliance with the requirements of the Service Agreement.
- B. Required Independence and Disclosures. As required by the Electric Service Customer Choice Act, 220 ILCS 5/16-101 *et seq.*, the Consultant will be in a fiduciary relationship with the Consortium and owes the Consortium and its participating municipalities the duty of loyalty and independent judgment. The Consultant will be disqualified if it acts as the agent for any ICC-certified RES. It is the duty of the Consultant to disclose any such relationships to the Consortium and to the [City/Village] and to terminate its agency for the RES in the event of such a relationship. Breach of these terms may result in the termination by the Consortium of the agreement between the Consortium and the Consultant.
- C. Fee. The Consultant shall be paid directly by the Consortium in accordance with the separate agreement between the Consortium and the Consultant. The Consortium will be reimbursed by the RES with whom the [City/Village] enters into a Service Agreement, in a manner to be approved by the Consortium and the [City/Village].
- D. Confidentiality. The Consultant shall not have access to any confidential customer account information unless so allowed by the [City/Village] and bound by a confidentiality agreement. In the event the Consultant becomes privy to any confidential customer account information, it agrees not to use that information for any purposes outside the scope of the services provided by 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 in furtherance of this Aggregation Program.
- E. Consortium Assistance. The Consultant shall advise the [City/Village] on any changes in laws, rules, tariffs or any other regulatory matter that impacts the Aggregation during the term of the Service Agreement.
- F. Ownership of Work Product. The Consultant shall not: (1) use any [City/Village] or Consortium work product for any other client; or (2) represent any [City/Village] or Consortium work product as its own.

#### V. POWER SUPPLY SERVICE AGREEMENT

The [City/Village], at its option, will execute a Power Supply Service Agreement with the selected RES, in accordance with the following:

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

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

- D. Compliance with Requirements in the Bid. The agreement shall require the RES to maintain all required qualifications, and to provide all services required pursuant to the Joint Supply Power Bid.
- E. Compliance with Plan. The Agreement shall require the RES to provide all services in compliance with this Plan, as may be amended. Specifically, and without limitation of the foregoing, the RES shall provide the [City/Village] with such reports and information as required in this Plan.
- F. Non-Competition. The RES must agree not to solicit or contract directly with eligible Aggregation Program members for service or rates outside the Aggregation Program and agrees not to use the member information for any other marketing purposes.
- G. Hold Harmless. The RES must agree to hold the [City/Village] financially harmless from any and all financial obligations arising out of its role as facilitator of the municipal aggregation.
- H. Insurance. The contractor shall obtain and maintain, for the duration of the Service Agreement, such proof of insurance and performance security as the [City/Village] deems necessary.
- I. Additional Services. The Agreement may provide that the RES will assist the [City/Village] in developing a Member Education Plan. The Agreement may provide that the RES will assist the [City/Village] in developing Energy Efficiency and/or Demand Response programs. The Agreement will not preclude the [City/Village] from developing its own Member Education, Energy Efficiency, and Demand Response programs. The Agreement may also provide that the RES will assist the [City/Village] in developing and managing programs that expand Member access to energy-related services and products deemed appropriate by the [City/Village].
- J. Fees and Charges:
  - 1. Additional Fees Prohibited. Neither the [City/Village] nor the RES will impose any terms, conditions, fees, or charges on any Member served by the Program unless the particular term, condition, fee, or charge is: (a) identified in this Plan; and (b) clearly disclosed to the Member at the time the Member enrolls in, or chooses not to opt out of, the Program.
  - 2. ComEd will continue to bill for Late Payments, Delivery Charges and Monthly Service Fee, etc. These charges apply whether or not a Member switches to the RES.
  - 3. Termination, Enrollment, and Switching Fees shall not be charged except as permitted by this Plan.
- K. Costs. All costs of the aggregation program development and administration will be paid by the RES.
- L. Termination of Service.
  - 1. End of Term. The Power Supply Service Agreement with the RES will terminate upon its expiration. In the event that a renewal or new Power Supply Service Agreement has not been executed, the RES will continue to provide service on a month to month basis after the expiration of the contract term until the [City/Village] provides it with 30 day written notice to discontinue providing service, at the rate set forth in the Power Supply Service Agreement.
  - 2. Early Termination. The [City/Village] will have the right to terminate the Service Agreement prior to the expiration of the term in the event the RES commits any act of default. Acts of default include but are not limited to the following:
    - a. Breach of confidentiality regarding Member information;
    - b. The disqualification of the RES to perform the services due to the lapse or revocation of any required license or certification identified as a qualification in the Joint Supply Power Bid;

- c. ComEd's termination of its relationship with the RES;
- d. Any act or omission which constitutes deception by affirmative statement or practice, or by omission, fraud, misrepresentation, or a bad faith practice;
- e. Billing in excess of the approved rates and charges;
- f. Billing or attempting to collect any charge other than the approved kWh rates and contractually approved charges; or
- g. Failure to perform at a minimum level of customer service required by the [City/Village].

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

## VI. PRICING

- A. Commodity Price Rate or Structure. The Consortium and the Consultant will request and consider fixed or variable commodity price offers from one or more RES as part of a competitive procurement process.
- B. Recording. The commodity price or price structure established for the Consortium will be added to the pricing appendix in each Consortium participant's Power Supply Service Agreement. Costs associated with additional Renewable Energy Credits may be added to the commodity price or price structure at the discretion of the [City/Village].

## VII. IMPLEMENTATION PROCEDURES

- A. Development of Member Database. Pursuant to ICC regulations, after this Plan is approved by the [City/Village], the [City/Village] Manager or his or her designee will submit a Municipal Authority Aggregation Data Request Form to ComEd requesting that it provide the [City/Village] with Retail Customer Identification Information. ComEd will provide the [City/Village] with the requested information within 10 business days after receiving the request in accordance with those adopted protocols.

After selecting and contracting with a RES, the [City/Village], with the assistance of the Consultant, under confidential agreement with the RES, will work with the RES to remove any customers determined to be ineligible due to one or more of the following:

1. The customer is not located within the [City/Village].
2. The customer has a pre-existing agreement with another RES and has not delivered to the [City/Village] a written request to switch to the Aggregation Program.
3. The customer has free ComEd service.
4. The customer is an hourly rate ComEd customer (real time pricing).
5. The customer is on ComEd's electric heat rate.
6. The customer has a community solar subscription.
7. The customer is on a ComEd bundled hold.

The RES and the [City/Village] will complete this eligibility review within 5 business days.

The Retail Customer Identification Information will remain the property of the [City/Village], and the RES will comply with the confidentiality and non-compete provisions in the Service Agreement.

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

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

- B. Maintenance of Accurate and Secure Customer Records. The RES will maintain a secure database of Customer Account Information. The database will include the ComEd account number, and RES 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 RES shall preserve the confidentiality of all Aggregation Members' account information and of the database and shall agree to adopt and follow protocols to preserve that confidentiality. The RES, 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 [City/Village], upon receiving customer information from ComEd, shall be subject to the limitations on the disclosure of that information described in Section 2HH of the Consumer Fraud and Deceptive Practices Act, 815 ILCS 505/2HH. The RES will keep Customer Account Information for a minimum of two years following the termination of the Service Agreement.

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

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

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

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

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

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

3. Notification to ComEd. Pursuant to ILL.C.C. No.10, Rate GAP, after the Opt-Out Notice period has expired, the RES shall submit the account numbers of participating Aggregation Members to ComEd and the rate to be charged to those members pursuant to the Service Agreement. The RES will provide that information to ComEd in the format ComEd requires.
  4. ComEd will then notify members that they have been switched to the RES and provide the member with the name and contact information of the RES. Members will have the option to rescind their participation in the program according to procedures established by ComEd and the RES.
- D. Activation of Service. Upon notification to ComEd, the RES will begin to provide electric power supply to the members of the Aggregation Program without affirmative action from the members. The service will begin on the member's normal meter read date within a month when power deliveries begin under the Aggregation Program.
- E. Enrollments:
1. New Accounts. The RES must facilitate the addition of new member accounts to the Aggregation Program during the term of the Service Agreement. Residents and businesses that move into the community after the Opt-Out Period will NOT be automatically included in the Aggregation Program. Members wishing to opt-in to the Aggregation Program may contact the RES to obtain enrollment information. All new accounts shall be entitled to the rates set forth in the Service Agreement.
  2. Re-Joining the Aggregation Group. After opting out, Members may rejoin the Program at a later date in the same manner as new residents moving into the [City/Village]. These members may contact the RES at any time to obtain enrollment information. All Members who re-join the Program shall be entitled to the rates set forth in the Service Agreement.
  3. Percentage of Income Payment Plan (PIPP) participation. The RES must facilitate billing for residents enrolled in the PIPP bill payment assistance program for low-income residential customers. The RES must also notify PIPP customers of the consequences of participating in the Aggregation.
  4. Change of Address. Members who move from one location to another within the corporate limits of the [City/Village] shall retain their participant status, pursuant to Section VII.G.4 of this Plan.
  5. The RES will establish procedures and protocols to work with ComEd on an ongoing basis to add, delete or change any member participation or rate information.
  6. Community Solar Subscriptions. Members who have Subscriptions to Community Solar resources will not be enrolled into the Program in order to ensure that the Member retains the highest Subscription value.
- F. Member Services:
1. Program Management and Documentation: The RES must have standard operating procedures in place that govern Member education, Opt-out notification, Member inquiries, and public outreach regarding the Aggregation Program.

