REQUEST FOR PROPOSALS 11-102
VILLAGE OF OAK PARK
Design and Installation of a 95 kW Solar Photovoltaic Panel System at the
Avenue Parking Garage in the Village of Oak Park

The Village of Oak Park is seeking qualified contractors to design and install a 95 kW solar photovoltaic panel system at the Avenue Parking Garage, located at 710 North Blvd., Oak Park, IL.

The Village of Oak Park will receive proposals at the Public Works Center, 201 South Boulevard, Oak Park, Illinois 60302, Monday through Friday, 7:30 a.m. to 4:00 p.m. The Village will accept proposals received on or before Tuesday May 10, 2011, 11:00 a.m. Proposals must be enclosed in sealed envelopes and marked: “11-102 Design and Installation of a 95 kW Solar Photovoltaic Panel System at the Avenue Parking Garage.”

For further information contact:

John P. Wielebnicki, Director of Public Works
Village of Oak Park, Department of Public Works
201 South Blvd.
Oak Park, Illinois, 60302
Tel.: 708/358-5700
Fax: 708/358-5711
E-mail: wielebnicki@oak-park.us

There will be a Pre-Proposal meeting at the Oak Park Public Works Center, 201 South Blvd, Oak Park, IL on Tuesday, April 26, 2011 at 10:00 a.m.

The documents constituting component parts of their contract are the following:

I GENERAL INFORMATION
II SCOPE OF WORK
III PROPOSAL REQUIREMENTS
IV PROPOSAL FORMAT
V EVALUATION OF PROPOSALS
VI PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
VII ORGANIZATION OF PROPOSING FIRM
VIII COMPLIANCE AFFIDAVIT
IX M/W/DBE STATUS AND E.E.O. REPORT
X NO PROPOSAL EXPLANATION
XI EXHIBITS

Do not detach any portion of this document. Upon formal award to the successful Contractor, a written contract will be issued to complete the project.

DATE ISSUED: April 15, 2011
SECTION I
GENERAL INFORMATION

The Village Oak Park is requesting proposals to design and install a 95KW photovoltaic system on the top level of the Village’s Avenue Parking Garage, located at 710 North Blvd., Oak Park, IL. After proposals are initially evaluated, the Village may interview one or more bidders.

The Village has received a grant from the Illinois Department of Commerce and Economic Opportunity in an amount of $457,045.00 for a portion of this work. The work must comply with the terms and conditions of the grant.

After the Village determines the concept that best suits the needs of the Village and meets the specifications set forth below, the selected company will enter into a Design/Build contract with the Village to complete the project. The Contractor who is awarded the job will develop detailed design plans and specifications based on the required specifications of the project, the approved design concept and the Village’s budget.

**Project Schedule:**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposals issued:</td>
<td>Friday, April 15, 2011</td>
</tr>
<tr>
<td>Pre-Proposal meeting held at Public Works Center:</td>
<td>Tuesday, April 26, 2011</td>
</tr>
<tr>
<td>Proposal due, 11:00 a.m.:</td>
<td>Tuesday, May 10, 2011</td>
</tr>
<tr>
<td>Interview and selection process:</td>
<td>Week of May 16, 2011</td>
</tr>
<tr>
<td>Village Board approval:</td>
<td>Monday, June 6, 2011</td>
</tr>
<tr>
<td>Preliminary design review:</td>
<td>Week of July 11, 2011</td>
</tr>
<tr>
<td>Final design review:</td>
<td>Week of August 8, 2011</td>
</tr>
<tr>
<td>Installation of solar panels:</td>
<td>August through October</td>
</tr>
<tr>
<td>System start up:</td>
<td>November 15, 2011</td>
</tr>
<tr>
<td>Post installation verification and commissioning:</td>
<td>Week of February 6, 2012</td>
</tr>
</tbody>
</table>
SECTION II
SCOPE OF WORK

A. General Description
The work consists of designing and installing a 95KW photovoltaic system on the top level of the Village's Avenue Parking Garage located at 710 North Blvd, Oak Park, IL. The design and installation are required to minimally interfere with the Village's use of the top level for parking purposes.

Bidders are asked to provide a schematic conceptual design of the photovoltaic system based on the specifications listed in this RFP, and the layout and conditions at the Avenue Garage. Bidders are asked to submit a fixed price proposal for the concept. The Village will select the best design which, in its judgment, best suits its purpose. The Village and the Contractor will then enter into a design-build agreement for the work which is subject to approval by the President and Board of Trustees. The Village and the contractor will adjust the proposed price based on the final detailed design specifications and the Village's project budget.

At the conclusion of the project, the Contractor will be required to commission the system to certify that all equipment has been and is operating at its design capacity and is installed in accordance with the plans, specifications and local, state and federal codes.

Included with this request for proposals are general construction plans for the Avenue Parking Garage and recent 12 months of electricity bills. Detailed structural plans will be available for inspection at the pre-proposal meeting.

B. Design Specifications

1. Electrical Power Requirements:
This project consists of installing a 95 kW photovoltaic system with a yearly energy yield ranging from 100,000 kWh to 125,000 kWh. The system must include all the hardware required for the solar PV system.

The solar power provided by the system must be compatible with the onsite distribution system consisting of a 3-phase 277 volt system.

Power capacity should be measured at the inverter AC output using the PVUSA Test Conditions (PTC), i.e. 1,000 Watts/m220 degree C ambient temperature and wind speed of 1 m/s.

All systems shall be installed in accordance with all applicable requirements of local electrical codes and the National Electrical Code (NEC), including but not limited to Article 690, "Solar Photovoltaic Systems" and Article 705 – "Interconnected Electrical Power Production Sources".

Systems shall be designed and installed using UL or ETL listed components, including mounting systems.
2. **PV Panels**
   - The installation shall be by a licensed Electrical Contractor.
   - The Panels, system components and materials shall be made in the U.S in accordance with the “Buy American” requirements in ARRA guidelines which are part of the DCEO grant which funds the project. Any exemptions to this requirement must be approved prior to construction.
   - The photovoltaic solar panels will have a module efficiency of 15% or equivalent and be listed as approved by the California Energy Commission (CEC).
   - Panels shall be listed on the California and Florida PV USA test Conditions (PTC) list and must be UL Listed.
   - PV panels shall come with a 25-year performance warranty.
   - AC/DC Fused Disconnects as required.
   - The system shall be designed so that it has a Web-enabled Data Monitoring System, including the installation of cable to the security office located on the first level of the parking structure.

3. **Inverters**
   Inverters must comply with the following requirements:

   - Listed on the CEC list of eligible inverters.
   - 20 year warranty option available.

C. **Qualifications of Installer:**
Contractor must have 40 hour solar training or another acceptable type of certification/certificate and provide the Village with proof of successful completion of that training. NABCEP Certificate of Knowledge, ETA Level 1, or JETC Solar Training certificates are examples of acceptable types of training/certification.

D. **Applicable State and City Building Codes and Requirements:**
All systems (wiring, component, conduits, and connections) must be suited for the conditions to which they will be exposed. Inverters are to be located within the building structure but will be outside, exposed to weather and enclosed within a cage (provided by the Contractor). An interval data meter must be installed to measure the AC output of the inverter.

Interconnection must comply with Com Ed Interconnection Standards for non-Utility Generation. Contractor will assist the Village of Oak Park in preparing and submitting appropriate interconnection agreements with Com Ed. This shall be done at no cost or liability to the Village of Oak Park.
Contractor shall also cooperate with the Village in its efforts to establish a net metering agreement with Com Ed.

E. **Meters:**
Contractor will provide internet connection to the Village for the purposes of metering, monitoring and data collection of solar production.

F. **Structural Requirements:**
All structures and structural elements, including array structures, shall be designed in accordance with all applicable Illinois and Village of Oak Park Building Codes and standards pertaining to the erection of such structures.

The Contractor shall provide structural calculations stamped by a licensed professional structural engineer in good standing with the State of Illinois.

All structural components, including array structures, shall be designed in a manner commensurate with attaining a minimum 30 year design life. Particular attention shall be given to the prevention of corrosion at the connections between dissimilar metals.

Thermal expansion shall also be considered in the design of the PV structure and its connection to the parking structure.

All work which requires the services of a licensed professional, such as architects, structural or professional engineers, shall be performed by such duly licensed professionals in the State of Illinois and stamped and certified as required.

G. **Operation and Maintenance:**
A detailed Operations and Maintenance plan shall be prepared as part of the project.

H. **As-Built Plans:**
Final As-Built plans will be provided by the Contractor to the Village once the project is completed.
SECTION III
PROPOSAL REQUIREMENTS

Schematic Design
The Contractor’s Proposal shall provide schematic design documents which show the size, quality and character of the Project; the materials to be used and the architectural, structural, mechanical and electrical systems; and such other elements of the Project as will allow the Village to determine the type and quality of the project and its compliance with the specifications in this RFP. Contractor shall include at a minimum, the floor plan of the work to be completed, details and specifications, including catalog cuts of major components, building elevations of work and other information necessary to provide the basis for design. If Contractor proposes deviations from the Scope of Work described in the RFP, Contractor shall disclose those deviations in writing together with its Schematic Design and Proposal.

Contractor’s Proposal will provide a total price to design and construct the system as approved.

Verification of Existing Conditions
Before submitting the Schematic Design, the Contractor shall carefully study and verify existing field conditions. The Village will cooperate with all bidders in providing such reasonable access to the parking garage as is necessary for bidders to verify existing conditions. Contractor shall immediately notify the Village of any errors, omissions or inconsistencies in any drawings, information or calculations submitted by the Village with this RFP or in the preconstruction process. Contractor’s Proposal must be based on its own verified field conditions.

The Village is providing general architectural plans for the Avenue Parking Garage and the last 12 month electricity bills.

References:
Contractor shall provide at least four references to other solar installations of similar size and quality.

Permits
Contractor shall obtain the required permits prior to commencing the work. Village of Oak Park permits will waive all permit fees for this project.

Verification and Commissioning
The Contractor will complete a system measurement and verification report three months after installation. The Village will be enlisting the services of a Commissioning Agent to review all aspects of design and construction.

Performance Guarantees
A complete summary of the Performance Guarantees shall be provided in the Proposal.
Maintenance
The first year of maintenance shall be included in the Contractors Proposal. A proposal to complete the maintenance for years two through five shall also be included.