2. Member Inquiries.

- a. Procedures for Handling Customer Complaints and Dispute Resolution. Concerns regarding service reliability should be directed to ComEd, billing questions should be directed to ComEd or the RES, and any unresolved disputes should be directed to the ICC.
- b. Telephone Inquiries. The RES must maintain a local or toll-free telephone access line which will be available to Aggregation Members 24 hours a day, seven days a week. Trained company representatives will be available to respond to customer telephone inquiries during normal business hours. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day. Under normal operating conditions, telephone answer times by a customer representative, including wait time, shall not exceed 30 seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed 30 seconds. These standards shall be met no less than 90 percent of the time under normal operating conditions, measured on a quarterly basis.
- c. Internet and Email. The RES must establish and maintain a website for the Aggregation Members. The website will provide basic information concerning the Aggregation program and will facilitate member inquiries by providing a platform for the submission of questions by email or text. Responses to inquiries submitted through the website platform must be generated within 24 hours.
- d. Bilingual Services. The RES must provide customer service for Members requiring non-English verbal and written assistance.
- e. Hearing Impaired. The RES must provide customer service for hearing impaired Members.

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

G. Billing and Fees.

1. Collection and credit procedures remain the responsibility of the Electric Utility and the individual Aggregation Member. Members are required to remit and comply with the payment terms of ComEd. The [City/Village] will not be responsible for late payment or non-payment of any Member accounts. Neither the [City/Village] nor the RES shall have separate credit or deposit policies for Members.
2. Early Termination. Members may terminate service from the RES without penalty if they relocate outside of the [City/Village]. Members who did not opt out of the Program during the Opt-Out Period and who later leave the Program for other reasons may be assessed an early termination fee by the RES not to exceed \$25.
3. Enrollment Fee. For any new Member that joins the Program after the activation of service by the RES for the [City/Village], the RES may charge an enrollment fee only to establish service at a property for which the RES had not previously provided service in the preceding 30 days. The RES shall not charge any enrollment fee with respect to any property for which the identity of the Member is changed but at which service is interrupted for a period of less than 30 days. Any enrollment fee authorized pursuant to this Paragraph shall not exceed \$25.
4. Switching Fee. Members changing residency within the [City/Village] will not be assessed early termination or enrollment fees. The RES shall continue service at the same rate and under the same terms and conditions for any Member who relocates within the [City/Village] prior to the expiration of the contract term, providing that the Member notifies the RES of his or her desire to do so with 30 days' notice. Moving within the [City/Village] may cause the Member to be served for a brief period of time by ComEd. The RES shall have the right to bill the participant for any associated switching fee imposed by ComEd.

H. Reliability of Power Supply: The Program will only affect the generation source of power. ComEd will continue to deliver power through their transmission and distribution systems. Responsibility for maintaining system reliability

continues to rest with ComEd. If Members have service reliability problems, they should contact ComEd for repairs. The ICC has established “Minimum Reliability Standards” for all utilities operating distribution systems in Illinois. Member outages, duration of outages, interruptions, etc., are monitored to ensure reliability remains at satisfactory levels. In addition to maintaining the “wires” system, ComEd is required to be the “Provider of Last Resort.” This means that if the RES fails for any reason to deliver any or all of the electricity needed to serve the Members’ needs, ComEd will immediately provide for the shortfall. ComEd would then bill the RES for the power provided on their behalf. The Members would incur no additional cost.

## VIII. ADDITIONAL SERVICE TERMS AND CONDITIONS

- A. Member Education. At the direction of the [City/Village], the RES will assist the [City/Village] in developing a Member Education Plan.
- B. Reporting. The RES will provide to the [City/Village] and to the Consultant the following reports.
  - 1. Power Mix Reporting. The RES will deliver quarterly reports to the [City/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 [City/Village]; (b) the electricity was supplied to the interconnected grid serving the [City/Village].

The report will show the source of the power and demonstrate that the power was provided in accordance with Renewable Portfolio Standards and the federal Clean Air Act regulations and permits.
  - 2. REC Reporting. The RES 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 RES will provide the [City/Village] with quarterly reports showing the number of Members participating in the Aggregation Program and the total cost for energy provided to the Aggregation as compared to the ComEd’s default tariff service rates. In addition, the RES will report its efforts at member education.
- C. Limitation of Liability. The [City/Village] shall not be liable to Aggregation Members for any claims, however styled, arising out of the aggregation program or out of any [City/Village] act or omission in facilitating the Municipal Aggregation Program.

## IX. INFORMATION AND COMPLAINT NUMBERS

Copies of this Plan will be available from the [City/Village] free of charge at [www.\\_\\_\\_\\_\\_](http://www._____.). Call XXX-XXX-XXXX for more information. Any electric customer, including any participant in the [City/Village]’s aggregation program, may contact the Illinois Commerce Commission for information, or to make a complaint against the Program, the RES or ComEd. The ICC may be reached toll free at 217-782-5793.

ATTACHMENT B: CONSORTIUM COMMUNITY CONSUMPTION DATA

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

[markjpruitt@gmail.com](mailto:markjpruitt@gmail.com)

ATTACHMENT C: FORM CONSORTIUM POWER SUPPLY AGREEMENT

**POWER SUPPLY AGREEMENT**  
By and Between  
The [Village/City of] and Vendor

This Power Supply Agreement is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (“**Agreement**”), by and between the [Village/City of] (“**[Village/City]**”), an Illinois municipal corporation, and **Vendor** (“**Vendor**”), a **[State of Incorporation]** corporation with an office located at **[Local Illinois Address]**. **Vendor** and the [Village/City of] are sometimes hereinafter referred to individually as a “Party” or collectively as the “Parties”.

**WITNESSETH**

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

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

**WHEREAS**, the [City/Village] is a member of the North Shore Electricity Aggregation Consortium, which includes the Villages of Deerfield, Glencoe, Lake Bluff, Northbrook, and Skokie, and the Cities of Highland Park, Lake Forest and Park Ridge (“**Consortium**”), which Consortium was established pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Action, 5 ILCS 220/1 *et seq.*, and Section 1-92 of the Act, 20 ILCS 3855/1-92 to facilitate joint action and intergovernmental cooperation concerning the Aggregation, and has negotiated this agreement as a joint purchasing opportunity for the use by multiple municipalities under the Governmental Joint Purchasing Act (30 ILCS 525/); and

**WHEREAS**, on March 20, 2012, the voters of the [City/Village] approved a referendum to authorize the operation of a Program as an “opt-out” program pursuant to the Act; and

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

**WHEREAS**, the Joint Power Supply Bid was issued on \_\_\_\_\_, 2021; and

**WHEREAS**, Vendor is a registered and certified RES by the ICC and was identified as the best value bidder pursuant to the Joint Power Supply Bid; and

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

**WHEREAS**, the [City/Village] and Vendor desire to establish the rights and obligations of the Parties with respect to aggregating, determining a price for, and supplying electricity to and for the Aggregation Program;

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

**ARTICLE 1: RECITALS**

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

## ARTICLE 2: DEFINITIONS

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

- A. **"Affiliate"** shall mean any person, firm, corporation (including, without limitation, service corporation and professional corporation), partnership (including, without limitation, general partnership, limited partnership and limited liability partnership), limited liability company, joint venture, business trust, association or other entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with Vendor.
- B. **"Act"** shall refer to the Illinois Power Agency Act, 20 ILCS 3855/1-1 *et seq.*
- C. **"Aggregation"** or **"Municipal Aggregation"** shall mean the pooling of residential and small commercial retail electrical loads located within the [City/Village] for the purpose of soliciting bids and entering into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment, all in accordance with Section 1-92 of the Act.
- D. **"Aggregation Consultant"** or **"Consultant"** shall refer to Illinois Community Choice Aggregation Network LLC (ICCAN), the independent consultant with demonstrated expertise in electric supply contracting that has been retained by the Consortium to assist with the implementation of each member municipality's Program; or such other independent consultant as may be identified by the City/Village.
- E. **"Aggregation Member"** or **"Member"** shall mean a residential or small commercial retail electric account properly enrolled in the Aggregation Program.
- F. **"Aggregation Program"** or **"Program"** shall mean the program adopted by the [City/Village] pursuant to Section 1-92 of the Act to provide residential and small commercial customers with retail electric supply.
- G. **"Agreement Term"** is defined in Section 3.A of this Agreement.
- H. **"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.
- I. **"Ancillary Services"** shall mean certain 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).
- J. **"Commodity Price"** is defined in Section 5.E.1 of this Agreement.
- K. **"Commonwealth Edison"** or **"ComEd"** shall mean the Commonwealth Edison Electric Utility Company as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within the [City/Village].
- L. **"Consortium"** shall mean the North Shore Electricity Aggregation Consortium.
- M. **"Consortium Designee"** shall mean the representative of the Consortium who will coordinate the process for execution by each member municipality of a contract price lock for electricity supply for each Municipal Aggregation Program.

- N. **“Default Tariff Rate”** is defined as the sum of (i) the ComEd Purchased Electricity Charge and (ii) the PJM Services Charge, for residential customers served under the ICC tariff known as ComEd Rate BES.
- O. **“Effective Date”** is defined in the first paragraph on the first page of this Agreement.
- P. **“Electric Utility”** shall mean Commonwealth Edison, as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within the Consortium.
- Q. **“Eligible Retail Customer”** shall mean a residential and small commercial retail customer of the Electric Utility eligible for participation in the Aggregation Program under the ICC tariff known as ComEd’s Rate GAP.
- R. **“Extended Agreement Term”** is defined in Section 3.A of this Agreement.
- S. **“Force Majeure Event”** is defined in Section 6.C of this Agreement.
- T. **“ICC”** shall mean the Illinois Commerce Commission as described in 220 ILCS 5/2-101.
- U. **“ICC Approval Date”** shall mean the date of approval and posting by the ICC of the Electric Utility’s residential utility Default Tariff Rate for the June - May periods that approximately coincide with the second and third years of the Agreement Term.
- V. **“Initial Agreement Term”** is defined in Section 3.A of this Agreement.
- W. **“Initial Price Lock Term”** is defined in Section 5.E of this Agreement.
- X. **“Initial Price Review Period”** is defined in Section 5.E.1 of this Agreement.
- Y. **“IL RPS”** is defined in Section 5.A.2 of this Agreement.
- Z. **“Load”** shall mean the total electric energy usage required to serve the residential and small commercial Aggregation Members in the Aggregation Program.
- AA. **“Meter Read Cycle End Date”** is defined as the last day of a ComEd electricity meter read cycle.
- BB. **“Meter Read Cycle Start Date”** is defined as the first day of a ComEd electricity meter read cycle.
- CC. **“Opt-Out”** shall mean the process by which an Eligible Retail Customer who would be included in the Aggregation Program chooses not to participate in the Aggregation Program, and therefore does not become an Aggregation Member.
- DD. **“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.
- EE. **“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.
- FF. **“Plan of Operation and Governance”** shall mean the Aggregation Plan of Operation and Governance adopted by the [City/Village] pursuant to the requirements set forth in Section 1-92 of the Act, a copy of which is attached to this Agreement as Exhibit G.
- GG. **“Price Lock Term”** shall mean the then-applicable Initial Price Lock Term or a Subsequent Price Lock Term.
- HH. **“REC”** shall mean Renewable Energy Credits for use in compliance with Illinois Renewable Portfolio Standards or as certifiable under the Green-e National Standard.
- II. **“Regulatory Event”** is defined in Section 6.B of this Agreement.
- JJ. **“Services”** is defined in Article 5 of this Agreement.

- KK. “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.
- LL. “Subsequent Price Lock Term”** is defined in Section 5.E of this Agreement.
- MM. “Subsequent Price Review Period”** shall mean the period beginning on the date that is five business days prior to the expected ICC Approval Date, as mutually determined by the Consortium and the Vendor, and ending on the date that is two business days after the actual ICC Approval Date.
- NN. “Terms and Conditions”** is defined in Section 5.B.3 of this Agreement.
- OO. “Total Price”** is defined in Section 5.E.2 of this Agreement.
- PP. “Vendor Margin”** shall mean the amount charged by the selected Vendor above the market price for electricity supply, capacity, transmission, and ancillary services, as provided in, and in accordance with, Section 5.F.2 of this Agreement.

### **ARTICLE 3: TERM**

**A. Term of Agreement.** This Agreement is for an initial term beginning on the Effective Date of this Agreement and ending on the date that is the last Meter Read Cycle End Date for Aggregation Members for \_\_\_\_\_, 2021 (the “**Initial Agreement Term**”), unless terminated early pursuant to Section 5.E.4 or Article 6 of this Agreement. The [City/Village] and the Vendor may extend the Initial Agreement Term for additional periods of time up to 24 months for each extension, by written agreement approved and executed by each of them (each an “**Extended Agreement Term**”) (the applicable Initial Agreement Term or Extended Agreement Term is the “**Agreement Term**”). Nothing in this Article related to the Initial Agreement Term or the possibility of agreement to an Extended Agreement Term may be construed or applied in any manner to create any expectation that any right or authority related to this Agreement granted by the City/Village to the Vendor shall continue beyond the Initial Agreement Term or an approved Extended Agreement Term.

### **ARTICLE 4: PROGRAM RESPONSIBILITIES**

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

- 1. Customer Information.** Vendor and the [City/Village] shall cooperate to obtain the Customer Information from ComEd, subject to the limitations on disclosure of the Customer Information established at law, including without limitation the Act, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, and Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH. The City/Village agrees to request the Customer Information from ComEd not less than twice in each 12-month rolling period within the Agreement Term. The Vendor agrees to reimburse the City/Village for all costs incurred by the City/Village pursuant to this Section 4.A.1, in accordance with Section 5.F of this Agreement.
- 2. Notices from ComEd.** The [City/Village] shall promptly forward to the Vendor any notices received by the [City/Village] from ComEd concerning the accounts of Aggregation Members.
- 3. No [City/Village] Obligations to Provide Services.** The parties acknowledge and agree that the [City/Village] is not responsible to provide, and this Agreement shall not be construed to create any responsibility for the [City/Village] to provide, the Services to any person or entity, including without limitation the Vendor, ComEd, or any Aggregation Member.

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

**B. Vendor Obligations.**

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

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

3. **Compliance with Plan of Operation and Governance.** The Vendor shall provide all services required under this Agreement in accordance and compliance with the Plan of Operation and Governance adopted by, and as may be amended by, the [City/Village]. In the event of a conflict between the Plan of Operation and Governance and this Agreement, the Plan of Operation and Governance shall control.

**ARTICLE 5: VENDOR SERVICES**

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

**A. Electricity Supply.**

1. **Electricity Supply.** Vendor shall provide electricity supply sufficient to serve the Load of each Aggregation Member account for which it is ultimately contracted to serve.

a. **Transmission.** Vendor shall acquire, and pay for, all necessary transmission services to serve the Load of each Aggregation Member, including, without limitation, all electric energy costs, PJM congestion charges, PJM capacity charges, PJM network transaction charges, distribution losses, and transmission losses.

b. **Billing.** Vendor shall make all arrangements to ensure that Aggregation Members continue to receive a single monthly bill from ComEd. Additionally, 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.

c. **Data.** Vendor shall maintain a comprehensive and confidential database recording historical account information for Member accounts, and maintain a current list of enrolled accounts, accounts that have opted-out of the Aggregation Program, and accounts that have been added to the Aggregation Program.

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

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

**3. Delivery Specifications**

a. **Quality and Measurement.** Vendor warrants that all electricity sold and delivered shall be of the specifications required by PJM and ComEd and suitable for delivery to and use by the Members.

b. **Title.** Vendor warrants that it possesses or will possess good marketable title to all electricity sold to the Members, and that such electricity is free from all liens and adverse claims. Specifically, and without limitation of the foregoing, Vendor warrants title up to the delivery point, as identified in Section 5.A.3.c of this

Agreement. Title to and risk of loss for the electricity sold hereunder shall pass to the purchasing Member upon delivery at such delivery points.

- c. **Delivery.** Vendor shall cause all electricity supplied under this Agreement to be delivered to the ComEd distribution system to secure delivery to the Aggregation Members.

**B. Program Implementation.**

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

- a. **Program Management and Documentation.** Vendor shall follow its standard operating procedures governing Member education, Opt Out notification, customer inquiries, and public outreach regarding the Aggregation Program, as set forth in Exhibit E attached hereto.

- b. **Confidentiality.** Vendor shall maintain the confidentiality of customer information pursuant to Article 10 of this Agreement and as required by law.