Life Cycle Costs
A life cycle cost analysis with the return on investment summary shall be included. The life cycle cost should include but not limited to: the contractors cost to design and build the project, the annual energy cost savings, grant funding received, years to payoff the investment.

Schedule
The Proposal shall state if the Contractor can meet the Villages schedule. If this schedule cannot be met, the Contractor shall provide a proposed schedule for completion.

Miscellaneous Requirements:
The Village will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids shall provide a straightforward, concise delineation of Contractor’s capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content.

The Contractor is prohibited from subcontracting, assigning, transferring, conveying, subletting or otherwise transferring their rights and responsibilities under any contract to any other person or entity without the previous consent and approval in writing by the Village.
SECTION IV
PROPOSAL FORMAT

Proposals for design and construction services shall be provided in a bound document with sections limited to the requirements below:

A. Company Description

1. Firm - Identify the name and address of the firm's principal office and any branch offices, and provide a brief history of the firm. If the firm has more than one office, specify which office will be responsible for the contemplated project (the "contact office"). Indicate the year the contact office was established.

2. Organization - Specify the type of organization (partnership, corporation or other), the year established and the Construction Manager's license number. State the number of years the firm has been involved in ongoing work in the location or the immediate vicinity of the project.

3. Contact Office - State the size and adequacy of the firm's contact office to perform the proposed work. List the disciplines represented by your staff and any areas of specialized expertise.

B. Proposed Project Team

A. List specific personnel proposed for the project team. Indicate the project assignment, role or area of responsibility of each individual. Also, state the current assignments for personnel proposed for the Project.

B. Provide an organizational chart graphically indicating how the firm would staff and structure the proposed team for pre-construction and construction phases of the project. Include delegation of responsibility and assignment of authority, and interaction points with the Village and architect. Differentiate between contact office and field personnel.

C. Self-Performed Work

Indicate which elements of work your firm would propose to perform with its own forces if authorized by the Village. Describe your experience at performing similar self-performed work within the last three years.

D. Similar Project Experience

Specific Project List - Provide the following information for a minimum of four projects completed by the contact office in the last five years that are similar to the proposed project.

1. Project name and address

2. Owner and engineer/architect, address, contact name and telephone numbers.
3. Type of project, size of building components, site and construction area.

4. Scope of service performed on the project, including pre-construction services. Differentiate between work performed by your own forces and subcontracted work. Indicate whether your contract was prime or involved a joint venture with another firm and whether construction management, general contracting, a combination or other services were involved.

5. Project cost information:
   a. Pre-contract estimate
   b. Contract award amount
   c. Total change order amount
   d. Final project cost
   e. Briefly explain any factors affecting construction cost, change orders or performance, etc.
   f. State whether Grant funding was provided on the project.

6. Project schedule information:
   a. Construction phase - scheduled vs. actual.
   b. Actual start, completion and occupancy dates.

7. Construction format (lump sum, GMP, cost plus, etc.)

8. Identify the basis on which your firm was selected (bid, negotiated).

9. Indicate the names of your Project Manager and Superintendent on each project.

10. Indicate what percentage of the work was accomplished with your own forces and in what trades.

E. PV Manufacturer Experience
Information regarding the experience of the PV panel manufacturer shall be included.

F. Proposal Forms
All forms as part of this request for proposals, including the Proposal Form in Section VI, must be completed and included with Proposal.

G. Proposed Cost of Services
The proposal shall include a detailed breakdown of the proposed cost for the services to be provided by the Design/Builder. Proposal shall include, but not limited to, design fee, construction cost and estimated general conditions.
SECTION V
EVALUATION OF PROPOSALS

The Village reserves the right to accept or reject any or all proposals, to waive technicalities, and to award the contract to whichever bidder it deems, in its sole discretion, to be the most advantageous to the Village. In order to best inform the Village, contractors should be sure to provide the following information:

1. Number of projects and size completed in last five (5) years.
2. Specific similarity of project (i.e. type of PV equipment, size of system, etc.)


4. Qualifications of:
   a. Project Manager.
   b. Superintendent.

5. Demonstrated ability to meet project schedule.

6. Demonstrated ability to maintain quality and control costs.

7. Experience with Grant processes and requirements.

8. Project approach including:
   a. Type of structure supporting the PV panels.
   b. Proposed PV panels.
   c. Site logistics.
   d. Construction phasing & staging.

9. Demonstrated ability to complete design services.

10. Change-order history & ratio of bid to final cost for recent comparable projects.

11. Cost to complete design and construction.
SECTION VI
PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS

Preparation and Submission of Proposal:
All proposals must be delivered to the Public Works Center by the specific time indicated on the cover page. Proposals arriving after the specified time will not be accepted. Mailed proposals that are received by the Village after the specified hour will not be accepted regardless of the post-marked time on the envelope. The proposal must be signed by an officer of the company who is authorized to enter into contracts on behalf of the company. Proposals shall be sealed in an envelope and marked as stated on the cover page.

Costs of Preparation
The Village will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid.