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

- i. **Telephone Inquiries.** Vendor shall maintain a toll-free telephone access line which shall be available to Aggregation Members 24 hours a day, seven days a week. Trained company representatives shall be available to respond to customer telephone inquiries during normal business hours. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours shall be responded to by a trained company representative on the next business day. Under normal operating conditions, telephone answer times by a customer representative, including wait time, shall not exceed 30 seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed 30 seconds. These standards shall be met no less than 90 percent of the time under normal operating conditions, measured on a quarterly basis.

- ii. **Internet and Electronic Mail.** Vendor shall establish and maintain a website for the Aggregation Members. The website shall provide basic information concerning the Aggregation program and facilitate customer inquiries by providing a platform for the submission of questions by email or text. Responses to inquiries submitted through the website platform shall be generated within 24 hours. 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 Vendor to the estimated total price available through ComEd, based upon the Member's consumption within the preceding 12 months.

- iii. **Multi-Lingual Services.** Vendor shall provide customer service for Members requiring non-English verbal and written assistance.

- iv. **Hearing Impaired.** Vendor shall provide customer service for hearing impaired Members.

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

- a. **Opt-Out Notifications.** Immediately upon the establishment of a Fixed Total Price for the provision of electricity supply for the Initial Price Lock Term, in accordance with Section 5.E.1 of this Agreement, the Vendor shall commence and manage the Opt-Out Notification process under the supervision of the

[City/Village] and the Consultant, in accordance and compliance with the Plan of Operation and Governance. 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.

- b. **New Accounts.** Vendor shall facilitate the addition of new customer accounts to the Aggregation Program during the term of this Agreement. The [City/Village] and the Vendor shall cooperate in good faith to identify, not less than once per calendar quarter, potential new customers who have established new electricity service through the Electric Utility in the [City/Village] during the preceding calendar quarter, and to inform such potential new customers of the availability of the Aggregation Program. Vendor shall also develop and provide an internet-based platform to facilitate the addition of new customer accounts for such potential new customers. Vendor shall pay all costs of mailings sent to such potential new customers, and all costs of the internet enrollment platform, in support of the requirements set forth in this Section 5.B.2.b.
- c. **Re-Joining the Aggregation Group.** Vendor shall assist Aggregation Members that have Opted Out to rejoin at a later date.
- d. **Moving Within the [City/Village] and Maintaining the Same Account Number.** Vendor shall continue service at the same rate and under the same terms and conditions for any Member who relocates within the [City/Village] prior to the expiration of the term of this Agreement, providing that the Member notifies the Vendor of its desire to do so with 30 days' notice.
- e. **Percentage of Income Payment Plan (PIPP).** Vendor shall facilitate billing for residents enrolled in the PIPP bill payment assistance program for low-income residential customers. Vendor shall also notify PIPP customers of the consequences of participating in the Aggregation.
- f. **Credit/Deposit Requirements.** Collection and credit procedures are to be the responsibility of ComEd, the Vendor, and the individual Member. Members will be required to comply with the payment terms of ComEd and/or the Vendor. The [City/Village] is not responsible for late payment or non-payment of any Member account. Neither the [City/Village] nor the Vendor shall have a separate credit or deposit policy concerning Member accounts.
- g. **Reliability of Power Supply.** The Parties acknowledge that the Program only affects pricing for the generation source of power. ComEd will continue to deliver power through its transmission and distribution systems. Responsibility for maintaining system reliability continues to rest with ComEd. If Members have service reliability problems, they should contact ComEd for repairs. The ICC has established "Minimum Reliability Standards" for all utilities operating distribution systems in Illinois. Member outages, duration of outages, interruptions, etc., are monitored to ensure reliability remains at satisfactory levels. In addition to maintaining the "wires" system, ComEd is required to be the "Provider of Last Resort," meaning that should the Vendor fail for any reason to deliver any or all of the electricity needed to serve the Members' needs, ComEd will immediately provide any supplemental electricity to the Members as may be required. ComEd would then bill the Vendor for the power provided on their behalf, and the Members would incur no additional cost therefor.
- h. **Fees Imposition.** Neither the [City/Village] nor Vendor shall impose any conditions, terms, fees, or charges on any Member served by the Program unless the particular term, condition, fee, or charge is clearly disclosed to the Member at the time the Members chose not to opt-out of the Program.
- i. **Enrollment and Disenrollment Charges.** Vendor shall not assess any fees on Aggregation Members

- j. **Form Documents.** Examples of the opt-out letter and uniform disclosure form to be prepared and provided by Vendor are provided in Exhibit D to this Agreement.
- 3. **Terms of Service.** The terms of service between each Member and Vendor shall be set forth in the agreement between them, substantially in the form attached hereto as Exhibit C ("**Terms and Conditions**").
- C. **Program Monitoring.** Vendor is responsible for the faithful performance of this Agreement and shall have internal monitoring procedures and processes to ensure compliance, as more fully described in this Section 5.C.
  - 1. **Recording.** Vendor shall assist the [City/Village] in developing a performance scorecard with conditions, milestones, requirements, or timetables that shall be met before additional steps may be taken or payment is due. The scorecard may additionally record matters related to price, service, quality and other factors deemed important.
  - 2. **Cooperation.** Vendor shall cooperate with the [City/Village] in monitoring and tracking Program activity. This may require Vendor to report progress, problems and proposed resolutions, performance records, allow random inspections of its facilities (upon the provision of not less than 48 hours' advance notice), participate in scheduled meetings and provide management reports as requested by the [City/Village].
- D. **Cooperation at the Conclusion of the Aggregation.** Vendor agrees that it shall cooperate with the [City/Village] in the [City/Village]'s planning and implementation of an aggregation plan that may succeed the Program under this Agreement. In its cooperation, Vendor shall, at a minimum, in a manner consistent with the then-applicable Commonwealth Edison tariff for Government Aggregation Protocols and as required by law, provide the [City/Village] the names and addresses and account information for Aggregation Members in electronic format.
- E. **Price Under a Vendor Margin Structure (Optional Language, this language will be struck if another pricing structure is selected by the City/Village).** In the event that a Vendor Margin Price Offer is to be provided by the Vendor, the price for the Services during a specified Price Lock Term shall be the "Total Price", as calculated pursuant to Section 5.E.2 of this Agreement, and shall be memorialized in the form of a Transaction Confirmation, all as set forth in Exhibit A. The Total Price for the applicable Price Lock Term shall be determined in accordance with the following procedure:
  - 1. **Determination of Commodity Price.** The Vendor will provide to the [City/Village] and to the Consultant with either fixed Commodity Price options upon request. The Vendor will submit daily fixed price market quotes for electricity supply to serve the Aggregation Members' Load for multiple terms as requested. The daily market price quotes will detail the unit costs of energy supply, capacity, transmission, and ancillary services (collectively, a fixed "Commodity Price") available to the Aggregation Members for all municipalities in the Consortium on that day. The daily fixed Commodity 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 the terms of this Agreement. If the daily fixed Commodity Price quote is deemed unacceptable, the Consortium municipalities will not be obligated to accept the fixed Commodity Price quote. If the daily fixed Commodity Price quote is deemed acceptable by the Consultant, the Consultant will inform the designees of the [City/Village] and the other members of the Consortium of the fixed Commodity Price and recommend acceptance. If accepted, a representative of the [City/Village] and the other members of the Consortium will affirm acceptance to the Vendor of the fixed Commodity Price quote plus the approved Vendor Margin by email and phone using the attached Exhibit A no later than 4 PM Central Time ("Daily Acceptance Deadline") on the same day. If acceptance and written affirmation of the acceptance of the fixed Commodity Price quote is not received by the Daily Acceptance Deadline, then that day's fixed Commodity Price quote will be deemed to have not been accepted.
  - 2. **Calculation of Fixed Total Price.** The Total Price for the supply of electricity pursuant to this Agreement shall be the sum of: (a) the Commodity Price, as determined and approved pursuant to Section 5.E.1 or 5.E.3 of this Agreement, as applicable; (b) the "Pass Through Items", consisting of the ComEd POR percentage, the ComEd

UCB per bill charge, and a per-kilowatt-hour charge in the annual amount, to be determined by the [City/Village] and Vendor, sufficient to satisfy the reimbursement obligation for the applicable Price Lock Term, as set forth in Section 5.F of this Agreement; and (c) the Vendor Margin, as set forth in Exhibit A to this Agreement. See Exhibit B attached to this Agreement for a chart identifying and further clarifying the components and process for calculation of the Total Price pursuant to this Section 5.E.2.

- 3. Subsequent Price Lock Terms.** At the discretion and request of the [City/Village], the Vendor will provide pricing for Subsequent Price Lock options in accordance with the following:
- a. On each business day during each Subsequent Price Review Period, the Vendor will provide to the [City/Village] and to the Consultant daily fixed Commodity Price quotes for a \_\_\_-month period immediately following the then-applicable Price Lock Term ("**Subsequent Price Lock Term**"), and the [City/Village] and the Consortium will either accept or reject such quotes, in the same manner as is set forth in Section 5.E.1 of this Agreement.
  - b. In each calendar year of the Agreement Term, during each calendar month beginning February 1 and the beginning of each Subsequent Price Review Period, and upon receipt of two business days' advance written request from the Consultant, the Vendor shall provide indicative and/or executable fixed Commodity Price quotes to the Consultant and to the Consortium for any single five-business-day period identified by the Consultant during the applicable calendar month. The daily fixed Commodity Price quote will detail the unit costs of energy supply, [**capacity, transmission,**] and ancillary services for electricity supply to serve the Aggregation Members' Load for the upcoming Subsequent Price Lock Term available to the [City/Village] and the other members of the Consortium on that day. The [City/Village] and the Consortium shall have the right, but not the obligation, to accept any executable fixed Commodity Price quote for the upcoming Subsequent Price Lock Term, in the same manner as is set forth in Section 5.E.1; provided, however, that the Vendor does not guarantee that any fixed Commodity Price quote accepted pursuant to this Section 5.E.3.b will be equal to or lower than the Default Tariff Rate.
  - c. Upon the acceptance of a quote for a Subsequent Price Lock Term pursuant to this Section 5.E.3, and the calculation of the Fixed Total Price for that Subsequent Price Lock Term pursuant to Section 5.E.2 of this Agreement, the Vendor and the [City/Village] shall cooperate in good faith to notify all Aggregation Members of the fixed Total Price for the supply of electricity for the applicable Subsequent Price Lock Term.
  - d. In all cases for the Subsequent Price Lock Term process, any fixed Commodity Price quotes shall be based on the then-current customer base for the entire Consortium program, and executable Fixed Commodity Price quotes will be binding on Vendor only if all Consortium municipalities accept the fixed Commodity Price as outlined in Section 5.E.1 of this Agreement. Notice of the updated fixed Total Price, once accepted by all Consortium municipalities and as calculated pursuant to Section 5.E.2 of this Agreement, will be transmitted to residents via a joint mailing by Vendor and the [City/Village] at the [City/Village]'s non-profit standard bulk mail rate, the reasonable and documented direct costs of which will be paid by Vendor.
  - e. In all cases for each Price Lock Term, if an event occurs that causes any material disruption in market conditions or volatility in quoted wholesale market prices (e.g. extreme weather, war, natural disaster, etc.), then, upon notice to the [City/Village] and the Consortium, Vendor may temporarily suspend its obligation to provide Fixed Commodity Price quotes pursuant to this Section 5.E until such conditions abate.
- 4. Failure to Accept Price.** In the event that, prior to the expiration of the applicable Subsequent Price Review Period, the [City/Village] and the other members of the Consortium do not accept a fixed Commodity Price quote for an upcoming Subsequent Price Lock Term or a variable Commodity Price is not in place with the Vendor, the Vendor shall, at its option, either: (a) provide the energy supply for the upcoming Price Lock Term at a Fixed Total Price equal to: (i) 0.40 times the Default Tariff Rate for the months of June through September of the applicable

Price Lock Term; plus (ii) 0.60 times the Default Tariff Rate for the months of October through May of the applicable Price Lock Term; less (iii) \$0.0001 per kilowatt-hour; or (b) terminate this Agreement.

5. **Price Availability.** The Total Price calculated pursuant to Section 5.E.2 of this Agreement for the Initial Price Lock Term or for a Subsequent Price Lock Term shall be made available to all Members enrolled in the Program, except: (a) any Member that has terminated participation in the Program during the applicable Price Lock Term and then requests a resumption of service through the Program during the same Price Lock Term; and (b) any Member that did not previously participate in the Program in the [City/Village] or in any other Consortium municipality and that requests new service at a specific location within the [City/Village] at which the Vendor had not previously provided the Services.
6. **Fixed Vendor Margin.** The Vendor acknowledges and agrees that the amount set forth as the “Vendor Margin” in Exhibit A to this Agreement shall be fixed, and shall not be subject to escalation, throughout the Initial Agreement Term.
7. **Additional Charges, Taxes, or Levies.** In the event that the Electric Utility, the PJM or other applicable regional transmission organization, any transmission provider, or any unit of government takes action or inaction that materially changes the amounts of any charges, taxes, or levies imposed by such entities upon the Vendor for the provision of the Services, or imposed upon any wholesale supplier of electricity to the Vendor, or that materially changes the manner in which the Vendor provides the Services, then:
  - a. The Vendor shall provide written notice to the [City/Village], 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 Fixed Total Price for the applicable Price Lock Term necessary to reflect the effect of such action or inaction; and (iii) the date on which the price adjustment will become effective for the Program.
  - b. Within 15 days after receipt of the notice described in Section 5.E.7.a, the [City/Village] shall have the right to request a meeting with the Vendor to review the action or inaction, and the price adjustment, identified by the Vendor. The Vendor and the [City/Village] shall meet within five business days after delivery of such request to the Vendor and shall cooperate in good faith to resolve any dispute regarding the price adjustment. Nothing in this Section 5.E.7.b shall prevent the price adjustment from becoming effective on Members’ bills on the date noticed pursuant to Section 5.E.7.a of this Agreement.

The Vendor shall continue to provide the Services during any such negotiations, unless prohibited by law or regulation. This Section 5.E.7 shall not apply to any fine or penalty assessed against the Vendor as a result of any failure by the Vendor to comply with applicable laws and regulations.

- F. **Price Under a Total Fixed Price Structure (Optional Language, this language will be struck if another pricing structure is selected by the City/Village).** In the event that a Total Fixed Price Margin offer is to be provided by the Vendor, the price for the Services during a specified Price Lock Term shall be the “Total Price”, as calculated pursuant to Section 5.F.1 of this Agreement, and shall be memorialized in the form of a Transaction Confirmation, all as set forth in Exhibit A. The Total Price for the applicable Price Lock Term shall be determined in accordance with the following procedure:
  1. **Determination of Commodity Price.** The Vendor will provide to the [City/Village] and to the Consultant with a fixed Commodity Price options upon request. The Vendor will submit daily fixed price market quotes for electricity supply to serve the Aggregation Members’ Load for multiple terms as requested. The daily market price quotes will detail the unit costs of energy supply, capacity, transmission, ancillary services (collectively, a fixed “Commodity Price”), and vendor margin and will be available to the Aggregation Members for all municipalities in the Consortium on that day. The daily fixed Commodity 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

the terms of this Agreement. If the daily fixed Commodity Price quote is deemed unacceptable, the Consortium municipalities will not be obligated to accept the fixed Commodity Price quote. If the daily fixed Commodity Price quote is deemed acceptable by the Consultant, the Consultant will inform the designees of the [City/Village] and the other members of the Consortium of the fixed Commodity Price and recommend acceptance. If accepted, a representative of the [City/Village] and the other members of the Consortium will affirm acceptance to the Vendor of the fixed Commodity Price quote by email and phone using the attached Exhibit A no later than 4 PM Central Time (“Daily Acceptance Deadline”) on the same day. If acceptance and written affirmation of the acceptance of the fixed Commodity Price quote is not received by the Daily Acceptance Deadline, then that day’s fixed Commodity Price quote will be deemed to have not been accepted.

2. **Calculation of Fixed Total Price.** The Total Price for the supply of electricity pursuant to this Agreement shall be the sum of: (a) the Commodity Price, as determined and approved pursuant to Section 5.E.1 or 5.E.3 of this Agreement, as applicable; (b) the “Pass Through Items”, consisting of the ComEd POR percentage, the ComEd UCB per bill charge, and a per-kilowatt-hour charge in the annual amount, to be determined by the [City/Village] and Vendor, sufficient to satisfy the reimbursement obligation for the applicable Price Lock Term, as set forth in Section 5.F of this Agreement; and (c) the Vendor Margin, as set forth in Exhibit A to this Agreement. See Exhibit B attached to this Agreement for a chart identifying and further clarifying the components and process for calculation of the Total Price pursuant to this Section 5.E.2.
3. **Subsequent Price Lock Terms.** At the discretion and request of the [City/Village], the Vendor will provide pricing for Subsequent Price Lock options in accordance with the following:
  - a. On each business day during each Subsequent Price Review Period, the Vendor will provide to the [City/Village] and to the Consultant daily fixed Commodity Price quotes for a \_\_\_-month period immediately following the then-applicable Price Lock Term (“**Subsequent Price Lock Term**”), and the [City/Village] and the Consortium will either accept or reject such quotes, in the same manner as is set forth in Section 5.E.1 of this Agreement.
  - b. Upon receipt of two business days’ advance written request from the Consultant, the Vendor shall provide indicative and/or executable fixed Commodity Price quotes to the Consultant and to the Consortium for any single five-business-day period identified by the Consultant during the applicable calendar month. The fixed Commodity Price quote will detail the unit costs of energy supply, [**commodity, capacity, transmission,**] and ancillary services for electricity supply to serve the Aggregation Members’ Load for the upcoming Subsequent Price Lock Term available to the [City/Village] and the other members of the Consortium on that day. The [City/Village] and the Consortium shall have the right, but not the obligation, to accept any executable fixed Commodity Price quote for the upcoming Subsequent Price Lock Term, in the same manner as is set forth in Section 5.F.1; provided, however, that the Vendor does not guarantee that any fixed Commodity Price quote accepted pursuant to this Section 5.E.3.b will be equal to or lower than the Default Tariff Rate.
  - c. Upon the acceptance of a quote for a Subsequent Price Lock Term pursuant to this Section 5.F.3, and the calculation of the Fixed Total Price for that Subsequent Price Lock Term pursuant to Section 5.F.2 of this Agreement, the Vendor and the [City/Village] shall cooperate in good faith to notify all Aggregation Members of the fixed Total Price for the supply of electricity for the applicable Subsequent Price Lock Term.
  - d. In all cases for the Subsequent Price Lock Term process, any fixed Commodity Price quotes shall be based on the then-current customer base for the entire Consortium program, and executable Fixed Commodity Price quotes will be binding on Vendor only if all Consortium municipalities accept the fixed Commodity Price as outlined in Section 5.F.1 of this Agreement. Notice of the updated fixed Total Price, once accepted by all Consortium municipalities and as calculated pursuant to Section 5.F.2 of this Agreement, will be