Taxes not Applicable:
The Village of Oak Park as a municipality pays neither Illinois Sales Tax nor Federal Excise Tax (State Tax Exemption Identification Number E9998-1823-06.) Contractors should exclude these taxes from their prices.

Withdrawal of Proposals:
Any Contractor may withdraw its proposal at any time prior to the time specified in the advertisement as the closing time for the receipt of proposals, by signing a request therefore. No Contractor may withdraw or cancel its proposal for a period of sixty (60) calendar days after the advertised closing time for the receipt of proposals. The successful Contractor may not withdraw or cancel its proposal after having been notified that the proposal was accepted by the Village Board of Trustees.

Investigation of Contractors
The Village will make such investigations as are necessary to determine the ability of the Contractor to fulfill proposal requirements. If requested, the Contractor should be prepared to present evidence to the Village of Oak Park of ability and possession of necessary facilities and financial resources to comply with the terms of the attached specifications and proposals. In addition, the Contractor shall furnish the Village with any information the Village may request, and shall be prepared to show completed work of a similar nature to that included in its proposal. The Village reserves the right to visit and inspect the premises and operation of any Contractor.

Rejection of Contractor:
The Village will reject any proposal from any person, firm or corporation that appears to be in default or arrears on any debt, contract or the payment of any taxes. The Village will reject any proposal from a Contractor that failed to satisfactorily complete work for the Village under any previous contract.
Conditions:
Contractors are advised to become familiar with all conditions, instructions and specifications governing the work. Contractors shall be presumed to have investigated the work site, conditions and scope of the work before submitting a proposal.

Verification of Dimensions and Elevations
The Village will use the best available data to indicate any dimensions, elevations and existing conditions indicated on any drawings, but does not guarantee the accuracy of this information. The Contractor shall verify all dimensions, grades, lines, levels or other conditions or limitations at the site prior to developing any design documents or contract submittals.

Subletting of Contract:
No contract awarded by the Village of Oak Park shall be assigned or any part subcontracted without the written consent of the Village of Oak Park or as noted in the Contractor's proposal. In no case shall such consent relieve the Contractor from its obligations or change the terms of the contract.

Interpretation of Contract Documents:
Any Contractor with a question about this RFP may request an interpretation thereof from the Village. If the Village changes the RFP, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will mail a copy of the addendum to all prospective Contractors. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the Contractor's responsibility to obtain all addenda issued. Contractors will provide written acknowledgment of receipt of each addendum issued with the proposal submission.

Minority Business and Women Business Enterprise Requirements:
The Village of Oak Park, in an effort to reaffirm its policy of non-discrimination, encourages the efforts of contractors and subcontractors to take affirmative action in providing for Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

Licenses and Permits
The Contractor shall be responsible for becoming a licensed contractor in the Village. The contractor shall also be responsible for obtaining any necessary building permits. The Village will issue any necessary building permits for this work at no fee to the contractor.

Contract
The selected company will enter into a Design/Build contract with the Village to complete the project. The Contract shall be executed by the Contractor and returned, together with the Contract Bond within ten (10) calendar days after the Contract has been mailed to the Contractor. The Contractor shall execute three copies of the Contract. One fully executed copy will be returned to the Contractor.
**Contract Bond**
The successful bidder shall, within ten (10) calendar days after award of Contract, furnish a Contract Bond in the amount of one hundred percent (100%) of the contract price. The bond shall insure faithful performance of the work, and the payment for materials, labor and of the subcontractors. The bond shall be with a surety or sureties with a rating of “A” or better by A.M. Best and Company and such sureties shall be approved by the Village. Bonds in the form of certified or cashier’s check shall be made payable to the Village of Oak Park, Illinois. The Contract Bond shall be furnished in the same number of copies as the number of copies of the contract to be executed.

**Hold Harmless:**
Contractor will be required to agree, to the fullest extent permitted by law, to indemnify, save harmless and defend the Village of Oak Park, its elected officials and employees (the indemnified parties), against and hold it and them harmless from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses, compensation, court costs and attorneys' fees which the indemnified parties may accrue, directly or indirectly, for or on account of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries, including death to any person, including contractor's employees, or any damage to any property and the consequences thereof, which may arise or which may be alleged to have arisen out of or in connection with the contractor's performance of the work contracted as a result of this RFP.

Contractor shall hold the Village harmless from any loss arising due to injury or accident to the public or its workers, or from theft of materials stored at the job site.

**Insurance:**
The Contractor will be required to obtain and maintain in force during the performance of the contract insurance as required herein. Contractors shall not begin work until all the required insurance has been obtained and until the Village has received proof, acceptable to the Village Attorney, of the Contractor’s insurance as required herein.

1. Worker’s Compensation Insurance with amounts of coverage sufficient to provide for all compensation levels and amounts as mandated by the State of Illinois Worker’s Compensation Statutes. The insurer shall agree to waive all rights of subrogation against the Village, its officers, employees and volunteers.

2. Commercial General Liability Insurance with a minimum limit per occurrence of $1,000,000 for personal injury and $1,000,000 for property damage. The policy will name the Village of Oak Park as an additional insured with respect to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees or volunteers.
3. Contractors shall include all subcontractors as insureds under its policies, or shall furnish separate certificates and endorsements for each subcontractor. All subcontractors will also be required to purchase and maintain the insurance required herein.