transmitted to residents via a joint mailing by Vendor and the [City/Village] at the [City/Village]'s non-profit standard bulk mail rate, the reasonable and documented direct costs of which will be paid by Vendor.

- e. In all cases for each Price Lock Term, if an event occurs that causes any material disruption in market conditions or volatility in quoted wholesale market prices (e.g. extreme weather, war, natural disaster, etc.), then, upon notice to the [City/Village] and the Consortium, Vendor may temporarily suspend its obligation to provide Fixed Commodity Price quotes pursuant to this Section 5.F until such conditions abate.

**4. Failure to Accept Price.** In the event that, prior to the expiration of the applicable Subsequent Price Review Period, the [City/Village] and the other members of the Consortium do not accept a fixed Commodity Price quote for an upcoming Subsequent Price Lock Term or a variable Commodity Price is not in place with the Vendor, the Vendor shall, at its option, either: (a) provide the energy supply for the upcoming Price Lock Term at a Fixed Total Price equal to: (i) 0.40 times the Default Tariff Rate for the months of June through September of the applicable Price Lock Term; plus (ii) 0.60 times the Default Tariff Rate for the months of October through May of the applicable Price Lock Term; less (iii) \$0.0001 per kilowatt-hour; or (b) terminate this Agreement.

**5. Price Availability.** The Total Price calculated pursuant to Section 5.F.2 of this Agreement for the Initial Price Lock Term or for a Subsequent Price Lock Term shall be made available to all Members enrolled in the Program, except: (a) any Member that has terminated participation in the Program during the applicable Price Lock Term and then requests a resumption of service through the Program during the same Price Lock Term; and (b) any Member that did not previously participate in the Program in the [City/Village] or in any other Consortium municipality and that requests new service at a specific location within the [City/Village] at which the Vendor had not previously provided the Services.

**6. Additional Charges, Taxes, or Levies.** In the event that the Electric Utility, the PJM or other applicable regional transmission organization, any transmission provider, or any unit of government takes action or inaction that materially changes the amounts of any charges, taxes, or levies imposed by such entities upon the Vendor for the provision of the Services, or imposed upon any wholesale supplier of electricity to the Vendor, or that materially changes the manner in which the Vendor provides the Services, then:

- a. The Vendor shall provide written notice to the [City/Village], 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 Fixed Total Price for the applicable Price Lock Term necessary to reflect the effect of such action or inaction; and (iii) the date on which the price adjustment will become effective for the Program.
- b. Within 15 days after receipt of the notice described in Section 5.F.6.a, the [City/Village] shall have the right to request a meeting with the Vendor to review the action or inaction, and the price adjustment, identified by the Vendor. The Vendor and the [City/Village] shall meet within five business days after delivery of such request to the Vendor and shall cooperate in good faith to resolve any dispute regarding the price adjustment. Nothing in this Section 5.F.6.b shall prevent the price adjustment from becoming effective on Members' bills on the date noticed pursuant to Section 5.F.6.a of this Agreement.

The Vendor shall continue to provide the Services during any such negotiations, unless prohibited by law or regulation. This Section 5.F.6 shall not apply to any fine or penalty assessed against the Vendor as a result of any failure by the Vendor to comply with applicable laws and regulations.

**G. Price Under a ComEd price Match Structure (Optional Language, this language will be struck if another pricing structure is selected by the City/Village).** In the event that a ComEd Price Match offer is to be provided by the Vendor, the pricing and offer to Members will be consistent with the language included in Exhibit G to this Agreement.

**H. Reimbursement of [City/Village] Costs.** Within 90 days after the Effective Date of this Agreement, Vendor shall reimburse the [City/Village] for all professional, legal, Consultant, and administrative costs incurred by the [City/Village] in connection

with the adoption of the Aggregation Program and the negotiation and execution of this Agreement. In the event that the term of the Agreement is greater than one year, Vendor shall reimburse the [City/Village] for all ongoing professional, legal, Consultant, and administrative costs incurred by the [City/Village] in connection with the operation of the Aggregation Program.

## ARTICLE 6: DEFAULT AND TERMINATION

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

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

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

Material terms and conditions include, but are not limited to:

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

- 2. Regulatory Event.**

a. **Definition.** The following shall constitute a "Regulatory Event":

1. **Illegality.** It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of, change in, or change in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction.
2. **Adverse Government Action.** A regulatory, legislative or judicial body: (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party; (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.

b. **Occurrence of Regulatory Event.** Upon the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. Within 30 days, or such other period as the Parties may agree in writing, the Parties shall enter into good faith negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to this Agreement, within the prescribed time after entering into negotiations, the adversely affected Party shall have the right, upon 10 days prior written notice, to terminate this Agreement.

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

C. **Force Majeure Events.** The Vendor shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by a "***Force Majeure Event***," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Vendor's ability to anticipate or control. Specifically, and without limitation of the foregoing, during any Force Majeure Event, the Vendor shall have no obligation to provide daily fixed price quotes pursuant to Section 5.E of this Agreement. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

#### ARTICLE 7: INDEMNIFICATION AND INSURANCE

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

B. **Insurance.** Contemporaneous with the Vendor's execution of this Agreement, the Vendor shall provide certificates and policies of insurance, all with coverages and limits acceptable to the [City/Village] and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit F to this Agreement. For good cause shown, the [City/Village] [Manager/Administrator], or his or her designee, may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the [City/Village] [Manager/Administrator], or his or her designee, may impose in the exercise of his or her sole discretion. Such certificates and policies shall be in a form acceptable to the [City/Village] and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide; however, in the alternative, the Vendor may provide such certificates and policies from its captive insurer upon the prior approval of the [City/Village], which approval shall not be unreasonably withheld. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the [City/Village], unless such

coverage is replaced by coverage that is equivalent in limits and terms of coverage. The Vendor shall, at all times during the term of this Agreement, maintain and keep in force, at the Vendor’s expense, the insurance coverages provided above.

**ARTICLE 8: MISCELLANEOUS**

- A. Entire Agreement.** This Agreement, including all Exhibits, constitutes the entire Agreement and understanding between the Parties with respect to the Services. All prior written and verbal agreements and representations with respect to the Services are merged into and superseded by this Agreement.
- B. Amendment.** All amendments or modifications to this Agreement shall be made in writing and signed by both Parties before they become effective.
- C. Assignment.** This Agreement shall not be transferred or assigned by either Party without the express authorization of the other Party, which shall not be unreasonably withheld, provided, however, that upon advance written notice to the [City/Village], Vendor may assign this Agreement to an affiliate without the express authorization of the [City/Village], provided that Vendor remains liable for Vendor’s obligations hereunder.
- D. Notices.** Any notices, requests or demands regarding the services provided under this Agreement and the Attachments shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address shown below; or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.