4. Any deductibles or self-insured retention must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

5. Insurance is to be placed with insurers with a Best’s rating of no less than A: VII.

Prevailing Wage Act:
This Proposal calls for the maintenance, repair or construction of an improvement to a fixed public work or equipment, and is therefore a public work within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et. seq. Contractor is therefore required to pay a wage of no less than the general prevailing hourly rate as paid for work of a similar character in Cook County to all laborers, workers and mechanics and to provide to the Village and maintain a monthly certified payroll and to otherwise comply with the Illinois Prevailing Wage Act. Contractor is also required to comply with the Davis-Bacon and Related Acts Requirements as noted below.

Davis-Bacon and Related Acts Requirements
The work to be performed under any contract awarded as a result of this bid process, as a federally funded or assisted contract, shall be subject to the Davis-Bacon and Related Acts (DBRA).

1. Basic Provisions/Requirements
The Davis-Bacon Act requires that all contractors and subcontractors performing on federally assisted contracts in excess of $2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the contract’s Davis-Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area.

Contractors and subcontractors on prime contracts in excess of $100,000 are required, pursuant to the Contract Work Hours and Safety Standards Act, to pay employees one and one-half times their basic rates of pay for all hours over 40 worked on covered contract work in a workweek. Covered contractors and subcontractors are also required to pay employees weekly and to submit weekly certified payroll records to the Village of Oak Park.

2. Employee Rights
The Davis-Bacon and Related Acts provide laborers and mechanics on covered federally financed or assisted construction contracts the right to receive at least the locally prevailing wage and fringe benefits, as determined by the Department of Labor, for the type of work performed.
3. Recordkeeping
Under the DBRA, covered contractors must maintain payroll and basic records for all laborers and mechanics during the course of the work and for a period of three years thereafter. Records to be maintained include:

- Name, address, and Social Security number of each employee
- Each employee’s work classifications
- Hourly rates of pay, including rates of contributions or costs anticipated for fringe benefits or their cash equivalents
- Daily and weekly numbers of hours worked
- Deductions made
- Actual wages paid
- If applicable, detailed information regarding various fringe benefit plans and programs, including records that show that the plan or program has been communicated in writing to the laborers and mechanics affected
- If applicable, detailed information regarding approved apprenticeship or trainee programs

Further information is available at Wage and Hour Division (http://www.dol.gov/whd/)

Buy American and Purchase of American-Made Equipment and Products:
To the greatest extent practicable, all equipment and products purchased with funds made available under this Grant award should be American-made. The contractor certifies and agrees that it will conform to the ARRA Buy American Policy.
SECTION VII
ORGANIZATION OF PROPOSING FIRM

Please fill out the applicable section:

A. Corporation:
The Contractor is a corporation, legally named ___________________________ and is organized and existing in good standing under the laws of the State of __________. The full names of its Officers are:

President ___________________________

Secretary ___________________________

Treasurer ___________________________

Registered Agent Name and Address: ________________________________________

The corporation has a corporate seal. (In the event that this proposal is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

B. Sole Proprietor:
The Contractor is a Sole Proprietor. If the Contractor does business under an Assumed Name, the Assumed Name is ____________________________, which is registered with the Cook County Clerk. The Contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

C. Partnership:
The Contractor is a Partnership which operates under the name __________________

The following are the names, addresses and signatures of all partners:

____________________________________  ______________________________________

____________________________________  ______________________________________

____________________________________  ______________________________________

_________________________ Signature  ___________________________ Signature

(Attach additional sheets if necessary.) If so, check here _______.
If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

D. Affiliates: The name and address of any affiliated entity of the business, including a description of the affiliation: ____________________________________________

________________________________________
Signature of Owner
SECTION VIII
COMPLIANCE AFFIDAVIT

I, ____________________________, (Print Name) being first duly sworn on oath depose and state:

1. I am the (title) ___________________________ of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;

2. I have examined and carefully prepared this proposal based on the request and have verified the facts contained in the proposal in detail before submitting it;

3. The Proposing Firm is organized as indicated above on the form entitled “Organization of Proposing Firm.”

4. I authorize the Village of Oak Park to verify the Firm’s business references and credit at its option;

5. Neither the Proposing Firm nor its affiliates[1] are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Proposal rigging and Proposal rotating, or Section 2-6-12 of the Oak Park Village Code relating to “Proposing Requirements”.

6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled “EEO Report.”

7. Neither the Proposing Firm nor its affiliates is barred from contracting with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Proposing Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the contract in civil action.

8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an “Equal Opportunity Employer” as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. Also complete the attached EEO Report or Submit an EEO-1.

9. I certify that the Contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Signature: ____________________________

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

Telephone ___________________________ E-Mail ___________________________

Subscribed to and sworn before me this _____ day of ___________________, 2011.

______________________________
Notary Public
SECTION IX
M/W/DBE STATUS AND EEO REPORT

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this proposal. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

1. Contractor Name:________________________________________________________

2. Check here if your firm is:
   □ Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
   □ Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
   □ Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
   □ None of the above

   [Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?
   _______ Number of full-time employees
   _______ Number of part-time employees

4. Similar information will be requested of all subcontractors working on this contract. Forms will be furnished to the lowest responsible Contractor with the notice of contract award, and these forms must be completed and submitted to the Village before the execution of the contract by the Village.

Signature: _____________________________________________

Date: __________________________
EEO REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this proposal. An incomplete form will disqualify your proposal. For assistance in completing this form, contact the Purchasing Department at 708-358-5473.

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

Contractor Name __________________________
Total Employees __________________________

<table>
<thead>
<tr>
<th>Job Categories</th>
<th>Total Employees</th>
<th>Total Males</th>
<th>Total Females</th>
<th>Males</th>
<th>Females</th>
<th>Total Minorities</th>
</tr>
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<tbody>
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<td></td>
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<td></td>
<td></td>
<td>Black</td>
<td>Hispanic</td>
<td>American Indian Native &amp; Alaskan Native</td>
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<td>Officials &amp; Managers</td>
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<td></td>
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<td>Professionals</td>
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<td>Office &amp; Clerical</td>
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<td>Semi-Skilled</td>
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<td>Management Trainees</td>
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<tr>
<td>Apprentices</td>
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</tbody>
</table>

This completed and notarized report must accompany your Proposal. It should be attached to your Affidavit of Compliance. Failure to include it with your Proposal will be disqualify you from consideration.
__________________________, being first duly sworn, deposes and says that he/she is the____________________

(Name of Person Making Affidavit)  (Title or Officer)
of_________________________ and that the above EEO Report information is true and accurate and is submitted with the intent that it
be relied upon. Subscribed and sworn to before me this ________ day of ______________________, 2011.

______________________________  ______________________

(Signature)  (Date)
SECTION X
NO PROPOSAL EXPLANATION

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

Thank you.

Proposal Name:

Comments:

Signed: _______________________

Phone: _______________________

SECTION XI
EXHIBITS
EXHIBIT A
PLANS
EXHIBIT B
2010 ENERGY BILLS
Account Name: Village of Oak Park
Exelon Energy ID: EE1004168
Utility Account Number: CEC_0123081032
Invoice Number: 100416800030
Issue Date: 01/09/10

Product Type: Electric Full Requirements ATC
Service Address: 720 North Blvd, Oak Park, IL 60302

Revenue Billing Month: 01/10

Current Period Detail
Service: 12/03/2009 to 01/04/2010 - 33 days

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Exelon Energy Supply Charges</td>
<td></td>
</tr>
<tr>
<td>Total Billed Usage</td>
<td>68,391.00 kWh</td>
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<tr>
<td>Electric Charge</td>
<td>58,391.00 kWh</td>
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<td>Transmission Charge</td>
<td>58,391.00 kWh</td>
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<tr>
<td>Transmission &amp; Distribution Line Loss Charge</td>
<td>4,731.07 kWh</td>
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<tr>
<td>Marginal Line Loss Credit</td>
<td>58,391.00 kWh</td>
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<tr>
<td>Total Exelon Energy Supply Charges</td>
<td>$4,596.82</td>
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<tr>
<td>Total ComEd Distribution Charges</td>
<td>$1,061.67</td>
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<td>Total Current Energy Related Charges</td>
<td>$5,658.49</td>
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Note: Month billed represents the period ending with a meter read.
Account Name: Village of Oak Park
Exelon Energy ID: EE1004168
Utility Account Number: CEC_0123081032
Invoice Number: 100416800040
Issue Date: 02/06/10

Product Type: Electric Full Requirements ATC
Service Address: 720 North Blvd, Oak Park, IL 60302
Revenue Billing Month: 02/10

Electric Service 13-Month Usage

<table>
<thead>
<tr>
<th>Month</th>
<th>Usage</th>
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<tbody>
<tr>
<td>Jan</td>
<td>36444</td>
</tr>
<tr>
<td>Feb</td>
<td>9666</td>
</tr>
<tr>
<td>Mar</td>
<td>7599</td>
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</tbody>
</table>

Note: Month billed represents the period ending with a meter read.

Current Period Detail
Service: 01/05/2010 to 02/04/2010 - 31 days

Exelon Energy Supply Charges
- Total Billed Usage: 73,889.00 kWh
- Electric Charge: 73,889.00 kWh × 0.08331 = $5,047.36
- Transmission Charge: 73,889.00 kWh × 0.00600 = 443.33
- Transmission & Distribution Line Loss Charge: 5,885.78 kWh × 0.08331 = 492.68
- Marginal Line Loss Credit: 73,889.00 kWh × -0.00187 = -138.17
- Total Exelon Energy Supply Charges: $5,761.48

Total ComEd Distribution Charges: $1,325.62

Total Current Energy Related Charges: $7,087.10
<table>
<thead>
<tr>
<th>Electric Service 12-Month Usage</th>
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**Current Period Detail**

<table>
<thead>
<tr>
<th>Exelon Energy Supply Charges</th>
<th>Service: 02/04/2010 to 03/08/2010 - 30 days</th>
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<tbody>
<tr>
<td>Total Billed Usage</td>
<td>69,291.00 kWh</td>
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<tr>
<td>Electric Charge</td>
<td>69,291.00 kWh</td>
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<td>Transmission Charge</td>
<td>69,291.00 kWh</td>
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<td>Transmission &amp; Distribution Line Loss Charge</td>
<td>6,614.23 kWh</td>
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<td>Marshall Line Loss Credit</td>
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<td>Total Exelon Energy Supply Charges</td>
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<td>Total ComEd Distribution Charges</td>
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<tr>
<td>Total Current Energy Related Charges</td>
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Note: Month billed represents the period ending with a meter read.
### Electric Service

<table>
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<th>Electric Service</th>
<th>13-Month Usage</th>
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<td>7,268.9</td>
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Note: Month billed represents the period ending with a meter read.