To [City/Village]	To Vendor
With a copy to:	With a copy to:

- E. Waivers.** The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, that the Village may have under Federal or state law unless such waiver is expressly stated herein.
- F. Applicable Law and Choice of Venue.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois, without regard to principles of conflict of laws. Except as to any matter within the jurisdiction of the ICC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, \_\_\_\_ County, Illinois. Any

matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

- G. Exhibits.** Exhibits A through G attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.
- H. Controlling Provisions.** In the event of any inconsistency between the text of this Agreement and the terms of the Exhibits hereto, the text of this Agreement shall control.
- I. Severability.** Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.
- J. No Third-Party Beneficiaries.** Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.
- K. Validity of Agreement.** The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.
- L. Authority to Sign Agreement.** Vendor warrants to the Village that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of the Vendor warrants to the Village that he is authorized to execute this Agreement in the name of the Vendor.
- M. Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the [City/Village] and the Vendor and their respective successors, grantees, lessees, and assigns throughout the Agreement Term.
- N. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument.
- O. Subcontractors.** Vendor agrees to employ only those subcontractors that are necessary and are approved in advance by the [City/Village]. Subcontractors shall be held to the same strict confidentiality standards applicable to the Vendor and shall be required to otherwise comply with the requirements of this Agreement. The use of subcontractors whether approved or unapproved shall not relieve the Vendor from the duties, terms and conditions in this Agreement. For purposes of the provision of Renewable Energy Credits pursuant to this Agreement, regional transmission organizations, independent system operators, and local utilities are not considered subcontractors.

#### ARTICLE 9: REPRESENTATIONS AND WARRANTIES

- A. Mutual Representations and Warranties.** Each Party represents and warrants to the other Party, as of the date of this Agreement, that:
  - 1. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
  - 2. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;

3. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
4. It has reviewed and understands this Agreement;
5. It shall comply with all federal, state, and local laws, regulations, licensing, and disclosure requirements.
6. It shall maintain the confidentiality of Aggregation members' account information, as required by 815 ILCS 505/2HH; and
7. It shall not impose any conditions, terms, fees, or charges on any Member served by the Program unless the particular term, condition, fee, or charge is clearly disclosed to the Member at the time the Member enrolls in, or chooses not to opt out of, the Program.

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

1. Vendor shall hold any and all subcontractors to the Confidentiality provision set forth below;
2. Vendor shall not compensate the Consultant with respect to the award of this Agreement or the performance of this Agreement;
3. Vendor shall obtain and maintain, for the duration of this Agreement, such proof of insurance and performance security as the [City/Village] deem necessary;
4. Vendor warrants to all Members and to the [City/Village] that Vendor has good marketable title to all electricity sold hereunder, and that said electricity is free from all liens and diverse claims;
5. Vendor shall deliver or cause to be delivered all electricity supplied by Vendor to each Member to the appropriate node locations to effect delivery to the delivery points identified in Exhibit \_\_, and future sites yet to be identified; and
6. Vendor shall maintain all of the qualifications, certifications, approvals, and other authorizations required by law to provide the Services pursuant to this Agreement.

#### **ARTICLE 10: CONFIDENTIALITY**

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

- A.** Vendor shall not disclose, use, sell or provide customer account information to any person, firm or entity for a purpose outside of the operation of the Program. This provision shall survive the termination of this Agreement.
- B.** Notwithstanding the foregoing, Vendor may disclose confidential account information as required by law, and any such disclosure shall not be a violation of this Agreement. However, such disclosure shall not terminate the obligations of confidentiality.
- C.** Vendor agrees to give the [City/Village] prompt notice of any discovery request or order, subpoena, or other legal process requiring disclosure of any confidential account information.
- D.** Vendor shall provide the [City/Village] with sufficient advance notice as to give the [City/Village] an opportunity, at the [City/Village]'s discretion and sole cost, to seek to quash the subpoena, obtain a protective order or similar relief.

- E. Vendor shall furnish only that portion of the confidential account information that is required or necessary in the opinion of Vendor's legal counsel. In addition, Vendor shall use reasonable efforts to obtain reasonable assurances that any account information so disclosed will be treated as confidential. All account information shall be returned to the [City/Village] at the conclusion of the Services provided to the Aggregation Program.
- F. Notwithstanding the foregoing, nothing herein shall prevent the use by Vendor of such customer account information for the purpose of communicating with its customers. In addition, nothing herein shall prevent Vendor from using information in the public domain prior to its disclosure under this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

**Vendor**

**[City/Village]:**

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

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

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

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

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

**QUOTE DATE: \_\_\_\_\_ <XX>, 202\_**

**EXHIBIT B: PRICE CALCULATION CHART**

**[TO BE PROVIDED BY VENDOR]**



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

**EXHIBIT D: OPT-OUT LETTER AND UNIFORM DISCLOSURE FORM**

**EXHIBIT E: PROGRAM MANAGEMENT AND DOCUMENTATION**

## EXHIBIT F: INSURANCE REQUIREMENTS

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

## EXHIBIT G: COMED PRICE MATCH OPTION)

### Eligible Customers

Eligible Customers means residential and small commercial electricity customers receiving Retail Electric Supply within the Aggregation Area who are eligible to participate in the Program pursuant to the Aggregation Act and other requirements of law, including but not limited to 83 Ill. Admin. Code Part 470 and ComEd Rate GAP. Eligible Customers may be further classified as recipients of Retail Electric Supply from Retail Electric Supplier or Tariff Service and by such standards as mutually agreed to by the Retail Electric Supplier and the Government Aggregator and as carried out by the Retail Electric Supplier.

Except as otherwise required by the Aggregation Act or other requirements of law, Eligible Customers includes all residential and small commercial customers within the Aggregation Area excluding: (1) customers served by an ARES other than Retail Electric Supplier (other than the immediately previous Retail Electric Supplier supplying the City's Aggregation Program), including pending "with RES" status as reported by ComEd; (2) customers served under ComEd's Rate BESH, Rate RTOUPP, or Rider RRTP supply service; and (3) customers enrolled in a net metering program other than a Participating Customer.

Eligible Customers in the initial and subsequent opt-out cycles will be placed on Retail Electric Supply service or Tariffed Service based on Retail Electric Supplier's criteria and discretion including the customer's usage patterns and wholesale market conditions as determined by the Retail Electric Supplier. Eligible Customers will be assessed the same Customer Class Price and will continue to receive monthly invoice statements from ComEd without regard to whether they are served by Retail Electric Supplier or on Utility Tariffed Service.

### Eligible Customer Class Price:

Variable rate equal to the ComEd published tariff supply service costs including the Purchased Electricity Charges (PEC), Transmission Service Charges (TSC) and the Purchased Electricity Adjustment (PEA) for each applicable month for the Term of the Agreement.

Customers on Tariffed Service will receive supply service from ComEd pursuant to the terms of ComEd's Rate BES.

### Termination Fee for Withdrawing Customers:

No Early Termination Fee - \$0.00 (Zero) per utility account.

### Delivery Term(s):

Year 1 = XX 2021 – XX 2022 (XX) months

Year 2 = XX 2022 – XX 2023 (XX) months [delete if multiple term not selected]

Year 3 = XX 2023 – XX 2023 (XX) months [delete if multiple term not selected]

## CIVIC GRANT AND REC PURCHASE PROGRAM (SPECIAL SERVICES)

### Civic Grant Contribution:

Retail Electric Supplier agrees to provide an annual Net Civic Grant Contribution payment equal to the greater of (i) \$XXX minus the costs of RECs procured by Retail Electric Supplier under the REC Purchase Program identified below and (ii) \$0.00 to the City for each Delivery Term within ninety (90) calendar days after the conclusion of such Delivery Term.

Notwithstanding the preceding, if the Agreement is terminated pursuant to Section 6.2.2 by City or 3.3.1 by either Party during a Delivery Term, Retail Electric Supplier's shall be obligated to provide a Net Prorated Civic Grant Contribution payment to City within ninety (90) days of the last month of electricity delivery prior to termination. The Net Prorated Civic Grant Contribution shall be calculated as follows:

$$\text{NPCGC} = (\text{CGC} \times \text{PM/TM}) - \text{RECC}$$

### Where:

- NPCGC is the Net Prorated Civic Grant Contribution
- CGC is \$XXX
- PM is the number of months from the beginning of Delivery Term through and including the last month with deliveries by Retail Electric Supplier prior to termination
- TM is the total number of months in Delivery Term
- RECC is the total costs incurred and documented by Retail Electric Supplier under the REC Purchase Program during that terminated Delivery Term

Notwithstanding any other provision in this Agreement, Retail Electric Supplier may terminate in its sole discretion, or mutually agree with City to adjust, the monthly Civic Contribution payment to the City if the number of accounts that Retail Electric Supplier serves under this agreement falls below the higher of XXX accounts or 25% of the total number of accounts reported by ComEd pursuant to Rate GAP, because it would not be financially viable for Retail Electric Supplier to continue funding below such number.

Further, Retail Electric Supplier agrees to provide the City with a one-time additional Civic Grant Contribution payment to the City equal to \$25,000 paid to the City by October 1, 2021 to support the City's sustainability efforts.