### Current Period Detail

<table>
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<th>Current Period Detail</th>
<th>Service: 03/05/2010 to 04/02/2010 - 29 days</th>
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<tbody>
<tr>
<td>Exelon Energy Supply Charges</td>
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<tr>
<td>Total Billed Usage</td>
<td>55,373.00 kWh</td>
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<tr>
<td>Electric Charge</td>
<td>55,373.00 kWh $X 0.00831 $3,762.53</td>
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<td>Transmission Charge</td>
<td>55,373.00 kWh $X 0.00511 282.95</td>
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<td>4,486.54 kWh $X 0.00831 306.48</td>
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<td>Total ComEd Distribution Charges</td>
<td>$1,094.28</td>
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### Total Current Energy Related Charges

$5,452.96
Product Type: Electric Full Requirements ATC
Service Address: 729 North Blvd, Oak Park, IL 60302

Revenue Billing Month: 05/10

Electric Service

13-Month Usage

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<td>Feb</td>
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<tr>
<td>Mar</td>
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<td>Apr</td>
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<td>Nov</td>
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<tr>
<td>Dec</td>
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Current Period Detail

Service: 04/02/2010 to 05/02/2010 - 31 days

Exelon Energy Supply Charges

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<tr>
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<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>Total Billed Usage</td>
<td>52,438.00</td>
<td>0.06831</td>
<td>$3,532.11</td>
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<td>Electric Charge</td>
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<td>3,532.11</td>
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<td>Transmission Charge</td>
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<td>Marginal Line Loss Credit</td>
<td>52,438.00</td>
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<td>Total Exelon Energy Supply Charges</td>
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<td>$4,118.81</td>
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</table>

Total ComEd Distribution Charges: $1,030.89

Total Current Energy Related Charges: $5,149.70
Electric Service

13-Month Usage

<table>
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<th>Month</th>
<th>73888</th>
<th>56944</th>
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</table>

Note: Month billed represents the period ending with a meter read.

Current Period Detail

Service: 05/03/2010 to 06/02/2010 - 31 days

Exelon Energy Supply Charges

- **Total Billed Usage**: 38,658.00 kWh
- **Electric Charge**: 38,658.00 kWh x 0.08831 = $3,430.73
- **Transmission Charge**: 38,658.00 kWh x 0.00902 = $348.70
- **Transmission & Distribution Line Loss Charge**: 3,132.23 kWh x 0.08831 = $213.96
- **Marginal Line Loss Credit**: 38,658.00 kWh x -0.00151 = $58.37

**Total Exelon Energy Supply Charges**: $3,145.02

**Total ComEd Distribution Charges**: $788.56

**Total Current Energy Related Charges**: $3,933.58
**Account Name:**
Village of Oak Park

**Exelon Energy ID:**
EE1004168

**Utility Account Number:**
CEC_0123081032

**Invoice Number:**
100416800090

**Issue Date:**
07/04/10

**Revenue Billing Month:** 07/10

**Product Type:** Electric Full Requirements ATC

**Service Address:** 720 North Blvd, Oak Park, IL 60302

### Current Period Detail

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Total Billed Usage</td>
<td>31,192.00 kWh</td>
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<td>$2,130.73</td>
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<tr>
<td>Electric Charge</td>
<td>31,192.00 kWh</td>
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<tr>
<td>Transmission Charge</td>
<td>31,192.00 kWh</td>
<td>0.01504</td>
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<td>0.06831</td>
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<td>31,192.00 kWh</td>
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<td>$2,716.04</td>
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<td><strong>Total ComEd Distribution Charges</strong></td>
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<td>$3,357.07</td>
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Note: Month billed represents the period ending with a meter read.
### Electric Service

**13-Month Usage**

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<th>39644</th>
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<tr>
<td>Month</td>
<td>A</td>
<td>S</td>
<td>D</td>
<td>N</td>
</tr>
</tbody>
</table>

### Current Period Detail

**Service:** 07/02/2010 to 08/03/2010 - 33 days

**Exelon Energy Supply Charges**

- **Total Billed Usage:** 33,977.00 kWh
- **Electric Charge:** 33,977.00 kWh x 0.06831 $2,320.97
- **Transmission Charge:** 33,977.00 kWh x 0.01519 $516.11
- **Transmission & Distribution Line Loss Charge:** 2,752.95 kWh x 0.06831 $188.96
- **Marginal Line Loss Credit:** 33,977.00 kWh x (-0.00291) $-95.28

**Total Exelon Energy Supply Charges:** $2,939.55

**Total ComEd Distribution Charges: $616.85**

**Total Current Energy Related Charges:** $3,556.80

*Note: Month billed represents the period ending with a meter read.*
**Account Name:** Village of Oak Park  
**Exelon Energy ID:** EE1004168  
**Utility Account Number:** CEC_0123081032  
**Invoice Number:** 100416800110  
**Issue Date:** 09/03/10

**Product Type:** Electric Full Requirements ATC  
**Service Address:** 720 North Blvd, Oak Park, IL 60302  
**Revenue Billing Month:** 09/10

### Electric Service

<table>
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<tr>
<th>Month</th>
<th>Usage (kWh)</th>
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<td>30,934.00</td>
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<tr>
<td>Dec</td>
<td>30,934.00</td>
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**Note:** Month billed represents the period ending with a meter read.

### Current Period Detail

**Service:** 09/03/2010 to 09/01/2010 - 30 days

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity (kWh)</th>
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<th>Amount</th>
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<tbody>
<tr>
<td>Exelon Energy Supply Charges</td>
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<tr>
<td>Total Billed Usage</td>
<td>30,934.00</td>
<td>X 0.06831</td>
<td>$2,113.10</td>
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<td>30,934.00</td>
<td>X 0.01458</td>
<td>451.02</td>
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<td>Transmission Charge</td>
<td>30,934.00</td>
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<td>Marginal Line Loss Credit</td>
<td>30,934.00</td>
<td>X -0.00265</td>
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<td>$2,653.35</td>
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<tr>
<td><strong>Total ComEd Distribution Charges</strong></td>
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<td>$597.39</td>
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<td><strong>Total Current Energy Related Charges</strong></td>
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<td>$3,250.74</td>
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Electric Service

13-Month Usage

<table>
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<th>Month</th>
<th>Usage (kWh)</th>
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Note: Month billed represents the period ending with a meter read.

Current Period Detail

Service: 09/01/2010 to 10/01/2010 - 31 days

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<th>Exelon Energy Supply Charges</th>
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<tr>
<td>Total Billed Usage</td>
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<td>Transmission Charge</td>
<td>30,474.00 kWh X 0.01465</td>
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<tr>
<td>Transmission &amp; Distribution Line Loss Charge</td>
<td>2,499.13 kWh X 0.08331</td>
<td>100.00</td>
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<td>Marginal Line Loss Credit</td>
<td>30,474.00 kWh X -0.02221</td>
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<td>Total Exelon Energy Supply Charges</td>
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<td>Total ComEd Distribution Charges</td>
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Account Name: Village of Oak Park
Exelon Energy ID: EE1004168
Utility Account Number: CEC_0123081032
Invoice Number: 100416800130
Issue Date: 11/03/10

Product Type: Electric Full Requirements ATC
Service Address: 720 North Blvd, Oak Park, IL 60302

Revenue Billing Month: 11/10

Electric Service
13-Month Usage

<table>
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<td>5</td>
<td>2</td>
<td>1</td>
<td>8</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>0</td>
<td>4</td>
<td>7</td>
<td>4</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Month billed represents the period ending with a meter read.

Current Period Detail
Service: 10/01/2010 to 11/01/2010 - 32 days

Exelon Energy Supply Charges
- Total Billed Usage: 35,157.00 kWh
- Electric Charge: 35,157.00 kWh * 0.05831 = $2,040.57
- Transmission Charge: 35,157.00 kWh * 0.01410 = 495.71
- Transmission & Distribution Line Loss Charge: 2,849.56 kWh * 0.00831 = 194.59
- Marginal Line Loss Credit: 35,157.00 kWh * -0.00146 = -51.33
- Total Exelon Energy Supply Charges: $3,040.54

Total ComEd Distribution Charges: $728.63

Total Current Energy Related Charges: $3,769.14
Table: Electric Service 13-Month Usage

<table>
<thead>
<tr>
<th>Month</th>
<th>Usage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan</td>
<td>73889</td>
</tr>
<tr>
<td>Feb</td>
<td>52161</td>
</tr>
<tr>
<td>Mar</td>
<td>30474</td>
</tr>
</tbody>
</table>

Note: Month billed represents the period ending with a meter read.

Table: Current Period Detail

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exelon Energy Supply Charges</td>
<td></td>
</tr>
<tr>
<td>Total Billed Usage</td>
<td>56,042.00 kWh</td>
</tr>
<tr>
<td>Electric Charge</td>
<td>56,042.00 kWh × 0.06831</td>
</tr>
<tr>
<td>Transmission Charge</td>
<td>56,042.00 kWh × 0.00915</td>
</tr>
<tr>
<td>Transmission &amp; Distribution Line Loss Charge</td>
<td>4,549.75 kWh × 0.06831</td>
</tr>
<tr>
<td>Marginal Line Loss Credit</td>
<td>56,042.00 kWh × (-0.00130)</td>
</tr>
<tr>
<td><strong>Total Exelon Energy Supply Charges</strong></td>
<td><strong>$4,545.27</strong></td>
</tr>
<tr>
<td>ComEd Distribution Charges</td>
<td></td>
</tr>
<tr>
<td><strong>Total Current Energy Related Charges</strong></td>
<td><strong>$5,706.06</strong></td>
</tr>
</tbody>
</table>