### REC Purchase Program (Special Services):

At the sole direction of the City, Retail Electric Supplier will acquire and retire voluntary Green-E® Certified Renewable Energy Certificates (RECs) on behalf of the Government Aggregator that meet the Sustainability goals and objectives of the City including but not limited to Wind and Solar generation RECs. Retail Electric Supplier shall from time to time and upon reasonable request by the City provide the City with information on the prevailing market based rates for the RECs by generation type, location and vintage on at least a quarterly basis or as requested by the City at any time during the Delivery Term. Prior to Retail Electric Supplier purchasing any RECs on behalf of the City, the City will provide a written request (via email) to Retail Electric Supplier authorizing each REC purchase transaction. Such authorization shall document the City's request to acquire the RECs. Retail Electric Supplier will provide written confirmation (via email) of each REC purchase, and will provide documentation of the actual invoices paid by Retail Electric Supplier to acquire the RECs from third-party REC providers.

The funds to acquire any authorized REC purchases on behalf of the City during the Delivery Term will be deducted from the Civic Grant Contribution amount identified above. In no case shall Retail Electric

Supplier be obligated to purchase RECs during a Delivery Term that, in aggregate, would exceed the Civic Grant Contribution amount identified above. To the extent that the City does not request or authorize any REC purchases during the Delivery Term, Retail Electric Supplier shall provide the Civic Grant Contribution payment as outlined above.

ATTACHMENT D: CONSORTIUM REQUIRED BIDDER FORMS

# Bidder Qualification Form

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

BIDDER (Official Name and D/B/A)

---

---

Signature of Representative

Date

---

Printed Name

Title

---

Address

---

City/State

Zip Code

---

Telephone

Facsimile

---

E-mail

## Business and Directory Information

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

## Business References

Provide references from municipalities (four preferred) other than the Consortium, 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:	

## Taxpayer Identification Number

I certify that:

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

**Name (Printed):** \_\_\_\_\_

**Employer Identification Number:** \_\_\_\_\_

Legal Status (check one):

\_\_\_\_ Individual

\_\_\_\_ Governmental

\_\_\_\_ Sole Proprietorship

\_\_\_\_ Nonresident alien

\_\_\_\_ Partnership/Legal Corporation

\_\_\_\_ Estate or Trust

\_\_\_\_ Tax-exempt

\_\_\_\_ Corporation

## FORM A: NSEAC Vendor Margin Pricing Proposal Form

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

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

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

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

**Vendor Margin Price Proposals: Bidders are to indicate the Vendor Margin that would be added to a Fixed Commodity Rate (to be set at a future date) for energy supply, program management and other services under the Power Supply Agreements with the Consortium members.**

Option	Description	Vendor Margin (\$/MWh)
Vendor Margin	<p><b>For RFP Response:</b> Bidder provides a fixed margin rate (\$/MWh) to be added to a price set at a subsequent date for all electricity load (supply, capacity, transmission, ancillary services) plus program services over various periods for the Consortium.</p> <p><b>If Bidder is Selected:</b> The Consortium 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 Consortium that day. The daily market price quotes will be reviewed by the Consultant to establish whether the pricing is: (i) consistent with market prices and tariffs; and (ii) consistent with Agreement terms. If the daily market price quote is deemed unacceptable, the Consortium municipalities will not be obligated to accept the pricing. If the daily market price quote is deemed acceptable by the Consultant, the Consultant will inform the Consortium Designee of the price and pricing components and recommend acceptance. If accepted, a representative of each Consortium member municipality will affirm acceptance of the Total commodity price verbally and in writing to the selected Vendor on the same day.</p> <p>The final contract rate will be the sum of the accepted price for daily fixed price market quote (e.g., the unit costs of energy supply, capacity, transmission and ancillary services and program management services) plus the approved Vendor Margin</p>	12 Months:
		24 Months:
		36 Months:

## FORM B: NSEAC Fixed Price Proposal Form

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

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

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

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

**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 Consortium members.**

Option	Description	Total Fixed Price (\$/MWh)
Total Fixed Price Structure.	<p><b><u>For RFP Response:</u></b> Bidder provides a fixed price (\$/MWh) for all electricity load (supply, capacity, transmission, ancillary services) plus program services and vendor margins over various periods for the Consortium.</p> <p><b><u>If Bidder is Selected:</u></b> The Consortium 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 Consortium that day. The daily market price quotes will be reviewed by the Consultant to establish whether the pricing is: (i) consistent with market prices and tariffs; and (ii) consistent with Agreement terms. If the daily market price quote is deemed unacceptable, the Consortium municipalities will not be obligated to accept the pricing. If the daily market price quote is deemed acceptable by the Consultant, the Consultant will inform the Consortium Designee of the price and pricing components and recommend acceptance. If accepted, a representative of each Consortium member municipality will affirm acceptance of the Total commodity price verbally and in writing to the selected Vendor on the same day.</p>	12 Months:
		24 Months:
		36 Months:

## FORM C: NSEAC Enhanced Renewable Energy Mix Proposal Form

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

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

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

Bidder Enhanced Renewable Energy Proposals: Bidders are to indicate the price for which they will provide increased levels of renewable energy credits through the Power Supply Agreements with the Consortium members.					
Option	Description	Proposed Source of RECs	12 Month Term	24 Month Term	36 Month Term
Additional Renewable Energy (50% mix)	Bidder provides volumes of Renewable Energy Credits (RECs) that exceed the annual requirements of the Renewable Portfolio Standard (RPS). The targeted volumes of RECs would be equal to 50% of a member municipality's annual aggregation program load volume (where 1 REC equals 1 MWh of delivered electricity volume). These volumes of RECs are provided at a fixed unit price (\$/REC).		\$/_____/REC	\$/_____/REC	\$/_____/REC
Additional Renewable Energy (75% mix)	Bidder provides volumes of Renewable Energy Credits (RECs) that exceed the annual requirements of the Renewable Portfolio Standard (RPS). The targeted volumes of RECs would be equal to 75% of a member municipality's annual aggregation program load volume (where 1 REC equals 1 MWh of delivered electricity volume). These volumes of RECs are provided at a fixed unit price (\$/REC).		\$/_____/REC	\$/_____/REC	\$/_____/REC
Additional Renewable Energy (100% mix)	Bidder provides volumes of Renewable Energy Credits (RECs) that exceed the annual requirements of the Renewable Portfolio Standard (RPS). The targeted volumes of RECs would be equal to 100% a member municipality's annual aggregation program load volume (where 1 REC equals 1 MWh of delivered electricity volume). These volumes of RECs are provided at a fixed unit price (\$/REC).		\$/_____/REC	\$/_____/REC	\$/_____/REC

## FORM D: NSEAC Variable Price Proposal Form (ComEd Energy Supply Rate Match)

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

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

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

<b>BIDDER MUST AGREE TO PROVIDE ITS PROPOSED PRICES TO ANY ONE OR MORE MUNICIPALITIES WITHIN THE CONSORTIUM, EVEN IF ONE OR MORE OF THE MUNICIPALITIES FAILS TO AWARD A POWER SUPPLY AGREEMENT.</b>								
<b>Variable Price Proposal: Bidders indicate their ability to match the ComEd Energy Supply Rate for Eligible Customers plus program management and other services through the Power Supply Agreements with the Consortium members.</b>								
Option	Description	Bidder Indication of Interest, Termination Options, and Additional Services						
		Term	Bidder Indication of ability to match the monthly variable ComEd Energy Supply Rate for the designated term (Y/N)	Bidder description of termination option for Power Supply Agreement	Projected ANNUAL municipal contribution to each municipality	Price for Renewable Energy Credits		
Variable Price Supply – ComEd Energy Supply Rate Match	Bidder provides a variable price that matches the ComEd monthly variable energy supply rate.	12 Months			Deerfield: \$			
					Glencoe: \$			
					Highland Park: \$			
					Lake Bluff: \$			
					Lake Forest: \$			
					Northbrook: \$			
		Skokie: \$						
		24 Months					Deerfield: \$	
							Glencoe: \$	
Highland Park: \$								
Lake Bluff: \$								
Lake Forest: \$								
Northbrook: \$								
Skokie: \$								
36 Months					Deerfield: \$			
					Glencoe: \$			
					Highland Park: \$			
					Lake Bluff: \$			
					Lake Forest: \$			
					Northbrook: \$			
Skokie: \$								

## REQUIRED STATEMENTS

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

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

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

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

Manual included                       Manual not included

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

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

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

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

7. **Price Guarantee:** Bidder acknowledges and agrees that it shall provide its proposed prices to any one or more municipalities within the Consortium even if one or more of the municipalities fails to award a Power Supply Agreement.

8. **Bidder's Obligations:** In submitting this Bidder's Proposal, Bidder acknowledges and agrees that all information provided by it is true and correct, and understands and agrees that it shall be bound by each and every term, condition or provision contained in the RFP and the Power Supply Agreement, which are by this reference incorporated herein and made a part hereof.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

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

**Addenda to Bid Package**

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

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

No Addenda Received

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

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

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